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PHIL R. CEGUERA
Paralegal

Arizona Corporation Commission

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408-987-1107
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AZ CORPORATION COMMISSION
DOCUMENT CONTROL

March 1, 2001

DOCKETED BY 

VIA FEDERAL EXPRESS

Arizona Corporation Commission
Docket Control-Utilities Division
1200 West Washington Street
Phoenix, AZ 85007-2996

Re: *US WEST Communications Section 271 Application*
Docket No. T-000000A-97-0238

Dear Sir or Madam:

Enclosed for filing are the original and ten (10) copies of the redacted version of Covad Communications Company's Initial Comments Regarding Loops, LNP and Line Splitting.

Please feel free to call with any questions.

Thank you for your assistance.

Sincerely yours,



Phil R. Ceguera
Enclosures

cc: Service List

CERTIFICATE OF SERVICE

I, Phil R. Ceguera, hereby certify that an original and ten (10) copies of the **redacted** version of the **Initial Comments of Covad Communications Company's Regarding Loops, LNP and Line Splitting**, in Docket No. T-00000A-97-0238, were sent for filing via overnight delivery on this 1st day of March, 2001, to the following:

Arizona Corporation Commission
Docket Control-Utilities Division
1200 West Washington Street
Phoenix, AZ 85007-2996

and a **non-redacted** version of the foregoing was served via overnight delivery this 1st day of March, 2001, on the following:

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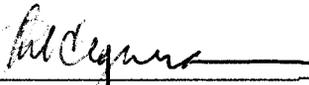
and a true and correct copy of the **redacted** version of the foregoing was sent via United States Mail, postage prepaid, on this 1st day of March, 2001, to the following:

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<p>Thomas F. Dixon MCI TELECOMMUNICATIONS CORP 707 17th Street, #3900 Denver, Colorado 80202</p>	<p>Jon Loehman, Managing Director SBC Telecom, Inc. 5800 Northwest Parkway Suite 135, Room 1.S.40 San Antonio, TX 78249</p>	<p>Richard S. Wolters AT&T & TCG 1875 Lawrence Street, Room 1575 Denver, Colorado 80202</p>
<p>Joyce Hundley UNITED STATES DEPARTMENT OF JUSTICE Antitrust Division 1401 H Street NW, Suite 8000 Washington, DC 20530</p>	<p>Joan Burke OSBORN MALEDON 2929 N. Central Avenue, 21st Floor P.O. Box 36379 Phoenix, Arizona 85067-6379</p>	<p>Scott S. Wakefield, Chief Counsel RUCO 2828 N. Central Avenue, Suite 1200 Phoenix, Arizona 85004</p>
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Dennis D. Ahlers, Sr. Attorney Eschelon Telecom, Inc. 730 Second Ave. South, Ste 1200 Minneapolis, MN 55402	M. Andrew Andrade, Esq. TESS Communications, Inc. 5261 S. Quebec St. Ste 150 Greenwood Village, CO 80111	Todd C. Wiley Esq. GALLAGHER AND KENNEDY 2575 East Camelback Road Phoenix, Arizona 85016-9225

and a true and correct copy of the **redacted** version was served electronically on March 1, 2001, to each person on the e-mail distribution list for this docket provided by Staff of the Arizona Corporation Commission.



 Phil R. Ceguera

BEFORE THE ARIZONA CORPORATION COMMISSION

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2001 MAR -2 A 10:43

CARL J. KUNASEK
Chairman
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Commissioner
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Commissioner

AZ CORP COMMISSION
DOCUMENT CONTROL

IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S
COMPLIANCE WITH SECTION 271 OF
THE TELECOMMUNICATIONS ACT
OF 1996

DOCKET NO. T-00000A-97-0238

**INITIAL COMMENTS OF COVAD COMMUNICATIONS COMPANY
REGARDING LOOPS, LNP AND LINE SPLITTING**

Covad Communications Company ("Covad") hereby submits these comments in advance of the upcoming workshop on loops, line splitting and LNP scheduled for March 5, 2001 through March 9, 2001. These comments address issues with Qwest Corporation's ("Qwest") present performance that demonstrate Qwest's failure to satisfy the requirements of Section 271 of the Telecommunications Act of 1996 ("the Act").

