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October 28, 2003

VIA HAND DELIVERY

Blanca S. Bayo, Director
Division of Records and Reporting
Betty Easley Conference Center
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Tallahassee, Florida 32399-0870

Re: Docket No.: 020960-TP

Dear Ms. Bayo:

On behalf of DIECA Communications, Inc. d/b/a Covad Communications Company (Covad), enclosed for filing and distribution are the original and 15 copies of the following:

- Covad Communications Motion for Reconsideration.

Please acknowledge receipt of the above on the extra copy and return the stamped copy to me. Thank you for your assistance.

Sincerely,

Vicki Gordon Kaufman

VGK/bae
Enclosure

AUS ——
CAF ——
CMP ——
COM 3
CTR ——
ECR ——
GCL ——
OPC ——
MMS ——
SEC 1
OTH ——

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of open issues resulting from interconnection negotiations with Verizon Florida, Inc. by DIECA Communications, Inc. d/b/a Covad Communications Company.

Docket No.: 020960-TP
Filed: October 28, 2003

/

COVAD COMMUNICATIONS MOTION FOR RECONSIDERATION

DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") respectfully moves this Commission to reconsider a portion of Order No. PSC-03-1139-FOF-TP (Arbitration Order). Covad's Motion for Reconsideration is limited to a request that the Commission reconsider its decision approving Verizon's additional change in law provision allowing Verizon to immediately discontinue service without amendment to the Interconnection Agreement (Issue No. 1). As grounds for its request, Covad states:

I. Standard of Review

The standard for a motion for reconsideration is whether the motion identifies a point of fact or law which was overlooked or which the Commission failed to consider in rendering its order. *See, Stewart Bonded Warehouse, Inc. v. Bevis,* 294 So.2d 315 (Fla. 1974); *Diamond Cab Co. v. King,* 146 So.2d 889 (Fla. 1962); *Pingree v. Quaintance,* 394 So.2d 162 (Fla. 1st DCA 1981). In this instance, a mistake of law and a mistake of fact have been made and thus reconsideration is appropriate and necessary.

II. Background

The portion of the Interconnection Agreement at issue in this Motion is the second part of the Change of Law section of the Parties' Agreement (i.e., the *specific* change in law provision). The Parties agreed on the first part of the Change of Law section (i.e., the *general* change in law provision):

> If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.

The Parties, however, differed over the second half of the Change of Law section. Verizon wished to include ***an additional section addressing changes in law*** specifically affecting its obligation to "provide any Service, payment or benefit." As discussed further below, this Commission has previously rejected any attempt to include a change in law provision on an issue-by-issue basis. This Commission found that the general change in law provision is adequate to address changes in the foreseeable future.

It is key to note that the additional Change in Law section Verizon proposed ***does not*** address what constitutes the "effective date" to trigger a "change in law" section. It is an ***additional*** change in law provision specifically allowing Verizon to immediately discontinue service ***without amendment to the Interconnection Agreement.***

Verizon proposed the following additional language regarding ***any*** changes in Applicable Law:

> Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Covad hereunder, then Verizon may discontinue immediately the provision of any arrangement for such Service, payment or benefit, except that existing arrangements for such Services that are already provided to Covad shall

be provided for a transition period of up to forty-five (45) days, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

Covad opposed this additional section and proposed that the second half of the Change of Law Section clarify that while the Parties are negotiating in accordance with the general change in law provision they adhere to their respective contractual obligations:

> During the pendency of any renegotiation or dispute resolution, the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, unless the Commission, the FCC, or a court of competent jurisdiction determines that modifications to this Agreement are required to bring it into compliance with the Act, in which case the Parties shall perform their obligations in accordance with such determination or ruling.

The dispute between Verizon and Covad over this section of their Interconnection Agreement was over whether there should be a specific section addressing changes in law affecting one part of their relationship ***in addition to*** the general change of law section.

