



ORIGINAL

4250 Burton Drive Santa Clara, CA 95054
W > www.covad.com

T > 408.987.1000
F > 408.987.1111

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Nancy Mirabella
Paralegal

(408) 987-1108 AZ CORP COMMISSION
(408) 987-1111 (fax) DOCUMENT CONTROL

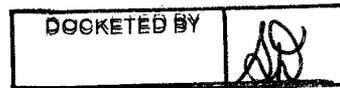
June 18, 2001

Arizona Corporation Commission

DOCKETED

JUN 19 2001

Arizona Public Utilities Commission
1200 W. Washington Street
Phoenix, AZ 85007-2996



Attention: Docket Control-Utilities Division

RE: *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*

Dear Gentleperson:

Enclosed for filing please find Covad Communications Company's NON CONFIDENTIAL Brief on the Loops and Line Splitting Impasse Issues and ten copies. In addition I have enclosed a copy of the brief and request that you return the brief in the self addressed stamped envelope with the endorsed filing stamp.

Thank you for your attention to this matter. Please do not hesitate to contact me if you require any further information.

Sincerely,

Nancy Mirabella

Enclosures

BEFORE THE ARIZONA CORPORATION COMMISSION

CARL J. KUNASEK

Chairman

JIM IRVIN

Commissioner

WILLIAM A. MUNDELL

Commissioner

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

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**COVAD COMMUNICATIONS COMPANY'S NON-CONFIDENTIAL BRIEF ON
THE LOOPS AND LINE SPLITTING IMPASSE ISSUES**

Covad Communications Company ("Covad") respectfully submits this brief on the loops and line splitting impasse issues:

I. PRELIMINARY STATEMENT

Throughout the workshops on loops and line splitting, Qwest Corporation ("Qwest") assiduously refused to amend its SGAT to take pro-competitive, pro-entry positions in several key areas. Indeed, even after a thorough development of the record on these issues, Qwest continued to provide loops in quantities sufficient to satisfy barely 50% of Covad's demand. Then, after thwarting meaningful market entry by Covad by denying it access to the basic facilities to provide xDSL services to Arizona citizens and residents, Qwest continues improperly and unlawfully to:

- (1) elongate the interval for several types of loops as well as the repair interval and the meantime to restore intervals;

- (2) fail to provide a meaningful FOC or to deliver loops on time;
- (3) deny CLECs access to sufficient information to determine where IDLC is deployed in Qwest's network or by which to work around the existence of IDLC;
- (4) refuse to build UNEs and facilities under the same terms and conditions for which it would build for itself, its affiliates, its end user customers or other parties;
- (5) refuse to provide information sufficient for Covad effectively to capitalize on Qwest's planned disclosure of its future funded build jobs;
- (6) require CLECs to pay for conditioning of loops under 18kfeet or where Qwest's own poor provisioning performance impairs or prevents the delivery of xDSL service to a CLEC end user customer;
- (7) impose inappropriate spectrum management terms and conditions on CLECs;
- (8) deliberately fail to perform the necessary MLT or cooperative testing (for which CLECs pay) to ensure the delivery of a good loop;
- (9) fail to take the steps necessary to prevent its technicians from behaving in an anti-competitive manner;
- (10) fail and refuse to provide CLECs with accurate and reliable loop makeup information;
- (11) refuses to redesignate interoffice facilities where distribution facilities are at exhaust; and
- (12) provide inadequate address validation procedures.

Additionally, with respect to its line splitting offerings, Qwest refuses to comply with its obligations under controlling law to provide line splitting over all its loop-based products, to provide unbundled access to outboard splitters, or to permit line splitting or "loop splitting" over fiber.

Qwest's SGAT, and the positions it took in the workshops, belie Qwest's supposed "pro-competitive" commitments. The timely and adequate provisioning of loops and line splitting both within and outside Qwest's territory is one of the most important issues facing the competitive, emerging services industry. If this Commission accepts Qwest's proposals at face-value, entire neighborhoods throughout Arizona will be deprived of meaningful choices among DSL providers.

Despite the fact that the Federal Communications Commission (the "FCC") ordered incumbent LECs to provide unbundled access to CLECs to loops and line splitting, Qwest continues to impede the deployment of Covad's business by making it difficult, if not impossible, to obtain loops in sufficient quantities and quality to satisfy Covad's reasonable and reasonably foreseeable demand, or for Covad to partner with any type of voice CLEC to provide line split voice and data services to end users. It is important that this Commission (and other state commissions in Qwest's territory) nip this competitive disparity in the bud. Until Qwest resolves these deficiencies, this Commission should not approve Qwest's § 271 application.

II. ARGUMENT

A necessary prerequisite to the approval of Qwest's application to provide inter-LATA long distance service is proof that Qwest has "fully implemented" the § 271 competitive checklist, thereby presumptively opening its local telecommunications markets to competition.¹ Qwest thus must provide "actual evidence demonstrating its present compliance with the statutory conditions for entry,"² which requires, among other things, that Qwest provide nondiscriminatory access to unbundled network elements,³ such as unbundled loops and line splitting.

This Commission is charged with the critical function of determining to a reasonable degree of certainty that Arizona's local markets are open to competition.⁴ Because the FCC relies heavily upon the State's rigorous factual investigation, review and analysis of Qwest's compliance, or not, with a particular checklist item, this Commission's review of the record before it may not be undertaken lightly. To the contrary, before approving Qwest's request for § 271 relief, this Commission must ensure that Qwest has provided sufficient evidence to prove, by a preponderance of the evidence, that it has fully implemented⁵ Checklist Item 4. In this regard, the most probative evidence of checklist item satisfaction, or not, is evidence of Qwest's commercial performance in provisioning loops and line splitting, as well as performance

¹ *In the Matter of the Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order*, CC Docket Nos. 96-978 & 95-185 (Rel. Aug. 8, 1996), ¶ 3 ("First Report and Order").

² *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 Op. and Order, CC Docket No. 99-295, FCC 99-404 (Rel. Dec. 22, 1999), ¶ 37 ("Bell Atlantic 271 Order").

³ 47 U.S.C. § 271(a)(2)(B)(ii).

⁴ 47 U.S.C. § 271(d)(2)(B).

⁵ *Bell Atlantic 271 Order*, ¶ 44.

measures providing evidence of quality and timeliness of the performance under consideration.

The ultimate burden of proof on any and all checklist items lies with Qwest, even if “no party files comments challenging compliance with a particular requirement.”⁶ Because, as set forth more fully below, Qwest has failed to prove that it has satisfied Checklist Item 4, this Commission may not approve Qwest’s § 271 application at this time.

