BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

IN THE MATTER OF THE CONTINUED COSTING AND PRICING OF UNBUNDLED NETWORK ELEMENTS, TRANSPORT, TERMINATION, AND RESALE	Docket No. UT-003013 (Part D)

REPLY BRIEF OF
COVAD COMMUNICATIONS COMPANY

Covad Communications Company ("Covad") respectfully submits the following Reply Brief in connection with the above-captioned proceeding, which addressed the unbundled network element ("UNEs") rates, terms and conditions proposed by Qwest Corporation ("Qwest").

I. INTRODUCTION

Qwest's Post-Hearing Brief is, in large part, nothing more than a summary of the pre-filed testimony of its witnesses in this matter. Indeed, Qwest does little persuading, but rather restates what are, by now, the well-known, if not well-founded, arguments presented by its witnesses regarding the appropriate levels of cost recovery by Qwest. While Qwest is entitled to recovery the costs it would incur if it were operating a forward-looking network utilizing the most efficient and cost-effective technology available, Qwest's cost recovery is not the only objective the Commission must fulfill in setting rates in this Part D proceeding. To the contrary, it is imperative that rates also be set in a manner that promotes competition in the local exchange market and encourages the deployment of advanced services, such as xDSL services. Consistent with these twin goals, Covad respectfully requests that the Commission order Qwest to modify its

proposed UNE offerings as discussed herein and in Covad's Initial Post-Hearing Brief,

filed with the Commission on July 23, 2002.

II.   LEGAL AND POLICY ISSUES

A.   Legal Issues

The twin goals set forth above were explicitly recognized by the Commission as

the appropriate criteria against which to measure Qwest's rates:

> The purpose of the Act is to "provide for a pro-competitive, de-regulatory national policy framework designed to accelerate rapidly private sector deployment of advanced telecommunications and information technologies and services to all Americans by opening all telecommunications markets to competition . . . . *H.R. Conf. Rep. No. 104-458, 104th Cong., 2d Sess. 13 (1996).* Congress envisioned that the Act's pro-competitive policies would be accomplished, in large part, by requiring incumbent local exchange companies ("ILECs"), such as Qwest and Verizon, to open their networks to competitive local exchange companies ("CLECs").[1]

In order to facilitate the rapid deployment of competitive choices, the

Commission, consistent with Congress's directive, is required to apply the specific

pricing standards contained in Sections 251(c)(2) and (3) of the Act which state, in

pertinent part, that:

> [P]rovide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network –
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> (D) on rates, terms, and conditions that are just, reasonable, and nondiscriminatory, in accordance with the terms and conditions.
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> ***
>
> [P]rovide, to any requesting telecommunications carrier for the provision of a telecommunications service, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions

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[1] *In the Matter of the Continued Costing and Pricing of Unbundled Network Elements, Transport and Termination,* Docket No. 003013, Part B, Thirty Second Supplemental Order ("Part B Order") at page 4.

of the agreement and the requirements of this section and section 252.

Rates that permit both cost-recovery and the deployment of competitive options can only be established if those rates are consistent with TELRIC, as the Supreme Court recently r ecognized. Assuming TELRIC pricing proscriptions are followed, barriers to entry should be eliminated and competitive options, at competitive prices, should be available to consumers in this State. That is, assuming rates are properly calibrated, the stranglehold Qwest (and Verizon) have over the last mile will be loosened sufficiently for competitors to provide services at rates comparable to those offered by Qwest and Verizon.

Washington State telecommunications policy, as declared by the Legislature in 1985, likewise requires the setting of rates that permit both ILEC cost recovery and competitive market penetration. Specifically, it is the policy of the State to:

> Preserve affordable universal telecommunications service;
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> Maintain and advance the efficiency and availability of telecommunications service;
>
> Insure that customers pay only reasonable charges for telecommunications service;
>
> Insure that rates for noncompetitive telecommunications services do not subsidize the competitive ventures of regulated telecommunications companies;
>
> Promote diversity in the supply of telecommunications services and products in telecommunications markets throughout the state . . .[2]

Properly interpreted and applied, these policies are fully consistent with the Act and applicable FCC orders.

B.   Policy Issues

The Commission's responsibility in this proceeding is to price UNEs so CLECs have the ability to effectively compete with ILECs in the provision of telecommunications services to Washington consumers. Ultimately, appropriate pricing mechanisms will benefit consumers, and are in fact necessary to bring consumers the benefits of competition promised in the Act. Thus, the Commission's goal here is to establish prices that are cost-based, non-discriminatory, and efficient as between the ILEC and a CLEC wishing to provided advanced telecommunications services. As a matter of public policy and good economics, the right policy for the Commission is to set prices correctly and let the market choose among alternative technologies and providers.