Covad also addresses some of its preliminary concerns with Qwest's proposed SGAT language. It is Covad's understanding that changes to the SGAT have been agreed to in other jurisdictions, but have not yet been incorporated into updated Arizona SGAT language. Covad anticipates that Qwest will provide an updated SGAT prior to/or at the next workshop. Covad, therefore, anticipates raising the majority of its concerns regarding SGAT language on the record, rather than in these pre-filed comments.

The Affidavits of Geoffrey Grigsby, Regional Manager, ILEC Relations, Michael Zulevic, Director, Network Deployment, and Michael Marchando, ILEC Relations Manager, attesting to the facts contained herein and the data contained in Covad's attachments are attached hereto as Exhibits A, B and C, respectively.

I. INTRODUCTION

In order to grant Qwest's application to provide interLATA long distance service, this Commission must find that Qwest is complying with the Act, which requires, among other things, that Qwest provide nondiscriminatory access to network elements.

Telecommunications Act of 1996, § 271(a)(2)(B)(ii). The burden is Qwest's alone to prove actual and present compliance with the statutory conditions for entry, including all 14 competitive checklist items.¹ Covad submits that Qwest has thus far failed to demonstrate the requisite compliance.

II. ACCESS TO XDSL-CAPABLE LOOPS

A. QWEST'S FAILURE TO PROVISION XDSL-CAPABLE LOOPS

1. FOCs and On-Time Delivery

Historically, Qwest has failed, a significant portion of the time, to provision loops (1) on the first Firm Order Commitment ("FOC") or (2) on time. These failings force Covad needlessly to expend valuable and scarce resources to determine when a loop is actually going to be provisioned and mend damaged customer relationships. Moreover,

¹ See In the Matter of Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York, Memorandum Opinion and Order, CC Docket No. 99-295, FCC 99-404 (Dec. 22, 1999) at ¶ 37.

Qwest's failings place Covad in the unfair position of having to explain to its customers why provisioning is not going to take place as scheduled – because Qwest misinformed Covad of the installation date or missed the installation altogether.

Once Covad receives a FOC from Qwest, it informs the Covad Partner (ISP) of the date. This ISP in turn informs the end-user (the ultimate customer) of the expected loop delivery date. Often, the end-user must take the day off from work and stay home, in order to grant the requisite access to the Qwest technician. If Qwest does not deliver as scheduled, Covad must reschedule, which results in both end-user frustration and damage to Covad's reputation and credibility. Frequently, this happens repeatedly, as the end-user's, and Covad's, frustration mounts.

These facts demonstrate that, at the end of the day, Covad pays the price, both literally and figuratively, for Qwest's poor performance. Covad's relationships with its customers are put at risk because of Qwest's continued failure to provision meaningful and accurate FOC dates. It is doubtful that Qwest treats its own end-users in a comparably unprofessional manner. The Commission must ensure that such disparate treatment ceases immediately by demanding that the FOC date provided by Qwest has a measurable level of credibility and that Qwest meet its obligation to timely provisioning.

Covad has met and communicated with Qwest on numerous occasions regarding Qwest's poor FOC and provisioning performance. Currently it appears that Qwest has made moderate improvements on its 72-hour FOC and on time performance. *See* Attachment 1 to Mike Marchando's affidavit entitled, "Arizona On-Time Delivery and 72-Hour FOC." Notably, however, during the months of improvement, Covad's order

volume was significantly reduced.² It is therefore unclear whether Qwest's processes and performance have actually improved or if it simply has had fewer orders to process.

Covad's order volume is forecasted to increase to the previous levels. *See Attachment 2* to Mike Marchando's affidavit entitled, "Qwest Forecast – Consumer and Business Bookings Year 2001." Accordingly, Covad must be assured that Qwest's previous abysmal On-Time and FOC Performance, which reached as low as 54% and 67% respectively in 2000, will not be repeated.