In its Order, the Commission explained its decision to adopt the language proposed above by Verizon as follows:

> I. EFFECTIVE DATE OF CHANGE IN LAW
>
> Decision
>
> Covad's position is that a law should not take effect until tested and ruled upon by a commission or judicial body. It is our belief, however, that a new statute or change in a statute is controlling from the effective date designated by the legislative body that has promulgated it. As for rule changes, they become effective and controlling in accordance with the statutory provisions under which they were adopted or pursuant to statutory provisions allowing the agency to engage in rulemaking. See, e.g., Section 120.54(3)(e), Florida Statutes. We believe that court case law becomes effective and controlling from the date of the court's decision, unless stayed pending appeal, and remains effective until otherwise overturned.
>
> Based on the foregoing, we are more persuaded by the position of Verizon in this issue. That position is that a change in law should be implemented when it takes effect. Though Verizon's position has been consistently upheld in various

> other states, Covad did not cite an instance where its specific position has been adopted. We also note that in a recent decision on the identical issue this Commission ruled that a change in law should be implemented when the law takes effect, unless it is stayed by a court or commission having jurisdiction. (Order No. PSC-03-0805-FOF-TP). We believe that this record supports the same conclusion.
>
> Based on the above, we find that a change in law should be implemented when the law takes effect, unless it is stayed by a court or commission having jurisdiction.[1]

III. Argument

The Commission should reconsider its Arbitration Order because the Commission based its decision upon two errors -- one of fact and one of law. The Commission expressly relied upon one incorrect factual statement and one erroneous legal assertion in its Arbitration Order:

> Covad did not cite an instance where its specific position has been adopted[2]
>
> [w]e also note that in a recent decision on the identical issue this Commission ruled that a change in law should be implemented when the law takes effect, unless it is stayed by a court or commission having jurisdiction. (Order No. PSC-03-0805-FOF-TP).[3]

The first statement is demonstrably incorrect and the second legal assertion misconstrues the precedent upon which it relies.

A. Covad Cited Two Instances Where Its Specific Position Was Adopted.

In its Post-Hearing Brief, Covad cited to an instance in which the precise language Covad proposed was adopted. Further, after filing Post-Hearing Briefs, the Parties submitted the Order on Arbitration from the New York Commission as supplemental authority for the record, which also adopted Covad's proposed language on the same record before this Commission. In its Post-Hearing Brief, Covad said:

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[1] Arbitration Order at 10.
[2] *Id.*
[3] *Id.*

> In the New York AT&T arbitration with Verizon, the New York Commission concluded that this language "provides suitable procedures for continuing services when further negotiations and disputes occur. The interconnection agreement provisions shall continue to operate unless the FCC, the Commission, or a court of competent jurisdiction mandates a differing obligation."[4]

Additionally, Covad noted in its Post-Hearing Brief that the Federal Communications Commission ("FCC") similarly rejected Verizon's additional change of law language, stating:

> Significantly, the FCC, in the *Virginia Arbitration Award*, flatly rejected Verizon Virginia's proposed change of law language which included discontinuance terms and separate changes in law provisions that are similar to what Verizon proposes here.[5] The FCC held that,
>
> Based upon the record in this proceeding, we agree with WorldCom that *all* changes in law that materially affect the parties' obligations should be governed by a single change of law provision, regardless of whether the change increases or decreases Verizon's UNE obligations. We thus adopt the language proposed by WorldCom with respect to this issue, and reject Verizon's language. We find that Verizon has failed to justify the special treatment of changes in law that relieve it of obligations regarding network elements. We find that Verizon's concern that the Commission would issue rules that create new obligations or terminate existing obligations without specifying the effective date of such rules is unfounded. Commission orders adopting rules routinely specify effective dates. If, however, after the issuance of any particular Commission order, Verizon identifies operational concerns about the general applicability of a Commission decision, then Verizon should address those specific concerns with the Commission at that time.[6]

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[4] *Joint Petition of AT&T Communications of New York, Inc., TCG New York Inc. and ACC Telecom Corp. Pursuant to Section 252(b) of the Telecommunications Act of 1996 for Arbitration to Establish an Interconnection Agreement with Verizon New York Inc.*, Case No. 01-C-0095, Order Resolving Arbitration Issues, at 8 (N.Y. P.S.C. July 30, 2001) ("*AT&T NY Arbitration Award*"). Covad Post-Hearing Brief at 2.

[5] *See Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration*, CC Docket Nos. 00-218 & 00-249, Memorandum Opinion and Order, DA 02-1731, ¶ 717 (Chief, Wireline Competition Bureau rel. July 17, 2002) ("*Virginia Arbitration Award*").

[6] *Virginia Arbitration Award* ¶ 717.

