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**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**In the Matter of the Investigation Into )  
Qwest Corporation’s Compliance with )  
Section 271of the )  
Telecommunications Act of 1996 )**

**Docket No. UT-003022  
(Workshop 4)**

**NON-CONFIDENTIAL VERSION**

**DIRECT TESTIMONY OF MINDA CUTCHER ON LOOPS,  
LINE SHARING AND EMERGING SERVICES ON BEHALF OF  
COVAD COMMUNICATIONS COMPANY**

**June 7, 2001**

1       **DIRECT TESTIMONY OF MINDA CUTCHER ON LOOPS, LINE SPLITTING AND**  
2       **EMERGING SERVICES**

3                               **I.       INTRODUCTION**

4       **Q.       PLEASE INTRODUCE YOURSELF.**

5       A.       My name is Minda Cutcher. I am the Vice President of ILEC Relations for Covad  
6       Communications Company (“Covad”). In that capacity, I oversee the operational relationship  
7       between Covad and certain ILECs, including Qwest. Included within the scope of my job is the  
8       responsibility for reviewing and evaluating Qwest’s operational performance and to interface  
9       with Qwest in order to raise, address and, potentially, resolve operational issues arising out of  
10      Qwest’s wholesale performance.  
11

12  
13      **Q.       MS. CUTHER, WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

14      A.       Although I am not a lawyer, as I understand it, the SGAT alone does not satisfy Qwest’s  
15      obligations under the Telecommunications Act of 1996 (the “Act”). Rather, Qwest’s current  
16      performance also must be taken into account when this Commission determines whether Qwest  
17      has satisfied the fourteen point competitive checklist contained in Section 271 of the Act. For  
18      this reason, my testimony focuses on performance-based issues relating to Qwest’s provisioning  
19      of loops.  
20

21              Qwest must provide to CLECs, including Covad, “[l]ocal loop transmission from the  
22      central office to the customer’s premises.”<sup>1</sup> Subsumed within the definition of a “loop” are  
23      “two-wire and four-wire loops that are conditioned to transmit the digital signals needed to  
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26      \_\_\_\_\_  
<sup>1</sup> 47 U.S.C. § 271(c)(2)(B)(iv).

1 provide service such as ISDN, ADSL, HDSL, and DS1-level signals.”<sup>2</sup> Thus, to satisfy its  
2 obligation under § 271, Qwest must prove not only that it has a concrete and specific legal  
3 obligation to furnish x-DSL capable loops, but also that it is providing these loops to competitors  
4 consistent with their demand and at an acceptable level of quality.<sup>3</sup>  
5

6 Coupled with these obligations is the further requirement that Qwest condition the  
7 existing loop facilities to permit CLECs such as Covad to provide services not currently provided  
8 and/or not capable of being provided over a particular loop facility.<sup>4</sup> As a consequence, Qwest  
9 must provide CLECs access to unbundled loops both at the central office and at the remote  
10 terminal.  
11

12 **Q: WHAT CONCERNS DO YOU HAVE WITH RESPECT TO QWEST’S LOOP**  
13 **PROVISIONING PROCESS?**  
14

15 A; My concerns are numerous, and include Qwest’s failure to: (1) provide meaningful  
16 FOCs; (2) deliver loops on time; and (3) deliver good loops.  
17

18 **Q: CAN YOU ELABORATE ON QWEST’S FAILURE TO PROVIDE**  
19 **MEANINGFUL FOCs AND TO DELIVER LOOPS ON TIME?**  
20

21 Absolutely. Qwest regularly fails to provide a firm order commitment date (“FOC”)  
22 within 72 hours, to which Qwest has committed, and to deliver loops within the intervals  
23

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24 <sup>2</sup>*Local Competition Order*, ¶ 380; *Implementation of the Local Competition Provisions of the Telecommunications*  
*Act of 1996*, CC Docket No. 96-98, FCC 99-238 (Rel. Nov. 5, 1999) (“*UNE Remand Order*”), ¶ 166-167.

25 <sup>3</sup>*Bell Atlantic 271 Order*, ¶ 269; *Application of BellSouth Corporation Pursuant to Section 271 of the*  
*Communications Act of 1934, As Amended, To Provide In-Region InterLATA Services in Louisiana*, CC Docket  
26 No. 98-121, FCC 98-271, released October 13, 1998, ¶ 54 (“*BellSouth Second Louisiana Order*”).