A. UNBUNDLED LOOPS

Qwest must provide to CLECs, including Covad, “[l]ocal loop transmission from the central office to the customer’s premises, unbundled from local switching or other services.”⁷ The FCC has defined the loop as “a transmission facility between a distribution frame, or its equivalent, in an incumbent LEC central office, and the network interface device at the customer premises.”⁸ Subsumed within the definition of a “loop” are “two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide service such as ISDN, ADSL, HDSL, and DS1-level signals.”⁹ To satisfy its obligation under § 271, therefore, Qwest must prove not only that it has a concrete and specific legal obligation to furnish x-DSL capable loops, but also that it is providing these loops to competitors consistent with their demand and at an acceptable level of quality.¹⁰ Coupled with these obligations is the further

⁶ Id., ¶ 47.

⁷ 47 U.S.C. § 271(c)(2)(B)(iv).

⁸ *Bell Atlantic 271 Order*, ¶ 268; *Local Competition Order*, 11 FCC Rcd at 15691.

⁹ *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.

¹⁰ *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 No. 98-121, FCC 98-271, released October 13, 1998, ¶ 54 (“*BellSouth Second Louisiana Order*”).

requirement that Qwest condition the existing loop facilities to permit CLECs such as Covad to provide services not currently provided and/or not capable of being provided over a particular loop facility.¹¹

The central thrust of Qwest's claim that it has satisfied its obligations under § 271 is the evidence it proffered regarding the volume of loops provided to CLECs in Arizona. Significantly, however, Qwest fails to provide any context that would permit this Commission to evaluate intelligently that claim. Indeed, Qwest provides no information regarding whether the volume of loops provisioned for CLECs is significant in comparison to the total volume of unbundled loops in Arizona, or how many loops were requested to be provisioned but which Qwest either could not or would not provision.

Qwest's failure to provide this information is patently problematic when set against the compelling evidence provided by Covad during the course of the workshops on Checklist Item 4. As Covad pointed out in its Initial Comments¹², in 2000 alone, ***COVAD CONFIDENTIAL *** of all Covad's Arizona orders were placed in held status and, of those held orders, ***COVAD CONFIDENTIAL *** were cancelled. Equally problematic is the fact that for Covad's cancelled orders, ***COVAD CONFIDENTIAL*** were cancelled for facility reasons and ***COVAD CONFIDENTIAL*** of those cancelled had been held for more than thirty days.

Because the key inquiry to Checklist Item 4 compliance is the quality of loop provisioning, rather than the quantity,¹³ this evidence, standing alone, demonstrates that

¹¹ *Bell Atlantic 271 Order*, ¶ 271.

¹² Initial Comments of Covad Communications Company on Loops and Line Splitting ("Initial Comments"), p. 6 and Attach. 3.

¹³ *In the Matter of Application by SBC Communications Inc., Southwestern Bell Telephone Company, And Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long distance Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas*, Mem. Op. And Order, CC Docket NO. 00-65, FCC 00-238, ¶ 247 (2000) ("*SBC Texas 271 Order*").

Qwest has failed to satisfy Checklist Item 4. Qwest's application for § 271 relief thus cannot be granted at this time.

1. Qwest Must Provision Fiber and OCN Loops at Standard Rates and Intervals. (AIL Loop 2(b); SGAT §§ 9.2.2.3.1, 9.2.4.6 and Exhibit C).

Covad concurs in AT&T's Post-Workshop Brief on Loops, Line Splitting, and NID on this issue.

2. Qwest's Intervals for Provisioning Loops and Providing Repair Services Are Inappropriately and Improperly Elongated. (AIL Loop 2(c); SGAT, Exhibit C).

Covad concurs in the arguments and conclusions regarding the appropriate intervals for Exhibit C, Sections 1(b), (d) and (h), as set forth in AT&T's Post-Workshop Brief on Loops, Line Splitting, and NID.

With regard to the interval for conditioned loops, *see* Exhibit C, Section 1(g), Qwest's current interval of fifteen days is inappropriately and improperly elongated when examined against the information provided by Qwest to Covad during the course of the emerging services workshop. More specifically, conditioning is not a foreign or new concept to Qwest. In fact, Qwest has been conditioning loops for its own services for years. Indeed, in most cases, conditioning – or the removal of a bridged tap or load coil - is a fairly simple process, requiring only that: (1) the requested cable pair be located in the facility database; (2) the location of the load points be identified; (3) this information be placed on a work request; and (4) the work be performed.

It is self-evident that the first three tasks are primarily clerical in nature. It is only the fourth task, which a layman typically can perform in approximately an hour, which

requires any significant time or effort on the part of Qwest. From a practical standpoint, therefore, a ten day interval for conditioned loops is eminently feasible.

The only impediment to a ten day interval for the provisioning of conditioned loops are constraints imposed by Qwest on itself in the form of insufficient staffing or inefficient allocation of work. These types of self-imposed constraints, however, should not be determinative of the interval for conditioned loops. Because the indisputable facts demonstrate that a shorter interval is practically and realistically feasible, Qwest should be ordered to adhere to that interval.

3. Qwest Fails to Provide Meaningful FOCs or to Deliver Loops on Time. (AIL Loop 5, 21 & 22).

Qwest regularly fails to provision loops (1) on the first firm order commitment ("FOC") date or (2) on time. The severity of this problem may not be underestimated; as Covad pointed out in its Initial Comments, Qwest failed to meet the first FOC date an unacceptably large percentage of the time, and to timely provision a loop an equally unacceptably large percentage of the time.¹⁴

After months of complaints, Qwest finally responded, offering to implement a two month FOC trial in the State of Colorado which was intended and designed to improve Qwest's poor FOC performance. It did not. In fact, Qwest's FOC and on time loop delivery performance remained exceptionally poor.¹⁵ Qwest provided a FOC within the 72 hour time period a meager ***COVAD CONFIDENTIAL*** of the time. Even more egregiously, Qwest delivered loops within the intervals to which Qwest committed barely ***COVAD CONFIDENTIAL*** of the time. Stated conversely, Qwest failed to

¹⁴ See Initial Comments, pp. 2-4 and Attach. 1.

¹⁵ Covad's data showing its results for the Colorado FOC trial is attached hereto as Exhibit 1 (Confidential).

deliver loops by the time to which it had committed almost ***COVAD CONFIDENTIAL*** of the time.¹⁶

By failing and refusing to provide Covad with a FOC that contains some measure of credibility and reliability, or to deliver a loop on time, Qwest gives to itself a sustainable and measurable competitive advantage while simultaneously rendering Covad unable to provide its end user with any guarantee as to the time by which DSL service will be provided.

