**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

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| In the Matter of the Investigation into U S WEST Communications, Inc.'s Compliance with § 271 of the Telecommunications Act of 1996 | Docket No. UT-003022 |
| In the Matter of U S WEST Communications, Inc.'s Statement of Generally Available Terms Pursuant to Section 252(f) of the Telecommunications Act of 1996 | Docket No. UT-003040<br><br>QWEST CORPORATION'S RESPONSE TO AT&T'S MOTION TO FURTHER MODIFY QWEST'S SGAT §§ 7.1.2.1 AND 7.3.2.1.1 |

## I. INTRODUCTION

Qwest Corporation ("Qwest") submits this response to AT&T Communications' Motion ("AT&T") to Further Modify Qwest's SGAT §§ 7.1.2.1 and 7.3.2.1.1. To put it bluntly, AT&T's motion is premised on either a deliberate or an otherwise inexplicable failure to understand Qwest's SGAT language relating to interconnection. In addition, the motion is clearly untimely, since much of the language AT&T is challenging has been in Qwest's SGAT since at least March 2000. Any concerns that AT&T has about this language should have been raised in Workshop II more than one year ago.

At this late juncture, the only way for AT&T to establish that it is entitled to the relief it seeks is to demonstrate that Qwest's SGAT language does not correctly implement the Commission's section 271 workshop orders. AT&T does not make that showing, and, in fact, does not even rely in any significant part of the Commission's Order relating to Workshop II. Qwest's SGAT language relating to interconnection clearly complies with the Workshop II Order. Read accurately, AT&T's real complaint is with the Commission's resolution of interconnection issues in the workshop, not with Qwest's

implementation of the Workshop II Order. As such, AT&T's motion is an improper, untimely attempt to relitigate issues from the workshop.

Accordingly, for these reasons and those discussed below, the Commission should deny AT&T's motion and rule that Qwest's SGAT language relating to these sections complies with the Commission's Order from Workshop II.

## II. ARGUMENT

### A. Qwest's SGAT Allows CLECs To Interconnect At Any Point of Interconnection Within a LATA With or Without Entrance Facilities.

In an attempt to characterize its motion as involving implementation of a Commission order instead of relitigation of issues decided by the Commission in Workshop II, AT&T begins with the sweeping claim that Qwest has violated the "Orders" of this Commission by refusing to include language in its SGAT that complies with the Commission's mandates relating to interconnection. A reading of the motion reveals, however, that AT&T cites only one Commission order, the Fifteenth Supplemental Order, and only the following ruling from that Order: "Qwest must modify its SGAT to permit interconnection using entrance facilities at any technically feasible POI [Point of Interconnection] chosen by the CLEC . . . ." AT&T Motion at 1. AT&T represents to the Commission that Qwest has deliberately ignored and violated this ruling.

This representation is false. Without exception, Qwest's SGAT allows a CLEC to choose the location of its POI in a LATA and to interconnect with Qwest through one of multiple methods. Section 7.1.2 of the SGAT provides:

> CLEC shall establish at least one Physical Point of Interconnection in Qwest territory in each LATA CLEC has local customers. The parties shall establish, through negotiations, at least one of the following interconnection arrangements, at any technically feasible point: (1) a DS1 or DS3s Qwest provided facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; (4) other technically feasible methods of Interconnection.

Nothing in this language suggests that Qwest, not the CLEC, will choose the location of the POI. Instead, it expressly says that the "*CLEC* shall establish" the POI. Under this provision, after a CLEC

establishes a POI in a LATA, it can ask Qwest to provide DS1/DS3 transport, it can provide the transport itself via collocation, or it can propose a mid-span or another arrangement that, through negotiations, is found to be technically feasible. Regardless which carrier provides the transport, the SGAT makes clear that compensation will be reciprocal and symmetric.