2. Held and Cancelled Orders

In Arizona alone, Qwest has placed, at its peak, close to 600 of Covad's orders as "held." Compounding this failure is Qwest's failure to inform Covad when such orders will be provisioned. Covad thus likewise is unable to convey to its customers when they can expect service. This situation places Qwest at an unfair competitive advantage in the DSL space because they cannot, or will not, share this information with Covad – information which Covad suspects Qwest shares with its own retail customers.

If Covad had the requisite information, Covad could properly build customer expectations. As a result of an intolerable lack of facilities information, Covad has been forced to develop an internal policy to cancel orders that are held for reasons of "lack of facilities" for greater than 30 days. The resulting loss of Covad customers and on-going revenue is staggering.

As stated above, Covad is often told that no facilities exist to provision the loop. Covad is interested in knowing whether Qwest has the same difficulty in locating

² Covad's volume of stand-alone loops has decreased as Covad has attempted to take advantage of linesharing for its residential customers. As noted in prior written and verbal testimony, however, Covad's ability to successfully provision linesharing orders in Arizona has been compromised by numerous Qwest issues.

facilities for its own retail services as it does for competitors such as Covad. In more than one instance, Covad has been told by its end-users that Qwest informed them that facilities are not available for their Covad order, but would be available if they choose Qwest. This discriminatory conduct happens with such regularity that Covad no longer even tracks all of these instances. Covad requests that the Commission fully investigate why Qwest is seemingly unable to find facilities or find them in a reasonable period of time to promote competition in Arizona.

Further, beginning in July 1999, Covad has repeatedly requested that Qwest provide it with its plan for capital investment (i.e. by central office), so that Covad can sell its product intelligently in locations where services would likely be available. To date, Qwest has refused to respond to these requests. Covad also provided forecasts, by central office, to Qwest, so that Qwest could use this data in planning and building facilities. That information does not seem to have improved Covad's ability to get its lines provisioned. Unfortunately, providing forecasts is merely a labor-intensive process for Covad that has no real impact. In fact, these forecasts appear to be little more than a device for Qwest to gain access to Covad's marketing strategies with no tangible improvements in Covad's ability to get the services it has forecasted.

Covad has repeatedly requested for Qwest's commitment to reduce its held orders. Specifically, Covad has asked Qwest how it was tracking the progress on how it is addressing the held order issue. Covad also asked how many orders were going on the held order list each week and how many were coming off, a simple formula for tracking progress. Qwest responded that it did not track that information. When Covad asked if Qwest could handle the projected volumes of orders being sent in and the likely number

that would go held as a percentage of total orders, Qwest responded that it could not handle the projected volume and had no plan for expanding their center. As stated previously, Qwest's abysmal held order performance and seeming inability to monitor and resolve the problem forced Covad to begin canceling orders because numerous customers had been waiting several weeks to months for their service. Covad's relationship with its customers has been seriously compromised, if not lost altogether, because of Qwest's repeated inability to provision Covad's orders for xDSL-capable loops.

In 2000, Qwest "held" over *****COVAD CONFIDENTIAL END CONFIDENTIAL***** individual Covad orders. Stated differently, *****COVAD CONFIDENTIAL END CONFIDENTIAL***** of *all* of Covad's orders were held. *See* Attachment 3 to Mike Marchando's affidavit entitled, "Qwest-Arizona Held and Cancelled Orders." To give a flavor of just how detrimental Qwest's holding of orders has been, *****COVAD CONFIDENTIAL END CONFIDENTIAL***** of the held orders were ultimately cancelled and Covad lost a significant portion of its Arizona customers. Id.

In the past few months, it might appear that Qwest is improving its "held order" percentage. The reduction in Qwest's held orders, however, is the result of Covad being forced to cancel hundreds of orders internally after an order has been held for more than 30 days and the increase in linesharing orders. Forcing Covad to drop its customers because Qwest cannot provision the loops is a far cry from Section 271 compliance.

3. Installation and Technician Issues

a. Cooperative Testing

Qwest has agreed to perform “acceptance” or “cooperative” testing on all loops it delivers to Covad. The need for this testing was a direct result of the poor loop quality Covad was experiencing. Qwest, however, fails to perform acceptance testing on a significant number of loops. *See* Attachment 4 to Mike Marchando’s affidavit entitled, “Qwest-Arizona Joint Acceptance Testing.” This failure raises a number of potential issues.