“[A] determination of whether the statutory standard is met is ultimately a judgment ... based on ... promoting competition in local markets and in telecommunications regulation generally.”¹⁷ Qwest thus must show, by a preponderance of the evidence,¹⁸ that its FOC and loop delivery performance permits Covad a meaningful opportunity to compete.¹⁹ Even the most cursory review of Qwest’s actual commercial performance during the course of FOC trial, in which Qwest was given every opportunity to succeed, shows that its FOC and loop provisioning performance is demonstrably and indisputably poor, and neither promotes competition in its local Arizona markets nor permits Covad a meaningful opportunity to compete.

The parties to this proceeding have agreed that this issue will be resolved identical to the resolution of this issue by the Colorado Public Utilities Commission, and will import that result into Arizona.

4. Access to Loops Served Using IDLC Technology. (AIL Loop 4(b); SGAT § 9.2.2.2).

¹⁶ See Exhibit 1.

¹⁷ *Bell Atlantic 271 Order*, ¶ 46.

¹⁸ *Id.*, ¶ 48.

¹⁹ *Bell Atlantic 271 Order*, ¶ 279.

Covad concurs in AT&T's Post-Workshop Brief on Loops, Line Splitting, and NID on this issue.

5. Qwest's New Build and Held Order Policies (AIL Loop 6; SGAT §§ 9.2.4.3.1.2.4; 9.23.1.4; 9.23.1.5; 9.23.1.6; and 9.23.3.7.2.12.8).

- a. Qwest Is Under an Obligation to Build Facilities for CLECs Under the Same Terms and Conditions Under Which It Builds Network Elements for Itself, Its End User Customers, Its Affiliates or Other Parties.**

Covad concurs in AT&T's Post-Workshop Brief on Loops, Line Splitting, and NID on this issue.

- b. Qwest's Disclosure Obligation Regarding Funded Build Projects.**

Although Covad accepts Qwest's proposal regarding the provision of notice of Qwest's future funded build plans (\$100,000 or greater), *see* SGAT § 9.1.2.1.4, it does not alleviate Covad's concerns regarding Qwest's new build and held order policies. First, Covad remains concerned that Qwest will provide to itself, its affiliates, its retail customers or other parties preferential treatment when deciding, currently and in the future, when, where, why and what facilities to build. Stated conversely, because Qwest controls the decision-making on all future build projects without input from, or consideration of CLECs request and forecasted/anticipated/trended demand, such notification may be irrelevant to alleviating the severe lack of facilities that exists for CLECs throughout the Qwest region since any and all future funded builds may be intended, designed and implemented to address only Qwest's (or its affiliates, end user customers or other parties) needs and demands.

Second, because Qwest refused to provide any information regarding additional equipment, such as remote DSLAMs or NGDLC or related functionalities, that may be

deployed in connection with any and all future network builds, there is no way for Covad to determine whether it can capitalize on the advance notice provided since such equipment will effectively preclude Covad from using that new facility.

Finally, Qwest explicitly conditioned its offer on its ability to design and implement the software and associated changes necessary to permit such notification. Unless and until Qwest proves that it is consistently and timely providing notice of its future funded build jobs, Covad reserves the right to reopen this issue in order to examine and evaluate the reasons for, and impact of, Qwest's failure to keep its promise.

6. Qwest Must Refund Conditioning Charges for Loops Less Than 18 kfeet For Which Conditioning is Required or Where Qwest's Poor Provisioning Performance Impairs or Prevents the Provision of xDSL Service to a CLEC End User. (AIL Loop 8(b) and (c); SGAT §§ 9.2.2.4; 9.2.2.4.1; 9.21.2.1.5; 9.21.3.2.2; 9.24.2.1.4.1).

Covad concurs in WCOM's Brief on Loops, Line Splitting and NID Impasse Issues on AIL Loop 8(b). Covad concurs in AT&T's Post-Workshop Brief on Loops, Line Splitting, and NID on AIL Loop 8(c).

7. Spectrum Management (AIL Loop 9(a)-(c)).

Rhythms got it right on spectrum management and Qwest go it wrong. Therefore, Covad concurs in AT&T's Post-Workshop Brief on Loops, Line Splitting, and NID on this issue, which summarizes and is consistent with Rhythm's proposed spectrum management policy.

Additionally, Qwest's current spectrum management language is a thinly-veiled attempt by which Qwest seeks to inhibit Covad's ability to compete effectively with Qwest. More specifically, Qwest's currently proposed spectrum language is grounded in

T1.417, which relies on 26 gauge equivalent working length (“EWL”) which cannot be measured or effectively stored in Qwest’s records. Moreover, each speed of DSL service Covad offers corresponds to a different spectrum management (“SM”) class. In practical terms, therefore, if Covad were required to report SM class, then it would have to order a different loop for every service and update the loop each time a user changes speeds. Finally, T1.417 contains deployment guidelines for specific SDSL rates that are higher than the class to which that SDSL rate corresponds. For example, SDSL 384 has a deployment guideline of 13.5k 26 gauge EWL. However, SDSL 384 falls into SM class 2, which has a limit of 11.5k 26 gauge EWL. If Qwest were permitted to restrict Covad on the basis of the SM class for a particular speed of SDSL, then Covad loses 2k of EWL, thereby risking the loss of a customer that wants a higher speed of service.

To ensure that Qwest not use spectrum management to control or limit the ability or right of CLECs to provide services and to compete with Qwest, Qwest must be ordered to revise its spectrum management policy and to incorporate in its entirety Rhythm’s spectrum management proposal.

8. Qwest Deliberately Impedes Covad’s Ability to Provide xDSL Service to Its End Users By Failing and Refusing to Comply With Its Agreement to Perform Cooperative Testing. (AIL Loop 10(e)).

Historically and currently, Qwest regularly fails and refuses to deliver loops to Covad that are capable of supporting xDSL services. As a consequence, all orders submitted by Covad request the basic installation with cooperative testing option so that, at the time of provisioning, any problems in loop quality can be detected, identified and resolved.²⁰

²⁰ Initial Comments, pp. 7-8.