III. QWEST

A. Non-Recurring Costs

1. Issue III(A)(4)(c): Non-recurring Rates for Remote Terminal Collocation.

One of the methods by which Qwest proposes to provide access to DLC loops – or loops where fiber is present – is via its remote terminal collocation product offering – the so called "DA Hotel." As discussed more extensively in the Part B proceeding and in the Part D proceeding, remote collocation at a DA Hotel requires the deployment of DSLAMs and splitters at feeder/distribution interfaces ("FDI"), where the copper and fiber or muxed copper portions of the loop interface. On top of the expense of additional collocation space, power, and DSLAMs at all the remote terminals, Covad and other CLECs would have to purchase a dedicated circuit to transport data to the central office. Under Qwest's proposal, the CLEC would not only have to place equipment at each FDI,

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[2] RCW 80.36.300.

where it has customers, it would also have to retain a DSLAM in the central office to serve the copper loops that are provisioned from there.

The network architecture, equipment, assumptions and inputs underlying the DA Hotel architecture are not TELRIC-compliant, and have previously been rejected by the Commission as an appropriate method for access to fiber fed loops. Indeed, in its recent Part B Order, the Commission ruled that Qwest's DA Hotel architecture creates a significant barrier to entry and thus is an inappropriate and unacceptable method by which to provide CLECs with access to fiber fed loops.[3] Thus, under the rationale and precedent previously articulated by the Commission, Qwest's proposed non-recurring rates for remote terminal collocation should be rejected and any consideration of those rates in the future should be included in the proceeding in which the Commission considers all of the technical, costing and pricing issues associated with CLEC access to fiber fed loops.

2. Issue III(A)(4)(i): Non-recurring Rates for Basic Installation with Cooperative Testing.

The basis of Qwest's proposed rate for basic installation with cooperative testing is a 1996 cost study that is not fully in the record in the Part D proceeding.[4] As the Commission just recently ruled, reliance by Qwest on a cost study not even fully into evidence and at issue in this proceeding is not appropriate, and rates cannot be set on a model not fully a part of this proceeding.[5] Under prior Commission precedent, therefore, Qwest's proposed rate for this installation option must be rejected.

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[3] Docket No. UT-003013, Part B Thirty Second Supplemental Order, dated June 21, 2002, ¶ 42.
[4] Qwest Opening Brief, p. 24.
[5] Thirty-Second Supp. Order, ¶ 228.

Setting aside Qwest's fundamental failure to meet its evidentiary burden of proof, Qwest raises only two points in response to Covad's argument that it should not be charged for cooperative testing. Qwest first disputes the fact that it does not regularly and consistently have a good loop ready for delivery at the time of cooperative testing. Qwest next argues that principles of cost causation mandate a positive charge for cooperative testing. Qwest is wrong on both counts.

First, Covad proved conclusively that Qwest regularly fails to deliver good loops. The *only* direct evidence in this record was provided by Covad and the evidence demonstrates that, because of Qwest's historical inability to provision loops correctly, Covad orders cooperative testing in order to ensure that the loop meets the technical specifications and has circuit continuity from the NID to the ICDF.[6] Qwest's own testimony and evidence confirms the purposes to which cooperative testing is put. As Mr. Hubbard stated in his testimony, as well as the exhibits attached thereto, the testing he observed was to reinforce and repeat the Qwest tests in order, presumably, to ensure the loop is a good one. Qwest has the duty and obligation under the Act of delivering a functioning loop to Covad. To shift the burden and expense onto CLECs to correct a Qwest problem is patently unfair, improper and grossly anti-competitive.

More importantly, Qwest never provided any evidence that it does, in fact, regularly, consistently and uniformly deliver good loops to CLECs. Qwest's failure to provide affirmatively any evidence on this issue speaks volumes. Qwest at all times has had all the documentation it needs in its possession to provide affirmative evidence, in the form of a percentage calculation or the affidavit or testimony of some CLEC, showing that it always delivers good loops to CLECs. That Qwest did not do so simply

demonstrates that it *cannot* do so because its does deliver poor and faulty loops to CLECs. Tellingly, Qwest never contested the fact that Covad originally requested that Qwest engage in cooperative testing because of an unacceptably high percentage of the loops that Qwest delivered did not work, and that Qwest originally consented to doing cooperative testing *at no cost* with Covad so that its performance in providing loops would improve and it would receive a "passing grade."[7]