<sup>4</sup>*Bell Atlantic 271 Order*, ¶ 271.

1 contained in Exhibit C to the SGAT. Moreover, because Qwest has committed to a five day  
2 (non-loaded) and fifteen day (conditioned) loop delivery interval, it is equally clear that Qwest  
3 regularly fails to deliver loops on the first FOC date. The severity of this problem may not be  
4 underestimated; since October 2000, the average interval for FOC receipt is **COVAD**  
5 **CONFIDENTIAL** **END CONFIDENTIAL**. Attached to my testimony is Confidential  
6 Exhibit MC-2, which shows Qwest's abysmal FOC performance. It is clear that Qwest loop  
7 delivery performance is equally abysmal, since the average loop delivery interval is **COVAD**  
8 **CONFIDENTIAL** **END CONFIDENTIAL**. The interval also demonstrates the fact that  
9 Qwest simply cannot be delivering the loop on the first FOC date. Again, Confidential Exhibit  
10 MC-2 documents Qwest's poor loop delivery performance.  
11

12  
13 Because of these companion failures, Covad is compelled to expend scarce resources to  
14 determine the actual delivery date and to mend damaged customer relationships. By way of  
15 example, following receipt of a FOC, Covad informs its partner/ISP of the FOC date which, in  
16 turn, informs the end-user (the ultimate customer) of the loop delivery date to which Qwest has  
17 "committed." Because the end-user must take time off from work to provide access to the Qwest  
18 technician, Qwest's failure to meet its firm order "commitment" results in a rescheduling of the  
19 FOC and the end-user must take additional time off from work. End-user frustration and  
20 consequent damage to Covad's reputation and credibility necessarily flow from such  
21 rescheduling and repeated rescheduling.  
22

23 Equally significant is the negative impact on Covad's relationship with its customer when  
24 it tries to explain why the date for the delivery of its DSL loop must be rescheduled. Simply put,  
25 Covad's explanation – that Qwest misinformed Covad of the installation date or missed the  
26

1 installation altogether – sounds precisely like it is “passing the buck.” As a consequence,  
2 Covad’s credibility is undermined, thereby creating the possibility that the end-user will opt to  
3 go with another DSL provider, like Qwest.

4 Covad repeatedly raised with Qwest throughout 1999 and 2000 its poor FOC and  
5 provisioning performance. After months and months of complaints, Qwest finally responded,  
6 implementing a two month FOC trial in the State of Colorado that was designed and intended to  
7 improve Qwest’s poor FOC and loop delivery performance. Unfortunately, despite the changes  
8 Qwest purportedly made in connection with the Colorado FOC trial, its performance remained  
9 flatly unacceptable. Attached hereto as Confidential Exhibit MC-3 are Covad’s results from that  
10 FOC trial. As you can see, even during the trial period, Qwest failed to provide FOC within  
11 three days **COVAD CONFIDENTIAL** **END CONFIDENTIAL** of the time. And again,  
12 even assuming that Qwest is successful in delivering the loop within five (5) days from the date  
13 the order is received, Qwest failed to timely deliver a loop **COVAD CONFIDENTIAL**  
14 **END CONFIDENTIAL** of the time.

15 Covad pays the price for Qwest’s poor FOC and loop delivery performance in the form of  
16 strained and/or lost customer and end-user relationships. Because it is unlikely that Qwest treats  
17 its own end-users in a comparably unprofessional manner, the Commission must ensure that such  
18 disparate treatment ceases immediately by demanding that the FOC date provided by Qwest  
19 include a measurable level of credibility and that Qwest meet its obligation to timely provision  
20 loops rather than make meaningless promises that it will do better.  
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1 **Q: CAN YOU ELABORATE ON QWEST'S FAILURE TO PROVIDE GOOD**  
2 **LOOPS?**

3 A: Qwest has agreed to perform "acceptance" or "cooperative" testing on all loops it  
4 delivers to Covad. The need for this testing was a direct result of the poor loop quality Covad  
5 was experiencing ever since the inception of its relationship with Qwest. Currently, Qwest fails  
6 to perform acceptance testing on approximately **COVAD CONFIDENTIAL** **END**  
7 **CONFIDENTIAL** of the loops delivered to Covad. *See Confidential Exhibit MC-4.*

