

September 13, 2004

VIA UPS NEXT DAY AIR AND EMAIL

Ms. Carol J. Washburn
Executive Secretary
Washington Utilities and
Transportation Commission
1300 S. Evergreen Park Drive S.W.
Olympia, WA 98504-7250

Re: WUTC v. Advanced Telecom Group, Inc., et al.
Docket No. UT-033011
Response Testimony of Timothy J. Gates

Dear Ms. Washburn:

Enclosed please find the original and 12 copies of the *Response* Testimony of Timothy J. Gates on behalf of Time Warner Telecom of Washington, LLC. This document was originally filed with the Commission today, bearing the incorrect title of Direct Testimony of Timothy J. Gates. All parties of record will be served today via e-mail with the correctly named Testimony, with a hard copy of same to follow via U.S. Mail.

If you have any questions, please feel free to contact our office.

Sincerely,

ATER WYNNE LLP



Susan Arellano
Secretary to Arthur A. Butler

cc: Ann E. Rendahl, ALJ (via E-Mail)
Parties of Record (via E-Mail and U.S. Mail)

CERTIFICATE OF SERVICE

I hereby certify that I have this 13th day of September, 2004, served the true and correct original, along with the correct number of copies, of the foregoing document upon the WUTC, via the method(s) noted below, properly addressed as follows:

| | | |
|---|-------------------------------------|--|
| Carole Washburn | <input type="checkbox"/> | Hand Delivered |
| Executive Secretary | <input type="checkbox"/> | U.S. Mail (first-class, postage prepaid) |
| Washington Utilities and Transportation Commission | <input checked="" type="checkbox"/> | Overnight Mail (UPS) |
| 1300 S Evergreen Park Drive SW | <input type="checkbox"/> | Facsimile (360) 586-1150 |
| Olympia, WA 98504-7250 | <input checked="" type="checkbox"/> | Email (records@wutc.wa.gov) |

I hereby certify that I have this 13th day of September, 2004, served a true and correct copy of the foregoing document upon parties of record, via the method(s) noted below, properly addressed as follows:

On Behalf Of Eschelon:

| | | |
|---------------------------------------|-------------------------------------|--|
| Dennis D. Ahlers | <input type="checkbox"/> | Hand Delivered |
| Eschelon Telecom, Inc. | <input type="checkbox"/> | U.S. Mail (first-class, postage prepaid) |
| 730 Second Avenue South, Suite 900 | <input type="checkbox"/> | Overnight Mail (UPS) |
| Minneapolis MN 55402-2489 | <input type="checkbox"/> | Facsimile (612) 436-6792 |
| <i>Confidentiality Status: Public</i> | <input checked="" type="checkbox"/> | Email (ddahlers@eschelon.com) |

On Behalf Of Advanced TelCom:

| | | |
|--|-------------------------------------|--|
| Victor A. Allums | <input type="checkbox"/> | Hand Delivered |
| GE Business Productivity Solutions, Inc. | <input type="checkbox"/> | U.S. Mail (first-class, postage prepaid) |
| 6540 Powers Ferry Road | <input type="checkbox"/> | Overnight Mail (UPS) |
| Atlanta GA 30339 | <input type="checkbox"/> | Facsimile (770) 644-7752 |
| <i>Confidentiality Status: Public</i> | <input checked="" type="checkbox"/> | Email (vic.allums@ge.com) |

On Behalf Of Qwest:

| | | |
|---|-------------------------------------|--|
| Lisa A. Anderl | <input type="checkbox"/> | Hand Delivered |
| Qwest Corporation | <input checked="" type="checkbox"/> | U.S. Mail (first-class, postage prepaid) |
| 1600 7th Avenue, Room 3206 | <input type="checkbox"/> | Overnight Mail (UPS) |
| Seattle WA 98191 | <input type="checkbox"/> | Facsimile (206) 343-4040 |
| <i>Confidentiality Status: Confidential</i> | <input checked="" type="checkbox"/> | Email (lisa.anderl@qwest.com) |

On Behalf Of Electric Lightwave:

| | | |
|---------------------------------------|-------------------------------------|--|
| Mr. Charles L. Best | <input type="checkbox"/> | Hand Delivered |
| Electric Lightwave Inc. | <input type="checkbox"/> | U.S. Mail (first-class, postage prepaid) |
| 4400 NE 77th Ave | <input type="checkbox"/> | Overnight Mail (UPS) |
| Vancouver WA 98662 | <input type="checkbox"/> | Facsimile (360) 816-0999 |
| <i>Confidentiality Status: Public</i> | <input checked="" type="checkbox"/> | Email (charles_best@eli.net) |

On Behalf Of Advanced TelCom:

Lon E. Blake
Advanced TelCom, Inc.
3723 Fairview Industrial Drive SE
Salem OR 97302

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile
 Email (lblake@atgi.net)

On Behalf Of AT&T:

Cathy L. Brightwell
AT&T Government Affairs
2120 Caton Way SW, Suite B
Olympia WA 98502-1106

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (360) 705-4177
 Email (brightwell@att.com)

On Behalf Of Eschelon:

Richard J. Busch
Graham & Dunn, PC
Pier 70
2801 Alaskan Way, Suite 300
Seattle WA 98121-1128

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 340-9599
 Email (rbusch@grahamdunn.com)

On Behalf Of XO:

Jodi Campbell
XO Washington, Inc.
1111 Sunset Hills Drive
Reston VA 20190

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (703) 547-2830
 Email

On Behalf Of McLeodUSA:

William Courter
McLeodUSA Telecommunications Services, Inc.
McLeod USA Technology Park
6400 C Street SW
PO Box 3177
Cedar Rapids IA 52405-3177

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (319) 790-7901
 Email (wcourter@mcleodusa.com)

On Behalf Of Public Counsel:

Robert W. Cromwell Jr.
Attorney General of Washington
Public Counsel Section
900 Fourth Avenue, Suite 2000
Seattle WA 98164-1012

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 389-2058
 Email (RobertC1@atg.wa.gov)

On Behalf Of WorldCom:

Haleh S. Davary
MCI, Inc.
201 Spear Street, Ninth Floor
San Francisco CA 94105

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (415) 228-1094
 Email (Haleh.Davary@mci.com)

On Behalf Of Advanced TelCom:

Erin W. Emmott
Kelley Drye & Warren LLP
1200 19th Street NW, Suite 500
Washington DC 20036-2423

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (202) 955-9792
 Email (eemmott@kelleydrye.com)

On Behalf Of Eschelon:

Judith Endejan
Graham & Dunn, PC
Pier 70
2801 Alaskan Way, Suite 300
Seattle WA 98121-1128

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 340-9599
 Email (jendejan@grahamdunn.com)

On Behalf Of Fairpoint, Integra & SBC:

Richard A. Finnigan
Law Office of Richard A. Finnigan
Suite B-1
2405 Evergreen Park Drive SW
Olympia WA 98502

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (360) 753-6862
 Email (rickfinn@ywave.com)

On Behalf Of Covad:

Ms. Karen S. Frame
Covad Communications Company
7901 Lowry Boulevard
Denver CO 80230-6906

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (720) 208-3350
 Email (kframe@covad.com)

On Behalf Of AT&T:

Letty S. Friesen
AT&T Communications of the Pacific Northwest
Law Department
1875 Lawrence Street, Suite 1500
Denver CO 80202

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (303) 298-6301
 Email (lfriesen@lga.att.com)

On Behalf Of Covad:

Lynn Hankins
Covad Communications Company
7901 Lowry Boulevard
Denver CO 80230-6906
Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (720) 208-3350
 Email (lhankins@covad.com)

On Behalf Of McLeodUSA:

Lauraine Harding
McLeodUSA Telecommunications Services, Inc.
6400 C Street SW
PO Box 3177
Cedar Rapids IA 52405-3177
Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (319) 790-7901
 Email

**On Behalf Of Advanced TelCom, Covad & GE
Business Productivity:**

Brooks E. Harlow
Miller Nash LLP
601 Union Street, Suite 4400
Seattle WA 98101-1367
Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 622-7485
 Email (brooks.harlow@millernash.com)

On Behalf Of Integra:

Deborah Harwood
Integra Telecom of Washington, Inc.
Suite 500
1201 NE Lloyd Boulevard
Portland OR 97232
Confidentiality Status:

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (503) 453-8221
 Email
 (deborah.harwood@integratelecom.com)

On Behalf Of Global Crossing Local Services, Inc.:

Gregory J. Kopta
Davis Wright Tremaine LLP
1501 4th Avenue, Suite 2600
Seattle WA 98101-1688
Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 628-7699
 Email (gregkopta@dwt.com)

On Behalf Of McLeodUSA:

Dan Lipschultz
Moss & Barnett
4800 Wells Fargo Center
90 South 7th Street
Minneapolis MN 55402
Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (612) 339-6686
 Email (lipschultz@moss-barnett.com)

On Behalf Of Qwest:

Todd Lundy
Qwest Corporation
1801 California Street, Suite 4700
Denver CO 80202
Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (303) 295-7069
 Email (todd.lundy@qwest.com)

On Behalf Of SBC Telecom, Inc.:

Sam G. Maropis
SBC Telecom, Inc.
Regulatory/Municipal Affairs
1010 N St. Mary's, Room 13K
San Antonio TX 78215
Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (210) 246-8759
 Email (reg_WA@sbc.com)

On Behalf Of Qwest:

Cynthia Mitchell
Hogan & Hartson L.L.P.
1470 Walnut Street, Suite 200
Boulder CO 80302
Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (720) 406-5301
 Email (cmitchell@hhlaw.com)

On Behalf Of Advanced TelCom:

Brad E. Mutschelknaus
Kelley Drye & Warren LLP
1200 19th Street NW, Suite 500
Washington DC 20036-2423
Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (202) 955-9792
 Email
 (bmutschelknaus@kelleydrye.com)

On Behalf Of SBC Telecom, Inc.:

Carol Paulsen
SBC Telecom, Inc.
1010 N St. Mary's, Room 13K
San Antonio TX 78215
Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (210) 246-8759
 Email (reg_WA@sbc.com)

On Behalf Of Global Crossing:

Teresa S. Reff
Global Crossing Local Services, Inc.
Regulatory Affairs
1080 Pittsford Victor Road
Pittsford NY 14534
Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (585) 381-7592
 Email (teresa.reff@globalcrossing.com)

On Behalf Of Qwest:

Mark S. Reynolds
Qwest Corporation
1600 7th Avenue, Room 3206
Seattle WA 98191

Confidentiality Status: Public

- Hand Delivered
- U.S. Mail (first-class, postage prepaid)
- Overnight Mail (UPS)
- Facsimile (206) 346-7289
- Email (mark.reynolds3@qwest.com)

On Behalf Of Qwest:

Martha Russo
Hogan & Hartson L.L.P.
555 Thirteenth Street NW
Washington DC 20004
Confidentiality Status: Confidential

- Hand Delivered
- U.S. Mail (first-class, postage prepaid)
- Overnight Mail (UPS)
- Facsimile (202) 637-5910
- Email (mlrusso@hhlaw.com)

On Behalf Of Qwest:

Adam L. Sherr
Qwest Corporation
1600 7th Avenue, Room 3206
Seattle WA 98191
Confidentiality Status: Confidential

- Hand Delivered
- U.S. Mail (first-class, postage prepaid)
- Overnight Mail (UPS)
- Facsimile (206) 343-4040
- Email (adam.sherr@qwest.com)

On Behalf Of MCI:

Michel L. Singer Nelson
MCI, Inc.
707 17th Street, Suite 4200
Denver CO 80202-3432
Confidentiality Status: Confidential

- Hand Delivered
- U.S. Mail (first-class, postage prepaid)
- Overnight Mail (UPS)
- Facsimile (303) 390-6333
- Email (michel.singer_nelson@mci.com)

On Behalf Of Qwest:

Peter S. Spivack
Hogan & Hartson L.L.P.
555 Thirteenth Street NW
Washington DC 20004
Confidentiality Status: Confidential

- Hand Delivered
- U.S. Mail (first-class, postage prepaid)
- Overnight Mail (UPS)
- Facsimile (202) 637-5910
- Email (psspivack@hhlaw.com)

On Behalf Of AT&T:

Mary Steele
Davis Wright Tremaine LLP
1501 4th Avenue, Suite 2600
Seattle WA 98101-1688
Confidentiality Status: Public

- Hand Delivered
- U.S. Mail (first-class, postage prepaid)
- Overnight Mail (UPS)
- Facsimile (206) 628-7699
- Email (marysteele@dwt.com)

On Behalf Of :

Aloa Stevens
Electric Lightwave Inc.
4 Triad Center, Suite 200
Salt Lake City UT 84180

Confidentiality Status:

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (801) 924-0640
 Email (astevens@czn.com)

On Behalf Of Staff:

Christopher G. Swanson
Attorney General of Washington
Utilities & Transportation Division
1400 S Evergreen Park Drive SW
PO Box 40128
Olympia WA 98504-0128

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (360) 586-3564
 Email (cswanson@wutc.wa.gov)

On Behalf Of AT&T:

Mary Taylor
AT&T Government Affairs
2120 Caton Way SW, Suite B
Olympia WA 98502-1106

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (360) 705-4177
 Email (marymtaylor@att.com)

On Behalf Of Time Warner Telecom:

Brian D. Thomas
Time Warner Telecom
223 Taylor Avenue North
Seattle WA 98109-5017

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 676-8001
 Email (brian.thomas@twtelecom.com)

On Behalf Of AT&T:

Mary B. Tribby
AT&T Communications
1875 Lawrence Street
Denver CO 80202

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (303) 298-6301
 Email (mbtribby@att.com)

On Behalf Of Global Crossing:

Mark P. Trincherro
Davis Wright Tremaine LLP
1300 SW Fifth Avenue, Suite 2300
Portland OR 97201-5682

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (503) 778-5299
 Email (marktrincherro@dwt.com)

On Behalf Of AT&T:

Daniel M. Waggoner Esq.
Davis Wright Tremaine LLP
1501 4th Avenue, Suite 2600
Seattle WA 98101-1688

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 628-7699
 Email (danwaggoner@dwt.com)

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

DATED this 13th day of September, 2004, at Seattle, Washington.