Ultimately, Qwest resorts to a feeble attempt to rebut the specific examples provided by Dr. Cabe that demonstrate Qwest does not perform performance tests on 100% of the loops delivered to CLECs.[8] Unfortunately for Qwest, in each and every one of these examples, a problem *in the Qwest network* was detected during cooperative testing that most definitely should and would have been caught had Qwest done an adequate job of testing prior to delivery of the loop t o Covad – a fact that Qwest witness Hubbard was forced to admit several times.[9]

Second, Qwest ignores the fact that cooperative testing benefits both parties, although only Qwest is allowed to charge for its services, whereas the CLEC must pay both its own and Qwest's costs. As Qwest acknowledged, a "fundamental purpose of cooperative testing is to expedite resolution of any issues found" during cooperative testing.[10] In the absence of cooperative testing, Qwest and Covad incur additional manual activity and associated administrative costs to undertake the repair of a loop that was not properly provisioned in the first place.[11] Cooperative testing allows Qwest and its

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[6] *See supra*.
[7] *See* Exhibit T-2350, p. 12.
[8] Qwest Opening Brief, pp. 27-29.
[9] Trans., 5/8/02 (Hubbard), pp. 4515-4523.
[10] Qwest Opening Brief, pp. 25-26.
[11] *See*, *e.g*., Trans., 5/8/02 (Hubbard), pp. 4516-17; Trans., 5/10/02 (Donovan), pp. 5053-54 and 5056-5060; Exhibit T-2370, pp. 5-6; Exhibit T-2350, pp. 10-12.

competitors to avoid incurring costs (both in the form of manpower and money) that neither company would choose to, or actually, incur if loops were provisioned correctly in the first place.[12] Thus, Qwest should compensate competitors, or at least not charge them, for the testing costs that Qwest has forced CLECs to bear in order to minimize the costs created by Qwest's own provisioning problems.

Third, Qwest again states that cooperative testing is used for some purpose other than to ensure the quality of the loop delivered to a CLEC over which Qwest has complete control. Qwest's assertion, however, is just that – an assertion unsubstantiated by any evidence or testimony from any CLEC or other wholesale customer of Qwest's. More importantly, that assertion is contradicted entirely by Covad and its stated purpose (as set forth in the testimony of its witnesses) for ordering cooperative testing – to ensure delivery of a good loop.[13]

Fourth, Qwest states that the cost causer (i.e., the party requesting cooperative testing) should compensate Qwest for the costs it incurs. Qwest's argument, however, places the cart before the horse. Put simply, Qwest would never have to undertake any work beyond that it purportedly does with every basic installation if it performed its work in a professional, competent manner in the first place by delivering a "good loop" to Covad.[14] Since the additional steps come into play only because Qwest hasn't performed the required work and routinely delivers "bad" loops to Covad, Qwest should be required to bear the cost of any work associated with ensuring the loop delivered is a

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[12] *Id.*

[13] Exhibit T-2350, pp. 3-14; Exhibits T-2358 and C-2359-C-2365; Trans, 5/8/02 (Hubbard), pp. 4504-05.

[14] Exhibit T-2350, p. 5; *see also id*, pp. 7 and 11-14. Of course, the question of whether Qwest actually tests 100% of the loops prior to delivery to the CLEC still exists since, for a number of the Covad loops, there was no documentation showing that testing had actually occurred. Trans., 5/8/02 (Hubbard), p. 4525; Exhibit C-2366, Att. A.

good loop.[15] Tellingly, Qwest's primary witness on the installation option products, William Easton, tacitly admitted that a CLEC should not have to pay anything extra to ensure that a good loop is delivered.[16]

Finally, it is important to note that there is no mechanism to ensure that cooperative testing is not used to remedy deficiencies in the Qwest provisioning process. For instance, the Qwest performance assurance plan ("QPAP") contains no performance measures that would allow the Commission to determine what percentage of the time Qwest delivers a bad loop where the deficiencies are caught during cooperative testing with CLEC. The only thing the QPAP measures with respect to delivery of "good" loops is whether a trouble ticket is opened in the first thirty days after Qwest has closed out that order (i.e. OP-5). Of course, it is only after cooperative testing, correction of any problems, and acceptance of the loop by the CLEC that the order is closed. Thus, cooperative testing ensures excellent performance on Qwest's part under OP-5 because all problems have been corrected prior to order closure.