8  
9 There simply is no reason that Qwest cannot perform cooperative testing. Rather, it is  
10 apparent that Qwest does not perform acceptance testing because it does not care to do so. More  
11 particularly, pursuant to the long-standing agreement between Qwest and Covad, at the time of  
12 installation the Qwest technician is required to call into a dedicated telephone number at Covad  
13 to perform the cooperative testing. If no one answers the call immediately, the technician is  
14 obligated to remain on the line for no longer than ten (10) minutes. If at the conclusion of the ten  
15 minutes no one at Covad has picked up the line, then the Qwest technician may deem that loop  
16 accepted and simply posts the completion report (which contains no information regarding the  
17 loop delivered) on its web site.  
18

19 Despite the simplicity of the process and the agreement of the parties thereto, Covad's  
20 ACD logs show that Qwest technicians rarely, if ever, remain on hold for ten (10) minutes.  
21 Rather, the ACD logs reflect that the technicians often just hang up or, more frequently, remain  
22 on hold for a period of time less than ten (10) minutes, in violation of the parties' agreement  
23 regarding cooperative testing.  
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1 Qwest's failure to perform cooperative testing and/or its refusal to adequately train and  
2 enforce this requirement with its outside plant technicians raises a number of issues:

3 First, to the extent that an inoperable loop is delivered, Covad is forced to open a trouble  
4 ticket in order to reach resolution. Covad should not have to open a trouble repair ticket on a  
5 loop that was not properly provisioned in the first instance. Had Qwest complied with its  
6 obligation to perform the coordinated (or "joint acceptance") test, both parties would have been  
7 able to trouble-shoot the provisioning problem at the appropriate time – the time of provisioning.  
8

9 The ramifications of Qwest's failure to comply with its acceptance testing obligations are  
10 both detrimental and wide reaching. The end user is forced to wait additional time until an  
11 operable loop is delivered. Covad needlessly is forced to expend additional resources to trouble-  
12 shoot, as well as to resolve its now-compromised relationship with its customer. Additionally,  
13 Covad faces the possibility of being charged unfairly, either for an acceptance test that was never  
14 performed, or for trouble tickets that should not have been opened in the first place. I note in this  
15 regard the fact that Qwest charges Covad for cooperative testing regardless of whether Qwest  
16 performed cooperative testing.  
17

18 Second, Qwest has not resolved its failure to perform acceptance testing as requested by  
19 Covad. On several occasions, Covad met with Qwest personnel to explain its need for, and  
20 requirement of, acceptance testing, as well as to discuss test equipment options – despite the fact  
21 that Covad's loop requirements are not much different than Qwest's. Similarly, Covad and  
22 Qwest discuss weekly operational issues, of which cooperative testing has been an active agenda  
23 item for several months. Covad executives likewise meet with Qwest executives on a quarterly  
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1 basis to discuss, inter alia, this precise issue. Despite all this, Qwest has not seen fit to correct  
2 this problem.

3  
4 **Q: IS IT POSSIBLE TO REMEDY QWEST'S FAILURE TO DELIVER GOOD**  
5 **LOOPS BY LOOKING AT THE LOOP QUALIFICATION TOOLS QWEST**  
6 **PROVIDES?**  
7

8 A: Unfortunately, no. In the first place, shifting the burden to Covad to do that work is  
9 improper. More importantly, it simply cannot be done. The loop qualification tools -- and  
10 specifically Qwest's newest loop qualification tool, the Raw Loop Data tool ("RLD") -- provide  
11 inaccurate and/or incomplete information.

12 During the course of the FOC trial, Covad used that trial as a period of time within which  
13 to evaluate whether we could comfortably rely upon the RLD in submitting orders. We  
14 concluded that we cannot. More particularly, Covad learned through its own internal evaluation  
15 that a significant number of orders could never be run through the RLD because either the phone  
16 number or the address produced no match in the RLD. The "no address match" is particularly  
17 problematic because that scenario occurred after Covad had verified the order address against  
18 Qwest's own address validation database.  
19

20 Other deficiencies we found in the RLD during the course of the Colorado FOC trial  
21 included orders where there was: (1) no loop length information included in the RLD; or (2) no  
22 MLT information included in the RLD. Additionally, we also uncovered instances in which the  
23 RLD suggested either that no facilities were available or that there was pair gain on the line.  
24 Despite the information contained in the RLD, we were able to close orders even where there  
25 was a purported lack of facilities and to close ADSL orders where there supposedly were pair  
26



1 gain on the line. Needless to say, although these findings, in and of themselves, demonstrate that  
2 the RLD is not accurate or even complete, they do not even begin to address the “false positive”  
3 problem in which it appears an order can be placed and closed but, in reality, it cannot.  
4