AT&T also claims that the SGAT "still reflects Qwest's limited view of interconnection trunks as encompassing only what it describes as 'entrance facilities.'" AT&T Motion at 2. Again, AT&T is simply misstating the facts. Section 7.1.2 allows a CLEC to interconnect with Qwest without using Qwest entrance facilities. Specifically, a CLEC can avoid any need for Qwest-provided facilities by collocating equipment in a Qwest serving wire center, providing its own transport, and routing interconnection trunks through its collocated space.[1] In addition, CLECs can avoid transport charges through mid-span meet arrangements.

Qwest long ago clarified that there is no requirement for CLECs to use entrance facilities for interconnection, and it did so voluntarily without a mandate from the Commission. During the workshop in January 2001, CLECs expressed concern that section 7.1.2.1 of the SGAT, which addresses methods of interconnection, was titled "Entrance Facility." Qwest volunteered during the workshop to change the title to "Qwest-provided facility" and later memorialized that agreement in subsequent filings of the SGAT. As Qwest made clear at the time, this change was intended to reflect Qwest's acknowledgement that entrance facilities are not *required* for interconnection. Thus, the current SGAT eliminates "entrance facility" from the title of section 7.1.2.1.[2]

In addition to establishing that Qwest-provided facilities are not required, Qwest has gone further by establishing in the SGAT that a CLEC can charge Qwest for entrance facilities when the CLEC provides them. *See* SGAT at § 7.1.2.2. This symmetrical approach to compensation for transport is consistent with the reciprocal compensation obligations established by section 251(b)(5) of the

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1 Direct Trunked Transport ("DTT") also is not always required for interconnection. A CLEC can eliminate the charge for DTT by selecting a POI that is in the same wire center where the terminating end office is located.

2 AT&T's claim to the contrary is simply wrong and is also puzzling since the language quoted in AT&T's own motion shows that "entrance facilities" has been deleted from the title. *See* AT&T Motion at 3.

Telecommunications Act of 1996 ("the Act").

Finally, AT&T makes the almost incomprehensible claim that Qwest does not truly allow a CLEC to choose the location of its POI because, according to AT&T, interconnection under the SGAT always requires the CLEC to purchase an entrance facility. AT&T Motion at 3. During the workshop, AT&T of course never raised this argument. In any case, as best as Qwest can understand it, AT&T seems to be arguing that since one end of an entrance facility may be at a CLEC's switch and the other end at a Qwest serving wire center, a requirement for a CLEC to buy an entrance facility necessarily establishes that the CLEC's POI will be at its switch. Thus, the argument goes, a CLEC cannot truly choose its own POI.

This argument is seriously flawed. First, as shown, there is no requirement for a CLEC to interconnect by purchasing Qwest-provided facilities. Second, as also shown, the SGAT unequivocally allows a CLEC to choose the location of its POI within a LATA; there is no requirement that the POI be located at the CLEC's switch. Third, the argument is premised on the contention that "Qwest is treating the POI as though it is on the CLEC network, not its own." AT&T Motion at 4. By definition, however, a POI is where the networks of two carriers meet and is "on" the networks of both carriers.

In sum, each of AT&T's claims that Qwest has violated the Commission's "Orders" is unfounded. These claims are simply new, untimely arguments. Qwest's SGAT allows a CLEC to choose the location of its POI in a LATA, and Qwest provides CLECs with the option of interconnecting without the use of entrance facilities.

**B. AT&T Is Improperly Attempting to Eliminate the Distinction Between Entrance Facilities and Direct Trunk Transport.**

After presenting the flawed arguments described above in the first half of its motion, AT&T reveals its true concern in the second half of its motion. At bottom, AT&T wants the Commission to effectively eliminate the necessary pricing distinctions between entrance facilities and direct trunk transport. AT&T Motion at 5. Thus, it proposes an addition to section 7.1.2.1 that would establish that *both* entrance facilities and DTT "extend from a CLEC-determined point on the CLEC's network to a CLEC-determined POI in Qwest's network." AT&T Motion at 4. Under AT&T's proposal, this

provision would replace the current language in section 7.1.2.1 establishing that "[e]ntrance facilities may not extend beyond the area served by the Qwest Serving Wire Center."