Cooperative testing is ordered to ensure delivery of a "good" loop – that is, a loop that meets the applicable technical specification and has continuity from the network interface device – or NID -- to Qwest's point of demarcation within the central office at the interconnection distribution frame ("ICDF").[17] Because cooperative testing is required to rectify Qwest provisioning problems and deficiencies, it is unreasonable and contrary to TELRIC and the FCC's pricing rules to impose the cost of cooperative testing

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[15] Qwest also suggests that Covad's evidence is unreliable because it always orders cooperative testing. Qwest Opening Brief, p. 12. This argument is irrelevant for two reasons. First, even within the context of cooperative testing, Covad was able to demonstrate that bad loops are delivered. Second, Qwest's argument essentially suggests that Covad should deliberately select a provisioning option it knows will result in troubles, and voluntarily engage in conduct it knows will ruin the customer experience and tarnish Covad's reputation, in order to prove a negative. Qwest's argument thus is specious, at best.

[16] Trans., 5/7/02 (Easton), pp. 4360-61.

entirely on competitors.[18] A $0 rate for cooperative testing should be set, as recognized

by numerous state commissions.[19] However, if the Commission believes that there may

be circumstances under which a charge might be appropriate (which there currently are

not), the Commission should impose the following conditions. First, the Commission

should delay the implementation of any cooperative testing charge until Qwest has

demonstrated that it can consistently provide competitors with working loops. Second,

thereafter, the Commission should limit any charge for optional cooperative testing to the

situation where the cooperative test is *not* performed (a) to facilitate Qwest's own

provisioning responsibilities, or (b) to replicate the performance tests that are or should

be performed on every loop installation. Third, the Commission should offset cooperative

testing charges by mandating that competitors can also be reimbursed for their own costs

to test loops that Qwest did not properly provision. Finally, the Commission should

specify that Qwest may not charge for multiple cooperative tests or for cooperative tests

associated with repair dispatches within thirty days of installation when trouble is

determined to be Qwest's fault or in the Qwest network.

3. Issue III(A)(4)(aa): Non-recurring Rates, Terms and Conditions for Access to Fiber-Fed Loops via Unbundled Packet Switching.

Covad's response to Qwest's arguments regarding the non-recurring rates for its

unbundled packet switching offering ("UPS") will be addressed in the section dealing

with Qwest's proposed recurring rates for UPS.

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[17] *Id.; see also* Trans., 5/8/02 (Hubbard), pp. 4504-05.
[18] Exhibit T-2370, pp. 5-6; Exhibits T-2358, pp. 2-10 and C-2359-C2365; Exhibit T-2350, pp. 13-18.
[19] *See* Covad Communications Company's Initial Post-Hearing Brief, pp. 13-15.

B.   Recurring Costs

1.   Issue III(B)(3)()): Recurring Rates for Remote Terminal Collocation.

Covad addresses Qwest's recurring rates for remote terminal collocation in the section on Qwest's non-recurring rates for RT collocation.

2.   Issue III(B)(3)(r): Recurring Rates, Terms and Conditions for Access to Fiber Fed Loops Via UPS.

Qwest's UPS rates are impermissibly grounded in its existing costs, rather than in the estimation of costs incurred in replacing the entire network, as Qwest itself states that TELRIC requires. Qwest states explicitly in Exhibit C-2074 that its UPS rates are based on an *overlay* network. The "overlay" approach utilized by Qwest is nothing more than an embedded cost approach. As Qwest stated in late 2001 in an Arizona cost proceeding, the architecture underlying its UPS costs and rates (the "DA Hotel" architecture) is "by definition []a change to the existing network and thus UPS to the RT *should be based on the cost of adding to the network, not replacing the entire network*."[20] Even more recently, in the Minnesota cost proceeding Judge Mihalchick ruled in his initial order that "Qwest's cost model does not even purport to rebuild the network using the most efficient technology available; it is expressly based on an overlay of Qwest's existing network. Qwest's model clearly fails to comply with TELRIC methodology and should not be used to price UPS."[21]

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[20] Qwest Corporation's Post-Hearing Brief, dated Dec. 19, 2001, AZ Corp. Comm'n Docket No. T-00000A-00-0194, Phase II-A, p. 43.

[21] Minnesota Pub. Utils. Comm'n Docket No. P421/C1-01-1375, *In the Matter of the Commission's Review and Investigation of Qwest's Unbundled Network Element (UNE) Prices*, August 2, 2002, ¶212.