5 It is unacceptable for Qwest to suggest that CLECs should be satisfied with the pre-  
6 qualification tools it has provided because Qwest is subject to the same inaccuracies in  
7 information. Moreover, I have serious concerns about assuming that Qwest is subject to the  
8 same deficiencies. For example, Qwest provided to CLECs in other jurisdictions two iterations  
9 of the memoranda it provided to its outside plant technicians regarding updating the LFACs  
10 database when they determine or discover that the outside plant does not match up with the  
11 information in LFACs. In both of these iterations, the technician could either provide the  
12 information to the group responsible for updating LFACs or it could send that information to the  
13 Megabit retail group for purposes of a sales referral. Attached hereto as Confidential Exhibits  
14 MC-5 and MC-6 are those two iterations. Although Qwest supposedly corrected the memoranda  
15 to eliminate the reference to the Megabit referral option, I have great concern that Qwest  
16 continues or will resume in the future to direct its outside plant technicians to “update” the sales  
17 group rather than LFACs when it discovers inaccuracies in Qwest’s loop makeup databases.  
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21 **Q: DESCRIBE OTHER PROBLEMS WITH THE PRE-QUALIFICATION AND**  
22 **LOOP MAKEUP DATABASES THAT QWEST MAKES ACCESSIBLE TO**  
23 **COVAD.**

24 **A:** In a nutshell, the problem is that Qwest’s databases are inaccurate and provide no  
25 assistance in working around the problem. For example, when Covad attempts to pre-qualify a  
26

1 street address, the address search criteria in IMA-GUI do not provide adequate options or  
2 directional indicators for Covad to lock in an end user's address in order to pre-qualify that  
3 order. Covad therefore must expend considerable time in working around the cumbersome IMA  
4 address search process in order to simply validate and pre-qualify an address. The additional  
5 time and resources Covad must dedicate imposes an undue and unfair burden on it when trying  
6 to compete with Qwest for end users.  
7

8  
9 **Q: WHAT OTHER CONCERNS DO YOU HAVE REGARDING QWEST'S LOOP**  
10 **DELIVERY PERFORMANCE?**

11 A: One of the single biggest issues we face in the Qwest territory is the number of orders  
12 that go into held status. In Washington alone, Qwest placed in held status over **COVAD**  
13 **CONFIDENTIAL** **END CONFIDENTIAL** Covad orders. In other words, **COVAD**  
14 **CONFIDENTIAL** **END CONFIDENTIAL** of all Covad orders in Washington were held  
15 by Qwest and, of those orders, **COVAD CONFIDENTIAL** **END CONFIDENTIAL** were  
16 cancelled. *See Confidential Exhibit MC-7.*  
17

18 Until very recently, the "held order" problem was compounded by Qwest's failure to  
19 inform Covad when such orders will be provisioned which, in turn, prevented Covad from  
20 informing its customers of when they can expect service. This failure places Covad at an unfair  
21 competitive disadvantage with respect to customer retention and company reputation because it  
22 cannot manage its customers' expectations regarding the timing of service. As a result,  
23 customers lose confidence in Covad's ability to provide service at all. To remedy this problem  
24 and to provide a mechanism that both manages customer expectations and protects its reputation,  
25  
26

1 Covad implemented an internal policy pursuant to which it cancels all orders held more than  
2 thirty (30) days. The resulting loss of Covad customers and on-going revenue is staggering.

3 Covad had not remained silent in the face of the held order issue. More particularly,  
4 beginning in July 1999, Covad repeatedly requested that Qwest (including, but not limited to,  
5 Qwest executives) provide it with a plan for capital investment (by central office), so that Covad  
6 could sell its product intelligently in locations where services likely will be available. Qwest  
7 refused to respond to these requests except to agree that it was problematic.

8  
9 Covad also provides forecasts, by central office, to Qwest, so that Qwest can use this data  
10 in planning and building facilities. This information appears not to be incorporated into Qwest's  
11 network planning, however, since Covad has not experienced any meaningful improvement in  
12 the provisioning of its lines.

13  
14 Covad also regularly requested that Qwest commit to reducing Covad's held orders  
15 currently and in the future. Qwest never responded directly to Covad. Rather, Qwest  
16 implemented a "new build policy," in which it states that it will reject all orders where there are  
17 no facilities and Qwest has no plans to build any facilities to accommodate demand. This policy  
18 is attached to Jean Liston's Direct Testimony as Exhibit JML-37. This "new build policy"  
19 simply is not an adequate response. Qwest should not be permitted to stymie competition by  
20 refusing to build facilities to meet reasonable and anticipated CLEC demand.

