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October 2, 2002

EX PARTE

Ms. Marlene Dortch
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

**Re: WC Docket No. 02-314 – Application of Qwest
Communications International Inc. for
Authorization to Provide In-Region, InterLATA
Service in the States of Colorado, Idaho, Iowa,
Montana, Nebraska, North Dakota, Utah,
Washington and Wyoming**

Dear Ms. Dortch:

Qwest Communications International Inc. (“Qwest”), by its attorneys, submits this filing at the request of the Department of Justice to respond to a claim made by Covad Communications Company (“Covad”) in connection with “repair sharing.”

On September 6, 2002, Covad filed an ex parte in the Qwest I and Qwest II proceedings alleging that “the troubles it reports to Qwest for line shared loops are not . . . tabulated in the OP-5 metric, measuring the percentage of troubles reported within 30 days of installation.”¹ More specifically, Covad alleged that Qwest excludes troubles reported and corrected through a “repair sharing” process, whereby Covad’s technicians report troubles to Qwest’s technicians for repair without formally submitting trouble tickets.²

¹ See Covad Ex Parte, WC Docket Nos. 02-148 and 02-189, filed Sept. 6, 2002 (“Covad Sept. 6 Ex Parte”).

² See *id.* at 1-2.

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It is worth noting at the outset that if “repair sharing” in fact occurred it was never sanctioned by Qwest. Although it is conceivable that a Qwest technician could have complied with an informal repair request from Covad, this activity would not have been condoned because it would have circumvented Qwest’s existing, documented repair processes. To date, Covad has not provided Qwest with any evidence that “repair sharing” took place, and Qwest has not been able to independently confirm that is has.

Qwest disagrees with Covad’s assertion that Qwest took steps to circumvent the OP-5 metric. As documented during its development, OP-5 was designed to measure only those troubles for which formal trouble tickets have been submitted. Although OP-5 speaks in terms of “trouble reports,” it is well understood that, in industry parlance, a “trouble report” is the same as a “trouble ticket.” Contrary to Covad’s assertion, if any trouble reports submitted by Covad were resolved by Qwest technicians through the Covad-coined “repair sharing” process, they would not have been excluded from OP-5 because of some nefarious activity on Qwest’s part. Rather, any exclusion would have been the product of Covad’s own attempt at “self help,” which would have inappropriately circumvented Qwest’s documented repair processes.

Under Qwest’s documented repair processes, when a CLEC or its end user encounters trouble on a line, the CLEC is expected to report that trouble by formally submitting a trouble ticket to Qwest. Qwest then processes that trouble ticket by investigating and, if appropriate, repairing the alleged trouble, reporting the status of its activity to the CLEC, and then, provided the trouble has been resolved, closing out the trouble ticket. Any informal CLEC report of trouble to a Qwest technician, or pressure to make immediate repairs, falls outside of Qwest’s documented repair processes and never has been sanctioned by Qwest.

Qwest first learned of Covad’s claim that central office technicians were engaging in “repair sharing” on August 30, 2002. When presented with this information, Qwest informed Covad that any form of “repair sharing” is not among Qwest’s documented repair processes and, to the extent it was occurring, asked that Covad not engage in this practice. Covad agreed and committed to remind its technicians, effective September 3, 2002, to initiate all trouble reports through Qwest’s documented and defined

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repair processes. Qwest also followed up with its own technicians, providing them with an informational message on September 4, 2002, stating:

Qwest technicians should not be performing repair activity without a trouble ticket. If you are approached by a CLEC and asked to perform any type of repair activity, you must respectfully decline and ask the CLEC representative to initiate a formal trouble report through the proper channels.

It is worth noting that Covad was almost certainly aware of Qwest's documented repair processes if and when it initiated "repair sharing" activity. In a filing submitted by Covad at the FCC's Line Sharing Summit on January 31, 2001, Covad noted that "Qwest has not agreed to real-time resolution and continues to fall back on existing trouble ticket processes."³ This so-called "real time resolution" is strikingly similar to what Covad today refers to as "repair sharing," as Covad sought out this process to correct its perceived "high percentage of installation failures due to the ILEC failing to complete the cross-connect in the Central office."⁴

In its September 6 ex parte, Covad alleged that "only recently [has] Qwest . . . made clear that the only way Qwest measures trouble percentages in OP-5 and all maintenance and repair PIDs is through CLEC submission of a formal ILEC trouble ticket."⁵ This claim is specious. Covad was involved extensively in the development of Qwest's PIDs and participated in countless state workshops and PCAT and CLEC forums in which Qwest's documented repair processes were discussed. Covad should have been – and today should still be – intimately familiar with these processes.

³ See Covad Presentation at FCC Linesharing Summit, Jan. 31, 2001, at 5.

⁴ See *id.*

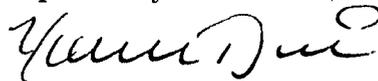
⁵ See Covad Sept. 6 Ex Parte at 2.

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Covad's claims regarding the inclusion of "repair sharing" troubles in OP-5 clearly are unsubstantiated, and, at best, overstated. All properly reported troubles have been – and continue to be – included in OP-5 and Covad has provided no reason to doubt Qwest's data. Regardless, it is clear that Qwest and Covad have since resolved this issue through discussion, and Qwest expects that all subsequent repairs will be initiated and resolved through Qwest's documented processes.

Respectfully submitted,



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