Despite its recognition of its seeming inability to provide adequate new service quality and the need for cooperative testing, Qwest fails to perform acceptance testing on approximately ***COVAD CONFIDENTIAL*** of the loops delivered to Covad.²¹ Compounding the numerous problems created by Qwest's deliberate failure to conduct cooperative testing are the facts that (1) Qwest bills Covad for cooperative testing on every order it submits, even where testing was not performed, and (2) Qwest, until very recently, did not bother to track whether it did or, more likely, did not, perform cooperative testing.²²

Qwest attempted to resolve this issue by offering a "back end" solution; namely, that it will waive the nonrecurring charge for the basic installation with cooperative testing option for those orders on which no cooperative testing was performed due to Qwest's fault. *See* SGAT § 9.2.2.9.5.3. Although this may resolve some of the financial repercussions associated with Qwest's failure to abide by its agreement (*i.e.*, Covad paying for something Qwest failed to provide), it simply does not resolve the core issue giving rise to Covad's complaint and underlying its inability to compete with Qwest – the failure to deliver a good loop. The obvious consequences flowing from Qwest's failure to perform cooperative testing are the additional costs imposed on Covad when it must open a trouble ticket to resolve a "trouble" that, in reality, was a Qwest deficiency in the provisioning process, and the highly foreseeable risk that Covad likely will lose the end user customer who attributes the inability to provide DSL service to Covad, not Qwest.²³

As Covad described during the course of the Checklist Item 4 workshops, Covad has provided Qwest with a dedicated toll-free number to facilitate the performance of

²¹ Initial Comments, Attach. 4.

²² AZ Trans, 5/16/01, pp. 1574-75.

cooperative testing. Once the outside technician purportedly delivers the loop to Covad, the technician is obligated to call the dedicated number. If no Covad employee picks up the call immediately, the technician is obligated, pursuant to the precise terms of the agreement between Covad and Qwest relating to cooperative testing, to remain on hold for no more than ten (10) minutes. If, at the conclusion of ten (10) minutes, the call is still not picked up, the technician is then free to terminate the call, deem the circuit accepted, and post the completion report.²⁴

Despite the apparent simplicity and ease of this process, Qwest's technicians rarely, if ever, comply with it. Rather, as Covad described at the workshops, Covad's ACD logs, which track the number of incoming calls, the length of the hold for each incoming call, and the average length of the hold for all calls, show that no Qwest technician ever remained on hold for the entire ten minute period, but instead often hung up immediately or remained on hold an average of three minutes.²⁵

Significantly, Qwest never disputed this information. Instead, Qwest countered with the contention that Covad instructed Qwest to call a different number when no one immediately picked up the call on the dedicated toll-free line.²⁶ This "alternative call requirement," however, was "imposed" by Qwest's own technicians on themselves in an effort to circumvent the process and avoid any perceived inconvenience to themselves. As such, the alternative call requirement is outside the bounds of the agreement between Qwest and Covad and was initiated by Qwest, not Covad.²⁷

²³ See Initial Comments, pp. 7-8.

²⁴ AZ Trans, 5/17/01, pp. 1743-45 and 1911-13.

²⁵ Id.

²⁶ Id. at 1745.

²⁷ Id. at 1912.

Qwest's failure and refusal to adhere to the agreement to perform cooperative testing demonstrably and drastically impairs Covad's ability to compete effectively with Qwest for xDSL users. The FCC has made clear that Qwest must provide unbundled xDSL capable loops to Covad at a "level of quality . . . sufficiently high to permit [Covad] to compete meaningfully."²⁸ Stated more pragmatically, "[f]or effective competition to develop as envisioned by Congress, competitors must have access to incumbent LEC facilities in a manner that allows them to provide the services they seek to offer."²⁹

Here, not only does Qwest fail to provide loops of sufficient quality, but also it then fails to take the contractually required steps necessary to correct the initial deficiency, to permit Covad to provide the services it seeks to offer, and to give Covad the opportunity to compete in a meaningful manner with Qwest. Such failings clearly run counter to the FCC's "commit[ment] to removing barriers to competition so that competing providers are able to compete effectively with incumbent LECs and their affiliates in the provision of advanced services."³⁰ In light of this demonstrable and ongoing deficiency, the Commission cannot approve Qwest's application for § 271 relief at this time.

9. Qwest Fails to Take the Steps Necessary to Prevent Its Technicians from Behaving in an Anti-Competitive Manner. (AIL Loop 11(d)).

In perhaps the most flagrant example of Qwest's recalcitrance in opening up its local markets to competition is its apparent inability to eliminate anti-competitive and

²⁸ *Bell Atlantic 271 Order*, ¶ 335.

²⁹ *UNE Remand Order*, ¶ 13.

³⁰ *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, First Report and Order, CC Docket No. 98-147, FCC 99-48 (Mar. 1999), ¶ 3 ("*Advanced Services Order*").

discriminatory behavior on the part of its technicians. Covad has provided Qwest, both at an account team level and through these proceedings, with information regarding improper technician behavior throughout its territory and in Arizona specifically. This type of improper technician behavior both damages Covad's relationship with its customers as well as impedes its ability to compete with Qwest. Yet, Qwest has failed to take the steps necessary to ensure that this type of improper conduct ceases.

Qwest's response to this issue has focused solely on its paper policies and the claim that such policies constitute effective deterrents to the ongoing improper conduct of its technicians.³¹ More specifically, the heart of Qwest claim that its technicians are trained in and required to behave appropriately is grounded in its Code of Conduct (the "COC"). Relevant to the issues raised by Covad, Qwest's COC³² contains a section on "asset protection", in which its employees are instructed generally to comply with "complex[]" "antitrust and unfair competition laws," and to "focus on the quality and value of [Qwest's] product and services" rather than "disparaging" those of its competitors.³³

As an initial matter, the COC and its provisions relating to treatment of CLECs have been in place the entire course of Covad's contractual and business relationship with Qwest. And it is during that same time period that each and every instance of inappropriate and improper technician conduct reported by Covad to Qwest has occurred. Consequently, the COC and associated "reminder" documents have already proven to be ineffective to deter and eliminate the anti-competitive conduct of Qwest's employees.

³¹ See 5 Qwest 46 – 5 Qwest 49 attached hereto as Exhibit 2-5.

³² AZ Trans., 5/16/01, p. 1599; see 5 Qwest 48.

³³ See 5 Qwest 48, attached hereto as Exhibit 4. Additionally, all other documentary evidence provided by Qwest regarding the training of its employees does not add anything to the COC, but rather merely reminds

Even assuming erroneously that the COC was recently implemented, the COC and conveniently timed “reminders” are woefully deficient, on their faces, to effectively deter and terminate the conduct of which Covad complains. It is beyond dispute that the average layperson has minimal, if any, understanding of the purpose, structure and applicability of generically described anti-trust and unfair competition laws. Nor would the average layperson perceive “asset protection” to include refraining from making negative comments about competitors or ensuring non-discriminatory treatment of competitors. It thus is clear that the manner by which Qwest in the COC identifies its obligations under the Act is designed neither to inform its employees of the scope and nature of those obligations, nor to ensure compliance with those obligations.

