

Exhibit No:

Issues:

Witness: William R. (Randy) Dysart

Type of Exhibit: Rebuttal Testimony

Sponsoring Party: Southwestern Bell

Telephone, L.P., d/b/a/

SBC Missouri

Case No: TO-2005-0336

SOUTHWESTERN BELL TELEPHONE, L.P.,  
d/b/a SBC MISSOURI

CASE NO. TO-2005-0336

REBUTTAL TESTIMONY

OF

WILLIAM R. (RANDY) DYSART

Saint Louis, MO  
May 19, 2005

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of Southwestern Bell Telephone, L.P.,  
d/b/a SBC Missouri's Petition for Compulsory  
Arbitration of Unresolved Issues for a Successor  
Agreement to the Missouri 271 Agreement ("M2A")

Case No. TO-2005-0336

**AFFIDAVIT OF WILLIAM R. DYSART**

STATE OF MISSOURI

COUNTY OF ST. LOUIS

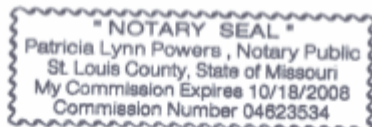
I, William R. Dysart, of lawful age, being duly sworn, depose and state:

My name is William R. Dysart. I am presently Director-Performance Measures  
for Southwestern Bell Telephone, L.P.

2. Attached hereto and made a part hereof for all purposes is my Rebuttal  
Testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to  
the questions therein propounded are true and correct to the best of my knowledge  
and belief.

  
William R. Dysart

Subscribed and sworn to before me this 11 day of May, 2005.



  
Notary Public

My Commission Expires: 10/18/08

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**I. INTRODUCTION**

**Q. PLEASE STATE YOUR FULL NAME AND BUSINESS ADDRESS.**

A. My name is William R. (Randy) Dysart. My business address is 13075 Manchester Road, Room 233, St. Louis, Missouri 63131.

**Q. ARE YOU THE SAME WILLIAM R. (RANDY) DYSART THAT PREVIOUSLY FILED DIRECT TESTIMONY IN THIS DOCKET?**

A. Yes, I am.

**II. EXECUTIVE SUMMARY**

**Q. PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY.**

A. My rebuttal testimony demonstrates that Navigator's<sup>1</sup> proposal in the UNE Appendix directed to performance measurements ("PMs") should be rejected. The performance standard referenced in Navigator's proposed language conflicts with the performance standards in the PM Appendix (none of which Navigator objected to). My rebuttal testimony also notes that because the CLEC Coalition's direct testimony did not address CLEC Coalition Issue "New 1," it is unnecessary for me to present testimony directed to that issue. For the reasons I explained in my direct testimony, the Commission should not order SBC Missouri to implement performance measurements for products or service not required by Section 251.

**III. THE COMMISSION SHOULD NOT ADD CONFLICTING PERFORMANCE STANDARDS IN THE UNE APPENDIX. (Navigator UNE Issue 11(a))**

**Navigator Issue 11(a):**

**Issue Statement:** *Is it appropriate to add conflicting performance standards in the UNE Appendix when the Performance measures Appendix already governs such activities?*

**Q. HAS NAVIGATOR ADDRESSED THE FACT THAT ITS OFFERED LANGUAGE PRESENTS A PERFORMANCE STANDARD THAT CONFLICTS**

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<sup>1</sup> Navigator Telecommunications, LLC ("Navigator").

1       **WITH AGREED-UPON PERFORMANCE STANDARDS IN THE PM**  
2       **APPENDIX?**

3       A. No. In the Navigator UNE DPL filed with the Commission on May 2, 2005, the  
4       language associated with UNE Issue 11(a) states at page 48 as follows: “SBC  
5       MISSOURI must provide timely access to unbundled loops offered under the terms of  
6       this agreement. SBC MISSOURI’ [sic] timeliness will be measured as required by the  
7       provisions in Appendix: Performance Measurements. (i.e., the lesser of three days or the  
8       standard interval offered by SBC MISSOURI to its retail customers).” (underlined in  
9       original). Navigator’s DPL indicates that underlined language represents language  
10      proposed by Navigator but opposed by SBC Missouri. Thus, the parties do not dispute  
11      including within the Navigator UNE Appendix the portion of the above language which  
12      is not underlined. Rather, the dispute centers only on the portion of the offered language  
13      which is underlined - the parenthetical phrase following the second sentence.