BEFORE THE
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Petitioners,

v.

ADVANCED TELECOM GROUP, INC., *et al.*,

Respondents.

Docket No. UT-033011

RESPONSE TESTIMONY OF

TIMOTHY J GATES

ON BEHALF OF

TIME WARNER TELECOM OF WASHINGTON, LLC

September 13, 2004

1 **Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS**
2 **ADDRESS.**

3 A. My name is Timothy J Gates. My business address is QSI Consulting, 819
4 Huntington Drive, Highlands Ranch, Colorado 80126.

5 **Q. WHAT IS QSI CONSULTING, INC. AND WHAT IS YOUR POSITION**
6 **WITH THE FIRM?**

7 A. QSI Consulting, Inc. ("QSI") is a consulting firm specializing in traditional
8 and non-traditional utility industries, econometric analysis and computer aided
9 modeling. I currently serve as Senior Vice President.

10 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND**
11 **WORK EXPERIENCE.**

12 A. I received a Bachelor of Science degree from Oregon State University and a
13 Master of Management degree in Finance and Quantitative Methods from Willamette
14 University's Atkinson Graduate School of Management. Since I received my Masters,
15 I have taken additional graduate-level courses in statistics and econometrics. I have
16 also attended numerous courses and seminars specific to the telecommunications
17 industry, including both the NARUC Annual and NARUC Advanced Regulatory
18 Studies Programs.

19 Prior to joining QSI, I was a Senior Executive Staff Member at MCI
20 WorldCom, Inc. ("MWCOC"). I was employed by MCI and/or MWCOC for
21 15 years in various public policy positions. While at MWCOC, I managed various
22 functions, including tariffing, economic and financial analysis, competitive analysis,
23 witness training and MWCOC's use of external consultants. Prior to joining
24 MWCOC, I was employed as a Telephone Rate Analyst in the Engineering Division
25 at the Texas Public Utility Commission and earlier as an Economic Analyst at the
Oregon Public Utility Commission. I also worked at the Bonneville Power

27 Administration (United States Department of Energy) as a Financial Analyst doing
28 total electric use forecasts while I attended graduate school. Prior to doing my
29 graduate work, I worked for 10 years as a forester in the Pacific Northwest for
30 multinational and government organizations. Exhibit ____ (TJG-2) to this testimony is
31 a summary of my work experience and education.

32 **Q. HAVE YOU EVER TESTIFIED BEFORE THE WASHINGTON**
33 **UTILITIES AND TRANSPORTATION COMMISSION**
34 **("COMMISSION")?**

35 A. Yes. I have testified in Washington on numerous occasions. I have testified
36 more than 200 times in 43 states and filed comments with the FCC on various public
37 policy issues ranging from costing, pricing, local entry and universal service to
38 strategic planning, merger and network issues. As noted above, a list of proceedings
in which I have filed testimony or provided comments is attached hereto as
40 Exhibit ____ (TJG-2).

41 **Q. ON WHOSE BEHALF WAS THIS TESTIMONY PREPARED?**

42 A. This testimony was prepared on behalf of Time Warner Telecom of
43 Washington, LLC ("TWTC").

44 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

45 A. The purpose of my testimony is to support TWTC's request for additional
46 reparations associated with the unfiled agreements at issue in this proceeding. TWTC
47 had asked the Commission to make the discounts from the unfiled agreements
48 available to all carriers.¹ The Commission denied TWTC's request as premature and
49 deferred the request to the fact-finding portion of the proceeding.²

¹ See TWTC Response to Qwest's Motion to Dismiss and for Summary Determination, at p. 5.

² See Order No. 05 in this proceeding; issued February 12, 2004, at pp. 44 and 57.

50 Staff has provided an estimate of days during which violations occurred, and
51 leaves it to the Commission to determine how much penalty to assess per violation.³
52 Those fines, however, whatever they ultimately are determined to be, do not
53 adequately remedy the specific harm to CLECs caused by Qwest's illegal and
54 anticompetitive activities. As such, this testimony recommends that the Commission
55 require Qwest to pay monies with interest to TWTC reflecting the rate levels that
56 would have been in place had TWTC been aware of and able to "pick and choose"
57 among the unfiled agreements in addition to levying the administrative fines
58 recommended by Staff. Indeed, the statutes in Washington provide specific authority
59 for the Commission to require Qwest to pay TWTC and other CLECs the difference
60 between what they would have paid Qwest under the secret agreements and what they
actually paid to Qwest plus interest.

62 **Q. PLEASE PROVIDE SOME BACKGROUND AS SUPPORT FOR YOUR**
63 **POSITIONS.**

64 A. It is well known that Qwest has willfully and repeatedly withheld agreements
65 that were required to be filed with state commissions pursuant to Section 252(e) of
66 the Telecommunications Act of 1996 (the "Act").⁴ Cases in Minnesota, Arizona,
67 New Mexico and Washington highlight the extent of the problem.⁵

³ See Direct Testimony of Thomas L. Wilson filed in this proceeding, at p. 127 and Exhibit TLW-72.

⁴ Public Law No. 104-104, 101 Stat. 56 (1996) ("Telecom Act" or "Act").

⁵ See, for instance, Minnesota Docket No. P-421/C-02-197 and Arizona Docket No. T-00000A-97-0238. The Staff of the Arizona Commission and Qwest have proposed a settlement or consent decree dated April 14, 2004, that would have Qwest pay more than \$11 million in payments and CLEC credits with a total cost to Qwest of about \$22.7 million. As discussed later herein, the Minnesota Commission also imposed fines and penalties of about \$26 million on Qwest.

68 **Q. DID THESE UNFILED AGREEMENTS IMPACT QWEST'S**
69 **271 PROCEEDINGS?**

70 A. The issue was raised during those proceedings, but the extent of the problem
71 was not evident at that time. For instance, during Qwest's 271 proceeding in
72 Washington, the Commission stated that "[w]e decline to defer our decision in this
73 proceeding while waiting for the results of an investigation into the unfiled
74 agreements."⁶ The New Mexico Public Regulation Commission ("PRC") noted in its
75 271 Order, that the unfiled agreements "had terms, conditions and rates that were
76 unavailable to other CLEC's, which were discriminated against by such action."⁷ The
77 New Mexico PRC went on to find as follows:

78 One of the goals of the [1996 Federal Telecommunications] Act is to
79 achieve a competitive marketplace by requiring incumbent LEC's and
80 CLECs to file their agreements regarding interconnection activities. In
81 this way Congress sought to make the market transparent and put all
82 CLECs on equal footing at least with the knowledge of what terms and
83 conditions were available at what rates. A review of the unfiled
84 agreements in this proceeding leads to the unavoidable conclusion that
85 only Qwest was aware of all the terms, conditions and rates available,
86 because Qwest had secret agreements with certain CLECs that altered
87 the terms, conditions and rates of the filed, approved interconnection
88 agreements, thus making transparency in the market impossible. The
89 Commission finds Qwest violated the filing requirements of the Act
90 and the Commission's rules.⁸

91 The regulatory commissions in Qwest's other service areas expressed similar concerns
92 about Qwest's behavior. An overview of other state commissions' consideration of
93 these unfiled agreements is provided in Qwest's 9-State 271 Order,⁹ and Qwest's 3-

⁶ See WUTC 39th Supplemental Order; Docket Nos. UT-003022 and UT-003040; issued July 1, 2002, at p. 88.

⁷ Final Order Re Compliance with Remaining Aspects of Section 271, NMPRC Cases Nos. 3269, *et al.*, (October 8, 2002) ("New Mexico 271 Order"), at p. 143, ¶ 294.

⁸ *Id.*, at p. 143, ¶ 295.

⁹ FCC WC Docket No. 02-314, Memorandum Opinion and Order, 17 FCC Rcd 26303, 26559-66, ¶¶ 453-471.

94 State 271 Order.¹⁰ While the violations did not prevent Qwest from receiving its 271
95 approval, the states and the FCC voiced serious concerns about the behavior and its
96 impact on competition. In fact, the FCC filed a Notice of Apparent Liability for
97 Forfeiture based on Qwest's behavior in Minnesota and Arizona. The FCC has found
98 that "Qwest is apparently liable for a total forfeiture of \$9 million."¹¹ The FCC
99 expressed its concerns as follows:

100 We propose a forfeiture of such size against Qwest because of Qwest's
101 disregard for the filing requirements of section 252(a) of the Act and
102 the Commission's orders and the potential anticompetitive effects of
103 Qwest's conduct. Qwest failure to comply with section 252(a) of the
104 Act undermines the effectiveness of the Act and our rules by
105 preventing competitive LECs (or "CLECs") from adopting
106 interconnection terms otherwise available only to certain favored
107 CLECs. Despite our clear and repeated instruction regarding the
108 section 252(a) filing obligations, Qwest apparently withheld dozens of
109 interconnection agreements from state commissions until it was ready
110 to seek our approval to provide in-region, interLATA service for the
111 relevant states.¹²

112 **Q. HOW WAS THIS PROCEEDING INITIATED?**

113 A. This proceeding was initiated in August 2003 by the Commission which filed
114 a complaint against not only Qwest but also against the CLECs who entered into
115 unfiled agreements with Qwest for the provision of interconnection, services, or
116 network elements.¹³ The Commission stated generally that Qwest's conduct subjected
117 CLECs who were not parties to the agreements to "...an undue or unreasonable

¹⁰ FCC WC Docket No. 03-11, Memorandum Opinion and Order, 18 FCC Rcd 7325, 7397-400, ¶¶ 127-131.

¹¹ *Id.*, at ¶ 1.

¹² *Id.*, at ¶ 2.

¹³ See Commission's Amended Complaint and Notice of Prehearing Conference in this proceeding, filed August 15, 2003.

118 prejudice or competitive disadvantage."¹⁴ Staff concluded that CLECs were harmed
119 by not enjoying the benefits of secret interconnection agreements that were not made
120 available for adoption.¹⁵

121 **Q. HAS STAFF RECOMMENDED FINES IN THIS PROCEEDING?**

122 A. Yes. Mr. Wilson of the Staff did not recommend a fine of a specific amount,
123 but he did recommend fines. He estimated the number of days during which
124 violations occurred under Section 252(e) and (i), RCW 80.36.170, RCW 80.36.180
125 and RCW 80.36.186. He leaves it up to the Commission to determine how much
126 penalty to apply for each violation.¹⁶

127 **Q. DO YOU AGREE WITH STAFF'S RECOMMENDATION?**

128 A. Mr. Wilson's approach is a reasonable one. I think fines are necessary and
appropriate for Qwest.

130 **Q. ARE NOT THE MILLIONS OF DOLLARS IN FINES SUFFICIENT**
131 **TO COMPENSATE FOR QWEST'S MISDEEDS?**

132 A. No. While I agree that fines are appropriate, they do not compare to the
133 benefit Qwest received by engaging in the prohibited activities which are the subject
134 matter of this case. The fines, even if they turn out to be tens of millions of dollars,
135 are a small price for Qwest to pay for entry into the long distance market. In addition,
136 as I explain below, the fines do nothing to remedy the specific harm experienced by
137 the CLECs that did not have access to the more favorable terms, conditions and rates

¹⁴ *Id.*, at pp. 7-9.

¹⁵ See Direct Testimony of Thomas L. Wilson filed in this proceeding, at p. 77.