More problematic, even where Qwest incorporates information in its COC that would substantively address the improper conduct of its technicians, such language is accompanied by conflicting or confusing verbiage that permits ongoing improper technician conduct. For example, even as Qwest instructs its competitors not to “disparage” CLECs, Qwest encourages its technicians to promote its own services when acting as a point of contact between the CLEC and the CLEC’s end user customer. Such encouragement necessarily translates into incidents, such as one which was reported by Covad to Qwest, where the Qwest technician informed Covad’s end user customer that if he went with Qwest he would have Megabit service within seven days whereas he would have to wait “forever” if he went with Covad.³⁴

Qwest employees that they must review and acknowledge the COC. See 5 Qwest 46 and 47, attached hereto as Exhibit 2-3. .

³⁴ This incident is described on the Qwest incident form that was provided by Covad to Qwest in response to formal and informal discovery requests in Arizona, Colorado and Washington.

Similarly, Qwest informs its employees that they must provide non-discriminatory service to CLEC. Qwest then apparently limits that requirement to a purported prohibition on improperly using CLECs' proprietary network information. By limiting the non-discrimination directive to misappropriation of proprietary information, Qwest tacitly permits incidents, such as one that occurred in Phoenix, Arizona, in which a Qwest technician stole Covad's copper pairs for use by a Qwest customer.³⁵

The fact that Qwest has a policy in place to investigate COC violations generally, either at its own initiative or in response to CLEC complaint, does not alter the conclusion that Qwest has failed to implement the policies and procedures necessary to deter anti-competitive conduct on the part of its technicians. More specifically, Qwest was unable to provide any evidence suggesting that it had investigated a single COC violation in Arizona that pertained to the disparagement or discriminatory treatment of CLECs.³⁶ Further, by placing sole responsibility for investigation into a particular incident with the individual's manager,³⁷ without providing that manager with (1) any meaningful guidelines regarding Qwest's obligations under the Act; (2) a specific process for investigation; and (3) guidelines regarding appropriate discipline, there is no guarantee that any substantive, effective or meaningful investigation will occur.

Qwest should be obligated – consistent with its § 271 obligation to provide competitors with a meaningful opportunity to compete – to provide a verified assurance, from the appropriate personnel, that corrective action has been taken for every incident reported by Covad to Qwest. Further, § 271 requires an assurance from Qwest, in the form of properly authenticated documentation, that it has in place both policies

³⁵ Id.

³⁶ AZ Trans., 5/16/01, pp. 1597-1600; see 5 Qwest 50, attached hereto as Exhibit 6 (Confidential)

prohibiting this type of anti-competitive conduct and a mandatory disciplinary structure to deter anti-competitive conduct in the future. Unless and until Qwest commits to adhering to these requirements, its § 271 application should not be approved.

10. Qwest's Raw Loop Data Tool Is Replete With Inaccuracies That Impede CLECs' Ability to Compete Meaningfully With Qwest. (AIL Loop-21).

Covad and other CLECs repeatedly have raised their concerns about Qwest's Raw Loop Data Tool, complaining about omissions of key information as well as inaccuracies that suggest an order can be placed and closed successfully, but it cannot (a false positive), or that an order cannot be closed successfully when, in fact, it can (a false negative). During the course of the Colorado FOC trial, Covad undertook a contemporaneous analysis of the accuracy of the Raw Loop Data Tool and determined that it was replete with inaccuracies that preclude CLECs from making an informed business judgment as to which orders to pursue. Covad has provided this evidence to Qwest in connection with the Colorado 271 proceedings and will submit resolution of this issue to the Colorado Public Utilities Commission. AIL Loop 21 will be resolved consistent with the findings of the Colorado Public Utilities Commission on the COIL loop issue relating to the Raw Loop Data Tool.

11. Qwest Must Allow CLECs to Perform or Request Pre-Order MLT (AIL Loop 24).

Covad concurs in AT&T's Post-Workshop Brief on Loops, Line Splitting, and NID on AIL Loop 24.

³⁷ See 5 Qwest 57, attached hereto as Exhibit 7.

12. Qwest Should Redesignate Interoffice Facilities Where Loop Facilities Are at Exhaust. (AIL Loop 25).

Covad concurs in AT&T's Post-Workshop Brief on Loops, Line Splitting, and NID on AIL Loop 25.

13. Qwest Is Not Making Address Validation Adequately Available. (AIL Loop 26).

Covad concurs in AT&T's Post-Workshop Brief on Loops, Line Splitting, and NID on AIL Loop 26.

14. Qwest Improperly Prohibits Covad from Pre-Qualifying and Placing Orders to Provision xDSL Service for a New Qwest Voice End User Customer Until that Customer Receives the First Month's Voice Bill from Qwest. (AIL Loop 28).

In late April/early May, Qwest informed Covad that it could not pre-qualify or place an order for the provision of xDSL service to a new Qwest voice customer until that customer received the first month's voice bill. This prohibition plainly grants to Qwest a sustainable competitive advantage over Covad because it gives Qwest up to a thirty day window in which to lock in that potential xDSL customer without any other CLEC being able to compete for that same customer. During the workshops on Checklist Item 4, Qwest conceded that the problem exists, that it flows from a flaw within its own systems, and that it will be investigated, reviewed and corrected during the TAG OSS testing. Accordingly, Covad agrees to defer this issue to the TAG OSS test. If, however, Covad continues to experience this problem for either UNE loops or line shared loops during or after the conclusion of the OSS testing, Covad reserves the right to reopen this issue.

B. Line Splitting

1. **Qwest Must Provide Line Splitting Over All Its Loop-Based Products and May Not Limit Its Obligations Under the *Line Sharing Order* and the *Line Sharing Reconsideration Order* to a Mandatory Offering of UNE-P Line Splitting and a “Voluntary” Offering of “Loop Splitting”. (AIL LS-1(a); SGAT §§ 9.21, *et seq.* and 9.24, *et seq.*).**

Covad concurs in AT&T’s Post-Workshop Brief on Loops, Line Splitting, and NID on AIL LS-1(a).

2. **Either CLEC or DLEC Should Be Entitled To Control the Line Splitting and “Loop Splitting” Processes. (AIL LS-1(c); SGAT §§ 9.21.1; 9.21.2 (including subparts); 9.21.3.3.2; 9.21.4 (including subparts); 9.24.1; 9.24.2 (including subparts); 9.24.3.3.2; 9.24.4 (including subparts)).**

Covad accepts the language Qwest proposed during the workshops on Checklist Item 4 which permits either the CLEC or the DLEC to initiate and control the pre-ordering, ordering, provisioning, billing and maintenance and repair aspects of the line splitting and “loop splitting” processes.