First, to the extent that an inoperable loop is delivered, Covad is forced to open a trouble ticket in order to reach resolution. Covad should not have to open a trouble *repair* ticket on a loop that was not properly *provisioned* in the first instance. Had Qwest met its commitment to perform the acceptance test, initially, both parties would have been able to trouble-shoot the provisioning problem at the appropriate time – at the time of provisioning. When Qwest fails to meet its acceptance testing obligations, both Covad and the end-user suffer. The end-user is forced to wait additional time until an operable loop is delivered. Covad is needlessly forced to expend additional resources to trouble-shoot, must address the now compromised relationship with its customer, and faces the possibility of being charged unfairly, either for an acceptance test that was never performed or for trouble tickets that should have never have had to be opened in the first place.

To correct the acceptance testing problem, Covad has, on several occasions, met with Qwest field personnel to help them understand Covad’s requirements and to share

with them test equipment suggestions, despite the fact that Covad's loop requirements are not much different than Qwest's.

Covad and Qwest meet on a weekly basis to discuss operational issues.

Cooperative testing has been an active agenda item for several months. Covad executives meet with Qwest executives on a quarterly basis and this issue is also well-covered territory at those meetings. Qwest is clearly aware of the cooperative testing process. Qwest is also aware of Covad's complaints with its poor performance in this regard. Now, Qwest must train its technicians and personnel to follow proper procedure, as that is the reason Qwest has cited for poor performance. Absent significant improvement in Qwest's cooperative testing effort, acceptance testing is nothing more than a needless expense and waste of time for Covad.

b. Anti-competitive behavior

Perhaps more alarming and equally damaging to Covad's relationship with its customers is the host of anti-competitive behaviors in which Qwest technicians have engaged across Qwest territory. In Arizona, for example, Qwest technicians have (1) encouraged Covad end-users to use providers other than Covad, including Qwest; (2) stolen Covad loop pairs and used those pairs for Qwest services, despite in person protests from the Covad customer; (3) failed to show up for the Covad install after pressuring the end-user to use Qwest services; and (4) misinforming Covad customers regarding a loop's capabilities of running a Covad-offered service.

Covad has turned in trouble reports outlining Qwest's egregious behavior, but Qwest has failed to satisfactorily explain or resolve these issues. With respect to one of

the issues involving stolen pairs,³ Covad sought resolution from Qwest in September 2000. Covad brought the stolen pair issue to the Qwest account team, asked that the situation be investigated and that prompt action be taken to resolve the problem. When Covad pressed the issue with the account management group, Qwest responded that the issue was resolved. Covad inquired as to how the problem was resolved and Qwest responded that it would not say. The stolen pair issues continue. Accordingly, Covad escalated the issue again in July 2000 at an executive meeting. John Kelly, Qwest President Wholesale, indicated that Qwest would not tell Covad what happened in these stolen pairs situations, as they allegedly involved disciplinary action. When Covad asked whether disconnecting Covad customers to install Qwest customers was grounds for termination, Mr. Kelly refused to respond.

Competitors need support from the Commission and assurance from Qwest that this anti-competitive, discriminatory treatment will cease immediately and completely. CLECs such as Covad *cannot* compete effectively when its efforts to provide competent and timely service are thwarted by Qwest's recurring personnel issues. Covad requests that the Commission demand that Qwest technicians cease all anti-competitive behavior and that Qwest provide an accounting of what is actually done to rectify these situations instead of providing meaningless assurances that the issues are taken care of only to occur again. CLECs must be guaranteed that, although Qwest controls a piece of their service, abuses of this nature will not be tolerated.

³ The specific scenario referenced involves situations in Phoenix in which loops installed on behalf of Qwest by outside contractors are stolen by Qwest union technicians and the facilities are then used for other Qwest retail services.

4. Repeaters

For over a year, Covad has requested that Qwest provide a product that would allow Covad to purchase repeaters on DSL orders at a commercially reasonable price. Although this issue has been repeatedly discussed on weekly conference calls, and Qwest has confirmed that Covad should have access to such a product, Qwest refuses to make this necessary DLS product available.