¹⁶ *Id.*, at p. 127. Staff has entered into settlement agreements with all of the CLECs that were named as respondents in this proceeding. For example, the settlement agreements with McLeodUSA and Eschelon Telecom, which were filed on August 20, 2004 and August 12, 2004, respectively, include one time payments of \$25,000 from each company to the Commission.

138 that were provided in the unfiled agreements. As noted by Mr. Wilson in his
139 testimony:

140 To the extent that one CLEC paid more for wholesale services that
141 were provided more quickly or on an expedited basis for other CLECs
142 who enjoyed the benefits of secret interconnection agreements that
143 were not made available for adoption, the CLEC was harmed. To the
144 extent a CLEC loses customers or reputation because of unavailability
145 of a specific pricing or provisioning term or condition granted in secret
146 to a competitor, it might have sustained harm.¹⁷

147 I agree with Mr. Wilson's conclusions in this regard. It is clear that Qwest and certain
148 CLECs benefited from the secret unfiled agreements, while other carriers, such as
149 TWTC, did not.

150 **Q. PLEASE EXPLAIN.**

151 A. In just a little over one year, Qwest captured 3.4 million long distance
152 customers.¹⁸ In its most recent quarterly report, it indicated that it had added another
153 733,000 lines in the second quarter bringing the total lines to 4.1 million, or nearly
154 30% penetration.¹⁹ Even if Qwest were to pay \$100 million in fines and penalties as a
155 result of its misdeeds, the cost per long distance customer would only be about \$2 per
156 month and would be recovered in less than 13 months assuming *no* growth in
157 customers. Based on Qwest's own numbers, it is growing long distance customers by
158 50 percent per quarter. The fines associated with these illegal activities are a small
159 price to pay – simply a cost of doing business for Qwest – to capture a significant part

¹⁷ See Direct Testimony of Thomas L. Wilson filed in this proceeding, at p. 77.

¹⁸ Qwest's First Quarter 2004 Press Release states, "Total long-distance lines increased 52 percent sequentially to 3.5 million in the first quarter." (May 4, 2004) Qwest's Second Quarter Press Release restated the reported long-distance lines for Fourth Quarter 2003 and First Quarter 2004. The 3.4 million number is the restated, purportedly correct number.

¹⁹ Qwest's Second Quarter 2004 Press Release, at 3.

160 of the market. Further, a one year payback period shows the relatively small cost to
161 Qwest of getting into the market.

162 **Q. BUT ISN'T QWEST'S ENTRY INTO LONG DISTANCE THE *QUID***
163 ***PRO QUO* FOR ALLOWING ENTRY INTO THE LOCAL MARKET?**

164 A. That is a very simplified view of the 271 process. But even if it were that
165 simple, it is clear that Qwest has violated the rules and requirements that were
166 supposedly met to gain 271 approvals. Further, simply fining Qwest does not remedy
167 the problems that have occurred over the last three or four years. As I explain later in
168 my testimony, certain "favored" CLECs received significant discounts from the rates
169 that were paid by TWTC for a variety of reasons. Indeed, Qwest provided discounts
170 to the favored CLECs for all services – intrastate and interstate, including access. As
171 noted by the Arizona Commission, the unfiled agreements gave these CLECs
172 discounts off all their purchases from Qwest, including but not limited to the Section
173 251(b) and (c) services.²⁰

174 **Q. CAN YOU EXPLAIN WHY CLECS HAVE NOT SUCCEEDED IN THE**
175 **LOCAL MARKET TO THE EXTENT THAT QWEST HAS**
176 **EXCELLED IN THE LONG DISTANCE MARKET?**

177 A. Yes. First of all, unlike the long distance market, the local market still
178 maintains vestiges of its monopoly by virtue of the last mile of the distribution
179 network. It is still uneconomical in most circumstances for carriers to duplicate that
180 distribution network. That is precisely why the Act, and the FCC Orders
181 implementing the Act, requires ILECs to offer interconnection services and
182 unbundled network elements ("UNEs") to CLECs on just, reasonable, and
183 nondiscriminatory terms. The offering of UNEs on just, reasonable and

²⁰ See Opinion and Order, Arizona Corporation Commission Docket Nos. T-00000A-97-0238, TR-00000F-02-0271 and T-01051B-02-0871, Decision No. 66949, dated April 30, 2004, at p. 29 ("Arizona Opinion and Order").

184 nondiscriminatory terms was aimed at overcoming the economic and operational
185 barriers to entry resulting from the monopoly aspects of the local market. As noted
186 above, this Commission has stated in its complaint that the CLECs that did not have
187 access to the more favorable rates, terms and conditions in the unfiled agreements
188 were discriminated against. TWTC was clearly harmed by Qwest's preferential and
189 discriminatory treatment of CLECs, which is directly contrary to the Washington
190 legislative mandate to prevent discrimination and to encourage competition.²¹

191 **Q. PLEASE PROVIDE SOME BACKGROUND ON THE HISTORY OF**
192 **QWEST'S UNFILED AGREEMENTS.**

193 A. Section 252(e) of the Act requires that an ILEC, such as Qwest, file all
194 interconnection agreements with the state commission for review and approval. The
issue of the "unfiled agreements" first came to light in Minnesota when the Minnesota
196 Department of Commerce filed a complaint against Qwest on February 14, 2002.
197 That complaint alleged that Qwest had failed to make public or seek approval for
198 eleven interconnection agreements.²² The Minnesota Commission held hearings and
199 on November 1, 2002 issued its Order Adopting ALJ's Report and Establishing
200 Comment Period Regarding Remedies. At about that same time, the Arizona
201 Commission decided to open a docket to investigate Qwest's 252(e) compliance,
202 based in part on a motion filed by AT&T.²³ Hearings in that proceeding were held in
203 March 2003.

²¹ As discussed herein, the harm takes several forms. TWTC was directly harmed financially and indirectly harmed by the competitive advantage gained by other CLECs. Finally, TWTC was harmed by Qwest's premature and inappropriate entry into the long-distance market.

²² The Complaint was later amended to include another agreement bringing the total to 12.

²³ See Docket No. T-00000A-97-0238; In the Matter of US WEST Communications, Inc.'s Compliance with Section 271 of the Telecommunications Act of 1996; Before the Arizona Corporation Commission, initiated on April 8, 2002.

204 **Q. WHAT WERE THE RESULTS OF THE MINNESOTA AND ARIZONA**
205 **PROCEEDINGS?**

206 A. The Minnesota Commission concluded that "Qwest intended to disadvantage
207 certain CLECs, its competitors, through illegal means."²⁴ It ultimately ordered a
208 penalty of \$25,955,000, calculated at the rate of \$10,000 per penalty day for the
209 Eschelon and McLeod agreements, and at the rate of \$2,500 per day for the 10 other
210 unfiled agreements.²⁵ The Minnesota Commission also ordered Qwest to provide
211 CLECs with a 10 percent discount on all Qwest products and services offered in
212 Minnesota to each Minnesota CLEC during a 24-month period beginning at the date
213 of the order.²⁶

214 **Q. WHAT DID THE ARIZONA COMMISSION DECIDE IN THE**
215 **UNFILED AGREEMENTS CASE IN THAT STATE?**

A. The Arizona Commission found that:
217 Qwest intentionally and willfully violated Section 252(e) of the 1996
218 Act, A.R.S. § 40-203, 40-334 and 40-374, and A.A.C. R14-2-1112,
219 R14-2-1307, R14-2-1506 and R14-2-1508 when it entered into, and
220 failed to file, agreements with Eschelon and McLeod that gave these
221 CLECs discounts off all their purchases from Qwest, including Section
222 251(b) and (c) services, as well as providing these CLECs with
223 escalation procedures not granted to other carriers.²⁷

224 More specifically, Qwest had granted Eschelon and McLeod:

225 ... significant concessions to induce them to remain on Qwest's
226 system, including: (1) a 10 percent discount on all the carriers'
227 purchases of Qwest services including, not limited to, Section 251(b)
228 and (c) services, for 5 years in Eschelon's case and 3 years in McLeod's
229 case; (2) the creation of the UNE-E and UNE-M product through
230 which Eschelon and McLeod were able to avoid provisioning issues

²⁴ See Minnesota Order Assessing Penalties, issued February 28, 2003, at p. 10 ("Penalties Order").

²⁵ *Id.*, at p. 20.

²⁶ *Id.*, at p. 21.

²⁷ See Arizona Opinion and Order, at p. 38.

231 associated with UNE-P; and (3) more favorable escalation procedures,
232 providing for a six-tier escalation process up to and including Qwest's
233 CEO, than available to other carriers.²⁸

234 The Arizona Commission also required Qwest to institute several important
235 safeguards to prevent future violations, including a third party monitor, maintenance
236 of a web-based Compliance Training Program; allowing CLECs to opt into the non-
237 monetary terms of the unfiled agreements, etc. That same Order required Qwest to
238 pay an administrative penalty of \$11,000,000 on account of its intentional and willful
239 violation of Section 252 of the Act and various Arizona statutes, and required Qwest
240 to provide eligible CLECs with credits not to exceed \$11,650,000.²⁹

241 **Q. DOES THE EVIDENCE IN THIS CASE CONFIRM THE FINDINGS**
242 **OF THE MINNESOTA AND ARIZONA COMMISSIONS ABOUT THE**
243 **SECRET DISCOUNTS GIVEN TO FAVORED CLECS?**

A. Absolutely. The Responsive Testimony of Stephen C. Gray on behalf of
245 McLeod and the Testimony of Richard A. Smith on behalf of Eschelon confirm that
246 Qwest gave these CLECs, among other things, 10 percent discounts on all their
247 purchases of Qwest services for five years in Eschelon's case and for three years in
248 McLeod's case.

249 **Q. HOW DID QWEST BENEFIT FROM THE UNFILED AGREEMENTS?**

A. Qwest benefited in several important ways. First, Qwest benefited by the
251 promise from the favored CLECs to not oppose Qwest's 271 applications at the state
252 or federal level. Qwest also benefited by specific requirements in the agreements
253 resulting in guaranteed revenues for Qwest and an agreement to keep traffic on
254 Qwest's network. Finally, Qwest realized significant savings from the unfiled
255 agreements since other CLECs were unaware of the terms thereby allowing Qwest to

²⁸ See Arizona Opinion and Order, Findings of Fact Number 36, at p. 51.

²⁹ See Arizona Opinion and Order, at p. 56.

256 avoid giving those CLECs the discounts. These issues are subsumed in the
257 Commission's Amended Complaint and detailed in the Cause of Action descriptions.

258 **Q. HOW WAS TWTC HARMED WHILE THE FAVORED CLECS**
259 **RECEIVED DISCOUNTS?**

260 A. That harm is obvious. Clearly Qwest forced a higher cost structure on TWTC
261 by virtue of the higher rates paid by TWTC *vis a vis* the favored CLECs. Mr. Wilson
262 recognizes this harm in his testimony wherein he states, "[p]ricing and provisioning
263 are critical to entry into the local market and any improvement would have made
264 entry easier for a CLEC."³⁰ If we assume, for discussion purposes, that the discount
265 was 10 percent, then the favored CLECs paid 10 percent less than TWTC for the
266 same services. A 10 percent difference in the cost of a monopoly input is a
tremendous difference and can make the difference between winning and losing a
268 customer. Viewed from another perspective, the 10 percent difference in the cost
269 structure can affect a decision to enter a market or to stay in a market, or a decision
270 whether to expand into new areas of the state. Indeed, at the margin, competitors win
271 or lose customers on tenths of a percent.

272 **Q. MR. GATES, DO YOU KNOW WHETHER TWTC WOULD HAVE**
273 **OPTED INTO THE 10 PERCENT DISCOUNT PROVISIONS OF THE**
274 **SECRET AGREEMENTS HAD IT KNOWN OF THEIR EXISTENCE?**

275 A. I have been told by TWTC that it would have pursued opting into the
276 10 percent discount provisions of the secret agreements.

277 **Q. IN YOUR OPINION, WOULD HAVING A COST ADVANTAGE IN A**
278 **MARKET CHANGE THE DYNAMICS IN THAT MARKET?**

279 A. Absolutely. The favored CLECs – knowing that they were receiving
280 discounted rates – could more aggressively market their services. Qwest's secret

³⁰ See Direct Testimony of Thomas L. Wilson filed in this proceeding, at p. 77.