3. **Qwest Must Provide Access to Outboard Splitters on a Line-at-a-Time or Shelf-at-a-Time Basis. (AIL LS-4).**

Covad concurs in AT&T’s Post-Workshop Brief on Loops, Line Splitting, and NID on AIL LS-4.

4. **“Loop Splitting” Should Not Be Limited to Existing Unbundled Loops. (AIL LS-18; SGAT § 9.24.1).**

Covad accepts that language contained in SGAT § 9.24.1.1 which provides that Qwest will amend its SGAT to eliminate the restriction of “loop splitting” to existing unbundled loops in the event that “a process is developed for loop splitting over a new loop.”

5. Qwest Is Obligated to Provide Line Splitting Over Both Copper and Fiber Loops. (AIL LS-19; SGAT §§ 9.21.1 and 9.24.1).

Covad acknowledges that the rationale underlying the Commission's resolution of the issue as to whether Qwest must permit line sharing over both fiber and copper loops will apply equally to the issue of whether Qwest is required to permit line splitting or "loop splitting" over both fiber and copper loops. The parties have agreed, therefore, that AIL LS-19 will be resolved consistent with the Commission's decision of this issue in the line sharing context.

III. CONCLUSION

The loops and line splitting provisions contained in the SGAT are insufficient to spur competitive entry into Arizona. Indeed, under Qwest's SGAT and in light of its current commercial practice, it is only a matter of time before Qwest eliminates all meaningful competition in the xDSL market. Without competitive entry, Arizona citizens will be denied the key benefits of competitive choice—higher quality of service and lower prices.

The Commission should not put all of its telecommunications eggs into the Qwest basket. Covad has proposed provisions and options that would, in Covad's opinion, provide Arizona citizens a competitive option. Covad respectfully urges the Commission to take the appropriate and necessary steps in this proceeding to provide Arizona citizens that option.

Covad also encourages this Commission to withhold § 271 approval until Qwest corrects the serious and on-going performance problems identified by Covad. Until such

problems are completely and finally corrected, significant barriers to market entry by CLECs will continue to exist.

Dated this ___ day of June, 2001.

Respectfully submitted,

COVAD COMMUNICATIONS COMPANY

By: K. Megan Doberneck by *MLL*
K. Megan Doberneck
Senior Counsel
7901 Lowry Boulevard
Denver, CO 82030
720-208-3636
720-208-3256 (facsimile)
e-mail: mdoberne@covad.com

CERTIFICATE OF SERVICE

I, Nancy Mirabella, hereby certify that an original and ten (10) copies of the Covad Communications Company's NON CONFIDENTIAL Brief on Loops and Line Splitting Impasse Issues in Docket No. T-00000A-97-0238, were sent for filing via overnight delivery on this 18th day of June, 2001, to the following:

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

and a true and correct copy of Covad's CONFIDENTIAL Brief on Loops and Line Splitting Impasse Issues was served via overnight delivery this 18th day of June, 2001, on the following:

Jerry Rudibaugh
Hearing Officer
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Maureen Scott
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Matt Rowell
Utilities Division
1200 West Washington Street
Phoenix, AZ 85007

Phil Doherty
545 South Prospect Street, Suite 22
Burlington, VT 05401

W. Hagood Bellinger
5312 Trowbridge Drive
Dunwoody, GA 30338

Charles Stees
Andrew Crain
Qwest Corporation
1801 California Street, Suite 5100
Denver, CO 80202

and a true and correct copy of Covad's NON CONFIDENTIAL Brief on Loops and Line Splitting Impasse Issues was sent via United States Mail, postage prepaid, on this 18th day of June, 2001, to the following:

| | | |
|--|--|---|
| Todd C. Wiley Esq. GALLAGHER AND KENNEDY 2575 East Camelback Road Phoenix, Arizona 85016-9225 | Michael M. Grant Gallagher & Kennedy 2575 E. Camelback Road Phoenix, Arizona 85016-9225 | Timothy Berg FENNEMORE CRAIG 3003 N. Central Ave., Suite 2600 Phoenix, Arizona 85016 |
|--|--|---|

| | | |
|--|---|--|
| Mark Dioguardi TIFFANY AND BOSCO PA 500 Dial Tower 1850 N. Central Avenue | Nigel Bates ELECTRIC LIGHTWAVE, INC. 4400 NE 77 th Avenue Vancouver, Washington 98662 | Thomas L. Mumaw Jeffrey W. Crockett SNELL & WILMER One Arizona Center |
|--|---|--|

| | | |
|--|--|--|
| Phoenix, Arizona 85004 | | Phoenix, Arizona 85004-0001 |
| Darren S. Weingard and Stephen H. Kukta SPRINT COMMUNICATIONS CO L.P. 1850 Gateway Dr., 7 th Floor San Mateo, CA 94404-2467 | Thomas H. Campbell LEWIS & ROCA 40 N. Central Avenue Phoenix, Arizona 85007 | Andrew O. Isar TRI 4312 92 nd Avenue, N.W. Gig Harbor, Washington 98335 |
| Michael W. Patten Roshka Heyman & Dewulf 400 N. 5th St., Ste. 1000 Phoenix, AZ 85004 | Richard M. Rindler Morton J. Posner SWIDER & BERLIN 3000 K Street, N.W. Suite 300 Washington, DC 20007 | Charles Kallenbach AMERICAN COMMUNICATIONS SERVICES I 131 National Business Parkway Annapolis Junction, MD 20701 |
| Thomas F. Dixon MCI TELECOMMUNICATIONS CORP 707 17th Street, #3900 Denver, Colorado 80202 | Jon Loehman, Managing Director SBC Telecom, Inc. 5800 Northwest Parkway Suite 135, Room 1.S.40 San Antonio, TX 78249 | Richard S. Wolters AT&T & TCG 1875 Lawrence Street, Room 1575 Denver, Colorado 80202 |
| Joyce Hundley UNITED STATES DEPARTMENT OF JUSTICE Antitrust Division 1401 H Street NW, Suite 8000 Washington, DC 20530 | Joan Burke OSBORN MALEDON 2929 N. Central Avenue, 21st Floor P.O. Box 36379 Phoenix, Arizona 85067-6379 | Scott S. Wakefield, Chief Counsel RUCO 2828 N. Central Avenue, Suite 1200 Phoenix, Arizona 85004 |
| Mark J. Trierweiler Vice President Government Affairs AT&T 111 West Monroe St., Suite 1201 Phoenix, Arizona 85004 | Daniel Waggoner DAVIS WRIGHT TREMAINE 2600 Century Square 1501 Fourth Avenue Seattle, WA 98101-1688 | Alaine Miller NEXTLINK Communications, Inc. 500 108 th Avenue NE, Suite 2200 Bellevue, WA 98004 |