14      Mr. LeDoux of Navigator states that “[c]ontrary to SBC’s assertion, Navigator’s  
15      suggested language does not conflict with the language in the Performance  
16      Measurements index, it refers to that appendix, and seems entirely reasonable.” (LeDoux  
17      Direct, p. 24). Mr. LeDoux is only half right. Clearly, the portion of the above-quoted  
18      contract language stating that “SBC MISSOURI’ [sic] timeliness will be measured as  
19      required by the provisions in Appendix: Performance Measurements” is a direct referral  
20      to the PM Appendix. SBC Missouri has no objection to that language (consistent with its  
21      appearing in normal font on the DPL).

22      Importantly, however, Mr. LeDoux fails to address the crux of the problem, which is the  
23      above-quoted (and underlined) parenthetical statement indicating that Navigator would

1 be guaranteed at least a three day installation interval. Mr. LeDoux's testimony offers no  
2 facts supporting his opinion as to why he regards this language as "entirely reasonable,"  
3 but I fully explained in my direct testimony why SBC Missouri opposes the language.  
4 (Dysart Direct, pp. 13-15). Simply put, the performance standard expressed in the  
5 parenthetical directly conflicts with the performance standards agreed upon during the  
6 Texas PM collaboratives and thus included within the PM Appendix. The performance  
7 standards contained in the PM business rules allow for intervals up to 13 days and in  
8 several situations are negotiated depending on the number and types of loops ordered by  
9 the CLEC. *See*, Dysart Direct, Schedule WRD-4, p. 26 (reflecting that Provisioning  
10 Measurement 28 will measure orders completed "within the customer requested due date  
11 when that date is greater than or equal to the standard offered interval, see Due Date  
12 Interval Matrix..." or, "if expedited[,] the date agreed to by SBC") and pp. 58-59  
13 (reflecting the Due Date Interval Matrix). Notably, Navigator has not presented any  
14 objections to the PM Appendix.

15 Consequently, if Navigator were to agree to delete the parenthetical statement, there  
16 would be no issue left for the Commission to resolve regarding the above-quoted  
17 language. In such case, the revised text would simply read: "SBC MISSOURI must  
18 provide timely access to unbundled loops offered under the terms of this agreement.  
19 SBC MISSOURI's timeliness will be measured as required by the provisions in  
20 Appendix: Performance Measurements." However, absent Navigator's agreement to  
21 delete the parenthetical language, the Commission should reject that language.

**IV. THE COMMISSION SHOULD ADOPT SBC MISSOURI'S POSITION REGARDING WHAT ACTIVITIES ARE APPROPRIATE TO INCLUDE IN A PERFORMANCE MEASUREMENTS PLAN. (CLEC Coalition PM Issue New 1)**

**CLEC COALITION Issue "New 1"**

**Issue Statement:** *What wholesale activities should SBC be required to include in the performance measurement plan?*

**Q. PLEASE EXPLAIN WHY YOU ARE NOT FILING REBUTTAL TESTIMONY ON THE SINGLE SBC MISSOURI PERFORMANCE MEASUREMENT PLAN DISPUTE.**

A. In my direct testimony, I explained why the Commission should adopt SBC Missouri's position that SBC Missouri is not required to provide Performance Measures for non section 251/252 products and services. (Dysart Direct, pp. 7-11). The CLEC Coalition did not address this dispute in its direct testimony. Therefore, rebuttal testimony is not necessary and the Commission should, for the reasons stated in my direct testimony, adopt SBC Missouri's position.

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

A. Yes, but I reserve the right to supplement or amend my testimony as necessary.