281 unfiled agreements changed the fundamental nature of the wholesale market – one in
282 which CLECs were supposed to face the same cost structure for UNEs and other
283 wholesale products. By entering into these secret, unfiled agreements, Qwest not only
284 showed its complete disregard for Congress' goals of opening local markets to
285 competition and permitting interconnection on just, reasonable and nondiscriminatory
286 basis, but it played a desperate CLEC industry against itself, to serve its own financial
287 interests to the detriment of the public interest.³¹

288 **Q. WERE CONSUMERS HARMED BY THE UNFILED AGREEMENTS?**

289 A. Yes. As noted by the Minnesota Commission:

290 Furthermore, CLECs have been harmed monetarily and customers
291 have been harmed by Qwest impeding fair competition in this manner.
292 The direct and inevitable result of such anti-competitive behavior is
293 that customers have been deprived of the benefit of a market place
294 fairly and freely open to competition. While this harm may not be
295 quantified in terms of dollars and cents, the first fruits of competition
296 (lower prices and wider choices) were undoubtedly impacted by
297 Qwest's anticompetitive and discriminatory behavior.³²

298 **Q. BUT DID CONSUMERS BENEFIT FROM THE 10 PERCENT**
299 **SAVINGS PROVIDED TO THE FAVORED CLECS?**

300 A. Customers won by the favored CLECs obviously received lower rates than
301 TWTC or other non-favored CLECs were able to offer. That is not to say, however,
302 that they (the customers) enjoyed a 10 percent savings. Assuming the cost structures
303 for CLECs are generally the same, a favored CLEC would only have to use a small
304 portion of the secret discount to win a customer. The remainder of the savings would
305 simply add to the margins of the CLEC. It may be, however, that those improved

³¹ The FCC reached this same conclusion, at least in part, in its discussion of Qwest's actions in its Notice of Apparent Liability for Forfeiture, at ¶ 3.

³² See Penalties Order, at pp. 9 and 10.

306 margins allowed the favored CLECs to expand their service more quickly or into new
307 areas, but that is not something that can be easily determined. It is obvious, however,
308 that TWTC experienced costs that were dramatically higher than those of the favored
309 CLECs.

310 **Q. HAS THE POTENTIAL FOR DISCRIMINATION BEEN**
311 **CONSISTENTLY RECOGNIZED IN THE FCC RULES?**

312 A. Yes. Even in the Local Competition Order issued in 1996 the FCC recognized
313 the ILEC incentive to discriminate among its potential competitors, and stated its
314 intent to prevent such discrimination:

315 Requiring all contracts to be filed also limits an incumbent LEC's
316 ability to discriminate among carriers, for at least two reasons. First,
317 requiring public filing of agreements enables carriers to have
information about rates, terms and conditions that an incumbent LEC
makes available to others. Second, any interconnection, service or
320 network element provided under an agreement approved by the state
321 commission under section 252 must be made available to any other
322 requesting telecommunications carrier upon the same terms and
323 conditions, in accordance with section 252(i).³³

324 It is clear that the discrimination that has occurred by virtue of the unfiled agreements
325 has harmed not only consumers and the development of competition generally, but
326 has also specifically harmed TWTC and all other CLECs that were not parties to the
327 secret agreements. As such, any remedies should include reparations for the harmed
328 CLECs in addition to the penalties recommended by Staff and calculated by this
329 Commission.

330 **Q. PLEASE DESCRIBE THE REMEDY YOU PROPOSE.**

³³ Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, 11 FCC Rcd 15499, 15583, ¶ 167 ("Local Competition Order").

331 A. There are several potential ways to recompense TWTC for the additional costs
332 it incurred while the secret agreements were in place. Some examples would include:
333 (1) making the unfiled agreements available to TWTC for a certain period of time on
334 a going forward basis, commensurate with the period of time the favored CLECs
335 benefited from the unfiled agreements; (2) require a going forward rate reduction for
336 all CLECs that did not participate in the unfiled agreements; and (3) payment to
337 TWTC of the difference between what it paid during the time of the unfiled
338 agreements and what it would have paid under the agreements, including interest.

339 I recommend that the Commission order Qwest to pay TWTC, and the other
340 CLECs that did not benefit from the unfiled agreements, a lump sum amount equal to
341 the difference between what each CLEC did pay Qwest and what it would have paid
Qwest under the terms of the unfiled agreements, plus interest.

343 **Q. WHY DID YOU REJECT THE FIRST OPTION – MAKING THE**
344 **UNFILED AGREEMENTS AVAILABLE TO TWTC AND OTHER**
345 **CLECS ON A GOING FORWARD BASIS?**

346 A. An accurate and equitable solution would match the discount to the rates that
347 were in place at the time the secret agreements became available. A going forward
348 solution would not achieve that goal since rates have changed since those agreements
349 were in place. In other words, applying those rates today – even with the favored
350 CLEC discounts – might not benefit TWTC as compared to the current rates. At a
351 minimum, because of rate changes, TWTC would not benefit to the degree the
352 favored CLECs benefited. The lump sum payment option, however, has the effect of
353 applying the unfiled agreements to TWTC's traffic on a matching basis – over the
354 same period of time.

355 Another problem with implementing the unfiled agreements for all CLECs on
a going forward basis is that the CLECs that engaged in the secret agreements would

357 benefit yet again from the agreements. That problem could be solved by not allowing
358 the favored CLECs to participate in the new rate structure, but that would appear to be
359 discriminatory. Having disparate rates for a limited amount of time on a going
360 forward basis would also create another market anomaly that should be avoided.

361 Moreover, in view of the FCC's recent order on pick-and-choose, it is unclear
362 whether this remedy would still be available as a matter of federal law.³⁴

363 **Q. WHY DID YOU REJECT THE SECOND OPTION – A GOING**
364 **FORWARD RATE REDUCTION DESIGNED TO COMPENSATE THE**
365 **CLECS FOR SAVINGS THEY WOULD HAVE RECEIVED?**

366 A. A going forward rate reduction would be difficult to design and administer.
367 To do such a reduction, one would need to calculate the dollar amount of the benefit
368 received by the favored CLECs and then apply it somehow on a going forward basis.
369 This would require tracking traffic, adjusting rates, monitoring savings, doing true-
370 ups, etc. The tracking and monitoring would be time consuming, expensive and
371 controversial. Further, TWTC should not have to wait any longer for payments.
372 Qwest should be required to pay TWTC the difference between what it did pay and
373 what it could have paid under the unfiled agreement rates, including interest. There is
374 no reason to further disadvantage TWTC by discounting the reimbursement over
375 time.

376 **Q. PLEASE EXPLAIN.**

377 A. The favored CLECs received their discounts over the last few years. If TWTC
378 were forced to wait an additional year or two to get its "refund" through a forward
379 looking discount, it would only exacerbate the harm to TWTC and the other CLECs.

380 **Q. SHOULD INTEREST APPLY TO THESE MONIES?**

³⁴ FCC Second Report and Order, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; CC Docket No. 01-338; FCC 04-164; released July 13, 2004.

381 A. Yes. From a purely financial and equity standpoint, Qwest should be required
382 to pay the monies, including interest, to account for the time value of money. Further,
383 as noted herein, the Washington statutes clearly provide the Commission with
384 authority to require "... interest from the date of the collection of said excess
385 amount."³⁵

386 **Q. HOW DO YOU PROPOSE TO CALCULATE THE LUMP SUM**
387 **PAYMENT FOR TWTC?**

388 A. TWTC is willing to meet with Qwest and identify the traffic (by rate element
389 and volumes) subject to refund. The two companies would work together to reach a
390 mutually acceptable traffic estimate and refund amount, including interest, based on
391 the Washington-specific statutory interest rate. Qwest would then make a compliance
filing for review by the Commission and other parties. If an agreement could not be
393 reached, TWTC would be willing to allow the Commission and its Staff to calculate
394 the amount of the lump sum refund based on information provided by both Qwest and
395 TWTC.

396 **Q. IS THERE ANY PRECEDENT FOR YOUR PROPOSAL TO**
397 **COMPENSATE TWTC BECAUSE OF HARM CAUSED BY THE**
398 **UNFILED AGREEMENTS?**

399 A. Yes. As discussed above, Qwest has agreed to compensate CLECs in Arizona
400 in an attempt to settle similar litigation there. In that proceeding Qwest agreed to
401 provide a one-time credit to eligible CLECs in the total amount of \$11,700,000.³⁶
402 Qwest should be required to compensate CLECs in Washington as well.

403 **Q. WHAT TRAFFIC SHOULD BE INCLUDED IN THE**
404 **CALCULATIONS?**

³⁵ See RCW 80.04.220, RCW 80.04.230 and RCW 80.04.240.

³⁶ See Notice of Filing Settlement Agreement, Before the Arizona Corporation Commission, Docket No. RT-00000F-02-0271; Docket No. T-00000A-97-0238; and Docket No. T-01051-02-0871; filed April 14, 2004.

405 A. The favored CLECs received discounts on *all* traffic and purchases from
406 Qwest. For instance, in the Arizona Opinion and Order it states, "Eschelon and
407 McLeod received discounts on Section 251(b) and (c) services, intrastate and
408 interstate switched access, special access and private line, and all other services."³⁷
409 TWTC and other CLECs should be compensated on all traffic and purchases as well.

410 **Q. DIDN'T THE FEDERAL DISTRICT COURT IN MINNESOTA**
411 **STRIKE DOWN THE RESTITUTIONAL REMEDIES ORDERED BY**
412 **THE MINNESOTA COMMISSION IN THAT STATE'S UNFILED**
413 **AGREEMENTS CASE?**

414 A. Yes. In the recent case of *Qwest Corporation v. Minnesota Public Utilities*
415 *Commission et al.*, the court held that the Minnesota Commission lacked statutory
416 authority to impose equitable relief and, therefore, vacated the restitutional remedies
from the Minnesota Commission's Penalty Order.³⁸

418 **Q. WOULDN'T ANY RESTITUTIONAL REMEDIES ORDERED BY**
419 **THIS COMMISSION BE INVALID FOR THE SAME REASONS THE**
420 **MINNESOTA COMMISSION'S RESTITUTIONAL REMEDIES**
421 **WERE VACATED?**

422 A. I don't believe so. While I am not a lawyer, it is my understanding that the
423 Washington statutory scheme differs from the Minnesota one in a number of key
424 respects. First, RCW 80.04.220, entitled "Reparations," provides:

425 When complaint has been made to the commission concerning the
426 reasonableness of any rate, toll, rental or charge for any service
427 performed by any public service company, and the same has been
428 investigated by the commission, and the commission has determined
429 that the public service company has charged an excessive or exorbitant
430 amount for such service, and the commission has determined that any
431 party complainant is entitled to an award of damages, the commission

³⁷ See Arizona Opinion and Order, at p. 29.

³⁸ *Qwest Corporation v. Minnesota Public Utilities Commission et al.*, Civil No. 03-3476 ADM/JSM (D. Minn., August 25, 2004).

432 shall order that the public service company pay to the complainant the
433 excess amount found to have been charged, whether such excess
434 amount was charged and collected before or after the filing of said
435 complaint, with interest from the date of the collection of said excess
436 amount.

437 Second, RCW 80.04.230, entitled "Overcharges-Refund," provides:

438 When complaint has been made to the commission that any public
439 service company has charged an amount for any service rendered in
440 excess of the lawful rate in force at the time such charge was made,
441 and the same has been investigated and the commission has
442 determined that the overcharge allegation is true, the commission may
443 order that the public service company pay to the complainant the
444 amount of the overcharge so found, whether such overcharge was
445 made before or after the filing of said complaint, with interest from the
446 date of collection of such overcharge.

447 Third, RCW 80.04.240, entitled "Action in court on reparations," provides:

448 If the public service company does not comply with the order of the
449 commission for the payment of the overcharge within the time limited
450 in such order, suit may be instituted in any superior court where
451 service may be had upon the said company to recover the amount of
452 the overcharge with interest ... If the complainant shall prevail in such
453 action, the superior court shall enter judgment for the amount of the
454 overcharge with interest and shall allow complainant a reasonable
455 attorney's fee, and the cost of preparing and certifying said record for
456 the benefit of and to be paid to the commission by complainant, and
457 deposited by the commission in the public service revolving fund, said
458 sums to be fixed and collected as a part of the costs of the suit ...

459 Accordingly, it seems clear that this Commission can determine that, by hiding from
460 other CLECs the discounts made available to McLeod and Eschelon, Qwest was in
461 effect charging other CLECs rates that were excessive, and order Qwest to pay those
462 CLECs reparations, including interest, under RCW 80.04.220. Or, the Commission
463 could order Qwest to pay to the other CLECs the difference between what they paid
464 Qwest and what they would have paid with the 10 percent discount offered to
McLeod and Eschelon as an overcharge under RCW 80.04.230. If Qwest refuses pay,

466 the harmed CLECs can sue in Superior Court under RCW 80.04.240 and
467 RCW 80.04.440. RCW 80.04.440, entitled "Companies liable for damages,"
468 provides:

469 In case any public service company shall do, cause to be done or
470 permit to be done any act, matter or thing prohibited, forbidden or
471 declared to be unlawful, or shall omit to do any act, matter or thing
472 required to be done, either by any law of this state, by this title or by
473 any order or rule of the commission, such public service company shall
474 be liable to the persons or corporations affected thereby for all loss,
475 damage or injury caused thereby or resulting there from, and in case of
476 recovery if the court shall find that such act or omission was willful, it
477 may, in its discretion, fix a reasonable counsel or attorney's fee, which
478 shall be taxed and collected as part of the costs in the case. An action
479 to recover for such loss, damage or injury may be brought in any court
480 of competent jurisdiction by any person or corporation.