| | | |
|--|---|---|
| Douglas Hsiao RHYTHM LINKS, INC. 6933 S. Revere Parkway Englewood, CO 80112 | Raymond S. Heyman Randall H. Warner ROSHKA HEYMAN & DeWULF Two Arizona Center 400 N. Fifth Street, Suite 1000 Phoenix, Arizona 85004 | Diane Bacon, Legislative Director COMMUNICATIONS WORKERS OF AMERICA 5818 North 7 th Street, Suite 206 Phoenix, Arizona 85014-5811 |
| Gena Doyscher GLOBAL CROSSING LOCAL SERVICES, INC. 1221 Nicollet Mall Minneapolis, MN 55403-2420 | Karen L. Clauson ESCHELON TELECOM, INC. 730 Second Avenue South, Suite 1200 Minneapolis, MN 55402 | Mark P. Trnichero Davis, Wright Tremaine 1300 SW Fifth Avenue, Suite 2300 Portland, OR 97201 |
| Robert S. Tanner Davis, Wright Tremaine 17203 N. 42 nd Street Phoenix, AZ 85032 | Bradley Carroll, Esq. COX ARIZONA TELCOM, L.L.C. 1550 W. Deer Valley Rd. Phoenix, AZ 85027 | Mark N. Rogers EXCELL AGENT SERVICES, L.L.C. 2175 W. 14 th Street Tempe, AZ 85281 |

| | | |
|--|--|---|
| Janet Livengood Regional Vice President Z-Tel Communications, Inc. 601 S. Harbour Island Blvd. Tampa, FL 33602 | Jonathan E. Canis Michael B. Hazzard Kelly Drye & Warren L.L.P. 1200 19 th Street, NW, 5 TH Floor Washington, D.C. 20036 | Andrea P. Harris Senior Manager, Regulatory Allegiance Telecom, Inc of Colorado 2101 Webster, Suite 1580 Oakland, CA 94612 |
| 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 | Maureen Arnold Qwest Communications, Inc. 3033 N. Third Street, Room 1010 Phoenix, Arizona 85012 |

and a true and correct copy of the NON CONFIDENTIAL version of the foregoing document will be served electronically on June 19, 2001, to each person on the email distribution list for this docket provided by Staff of the Arizona Corporation Commission.



Nancy Mirabella

EXHIBIT 1

(CONFIDENTIAL)

EXHIBIT 2

Colorado Public Utility Commission
Docket No. 971-1981
Qwest Corporation JML-12
Exhibits of Jean M. Liston
Page 1 of 1, April 2, 2001

January 2, 2001

To All Qwest Employees:

Conducting Business with the highest ethical standards and integrity is an essential part of the Qwest character. A copy of the Qwest Code of Conduct is enclosed to help you meet these objectives. The Code and corporate policies are also available at <http://denrwsj014.qwest.net:1980/departments/compliance/index.html>. The standards of conduct contained in the Code and policies have my fullest support and that of the Qwest Board of Directors.

Once you have reviewed the Code you will be required to complete an acknowledgment statement that will be available online in the second quarter 2001. You will also be required to view a compliance training video that will be available in the second quarter 2001. If you do not review the Code, and acknowledge having done so, you and your immediate supervisor will be ineligible for the second quarter 2001 bonus.

Reminders to complete the Code acknowledgment statement will be sent in the second quarter 2001. Additional communications on the training video will be released later in the year. In the interim, call Corporate Compliance at 800-333-8938 with any questions regarding the Code, the acknowledgment statement or other concerns.

Best Regards,

Joseph P. Nacchio
Chairman & Chief Executive Officer

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EXHIBIT 3

Colorado Public Utility Commission
Docket No. 97I-198T
Qwest Corporation JML-13
Exhibits of Jean M. Liston
Page 1 of 2, April 2, 2001

MEMORANDUM

TO: All Qwest Supervisors of Occupational Employees
FROM: Kimberly Strong
DATE: January 15, 2001
RE: Supervisor Instructions for Code of Conduct distribution to Occupational Employees

2001 Compliance Training for Occupational Employees

As part of the 2001 compliance training, supervisors will distribute individual copies of the Qwest Code of Conduct to their occupational employees. Copies of the Code of Conduct are enclosed for distribution. A code of conduct receipt is attached for your personal use to record your code distribution. Additional copies of the Code can be printed from the Compliance department intranet site by clicking on the Code of Conduct Booklet icon from the Compliance home page. Please provide each of your occupational employees with a copy of the Code and sufficient work time to review it.

Topics to Emphasize when Distributing the Code

Upon request, you will be able to provide your employees with the full text of Qwest's Compliance policies and additional copies of the code by accessing and printing the documents from the Corporate Compliance department intranet site.

Upon distributing the Code to your occupational employees, in addition to any job specific compliance topics you may wish to address, you must communicate the following items to your occupational employees as part of the Code acknowledgment process:

- the full text of the Qwest Corporate Policies supporting the Code are available through you (their supervisor), Corporate Compliance 1-800-333-8938, or the Corporate Compliance Intranet home page
- the Safety Loss Prevention Program Manual, technical assistance and information on Industrial Hygiene, Ergonomics, Fire Protection and relevant medical or exposure records may be obtained by contacting Safety at 303-672-2925
- all employees are individually responsible for understanding and complying with the Code and policies and may contact you (their supervisor) or Corporate Compliance with questions,
- all employees are required to submit a conflict of interest questionnaire, where appropriate, for review to Corporate Compliance
- all employees are obligated to handle third-party proprietary information in a confidential manner consistent with any Qwest agreements or laws and any obligations to confidentiality owed to the third party whether obtained through a prior employment relationship or other means
- all employees must comply with the requirement to report concerns or suspected violations regarding the code or policies

5 Qwest 47

EXHIBIT 4

Our Relationships with Others

OUR CUSTOMERS

Qwest provides services that reach into the personal and professional lives of our customers. They have entrusted us with their account information and communications data. Maintaining the privacy of customer information and communications is a serious responsibility. Our ability to attract and retain customers hinges on the manner in which

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5 Dwest 98

we protect their information and communications. You must comply with the standards that have been developed for the care and safeguarding of customer information. Questions should be directed to FCC/Regulatory Compliance.