The repeater issue is just one example of the difficulty Covad has in driving Qwest to resolve issues. Qwest's delay tactics create competitive harm in that smaller CLECs like Covad are forced needlessly and repeatedly to expend resources in an attempt to increase its ability to serve its customers without any resolution.

III. LINE SPLITTING

A. Background and Purpose of Comments

The purpose of these comments is to provide current evidence addressing Qwest's requirement to provide line splitting in the State of Arizona, as directed by FCC Order 01-26, dated January 19, 2001. Line splitting allows Voice CLECs to either provide xDSL service over their existing voice loop, or to partner with a Data CLEC to provide the xDSL service over the high frequency portion of the voice provider's loop. Line splitting will open up competitive options for customers in Arizona who were unable to take advantage of line sharing, where Qwest is required to be the underlying voice provider. Line splitting also will allow customers to choose a voice provider other than Qwest, and still take advantage of using only a single loop for both voice and xDSL services. The comments will address five specific areas: (1) Basic Requirements

for Line Splitting, (2) Ordering Process, (3) Provisioning of Different Order Types, (4) Splitter Ownership, and (5) Implementation Schedule.

B. Basic Requirements for Line Splitting

In the case of an existing voice provider's service, line splitting must be made available using the existing loop, unless the loop is not capable of supporting xDSL services. This inability may result where the loop is currently using some form of pair gain device, such as Digital Line Carrier (DLC), or contains load coils or excessive bridged tap. In these cases, Qwest must be required to identify an xDSL capable loop and arrange for a Line and Station Transfer to move the existing voice service to the new loop, or remove load coils and bridged tap. This must be done in a routine manner, without requiring additional orders from the CLEC and without any disruption to the end-user customer's service. Covad would propose that this information be dependably provided through Qwest's pre-qualification tool.

Qwest must make all necessary network modifications for the provisioning of line splitting. Qwest must make all needed changes to its OSS to provide for pre-ordering, ordering, provisioning, maintenance, repair and billing to accommodate line splitting. In addition, Qwest must make the necessary changes to existing process flows in order to address the differences between line sharing and line splitting. As many similarities exist between these two services, it is Covad's expectation that making the needed OSS and process changes will require minimal effort and expense and should not significantly delay the line splitting implementation process.

Qwest also has the obligation to perform any central office work required to provision line splitting. It is Covad's position that many line splitting orders will simply be a migration from a linesharing arrangement and will require no central office work. These will be "records only" orders. In any case, Qwest must perform any work necessary for the provisioning of line splitting, and do so in the most efficient manner, without service disruption to the end user customer.

C. Ordering Process

It is imperative that Qwest provide a single order process for the provisioning of line splitting, using a non-design, "flow through" order process. This order should be provided by either the voice provider CLEC, or the Data CLEC, and will identify the xDSL provider partner, along with the necessary information relative to provisioning the data or voice portion of the service. Separate orders from both the voice provider and the data provider are not necessary and should not be required. In addition, when the order is simply migrating an existing linesharing service, or the ILEC's combined voice and data service, to line splitting, there is no need for Loop Qualification to take place and this step should not be required.

D. Provisioning of Different Order Types

Qwest must take the steps necessary to provide for at least the following line splitting Order types:

- Adding xDSL to an existing voice service
- Provisioning a new voice service with xDSL
- Migrating a Qwest voice customer to line splitting

- Migrating a Qwest voice and data customer to line splitting
- Migrating linesharing customer to line splitting
- Migrating a UNE data service to line splitting
- Changing data providers on a line splitting customer's line
- Changing voice providers on a line splitting customer's line

All line splitting order activities listed above must be done with a single order and with no service disruption to the end-user customer. Qwest must provision line splitting without requiring any more cross-connects or adding any additional tie cable length to the overall service than would be required for linesharing. Given that many line splitting orders are expected to be migrations from linesharing (an order requiring no physical work in the central office or in the outside plant, but only a records change), a one business day interval would seem appropriate for all line splitting orders. An exception may be for migrating an existing loop to an xDSL capable loop by way of a Line and Station Transfer, or for removing load coils or excessive bridged tap. For these unique situations, a five day interval would seem reasonable, as a dispatch would be required to transfer the customer's service to the new loop, or to de-condition the existing loop. As with linesharing, Covad is willing to accept a "phased" approach to line splitting, with provisioning intervals for orders not requiring a dispatch starting at three days initially, declining to our recommended one day interval over a three month period starting from the effective date of the FCC's order.