481 Also, under RCW 80.36.140, the Commission could order Qwest to offer a 10
482 percent discount to the other CLECs as the non-discriminatory and non-preferential
483 rate to be in effect for the period the discounts were made available to McLeod and
484 Eschelon. That statute, entitled "Rates and services fixed by Commission," provides:

485 Whenever the commission shall find, after a hearing had upon its own
486 motion or upon complaint, that the rates, charges, tolls or rentals
487 demanded, exacted, charged or collected by any telecommunications
488 company for the transmission of messages by telecommunications, or
489 for the rental or use of any telecommunications line, instrument, wire,
490 appliance, apparatus or device or any telecommunications receiver,
491 transmitter, instrument, wire, cable, apparatus, conduit, machine,
492 appliance or device, or any telecommunications extension or extension
493 system, or that the rules, regulations or practices of any
494 telecommunications company affecting such rates, charges, tolls,
495 rentals or service are unjust, unreasonable, unjustly discriminatory or
496 unduly preferential, ... the commission shall determine the just and
497 reasonable rates, charges, tolls or rentals to be thereafter observed and
498 in force, and fix the same by order as provided in this title ...

499 However, as I discussed above, there are other potential problems with this option.

500 **Q. WHAT ABOUT YOUR RECOMMENDATION THAT THIS**
501 **COMMISSION ORDER REPARATIONS FOR DISCOUNTS**
502 **RELATING TO INTERSTATE SERVICES? ISN'T THIS**
503 **COMMISSION'S JURISDICTION LIMITED TO REGULATING**
504 **INTRASTATE RATES?**

505 A. Normally yes. However, the Commission clearly has authority to enforce
506 interconnection agreements, and the secret interconnection agreements that should
507 have been filed by Qwest and made available for opt-in by other CLECs included the
508 discounts on Section 251(b) and (c) services, intrastate and interstate services.
509 Therefore, the Commission should be able to order reparations that would in effect
510 enforce all of the provisions of the agreements that should have been made available
511 to all CLECs. In any case, the Commission clearly has the statutory authority to
512 complain about interstate rates, charges and practices and should do so. *See* RCW
513 80.36.250, entitled "Commission may complain of interstate rates," wherein it
514 provides:

515 The commission may investigate all interstate rates and charges,
516 classifications, or rules or practices relating thereto, for or in relation to
517 the transmission of messages or conversations. Where any acts in
518 relation thereto take place within this state which, in the opinion of the
519 commission, are excessive or discriminatory, or are levied or laid in
520 violation of the federal communications act of June 19, 1934, and acts
521 amendatory thereof or supplementary thereto, or are in conflict with
522 the rulings, orders, or regulations of the Federal Communications
523 Commission, the commission shall apply by petition to the Federal
524 communications Commission for relief, and may present to such
525 federal commission all facts coming to its knowledge respecting
526 violations of such act or the rulings, orders, or regulations of the
527 federal commission.

528 In short, I believe that all of the remedies I identify are available in Washington, the
529 federal district court decision in the Minnesota case notwithstanding.

530 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

A. Yes, it does.

Q. PLEASE DESCRIBE YOUR PROFESSIONAL EXPERIENCE.

A. Prior to my current position with QSI Consulting, I was a Senior Executive Staff Member in MCI WorldCom's ("MCIW") National Public Policy Group. In this position, I was responsible for providing public policy expertise in key cases across the country and for managing external consultants for MCIW's state public policy organization. In certain situations, I also provided testimony in regulatory and legislative proceedings.

Prior to my position with MCIW in Denver, I was an Executive Staff Member II at MCI Telecommunications ("MCI") World Headquarters in Washington D.C.. In that position I managed economists, external consultants, and provided training and policy support for regional regulatory staffs. Prior to that position I was a Senior Manager in MCI's Regulatory Analysis Department, which provided support in state regulatory and legislative matters to the various operating regions of MCI. In that position I was given responsibility for assigning resources from our group for state regulatory proceedings throughout the United States. At the same time, I prepared and presented testimony on various telecommunications issues before state regulatory and legislative bodies. I was also responsible for managing federal tariff reviews and presenting MCI's position on regulatory matters to the Federal Communications Commission. Prior to my assignment in the Regulatory Analysis Department, I was the Senior Manager of Economic Analysis and Regulatory Policy in the Legal, Regulatory and Legislative Affairs Department for the Midwest Division of MCI. In that position I developed and promoted regulatory policy within what was then a five-state operating division of MCI. I promoted MCI policy positions through negotiations, testimony and participation in industry forums.

Prior to my positions in the Midwest, I was employed as Manager of Tariffs and Economic Analysis with MCI's West Division in Denver, Colorado. In that position I was responsible for managing the development and application of MCI's tariffs in the fifteen MCI West states. I was also responsible for managing regulatory dockets and for providing economic and financial expertise in the areas of discovery and issue analysis. Prior to joining the West Division, I was a Financial Analyst III and then a Senior Staff Specialist with MCI's Southwest Division in Austin, Texas. In those positions, I was responsible for the management of regulatory dockets and liaison with outside counsel. I was also responsible for discovery, issue analysis, and for the development of working relationships with consumer and business groups. Just prior to joining MCI, I was employed by the Texas Public Utility Commission as a Telephone Rate

Analyst in the Engineering Division responsible for examining telecommunications cost studies and rate structures.

I was employed as an Economic Analyst with the Public Utility Commissioner of Oregon from July, 1983 to December, 1984. In that position, I examined and analyzed cost studies and rate structures in telecommunications rate cases and investigations. I also testified in rate cases and in private and public hearings regarding telecommunications services. Before joining the Oregon Commissioner's Staff, I was employed by the Bonneville Power Administration (United States Department of Energy) as a Financial Analyst, where I made total regional electric use forecasts and automated the Average System Cost Review Methodology. Prior to joining the Bonneville Power Administration, I held numerous positions of increasing responsibility in areas of forest management for both public and private forestry concerns.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL CREDENTIALS.

A. I received a Bachelor of Science degree from Oregon State University and a Master of Management degree in Finance and Quantitative Methods from Willamette University's Atkinson Graduate School of Management. I have also attended numerous courses and seminars specific to the telecommunications industry, including the NARUC Annual and Advanced Regulatory Studies Program.

Q. WHAT ARE YOUR CURRENT RESPONSIBILITIES?

A. Effective April 1, 2000, I joined QSI Consulting as Senior Vice President and Partner. In this position I provide analysis and testimony for QSI's many clients. The deliverables include written and oral testimony, analysis of rates, cost studies and policy positions, position papers, presentations on industry issues and training.

Q. PLEASE IDENTIFY THE JURISDICTIONS IN WHICH YOU HAVE TESTIFIED.

A. I have filed testimony or comments on telecommunications issues in Alabama, Arizona, California, Colorado, Delaware, Georgia, Florida, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Washington, West Virginia, Wisconsin and Wyoming. I have also filed comments with the FCC and made presentations to the Department of Justice.



I have testified or presented formal comments in the following proceedings and forums:

Alabama:

October 18, 2000; Docket No. 27867; Adelphia Business Solutions Arbitration with BellSouth Telecommunications; Direct Testimony on Behalf of Adelphia.

January 31, 2001; Docket No. 27867; Adelphia Business Solutions Arbitration with BellSouth Telecommunications; Rebuttal Testimony on Behalf of Adelphia.

Arizona:

September 23, 1987; Arizona Corporation Commission Workshop on Special Access Services; Comments on Behalf of MCI.

August 21, 1996; Affidavit in Opposition to USWC Motion for Partial Summary Judgment; No. CV 95-14284, No. CV-96-03355, No. CV-96-03356, (consolidated); On Behalf of MCI.

October 24, 1997; Comments to the Universal Service Fund Working Group; Docket No. R-0000-97-137; On Behalf of MCI.

May 8, 1998; Comments to the Universal Service Fund Working Group; Docket No. R-0000-97-137; On Behalf of MCI.

November 9, 1998; Docket No. T-03175A-97-0251; Application of MCI Metro Access Transmission Services, Inc. to Expand Its CCN to Provide IntraLATA Services and to Determine that Its IntraLATA Services are Competitive; Direct Testimony on Behalf of MCI WorldCom, Inc.

September 20, 1999; Docket No. T-00000B-97-238; USWC OSS Workshop; Comments on Behalf of MCI WorldCom, Inc.

January 8, 2001; Docket Nos. T-03654A-00-0882, T-01051B-00-0882; Petition of Level 3 Communications, LLC, for Arbitration with Qwest Corporation; Direct Testimony on Behalf of Level 3.

September 2, 2001; Docket No. T00000A-00-0194 Phase II - A; Investigation into Qwest's Compliance with Wholesale Pricing Requirements for Unbundled Network Elements and Resale Discounts; Rebuttal Testimony on Behalf of WorldCom, Inc.



January 9, 2004; Docket No. T-00000A-03-0369; In the Matter of ILEC Unbundling Obligations as a Result of the Federal Triennial Review Order; Direct Testimony on Behalf of WorldCom, Inc. (MCI).

California:

August 30, 1996; Application No. 96-08-068; MCI Petition for Arbitration with Pacific Bell; Direct Testimony on Behalf of MCI.

September 10, 1996; Application No. 96-09-012; MCI Petition for Arbitration with GTE California, Inc.; Direct Testimony on Behalf of MCI.

June 5, 2000; Petition of Level 3 Communications for Arbitration of an Interconnection Agreement with Pacific Bell Telephone Company; Direct Testimony on Behalf of Level (3) Communications, LLC.

Colorado:

December 1, 1986; Investigation and Suspension Docket No. 1720; Rate Case of Mountain States Telephone and Telegraph Company; Direct Testimony on Behalf of MCI.

October 26, 1988; Investigation and Suspension Docket No. 1766; Mountain States Telephone and Telegraph Company's Local Calling Access Plan; Direct Testimony of Behalf of MCI.

September 6, 1996; MCImetro Petition for Arbitration with U S WEST Communications, Inc.; Docket No. 96A-366T (consolidated); Direct Testimony on Behalf of MCI.

September 17, 1996; MCImetro Petition for Arbitration with U S WEST Communications, Inc.; Docket No. 96A-366T (consolidated); Rebuttal Testimony on Behalf of MCI.

September 26, 1996; Application of U S WEST Communications, Inc. To Modify Its Rate and Service Regulation Plan; Docket No. Docket No. 90A-665T (consolidated); Direct Testimony on Behalf of MCI.

October 7, 1996; Application of U S WEST Communications, Inc. To Modify Its Rate and Service Regulation Plan; Docket No. Docket No. 90A-665T (consolidated); Rebuttal Testimony on Behalf of MCI.

July 18, 1997; Complaint of MCI to Reduce USWC Access Charges to Economic Cost; Docket Nos. 97K-237T, 97F-175T (consolidated) and 97F-212T (consolidated); Direct Testimony on Behalf of MCI.

August 15, 1997; Complaint of MCI to Reduce USWC Access Charges to Economic Cost; Docket Nos. 97K-237T, 97F-175T (consolidated) and 97F-212T (consolidated); Rebuttal Testimony on Behalf of MCI.

March 10, 1998; Application of WorldCom, Inc. for Approval to Transfer Control of MCI to WorldCom, Inc.; Docket No. 97A-494T; Supplemental Direct Testimony on Behalf of MCI.

March 26, 1998; Application of WorldCom, Inc. for Approval to Transfer Control of MCI to WorldCom, Inc.; Docket No. 97A-494T; Rebuttal Testimony on Behalf of MCI.

May 8, 1998; Application of WorldCom, Inc. for Approval to Transfer Control of MCI to WorldCom, Inc.; Docket No. 97A-494T; Affidavit in Response to GTE.

November 4, 1998; Proposed Amendments to the Rules Prescribing IntraLATA Equal Access; Docket No. 98R-426T; Comments to the Commission on Behalf of MCI WorldCom and AT&T Communications of the Mountain States, Inc.

May 13, 1999; Proposed Amendments to the Rules on Local Calling Area Standards; Docket No. 99R-128T; Oral Comments before the Commissioners on Behalf of MCIW.

January 4, 2001; Petition of Level 3 Communications, LLC for Arbitration with Qwest Corporation; Docket No. 00B-601T; Direct Testimony on Behalf of Level 3.