- **Accessing Customer Records** — Access customer accounts, records and reports only for authorized business purposes.
- **Customer Communications** — Customer communications (data and voice) are confidential. Never tamper with, record, listen to or divulge any customer communications, except when required in the proper management of the business or when required by law.
- **Customer Information** — We possess certain customer information that is subject to special protection under federal law/regulations (Telecommunications Act, Cable Act, FCC and Customer Proprietary Network Information requirements). Our customers may request that we restrict our use of the information. Also, customers have the right to direct us to provide information to other parties, including our competitors. We are obligated to comply with those requests to the extent required by law.
- **Sales and Marketing** — While we intend to aggressively market and sell our products and services, we must do so within the confines of the law. You must not engage in illegal or unethical activities to obtain business. You must accurately represent Qwest products and services.
- **Unlawful Use of Qwest Services** — If you suspect a customer is using Qwest services for unlawful purposes, you should report it immediately to Security.

OUR COMPETITORS

Compliance with antitrust and unfair competition laws is very important to us. Because of the complexity of these laws, you should seek advice from Legal Affairs if you have questions.

The following guidelines will help you avoid violations of antitrust and unfair competition laws:

- Do not directly or indirectly enter into agreements that might limit competition or restrain trade. This would include price fixing, bid rigging, allocating markets or customers and boycotting. Never discuss or even listen to discussions of this nature with competitors
- Do not make false, misleading or disparaging remarks about individuals, their organizations or their products and services. Instead, focus on the quality and value of our products and services.
- Customers who are also competitors (e.g., carriers and interconnectors) must not be disadvantaged in the levels of service we provide to them. For example, Qwest may not improperly use wholesale customers' customer proprietary network information.

Gather information about the marketplace and our competition using only lawful and ethical methods (e.g., publicly available information, industry gatherings, research, surveys and product analysis).

Never steal or unlawfully use information, material, products, intellectual property or proprietary and confidential information of others. Doing so could constitute unethical or even illegal industrial espionage.

Likewise, you must always take steps to protect our operations from espionage or sabotage. Any attempt by others to gather or secure competitive information owned by Qwest must be immediately reported to Security or Legal Affairs

KEEP IN MIND

Never use the following improper means to gather information about competitors

- *Criminal acts such as burglary, wiretapping, stealing and bribery*
- *Misrepresentation or deception*
- *Dumpster diving or searching a competitor's waste for valuable information*
- *Hiring or surveying employees for the purpose of obtaining proprietary information belonging to their former employer*

BT

EXHIBIT 5

| TITLE | Data | STATE | AZ | CO | IA | ID | IN | MT | ND | NE | NM | OR | SD | UT | WA | WY | Grand Total |
|-----------------------|-----------------|-------|------|------|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|------|-----|-------------|
| Central Ofc Technicia | Sum of TECHS | | 39 | 4 | 109 | | 219 | | 42 | 50 | 13 | | 45 | | 7 | | 609 |
| | Sum of Managers | | 2 | | 6 | | | | | 4 | 1 | | | | | | 20 |
| Cust Comm Tech | Sum of TECHS | | | 150 | 88 | | 119 | | | | | | | 12 | 766 | | 1137 |
| | Sum of Managers | | | 11 | 4 | | 11 | | | | | | | 4 | 62 | | 92 |
| Cust Data Tech | Sum of TECHS | | 325 | 221 | 81 | 17 | 145 | | 10 | 42 | | 138 | 10 | 84 | 312 | 7 | 1392 |
| | Sum of Managers | | 23 | 16 | | 1 | 9 | | 1 | | | 5 | 1 | | 25 | | 81 |
| LRAC | Sum of TECHS | | 435 | 98 | | | 2 | | | 66 | 82 | | | 80 | | | 761 |
| | Sum of Managers | | 44 | 11 | | | | | | | | | | 4 | | | 59 |
| MT Comb Tech | Sum of TECHS | | | | | | | 140 | | | | | | | | | 140 |
| | Sum of Managers | | | | | | | 12 | | | | | | | | | 12 |
| Network Technician | Sum of TECHS | | 979 | 931 | 315 | 170 | 849 | | 85 | 260 | 549 | 759 | 79 | 256 | 855 | 98 | 6185 |
| | Sum of Managers | | 60 | 72 | 18 | 12 | 63 | | 7 | 18 | 101 | 31 | 8 | 22 | 60 | 8 | 480 |
| CSS | Sum of TECHS | | 11 | | | | | | | | | 4 | | | | | 19 |
| | Sum of Managers | | | | | | | | | | | | | | | | |
| CCT | Sum of TECHS | | | | | | 81 | | | | | | | | | | 81 |
| | Sum of Managers | | | | | | 7 | | | | | | | | | | 7 |
| Total Sum of TECHS | | | 1789 | 1402 | 593 | 187 | 1415 | 140 | 137 | 418 | 644 | 901 | 134 | 432 | 2027 | 105 | 10324 |
| Total Sum of Managers | | | 129 | 110 | 28 | 13 | 90 | 12 | 8 | 22 | 102 | 36 | 9 | 30 | 154 | 8 | 751 |

Previous Report

| | | | | | | | | | | | | | | | |
|-----------------------|------|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|------|-----|------|
| Total Sum of TECHS | 1548 | 801 | 593 | 187 | 1415 | 140 | 137 | 418 | 644 | 901 | 134 | 432 | 1744 | 105 | 9199 |
| Total Sum of Managers | 114 | 60 | 28 | 13 | 90 | 12 | 8 | 22 | 102 | 36 | 9 | 30 | 134 | 8 | 666 |

% Complete assuming a target population of 12,000 = 92%

*92% of network employees
have rec'd training*

5 Cov 287 409

EXHIBIT 6

(CONFIDENTIAL)

EXHIBIT 7



TO: Emerging Markets Sales Executives
 Major Markets Sales Executives
 Wholesale Service Management

DATE: May 16, 2001

RE: Policy - CLEC customer complaints

CC: Ken Beck Sue Burson
 Peggy Bissing Toni Dubuque
 Deb Erickson Steve Gilstrap
 Cindy Humphrey Pam Jenkins
 Chris Rau Scott Schipper
 Patty Snider Chris Rau
 Brenda Waterhouse Bill Campbell
 Cindy Buckmaster Phyllis Sunin
 Joanne Beck

With our recent reorganization and job responsibility changes, Qwest would like to assure all sales executives and service managers are clearly aware of processes to employ if you should receive a complaint(s) from CLEC's regarding actions of Qwest employees.

When you receive this type of notice from our CLEC customer, please ask for the following detailed information:

- Qwest Employee Name
- Date & Time of occurrence
- Brief description of occurrence
- Order #, Circuit ID, etc. if appropriate
- Other factors of importance

Once you have documented this information, please refer this onto the individual's management team. Appropriate discipline will be the responsibility of the direct manager for the employee.

If you have any questions, regarding this policy, please contact your manager.

5 Qwest 57