21  
22 Moreover, as you can see from Confidential Exhibit MC-7, this new build policy has the  
23 negative effect of allowing Qwest to "self-improve" its performance under the PIDs without ever  
24 actually improving its performance. What I mean by this is that OP-15 of the PIDs measures the  
25 number of days an order is past due. Because the build policy provides that Qwest will reject  
26

1 orders if no facilities will be or anticipated to be available, it will automatically cap the total  
2 number of delay days on any given order.

3 Compounding the problem created by Qwest's build policy is its recently announced  
4 decision to cut its capital spending in the next few years. See Exhibit MC-8. Qwest thus has  
5 decided it will ramp down its network growth at the same time it has crystallized its refusal to  
6 build to meet reasonable CLEC demand.  
7

8  
9 **Q: PLEASE IDENTIFY YOUR OTHER CONCERNS REGARDING THE "NEW**  
10 **BUILD POLICY."**

11 A: The new build policy also states Qwest's apparent policy for addressing held orders. Not  
12 only was this policy issued without consulting any CLECs, but also, it is an insufficient response  
13 to the concerns Covad raised. Specifically, Qwest agrees to nothing more than that it will reject  
14 LSRs and cancel service order requests when an order is held and no facilities are or anticipated  
15 being available.  
16

17  
18 **Q: YOU'VE MENTIONED THE CANCELLATION OF ORDERS. ARE**  
19 **CANCELLED ORDERS A PROBLEM FOR COVAD?**

20 A: Yes, they are.  
21

22  
23 **Q: PLEASE DESCRIBE THAT PROBLEM.**

24 A: As you can see from Confidential Exhibit MC-2, a huge percentage of Covad's orders are  
25 cancelled every month. Of that total percentage of cancelled orders, 75% of the cancellations are  
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1 caused by, or the fault of, Qwest. Qwest's conduct thus is the direct cause of the loss of a  
2 substantial number customers and associated revenues. The fact that it is Qwest's own conduct  
3 that leads to this result raises a serious question as to whether Qwest is acting fairly and in good  
4 faith with respect to CLECs. Indeed, this data appears to demonstrate that Qwest has not  
5 provided CLECs, like Covad, with a meaningful opportunity to compete for DSL customers in  
6 the State of Washington.  
7

8  
9 **Q: DESCRIBE YOUR CONCERNS REGARDING QWEST'S ANTI-COMPETITIVE**  
10 **BEHAVIOR.**

11 A: Equally damaging to Covad's relationship with its customers is the anti-competitive  
12 behavior in which Qwest employees have engaged across Qwest territory. In Washington, for  
13 example, a Qwest representative called and transferred an end user to Covad in response to the  
14 end user's request that Qwest call him one hour prior to arriving at the site. After Covad  
15 informed the end user that it would post a note alerting the Qwest technician of that request but  
16 that there was no guarantee that the Qwest technician would act upon the note, the conversation  
17 continued between the Qwest representative and the end user regarding this issue. During the  
18 course of that conversation, the Qwest representative actively solicited the end user with a  
19 special package deal. By the conclusion of the conversation, the end user agreed to call his ISP  
20 to cancel his Covad service and asked that the Qwest representative call him back so that he  
21 could sign up for Qwest DSL service.  
22

23  
24 Similarly, in another incident, Qwest notified Covad that there was an alleged lack of  
25 facilities for a particular Covad Washington customer order and that no facilities would be  
26

1 available in the foreseeable future. Covad therefore cancelled that order in order to manage that  
2 end user's expectations and to protect its reputation. After Covad cancelled the order, Qwest  
3 contacted the end user, and stated that Qwest could provide that end user's DSL service.  
4

5 Covad reports these types of incidents to Qwest. Qwest, however, regularly has failed and  
6 refused to satisfactorily explain why it is unable to prevent the recurrence of these types of  
7 incidents, or to provide Covad with any information regarding the resolution of specific  
8 incidents. Although Qwest has represented in other jurisdictions that it has taken steps to  
9 alleviate these concerns, Covad is still without the assurance that Qwest is committed to  
10 implementing the necessary training and related mechanisms to ensure that such conduct will  
11 cease.  
12