January 16, 2001; Petition of Level 3 Communications, LLC for Arbitration with Qwest Corporation; Docket No. 00B-601T; Rebuttal Testimony on Behalf of Level 3.

January 29, 2001; Qwest Corporation, Inc., Plaintiff, v. IP Telephony, Inc., Defendant. District Court, City and County of Denver, State of Colorado; Case No. 99CV8252; Direct Testimony on Behalf of IP Telephony.

June 27, 2001; US WEST Statement of Generally Available Terms and Conditions; Docket No. 991-577T; Direct Testimony on Behalf of Covad Communications Company, Rhythms Links, Inc., and New Edge Networks, Inc.

Delaware:

February 12, 1993; Diamond State Telephone Company's Application for a Rate Increase; Docket No. 92-47; Direct Testimony on Behalf of MCI.

Florida:

July 1, 1994; Investigation into IntraLATA Presubscription; Docket No. 930330-TP; Direct Testimony on Behalf of MCI.

October 5, 2000; Petition of Level 3 for Arbitration with BellSouth; Docket No. 000907-TP; Direct Testimony On Behalf of Level 3.

October 13, 2000; Petition of BellSouth for Arbitration with US LEC of Florida Inc.; Docket No. 000084-TP; Direct Testimony On Behalf of US LEC.

October 27, 2000; Petition of BellSouth for Arbitration with US LEC of Florida Inc.; Docket No. 000084-TP; Rebuttal Testimony On Behalf of US LEC.

November 1, 2000; Petition of Level 3 for Arbitration with BellSouth; Docket No. 000907-TP; Rebuttal Testimony On Behalf of Level 3.

Georgia:

December 6, 2000; Docket No. 12645-U; Petition of Level 3 for Arbitration with BellSouth; Direct Testimony on Behalf of Level 3.

December 20, 2000; Docket No. 12645-U; Petition of Level 3 for Arbitration with BellSouth; Rebuttal Testimony on Behalf of Level 3.

Idaho:

November 20, 1987; Case No. U_1150_1; Petition of MCI for a Certificate of Public Convenience and Necessity; Direct Testimony on Behalf of MCI.

March 17, 1988; Case No. U_1500_177; Investigation of the Universal Local Access Service Tariff; Direct Testimony on Behalf of MCI.

April 26, 1988; Case No. U_1500_177; Investigation of the Universal Local Access Service Tariff; Rebuttal Testimony on Behalf of MCI.

November 25, 2002; Case No. GNR-T-02-16; Petition of Potlatch, CenturyTel, the Idaho Telephone Association for Declaratory Order Prohibiting the Use of "Virtual" NXX Calling; Comments/Presentation on Behalf of Level 3, AT&T, WorldCom, and Time Warner Telecom.

Illinois:

January 16, 1989; Docket No. 83_0142; Appropriate Methodology for Intrastate Access Charges; Rebuttal Testimony Regarding Toll Access Denial on Behalf of MCI.

February 16, 1989; Docket No. 83_0142; Appropriate Methodology for Intrastate Access Charges; Testimony Regarding ICTC's Access Charge Proposal on Behalf of MCI.

May 3, 1989; Docket No. 89_0033; Illinois Bell Telephone Company's Rate Restructuring; Direct Testimony on Behalf of MCI.

July 14, 1989; Docket No. 89-0033; Illinois Bell Telephone Company's Rate Restructuring; Rebuttal Testimony on Behalf of MCI.

November 22, 1989; Docket No. 88-0091; IntraMSA Dialing Arrangements; Direct Testimony on Behalf of MCI.

February 9, 1990; Docket No. 88-0091; IntraMSA Dialing Arrangements; Rebuttal Testimony on Behalf of MCI.

November 19, 1990; Docket No. 83-0142; Industry presentation to the Commission re Docket No. 83-0142 and issues for next generic access docket; Comments re the Imputation Trial and Unitary Pricing/Building Blocks on Behalf of MCI.

July 29, 1991; Case No. 90-0425; Presentation to the Industry Regarding MCI's Position on Imputation.

November 18, 1993; Docket No. 93-0044; Complaint of MCI and LDDS re Illinois Bell Additional Aggregated Discount and Growth Incentive Discount Services; Direct Testimony on Behalf of MCI and LDDS.

January 10, 1994; Docket No. 93-0044; Complaint of MCI and LDDS re Illinois Bell Additional Aggregated Discount and Growth Incentive Discount Services; Rebuttal Testimony on Behalf of MCI and LDDS.

May 30, 2000; Docket No. 00-0332; Level 3 Petition for Arbitration to Establish and Interconnection Agreement with Illinois Bell Telephone Company; Direct Testimony on Behalf of Level (3) Communications, LLC.

July 11, 2000; Docket No. 00-0332; Level 3 Petition for Arbitration to Establish and Interconnection Agreement with Illinois Bell Telephone Company; Supplemental Verified Statement on Behalf of Level (3) Communications, LLC.

Indiana:

October 28, 1988; Cause No. 38561; Deregulation of Customer Specific Offerings of Indiana Telephone Companies; Direct Testimony on Behalf of MCI.

December 16, 1988; Cause No. 38561; Deregulation of Customer Specific Offerings of Indiana Telephone Companies; Direct Testimony on Behalf of MCI Regarding GTE.

April 14, 1989; Cause No. 38561; Deregulation of Customer Specific Offerings of Indiana Telephone Companies; Direct Testimony on Behalf of MCI Regarding Staff Reports.

June 21, 1989; Cause No. 37905; Intrastate Access Tariffs – Parity with Federal Rates; Direct Testimony on Behalf of MCI.

June 29, 1989; Cause No. 38560; Reseller Complaint Regarding 1+ IntraLATA Calling; Direct Testimony on Behalf of MCI.

October 25, 1990; Cause No. 39032; MCI Request for IntraLATA Authority; Direct Testimony on Behalf of MCI.

April 4, 1991; Rebuttal Testimony in Cause No. 39032 re MCI's Request for IntraLATA Authority on Behalf of MCI.

Iowa:

September 1, 1988; Docket No. RPU 88_6; IntraLATA Competition in Iowa; Direct Testimony on Behalf of MCI.

September 20, 1988; Docket No. RPU_88_1; Regarding the Access Charges of Northwestern Bell Telephone Company; Direct Testimony on Behalf of MCI.



September 25, 1991; Docket No. RPU-91-4; Investigation of the Earnings of US WEST Communications, Inc.; Direct Testimony on Behalf of MCI.

October 3, 1991; Docket No. NOI-90-1; Presentation on Imputation of Access Charges and the Other Costs of Providing Toll Services; On Behalf of MCI.

November 5, 1991; Docket No. RPU-91-4; Investigation of the Earnings of US WEST Communications, Inc.; Rebuttal Testimony on Behalf of MCI.

December 23, 1991; Docket No. RPU-91-4; Investigation of the Earnings of US WEST Communications, Inc.; Supplemental Testimony on Behalf of MCI.

January 10, 1992; Docket No. RPU-91-4; Investigation of the Earnings of US WEST Communications, Inc.; Rebuttal Testimony on Behalf of MCI.

January 20, 1992; Docket No. RPU-91-4; Investigation of the Earnings of US WEST Communications, Inc.; Surrebuttal Testimony on Behalf of MCI.

June 8, 1999; Docket NOI-99-1; Universal Service Workshop; Participated on numerous panels during two day workshop; Comments on Behalf of MCIW.

October 27, 1999; Docket NOI-99-1; Universal Service Workshop; Responded to questions posed by the Staff of the Board during one day workshop; Comments on Behalf of MCIW and AT&T.

November 14, 2003; Docket Nos. INU-03-4, WRU-03-61; In Re: Qwest Corporation; Sworn Statement of Position on Behalf of MCI.

December 15, 2003; Docket Nos. INU-03-4, WRU-03-61; In Re: Qwest Corporation; Sworn Counter Statement of Position on Behalf of MCI.

Kansas:

June 10, 1992; Docket No. 181,097-U; General Investigation into IntraLATA Competition within the State of Kansas; Direct Testimony on Behalf of MCI.

September 16, 1992; Docket No. 181,097-U; General Investigation into IntraLATA Competition within the State of Kansas; Rebuttal Testimony on Behalf of MCI.

Kentucky:

May 20, 1993; Administrative Case No. 323, Phase I; An Inquiry into IntraLATA Toll Competition, an Appropriate Compensation Scheme for Completion of IntraLATA Calls by Interexchange Carriers, and WATS Jurisdictionality; Direct Testimony on Behalf of MCI.

December 21, 2000; Case No. 2000-404; Petition of Level 3 Communications, LLC for Arbitration with BellSouth; Direct Testimony on Behalf of Level 3.

January 12, 2001; Case No. 2000-477; Petition of Adelphia Business Solutions for Arbitration with BellSouth; Direct Testimony on Behalf of Adelphia.

Louisiana:

December 28, 2000; Docket No. U-25301; Petition of Adelphia Business Solutions for Arbitration with BellSouth; Direct Testimony on Behalf of Adelphia.

January 5, 2001; Docket No. U-25301; Petition of Adelphia Business Solutions for Arbitration with BellSouth; Rebuttal Testimony on Behalf of Adelphia.

Maryland:

November 12, 1993; Case No. 8585; Competitive Safeguards Required re C&P's Centrex Extend Service; Direct Testimony on Behalf of MCI.

January 14, 1994; Case No. 8585; Competitive Safeguards Required re C&P's Centrex Extend Service; Rebuttal Testimony on Behalf of MCI.

May 19, 1994; Case No. 8585; Re Bell Atlantic Maryland, Inc.'s Transmittal No. 878; Testimony on Behalf of MCI.

June 2, 1994; Case No. 8585; Competitive Safeguards Required re C&P's Centrex Extend Service; Rebuttal Testimony on Behalf of MCI.

September 5, 2001; Case No. 8879; Rates for Unbundled Network Elements Pursuant to the Telecommunications Act of 1996; Rebuttal Testimony on behalf of the Staff of the Public Service Commission of Maryland.

October 15, 2001; Case No. 8879; Rates for Unbundled Network Elements Pursuant to the Telecommunications Act of 1996; Surrebuttal Testimony on behalf of the Staff of the Public Service Commission of Maryland.

Massachusetts:

April 22, 1993; D.P.U. 93-45; New England Telephone Implementation of Interchangeable NPAs; Direct Testimony on Behalf of MCI.

May 10, 1993; D.P.U. 93-45; New England Telephone Implementation of Interchangeable NPAs; Rebuttal Testimony on Behalf of MCI.

Michigan:

September 29, 1988; Case Nos. U_9004, U_9006, U_9007 (Consolidated); Industry Framework for IntraLATA Toll Competition; Direct Testimony on Behalf of MCI.

November 30, 1988; Case Nos. U_9004, U_9006, U_9007 (Consolidated); Industry Framework for IntraLATA Toll Competition; Rebuttal Testimony on Behalf of MCI.

June 30, 1989; Case No. U-8987; Michigan Bell Telephone Company Incentive Regulation Plan; Direct Testimony on Behalf of MCI.

July 31, 1992; Case No. U-10138; MCI v Michigan Bell and GTE re IntraLATA Equal Access; Direct Testimony on Behalf of MCI.

November 17, 1992; Case No. U-10138; MCI v Michigan Bell and GTE re IntraLATA Equal Access; Rebuttal Testimony on Behalf of MCI.

July 22, 1993; Case No. U-10138 (Reopener); MCI v Michigan Bell and GTE re IntraLATA Equal Access; Direct Testimony on Behalf of MCI.

February 16, 2000; Case No. U-12321; AT&T Communications of Michigan, Inc. Complainant v. GTE North Inc. and Contel of the South, Inc., d/b/a GTE Systems of Michigan; Direct Testimony on Behalf of AT&T. (Adopted Testimony of Michael Starkey)

May 11, 2000; Case No. U-12321; AT&T Communications of Michigan, Inc. Complainant v. GTE North Inc. and Contel of the South, Inc., d/b/a GTE Systems of Michigan; Rebuttal Testimony on Behalf of AT&T.

June 8, 2000; Case No. U-12460; Petition of Level 3 Communications for Arbitration to Establish an Interconnection Agreement with Ameritech Michigan; Direct Testimony on Behalf of Level (3) Communications, LLC.

September 27, 2000; Case No. U-12528; In the Matter of the Implementation of the Local Calling Area Provisions of the MTA; Rebuttal Testimony on Behalf of Focal Communications, Inc.

Minnesota:

January 30, 1987; Docket No. P_421/CI_86_88; Summary Investigation into Alternative Methods for Recovery of Non-traffic Sensitive Costs; Comments to the Commission on Behalf of MCI.