E. Splitter Ownership

Although the FCC has declined to rule on the issue of splitter ownership at this time (FCC 01-26 para. 25), Covad believes that Qwest-owned "outboard" splitters must be made available for use in line splitting. "Outboard" refers to splitters which are stand alone devices and are not an internal part of a Digital Subscriber Line Access Multiplexer (DSLAM). "Outboard" splitters must be made available where they are used by Qwest to provision its own combined voice and data services or to provide linesharing for xDSL providers. Multiple service providers can easily share "Outboard" splitters. Those internal to the DSLAM are commonly referred to as "integrated" splitters. By requiring Qwest to provide access to its "outboard" splitters, competition will be served by reducing the complexity of migrations among competitive carriers, and reducing the possibility of end user customer service interruption.

F. Implementation Schedule

It is Covad's belief that implementation of line splitting should commence immediately, on a collaborative basis, including all CLECs wishing to become involved. CLECs have been asking for the line splitting capability since the early discussions on linesharing and have been refused competitive access to this customer base for many months. Qwest began linesharing just over a year ago, and many problems have yet to be resolved. Line splitting implementation cannot take this long to evolve. There are many similarities between line sharing and line splitting. Given this fact, a much more aggressive implementation schedule is appropriate. I can see no reason why full implementation of line splitting should not be completed by July 1, 2001.

VI. CONCLUSION

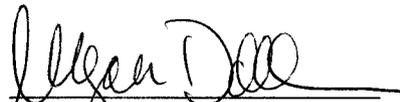
For the reasons stated above, Qwest has failed to satisfy its burden of proof establishing compliance with Section 271. Accordingly, Covad respectfully requests that this Commission reject Qwest's application to provide interLATA services.

Dated this 1st day of March, 2001.

Respectfully submitted,

COVAD COMMUNICATIONS COMPANY

By:



K. Megan Doberneck

Senior Counsel

Covad Communications Company

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Denver, CO 82030

720-208-3636

720-208-3256 (facsimile)

e-mail: mdoberne@covad.com

EXHIBIT A

AFFIDAVIT

STATE OF Oregon)
COUNTY OF Multnomah)

I, Geoffrey Grigsby, Regional Manager, ILEC Relations, of Covad Communications Company ("Covad"), hereby certify that the information contained in Covad's Comments on loops, LNP and line splitting, are true and correct to the best of my knowledge and belief.

[Handwritten Signature]
Geoffrey Grigsby

State of Oregon

County of Multnomah

Signed before me on March 1, 2001

[Handwritten Signature]
Bonnie Lucas



Seal

General Manager
Title and Rank

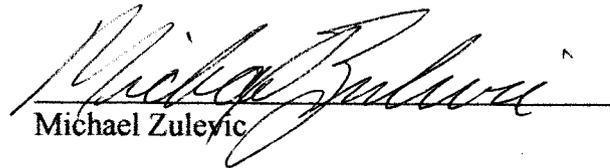
My commission expires on: 01/05/03 21 pages

EXHIBIT B

AFFIDAVIT

STATE OF COLORADO)
)
COUNTY OF DENVER)

I, Michael Zulevic, Director, Network Deployment of Covad Communications Company ("Covad"), hereby certify that the information contained in Covad's Comments on loops, LNP and line splitting, are true and correct to the best of my knowledge and belief.


Michael Zulevic

SIGNED BEFORE ME ON THIS THE 27th
DAY OF FEBRUARY 2001.

STATE OF COLORADO
COUNTY OF ARAPAHOE



My Commission Expires 09/10/2001



EXHIBIT C

CONFIDENTIAL ATTACHMENT 1

CONFIDENTIAL ATTACHMENT 4

CONFIDENTIAL ATTACHMENT 2

CONFIDENTIAL ATTACHMENT 3