The effect of AT&T's proposed addition would be to allow entrance facilities to extend beyond serving wire centers, thereby eliminating the distinctions between entrance facilities and DTT. This result not only would be improper, but it is not called for by any order of this Commission relating to interconnection. Indeed, although AT&T argues to this Commission that Qwest has not complied with the workshop Order relating to interconnection, it is tellingly silent about any ruling from the Commission that requires Qwest to eliminate the distinction between entrance facilities and DTT. There is, of course, no such ruling. To the contrary, the Commission's prices for interconnection facilities recognize that entrance facilities and DTT are different and distinct rate elements.

The Commission's tariffed rates for entrance facilities recognize that, in contrast to transport, these facilities are used for the relatively short distances that are needed to extend from a CLEC POI to a Qwest central office *within* the switching wire center where the POI is located. *See* Qwest's Response to AT&T's Supplemental Filing Regarding Qwest's Compliance with Washington Commission Orders Regarding Workshop 1 and 2 Issues, at p. 4. Because entrance facilities are used for short distances, the Commission has priced them on a flat-rated basis. Transport, by contrast, is priced on a distance-sensitive basis because of the wide variation in the lengths of transport routes that CLECs purchase.

In addition to conflicting with the Commission's pricing scheme, AT&T's attempt to eliminate the distinction between these facilities is inconsistent with the long-accepted rate structure for switched and special access services. For at least a decade, the rate structure for switched and special access services has recognized the distinction between (1) an entrance facility that extends from a POI to the nearest serving wire center and (2) direct trunked transport that extends from that wire center to a distant wire center that houses the terminating end office switch. In other words, it is a virtual truism within the industry that entrance facilities go to a POI, and DTT runs between end offices. Transport from a POI to a distant end office is accomplished, therefore, with a combination of entrance facilities and DTT. AT&T's proposal ignores this standard structure that is built into rates and billing systems not only in

Washington but throughout the country.

As Qwest explained in Workshop II, this construct recognizes that there are basic structural differences between entrance facilities and DTT – differences that would be ignored under AT&T's proposal. The physical differences in the spans that these facilities cover lead to fundamentally different cost structures. In addition, unlike entrance facilities, the fiber used for DTT is usually placed in *existing* conduit structures that connect central offices. Because entrance facilities connect to a CLEC's POI and, as AT&T so often mentions, a CLEC can establish a POI anywhere in a LATA, there often is no existing route to use in placing the fiber. New routes often have to be created, therefore, to run entrance facilities to a CLEC's POI. Entrance facilities and DTT also have different rates of utilization, or fill factors, since entrance facilities are typically used by one carrier while multiple carriers can use a DTT route. These differences in utilization rates contribute to the different cost structures of these facilities.

Accordingly, there are important distinctions between entrance facilities and DTT. AT&T's proposal to effectively eliminate these distinctions is not supported by any workshop Order from the Commission and should be rejected.

**C. AT&T's Motion Is Untimely.**

AT&T's motion points out the need for finality in the workshop process. It has been more than a year since the conclusion of Workshop II, the workshop that resolved these issues. To ensure that these proceedings have finality and cannot be prolonged through endless post-workshops motions raising new issues, the Commission should expressly rule that AT&T's motion is untimely. AT&T had every opportunity to raise this issue during the workshop; its failure to do so should preclude it from raising the issue now.

## III. CONCLUSION

For the reasons stated, the Commission should deny AT&T's motion and reject its proposed language for sections 7.1.2.1 and 7.3.2.1.1 of the SGAT. Further, the Commission should rule that Qwest's proposed language for these sections complies with the Commission's Workshop II rulings.

RESPECTFULLY SUBMITTED this 25th day of February, 2002.

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