September 7, 1993; Docket No. P-999/CI-85-582, P-999/CI-87-697 and P-999/CI-87-695, In the Matter of an Investigation into IntraLATA Equal Access and Presubscription; Comments of MCI on the Report of the Equal Access and Presubscription Study Committee on Behalf of MCI.

September 20, 1996; Petition for Arbitration with U S WEST Communications, Inc.; Docket No. P-442, 421/M-96-855; P-5321, 421/M-96-909; and P-3167, 421/M-96-729 (consolidated); Direct Testimony on Behalf of MCI.

September 30, 1996; Petition for Arbitration with U S WEST Communications, Inc.; Docket No. P-442, 421/M-96-855; P-5321, 421/M-96-909; and P-3167, 421/M-96-729 (consolidated); Rebuttal Testimony on Behalf of MCI.

September 14-16, 1999; USWC OSS Workshop; Comments on Behalf of MCI WorldCom, Inc. re OSS Issues.

September 28, 1999; Docket No. P-999/R-97-609; Universal Service Group; Comments on Behalf of MCI WorldCom, Inc. and AT&T Communications.

April 18, 2002; Commission Investigation of Qwest's Pricing of Certain Unbundled Network Elements; Docket Nos. P-442, 421, 3012/M-01-1916; P-421/C1-01-1375; OAH Docket No. 12-2500-14490; Rebuttal Testimony on Behalf of McLeod USA Telecommunications Services, Inc., Eschelon Telecom of Minnesota, Inc., US Link, Inc., Northstar Access, LLC, Otter Tail Telecomm LLC, VAL-Ed Joint Venture, LLP, dba 702 Communications.

Mississippi:

February 2, 2001; Docket No. 2000-AD-846; Petition of Adelphia Business Solutions for Arbitration with BellSouth Telecommunications; Direct Testimony on Behalf of Adelphia.

February 16, 2001; Docket No. 2000-AD-846; Petition of Adelphia Business Solutions for Arbitration with BellSouth Telecommunications; Rebuttal Testimony on Behalf of Adelphia.

Montana:

May 1, 1987; Docket No. 86.12.67; Rate Case of AT&T Communications of the Mountain States, Inc.; Direct Testimony on Behalf of MCI.

September 12, 1988; Docket No. 88.1.2; Rate Case of Mountain States Telephone and Telegraph Company; Direct Testimony on Behalf of MCI.

May 12, 1998; Docket No. D97.10.191; Application of WorldCom, Inc. for Approval to Transfer Control of MCI Communications Corporation to WorldCom, Inc.; Rebuttal Testimony on Behalf of MCI.

June 1, 1998; Docket No. D97.10.191; Application of WorldCom, Inc. for Approval to Transfer Control of MCI Communications Corporation to WorldCom, Inc.; Amended Rebuttal Testimony on Behalf of MCI.

Nebraska:

November 6, 1986; Application No. C_627; Nebraska Telephone Association Access Charge Proceeding; Direct Testimony on Behalf of MCI.

March 31, 1988; Application No. C_749; Application of United Telephone Long Distance Company of the Midwest for a Certificate of Public Convenience and Necessity; Direct Testimony on Behalf of MCI.

New Hampshire:

April 30, 1993; Docket DE 93-003; Investigation into New England Telephone's Proposal to Implement Seven Digit Dialing for Intrastate Toll Calls; Direct Testimony on Behalf of MCI.

January 12, 2001; Docket No. DT 00-223; Investigation Into Whether Certain Calls are Local; Direct Testimony on Behalf of BayRing Communications.

April 5, 2002; Docket No. DT 00-223; Investigation Into Whether Certain Calls are Local; Rebuttal Testimony on Behalf of BayRing Communications.



New Jersey:

September 15, 1993; Docket No. TX93060259; Notice of Pre-Proposal re IntraLATA Competition; Comments in Response to the Board of Regulatory Commissioners on Behalf of MCI.

October 1, 1993; Docket No. TX93060259; Notice of Pre-Proposal re IntraLATA Competition; Reply Comments in Response to the Board of Regulatory Commissioners on Behalf of MCI.

April 7, 1994; Docket Nos. TX90050349, TE92111047, and TE93060211; Petitions of MCI, Sprint and AT&T for Authorization of IntraLATA Competition and Elimination of Compensation; Direct Testimony on Behalf of MCI.

April 25, 1994; Docket Nos. TX90050349, TE92111047, and TE93060211; Petitions of MCI, Sprint and AT&T for Authorization of IntraLATA Competition and Elimination of Compensation; Rebuttal Testimony on Behalf of MCI.

New Mexico:

September 28, 1987; Docket No. 87_61_TC; Application of MCI for a Certificate of Public Convenience and Necessity; Direct Testimony on Behalf of MCI.

August 30, 1996; Docket No. 95-572-TC; Petition of AT&T for IntraLATA Equal Access; Rebuttal Testimony on Behalf of MCI.

September 16, 2002; Utility Case No. 3495, Phase B; Consideration of Costing and Pricing Rules for OSS, Collocation, Shared Transport, Nonrecurring Charges, Spot Frames, Combination of Network Elements and Switching; Direct Testimony on Behalf of the Staff of the New Mexico Public Regulation Commission.

New York:

April 30, 1992; Case 28425; Comments of MCI Telecommunications Corporation on IntraLATA Presubscription.

June 8, 1992; Case 28425; Reply Comments of MCI Telecommunications Corporation on IntraLATA Presubscription.

North Carolina:

August 4, 2000; Docket No. P779 SUB4; Petition of Level (3) Communications, LLC for Arbitration with Bell South; Direct Testimony on Behalf of Level (3) Communications, LLC.

September 18, 2000; Docket No. P779 SUB4; Petition of Level (3) Communications, LLC for Arbitration with Bell South; Rebuttal Testimony on Behalf of Level (3) Communications, LLC.

October 18, 2000; Docket No. P-886, SUB 1; Petition of Adelpia Business Solutions or North Carolina, LP for Arbitration with BellSouth; Direct Testimony on Behalf of Adelpia.

December 8, 2000; Docket No. P-886, SUB 1; Petition of Adelpia Business Solutions or North Carolina, LP for Arbitration with BellSouth; Rebuttal Testimony on Behalf of Adelpia.

North Dakota:

June 24, 1991; Case No. PU-2320-90-183 (Implementation of SB 2320 -- Subsidy Investigation); Direct Testimony on Behalf of MCI.

October 24, 1991; Case No. PU-2320-90-183 (Implementation of SB 2320 -- Subsidy Investigation); Rebuttal Testimony on Behalf of MCI.

December 4, 2002; Case No. PU-2065-02-465; Petition of Level 3 for Arbitration with SRT Communications Cooperative; Direct Testimony on Behalf of Level (3) Communications, LLC.

May 2, 2003; Case No. PU-2342-01-296; Qwest Corporation Price Investigation; Direct Testimony on Behalf of the CLEC Coalition (US Link, Inc., VAL-ED Joint Venture LLP d/b/a 702 Communications, McLeodUSA Telecommunications, Inc. and IdeaOne Telecom Group, LLC).

Oklahoma:

April 2, 1992; Cause No. 28713; Application of MCI for Additional CCN Authority to Provide IntraLATA Services; Direct Testimony on Behalf of MCI.

June 22, 1992; Cause No. 28713; Application of MCI for Additional CCN Authority to Provide IntraLATA Services; Rebuttal Testimony on Behalf of MCI.



Oregon:

October 27, 1983; Docket No. UT 9; Pacific Northwest Bell Telephone Company Business Measured Service; Direct Testimony on Behalf of the Public Utility Commissioner of Oregon.

April 23, 1984; Docket No. UT 17; Pacific Northwest Bell Telephone Company Business Measured Service; Direct Testimony on Behalf of the Public Utility Commissioner of Oregon.

May 7, 1984; Docket No. UT 17; Pacific Northwest Bell Telephone Company Business Measured Service; Rebuttal Testimony on Behalf of the Public Utility Commissioner of Oregon.

October 31, 1986; Docket No. AR 154; Administrative Rules Relating to the Universal Service Protection Plan; Rebuttal Testimony on Behalf of MCI.

September 6, 1996; Docket ARB3/ARB6; Petition of MCI for Arbitration with U S WEST Communications, Inc.; Direct Testimony on Behalf of MCI.

October 11, 1996; Docket No. ARB 9; Interconnection Contract Negotiations Between MCImetro and GTE; Direct Testimony on Behalf of MCI.

November 5, 1996; Docket No. ARB 9; Interconnection Contract Negotiations Between MCImetro and GTE; Rebuttal Testimony on Behalf of MCI.

November 6, 2002; Docket No. UM 1058; Investigation into the Use of Virtual NPA/NXX Calling Patterns; Comments/Presentation on Behalf of Level (3) Communications, LLC.

Pennsylvania:

December 9, 1994; Docket No. I-00940034; Investigation Into IntraLATA Interconnection Arrangements (Presubscription); Direct Testimony on Behalf of MCI.

September 5, 2002; Docket No. C-20028114; Level 3 Communications, LLC v. Marianna & Scenery Hill Telephone Company; Direct Testimony on Behalf of Level (3) Communications, LLC.

Rhode Island:

April 30, 1993; Docket No. 2089; Dialing Pattern Proposal Made by the New England Telephone Company; Direct Testimony on Behalf of MCI.

South Carolina:

Oct. ??, 2000; Docket No. 2000-0446-C; US LEC of South Carolina Inc. Arbitration with BellSouth Telecommunications; Direct Testimony on Behalf of US LEC.

November 22, 2000; Docket No. 2000-516-C; Adelpia Business Solutions of South Carolina, Inc. Arbitration with BellSouth Telecommunications; Direct Testimony on Behalf of Adelpia.

December 14, 2000; Docket No. 2000-516-C; Adelpia Business Solutions of South Carolina, Inc. Arbitration with BellSouth Telecommunications; Rebuttal Testimony on Behalf of Adelpia.

South Dakota:

November 11, 1987; Docket No. F_3652_12; Application of Northwestern Bell Telephone Company to Introduce Its Contract Toll Plan; Direct Testimony on Behalf of MCI.

May 27, 2003; Docket No. TC03-057; Application of Qwest to Reclassify Local Exchange Services as Fully Competitive; Direct Testimony on Behalf of WorldCom, Inc., Black Hills FiberCom and Midcontinent Communications.

Tennessee:

January 31, 2001; Petition of Adelpia Business Solutions for Arbitration with BellSouth Telecommunications; Direct Testimony on Behalf of Adelpia.

February 7, 2001; Petition of Adelpia Business Solutions for Arbitration with BellSouth Telecommunications; Rebuttal Testimony on Behalf of Adelpia.

Texas:

June 5, 2000; PUC Docket No. 22441; Petition of Level 3 for Arbitration with Southwestern Bell Telephone Company; Direct Testimony on Behalf of Level (3) Communications, LLC.



June 12, 2000; PUC Docket No. 22441; Petition of Level 3 for Arbitration with Southwestern Bell Telephone Company; Rebuttal Testimony on Behalf of Level (3) Communications, LLC.

October 10, 2002; PUC Docket No. 26431; Petition of Level 3 for Arbitration with CenturyTel of Lake Dallas, Inc. and CenturyTel of San Marcos, Inc.; Direct Testimony on Behalf of Level (3) Communications, LLC.

October 16, 2002; PUC Docket No. 26431; Petition of Level 3 for Arbitration with CenturyTel of Lake Dallas, Inc. and CenturyTel of San Marcos, Inc.; Reply Testimony on Behalf of Level (3) Communications, LLC.

Utah:

November 16, 1987; Case No. 87_049_05; Petition of the Mountain State Telephone and Telegraph Company for Exemption from Regulation of Various Transport Services; Direct Testimony on Behalf of MCI.

July 7, 1988; Case No. 83_999_11; Investigation of Access Charges for Intrastate InterLATA and IntraLATA Telephone Services; Direct Testimony on Behalf of MCI.

November 8, 1996; Docket No. 96-095-01; MCImetro Petition for Arbitration with USWC Pursuant to 47 U.S.C. Section 252; Direct Testimony on Behalf of MCI.

November 22, 1996; Docket No. 96-095-01; MCImetro Petition for Arbitration with USWC Pursuant to 47 U.S.C. Section 252; Rebuttal Testimony on Behalf of MCI.

September 3, 1997; Docket No. 97-049-08; USWC Rate Case; Surrebuttal Testimony on Behalf of MCI.

September 29, 1997; Docket No. 97-049-08; USWC Rate Case; Revised Direct Testimony on Behalf of MCI.

February 2, 2001; Docket No. 00-999-05; In the Matter of the Investigation of Inter-Carrier Compensation for Exchanged ESP Traffic; Direct Testimony on Behalf of Level 3 Communications, LLP.