13  
14 **Q: MS. CUTCHER, DO YOU HAVE ANY OTHER CONCERNS REGARDING**  
15 **QWEST'S PERFORMANCE?**

16 A: Yes, I do. With respect to the first additional concern I have, it can be categorized  
17 generically as the disconnect between what Qwest represents in these workshops as its policies  
18 and procedures and what Covad sees at an operation level. The other concern I have deals with  
19 operational deficiencies that place Covad at a competitive disadvantage vis-à-vis Qwest.  
20

21  
22 **Q: CAN YOU EXPLAIN WHAT YOU MEAN BY YOUR REFERENCE TO A**  
23 **"DISCONNECT"?**

24 A: The easiest way to do it is to provide examples. In Colorado, for example, Qwest  
25 represented that it provides to Covad "wholesale service quality report" as required by Colorado  
26

1 law. While Qwest at one time did provide those reports to Covad, Qwest ceased sending them  
2 when a new account manager was assigned to our Qwest account team.

3 Another example comes from Qwest's representations regarding its newly established  
4 Quality Coordinated Control Center ("QC3"). Qwest represented that this new center is, in  
5 effect, a group dedicated to ensuring that the coordinated cutover process and associated tasks  
6 were performed more professionally, consistently and on time. In fact, Qwest introduced into  
7 evidence in other states information regarding the improvement in its performance since the QC3  
8 was established. Yet, when Covad questioned its Qwest account manager regarding the QC3,  
9 the Qwest account manager indicated that she had never heard of it before.  
10

11 Yet another examples come from the repair arena. In one situation, when Covad  
12 requested a vendor or collocation meet, we were instructed to call back 1-2 days prior to the  
13 request in order to schedule the appointment. In another instance, Covad was informed that  
14 appointments could not be scheduled more than 24 hours in advance. On yet another trouble  
15 ticket, the meet was allowed and scheduled five days prior to the date and time. Plainly, Qwest's  
16 policies in its repair centers are inconsistent and/or not consistently implemented.  
17

18 The lack of any implementation at the operational level – which is the level where it  
19 really counts from Covad's perspective – of these representations and improvements renders  
20 them meaningless. Qwest's purported "fixes" cannot be accepted at face value because they lack  
21 any guarantee that they will remedy the serious and severe operational issues identified by  
22 CLECs. It is imperative, therefore, that Qwest be held to these representations and that it be  
23 required to prove that it has implemented its representations, promises and remedies in a  
24 meaningful manner.  
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**Q: PLEASE DISCUSS QWEST’S OPERATIONAL DEFICIENCIES.**

A: Certainly. The first problem is the fact that Covad cannot pre-qualify or place an order for DSL service for a new Qwest customer until that customer has received its first Qwest telephone bill. Specifically, when Covad receives a request for DSL service from a new Qwest end user, Qwest has informed Covad that information relating to that new end user will not be included in the pre-qualification tools until after issuance of the first bill. Qwest further informed Covad that it could not even place an order for that customer, regardless of whether the order was pre-qualified or not, until the new Qwest end user receives the first telephone bill. Covad thus is placed at an obvious competitive disadvantage due to an approximate thirty day delay in attempting to obtain that business.

It is equally obvious that Qwest imposes no such similar delay on itself, thereby granting itself a sustainable competitive advantage. In fact, Covad has learned that, rather than waiting until the first month’s voice billing is issued, Qwest contacts its new voice customers within a week or two regarding their interest in DSL services. Qwest uses its “loop qualification tool” to pre-qualify that customer for DSL service and then locks that customer in before Covad even has an opportunity to compete. This is clearly anti-competitive conduct on the part of Qwest.

Another operational deficiency of great concern to Covad is the fact that Qwest’s databases do not include information for second lines, which often is the line over which the end user seeks DSL service. As a consequence, when Covad attempts to pre-qualify that second line, Qwest regularly responds that no such number exists or provides only the last address associated with that phone number when used as the primary line. When Covad attempts to work around



1 that problem by looking at another database to determine whether Qwest has identified the  
2 second line as a “spare facility,” we find that information may not be provided or that the  
3 response is “no facilities.” Under either circumstance, Covad is prevented from submitting an  
4 LSR and/or an LSR that has been pre-qualified. Consequently, Qwest’s failure to timely update  
5 its databases and to include second line information places Covad at a clear competitive  
6 disadvantage.  
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9 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

10 A. Yes, it does.  
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