The FCC has correctly recognized that Qwest's embedded cost approach is improper and gives the ILECs an advantage over competitors.[22] Thus, the FCC rejected an embedded cost approach, and even went so far as to make clear that embedded costs can never be considered by, or factored into an ILEC's cost study.[23] More recently, the Supreme Court made clear that an embedded cost approach is wholly inconsistent with the Act and the TELRIC methodology.[24] Even Qwest's own witness Million points out that a TELRIC-compliant cost study requires that costs and rates be based on a network built from scratch and on the forward-looking replacement costs of replacing the telecommunications network.[25] Measured against any of the criteria for a TELRIC-compliant cost study, therefore, Qwest's UPS costs and associated rates clearly fail the test and should be rejected.

Qwest's UPS rates suffer from further flaws because they are discriminatory. As Ms. Malone testified, Qwest utilizes its packet switched network to provide an end to end service to its customers. By contrast, CLEC use of the UPS produce provides only transmission and DSLAM functionality between the CO and the RT – the "last half-mile" to the end user is not included even though it apparently is for Qwest.[26]

Finally, Qwest's "support" for its argument that the Commission should accept its proposed UPS rates is grounded in nothing more than the fact that Covad did not provide a cost study. The burden of proof, however, is Qwest's alone to carry, and part of Qwest's burden of proof is demonstrating that the network and technology upon which its

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[22] *In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket Nos. 96-98 & 95-185, FCC 96-325, ¶705 (Rel. Aug. 8, 1996) ("*Local Competition Order*").
[23] *Id.*, ¶621.
[24] *Verizon*, Slip Op. at 26.
[25] Exhibit T-2020, p. 4.
[26] Trans., 5/7/02 (Malone), p. 4456.

costs are modeled are least-cost, forward-looking, and the most-efficient available.

Qwest did not meet this burden of proof, when considering the following evidence:

(1) the Commission has already ruled that the DA Hotel network architecture, which underlies the UPS rates, creates a barrier to entry;

(2) Qwest's cost study did not evaluate any other architecture, including a ubiquitously-deployed NGDLC architecture, to determine if it was more technically and economically efficient;

(3) Qwest never provided any honest or clear evaluation of the costs, and technical benefits and efficiencies of the DA Hotel architecture versus the NGDLC architecture;

(4) Qwest failed to provide any knowledgeable costing or engineering witness who could defend the DA Hotel architecture choice against the demonstrably lower cost and more-efficient NGDLC architecture;

(5) Qwest never demonstrated how its DA Hotel architecture was more efficient or lower cost when compared to an NGDLC architecture that requires fewer pieces of equipment to aggregate and transport almost four times more traffic from the RT to the CO;

(6) Qwest neither responded to nor explained how the DA Hotel architecture upon which the UPS rates are grounded was lower cost or more efficient when the NGDLC architecture permits quick, easy and inexpensive upgrades;

(7) Qwest never explained, justified or responded to the fact that the cost per subscriber for the DA Hotel architecture is four times that of the NGDLC architecture; and

(8) Qwest never explained, justified or responded to the fact that the NGDLC architecture can essentially pay for itself because of the cost savings associated with a fiber deployment.[27]

Just as the ALJs determined in Minnesota, this Commission too should find that

Qwest's proposed UPS rates are not TELRIC-compliant and should be rejected. Qwest

should be ordered to rerun its UPS rates using a network modeled on NGDLC.

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[27] See Covad Initial Post-Hearing Brief, pp. 17-25.

IV.   CONCLUSION

Rates set pursuant to a policy of providing opportunity for the widespread deployment of UNEs and advanced services will result in significant benefits to the consumers in this state. Competitors, such as Covad, are offering a wide range of services and options. As in other segments of the telecommunications business, however, the potential for new entrants to accelerate the delivery of competitive benefits to customers depends on the new entrants' ability to obtain access to customers on terms and conditions that place them on an even competitive footing with the incumbent. Qwest, in contrast, has an incentive to leverage its control over local loops and other elements of the local exchange network to dominate the provision of telecommunications services. Indeed, Qwest can leverage its incumbency advantage by slowing new entrants' efforts to offer services that Qwest itself is not prepared to offer, or for which it does not want any competition in order to secure an exclusive customer base that will ensure a return on its investment. To avoid any delay in getting the benefits of competition to as many Washington consumers as possible, the Commission must closely scrutinize Qwest's proposed prices, terms and conditions for providing new entrants such as Covad with the necessary facilities to provide services. Until the Commission resolves these competitive issues, Washington consumers may not only be denied a choice of providers, but also they may also be denied choices in the types of services available.

Dated: August 12, 2002.

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CERTIFICATE OF SERVICE

UT-003013

I hereby certify that on this day I served a true and correct copy of the foregoing *Covad Communications Company's Motion to File Second Supplemental Responsive Testimony* on the following persons by electronic mail and U.S. Mail unless otherwise indicated:

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