Washington:

September 27, 1988; Docket No. U-88-2052-P; Petition of Pacific Northwest Bell Telephone Company for Classification of Services as Competitive; Direct Testimony on Behalf of MCI.

October 11, 1996; Docket No. UT-96-0338; Petition of MCImetro for Arbitration with GTE Northwest, Inc., Pursuant to 47 U.S.C.252; Direct Testimony on Behalf of MCI.

November 20, 1996; Docket No. UT-96-0338; Petition of MCImetro for Arbitration with GTE Northwest, Inc., Pursuant to 47 U.S.C.252; Rebuttal Testimony on Behalf of MCI.

January 13, 1998; Docket No. UT-97-0325; Rulemaking Workshop re Access Charge Reform and the Cost of Universal Service; Comments and Presentation on Behalf of MCI.

December 21, 2001; Docket No. UT-003013, Part D; Continued Costing and Pricing of Unbundled Network Elements, Transport, and Termination; Direct Testimony on Behalf of WorldCom, Inc.

October 18, 2002; Docket No. UT-023043; Petition of Level 3 for Arbitration with CenturyTel of Washington, Inc.; Direct Testimony on Behalf of Level (3) Communications, LLC.

November 1, 2002; Docket No. UT-023043; Petition of Level 3 for Arbitration with CenturyTel of Washington, Inc.; Rebuttal Testimony on Behalf of Level (3) Communications, LLC.

January 31, 2003; Docket No. UT-021569; Developing an Interpretive or Policy Statement relating to the Use of Virtual NPA/NXX Calling Patterns; Comments on Behalf of WorldCom, Inc. and KMC Telecom.

May 1, 2003; Docket No. UT-021569; Developing an Interpretive or Policy Statement relating to the Use of Virtual NPA/NXX Calling Patterns; Workshop Participation on Behalf of MCI, KMC Telecom, and Level (3) Communications, LLC.

August 13, 2003; Docket No. UT-030614; In the Matter of the Petition of Qwest Corporation for Competitive Classification of Basic Exchange Telecommunications Services; Direct Testimony on Behalf of MCI, Inc.

August 29, 2003; UT-030614; In the Matter of the Petition of Qwest Corporation for Competitive Classification of Basic Exchange Telecommunications Services; Rebuttal Testimony on Behalf of MCI, Inc.

West Virginia:

October 11, 1994; Case No. 94-0725-T-PC; Bell Atlantic - West Virginia Incentive Regulation Plan; Direct Testimony on Behalf of MCI.

June 18, 1998; Case No. 97-1338-T-PC; Petition of WorldCom, Inc. for Approval to Transfer Control of MCI Communications Corporation to WorldCom, Inc.; Rebuttal Testimony on Behalf of MCI.

Wisconsin:

October 31, 1988; Docket No. 05_TR_102; Investigation of Intrastate Access Costs, Settlements, and IntraLATA Access Charges; Direct Testimony on Behalf of MCI.

November 14, 1988; Docket No. 05_TR_102; Investigation of Intrastate Access Costs, Settlements, and IntraLATA Access Charges; Rebuttal Testimony on Behalf of MCI.

December 12, 1988; Docket No. 05_TI_116; In the Matter of Provision of Operator Services; Rebuttal Testimony on Behalf of MCI.

March 6, 1989; Docket No. 6720_TI_102; Review of Financial Data Filed by Wisconsin Bell, Inc.; Direct Testimony on Behalf of MCI.

May 1, 1989; Docket No. 05_NC_100; Amendment of MCI's CCN for Authority to Provide IntraLATA Dedicated Access Services; Direct Testimony on Behalf of MCI.

May 11, 1989; Docket No. 6720_TR_103; Investigation Into the Financial Data and Regulation of Wisconsin Bell, Inc.; Rebuttal Testimony on Behalf of MCI.

July 5, 1989; Docket No. 05-TI-112; Disconnection of Local and Toll Services for Nonpayment – Part A; Direct Testimony on Behalf of MCI.

July 5, 1989; Docket No. 05-TI-112; Examination of Industry Wide Billing and Collection Practices – Part B; Direct Testimony on Behalf of MCI.

July 12, 1989; Docket No. 05-TI-112; Rebuttal Testimony in Parts A and B on Behalf of MCI.

October 9, 1989; Docket No. 6720-TI-102; Review of the WBI Rate Moratorium; Direct Testimony on Behalf of MCI.

November 17, 1989; Docket No. 6720-TI-102; Review of the WBI Rate Moratorium; Rebuttal Testimony on Behalf of MCI.

December 1, 1989; Docket No. 05-TR-102; Investigation of Intrastate Access Costs, Settlements, and IntraLATA Access Charges; Direct Testimony on Behalf of MCI.

April 16, 1990; Docket No. 6720-TR-104; Wisconsin Bell Rate Case; Direct Testimony on Behalf of MCI.

October 1, 1990; Docket No. 2180-TR-102; GTE Rate Case and Request for Alternative Regulatory Plan; Direct Testimony on Behalf of MCI.

October 15, 1990; Docket No. 2180-TR-102; GTE Rate Case and Request for Alternative Regulatory Plan; Rebuttal Testimony on Behalf of MCI.

November 15, 1990; Docket No. 05-TR-103; Investigation of Intrastate Access Costs and Intrastate Access Charges; Direct Testimony on Behalf of MCI.

April 3, 1992; Docket No. 05-NC-102; Petition of MCI for IntraLATA 10XXX 1+ Authority; Direct Testimony on Behalf of MCI.

September 30, 2002; Docket No. 05-MA-130; Petition of Level 3 for Arbitration with CenturyTel; Direct Testimony on Behalf of Level (3) Communications, LLC.

October 9, 2002; Docket No. 05-MA-130; Petition of Level 3 for Arbitration with CenturyTel; Reply Testimony on Behalf of Level (3) Communications, LLC.

Wyoming:

June 17, 1987; Docket No. 9746 Sub 1; Application of MCI for a Certificate of Public Convenience and Necessity; Direct Testimony on Behalf of MCI.

May 19, 1997; Docket No. 72000-TC-97-99; In the Matter of Compliance with Federal Regulations of Payphones; Oral Testimony on Behalf of MCI.



**Comments Submitted to the Federal Communications Commission and/or
the Department of Justice**

March 6, 1991; Ameritech Transmittal No. 518; Petition to Suspend and Investigate on Behalf of MCI re Proposed Rates for OPTINET 64 Kbps Service.

April 17, 1991; Ameritech Transmittal No. 526; Petition to Suspend and Investigate on Behalf of MCI re Proposed Flexible ANI Service.

August 30, 1991; Ameritech Transmittal No. 555; Petition to Suspend and Investigate on Behalf of MCI re Ameritech Directory Search Service.

September 30, 1991; Ameritech Transmittal No. 562; Petition to Suspend and Investigate on Behalf of MCI re Proposed Rates and Possible MFJ Violations Associated with Ameritech's OPTINET Reconfiguration Service (AORS).

October 15, 1991; CC Docket No. 91-215; Opposition to Direct Cases of Ameritech and United (Ameritech Transmittal No. 518; United Transmittal No. 273) on Behalf of MCI re the introduction of 64 Kbps Special Access Service.

November 27, 1991; Ameritech Transmittal No. 578; Petition to Suspend and Investigate on Behalf of MCI re Ameritech Directory Search Service.

September 4, 1992; Ameritech Transmittal No. 650; Petition to Suspend and Investigate on Behalf of MCI re Ameritech 64 Clear Channel Capability Service.

February 16, 1995; Presentation to FCC Staff on the Status of Intrastate Competition on Behalf of MCI.

November 9, 1999; Comments to FCC Staff of Common Carrier Bureau on the Status of OSS Testing in Arizona on Behalf of MCI WorldCom, Inc.

November 9, 1999; Comments to the Department of Justice (Task Force on Telecommunications) on the Status of OSS Testing in Arizona and the USWC Collaborative on Behalf of MCI WorldCom, Inc.

Presentations Before Legislative Bodies:

April 8, 1987; Minnesota; Senate File 677; Proposed Deregulation Legislation; Comments before the House Committee on Telecommunications.

October 30, 1989; Michigan; Presentation Before the Michigan House and Senate Staff Working Group on Telecommunications; "A First Look at Nebraska, Incentive Rates and Price Caps," Comments on Behalf of MCI.

May 16, 1990; Wisconsin; Comments Before the Wisconsin Assembly Utilities Committee Regarding the Wisconsin Bell Plan for Flexible Regulation, on Behalf of MCI.

March 20, 1991; Michigan; Presentation to the Michigan Senate Technology and Energy Committee re SB 124 on behalf of MCI.

May 15, 1991; Michigan; Presentation to the Michigan Senate Technology and Energy Commission and the House Public Utilities Committee re MCI's Building Blocks Proposal and SB 124/HB 4343.

March 8, 2000; Illinois; Presentation to the Environment & Energy Senate Committee re Emerging Technologies and Their Impact on Public Policy, on Behalf of MCI WorldCom, Inc.

Presentations Before Industry Groups – Seminars:

May 17, 1989; Wisconsin Public Utility Institute – Telecommunications Utilities and Regulation; May 15-18, 1989; Panel Presentation – Interexchange Service Pricing Practices Under Price Cap Regulation; Comments on Behalf of MCI.

July 24, 1989; National Association of Regulatory Utility Commissioners – Summer Committee Meeting, San Francisco, California. Panel Presentation – Specific IntraLATA Market Concerns of Interexchange Carriers; Comments on Behalf of MCI.

May 16, 1990; Wisconsin Public Utility Institute – Telecommunications Utilities and Regulation; May 14-18, 1990; Presentation on Alternative Forms of Regulation.

October 29, 1990; Illinois Telecommunications Sunset Review Forum; Two Panel Presentations: Discussion of the Illinois Commerce Commission's Decision in Docket No. 88-0091 for the Technology Working Group; and, Discussion of the Treatment of Competitive Services for the Rate of Return Regulation Working Group; Comments on Behalf of MCI.

May 16, 1991; Wisconsin Public Utility Institute – Telecommunications Utilities and Regulation Course; May 13-16, 1991; Participated in IntraLATA Toll Competition Debate on Behalf of MCI.

November 19, 1991; TeleStrategies Conference – "Local Exchange Competition: The \$70 Billion Opportunity." Presentation as part of a panel on "IntraLATA 1+ Presubscription" on Behalf of MCI.

July 9, 1992; North Dakota Association of Telephone Cooperatives Summer Conference, July 8-10, 1992. Panel presentations on "Equal Access in North Dakota: Implementation of PSC Mandate" and "Open Network Access in North Dakota" on Behalf of MCI.

December 2-3, 1992; TeleStrategies Conference – "IntraLATA Toll Competition - A Multi-Billion Dollar Market Opportunity." Presentations on the interexchange carriers' position on intraLATA dialing parity and presubscription and on technical considerations on behalf of MCI.

March 14-17, 1993; NARUC Introductory Regulatory Training Program; Panel Presentation on Competition in Telecommunications on Behalf of MCI.

May 13-14, 1993; TeleStrategies Conference – "IntraLATA Toll Competition – Gaining the Competitive Edge"; Presentation on Carriers and IntraLATA Toll Competition on Behalf of MCI.

May 23-26, 1994; The 12th Annual National Telecommunications Forecasting Conference; Represented IXCs in Special Town Meeting Segment Regarding the Convergence of CATV and Telecommunications and other Local Competition Issues.

March 14-15, 1995; "The LEC-IXC Conference"; Sponsored by Telecommunications Reports and Telco Competition Report; Panel on Redefining the IntraLATA Service Market – Toll Competition, Extended Area Calling and Local Resale.

August 28-30, 1995; "Phone+ Supershow '95"; Playing Fair: An Update on IntraLATA Equal Access; Panel Presentation.

August 29, 1995; "TDS Annual Regulatory Meeting"; Panel Presentation on Local Competition Issues.

December 13-14, 1995; "NECA/Century Access Conference"; Panel Presentation on Local Exchange Competition.

October 23, 1997; "Interpreting the FCC Rules of 1997"; The Annenberg School for Communication at the University of Southern California; Panel Presentation on Universal Service and Access Reform.

February 5-6, 2002; "Litigating Telecommunications Cost Cases and Other Sources of Enlightenment"; Educational Seminar for State Commission and Attorney General Employees on Litigating TELRIC Cases; Denver, Colorado.

February 19-20, 2003; Seminar for the New York State Department of Public Service entitled "Emerging Technologies and Convergence in the Telecommunications Network". Presented with Ken Wilson of Boulder Telecommunications Consultants, LLC.

July 25, 2003; National Association of Regulatory Utility Commissioners Summer Committee Meetings; Participated in Panel regarding "Wireless Substitution of Wireline – Policy Implications."