> Notably, the language the FCC adopted in the *Virginia Arbitration Award* for the change of law provision was similar in many respects to language the Commission adopted in the *AT&T NY Arbitration Award.*[7]

Additionally, after briefing in this docket, the Parties submitted the New York Commission's decision on the Parties' interconnection arbitration, which also adopted the language Covad proposed in this docket.[8] The New York Commission explained its decision in Covad's favor as follows:

> CHANGE OF LAW--ISSUE 1
>
> Verizon proposes, for §4.7 of the Agreement, wording that would permit it to discontinue, after a 45-day transition period, any service or other benefit under the agreement if a change of law (statutory, regulatory, or judicial) terminated its obligation to provide it. Covad's wording would require continued performance under the contract during any renegotiation or dispute resolution unless it were determined by us, by the FCC, or by a court that the contract must be modified to bring it into compliance with the 1996 Act. A corresponding dispute pertains to §1.5 of the UNE Attachment, related to termination of a UNE or UNE combination in the event the legal obligation to provide it is ended by change of law.
>
> Verizon contends we are obligated, under federal law, to resolve disputes over interconnection terms in accordance with federal law as it exists at the time of decision. Because federal law changes over time, a contractual provision such as the one it proposes is needed to eliminate discriminatory inconsistencies among interconnection agreements entered into at various times and ensure that all CLECs stand on an equal footing. Arguing that Covad's wording could contractually obligate Verizon to continue providing a service indefinitely, even after its legal obligation to make the service available had been terminated, Verizon argues that its proposed 45-day transition period fairly balances its own interest in

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[7] In particular, the FCC adopted the following language, which did not allow Verizon to unilaterally discontinue service:
25.2 In the event the FCC or the Commission promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially alter the obligation(s) to provide services or the services themselves embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date of such rules, regulations or orders become effective, then the parties shall resolve their disputes under the applicable procedures set forth in Section [13] (Dispute Resolution Procedures) hereof.
Virginia Arbitration Award ¶ 717. Post-Hearing Brief of Covad at 3.

[8] Order on Arbitration, New York Public Service Commission, Case No. 02-C-1175, Issued June 26, 2003, ("New York Arbitration Order") filed as supplemental authority in FPSC Docket No. 020960-TP on July 15, 2003.

terminating the service against Covad's interest in stability. In Verizon's view, the matter has become even more important with the impending release of the FCC's order in its Triennial Review proceeding, whose provisions will be subject to judicial review and possible modification after the agreement at issue here is entered into.

Verizon acknowledges that, in the AT&T Order, we approved wording identical to that now proposed by Covad. We there found it "provides suitable procedures for continuing services when further negotiations and disputes occur"; Verizon "respectfully disagrees" with that conclusion. In support of its proposal, Covad cites our decision in the AT&T Order as well as the FCC's rejection, in the Virginia Arbitration Award, of wording proposed by Verizon that resembled Verizon's wording here. It notes that agreed-upon §4.6 of the Agreement commits both parties, in the event of change of law, to renegotiate in good faith with the aim of conforming the Agreement to applicable law, and it asserts that Verizon's proposed §4.7 would one-sidedly allow Verizon to discontinue service pending such renegotiation, on the basis of its own interpretation of the changed law, 45 days after the change occurs. It suggests its status as a broadband and DSL carrier may lead to uncertainty about the applicability of various pertinent legal decisions, making interpretation particularly important, and asserts Verizon has a history of interpreting decisions in its favor broadly while interpreting unfavorable decisions narrowly. Covad's own proposal, it argues, properly maintains the status quo until any disputes over the implications of a change of law are resolved. Moreover, because the wording is included in the AT&T agreement, implicates no other provision of the AT&T agreement, and is no more costly to implement here than in AT&T, Covad asserts it is entitled to the wording under the "opt-in" provision of §252(i) of the 1996 Act. Finally, Covad urges rejection of Verizon's wording in §1.5 of the UNE Attachment, which allows Verizon to terminate the provision of any UNE that it no longer is bound to provide under applicable law. It contends that all change of law situations should be addressed under §§4.6 and 4.7, and that the special provision for UNEs introduces uncertainty and ambiguity.

Verizon responds that "opt-in" is an alternative to arbitration that Covad had not previously pursued and that, in any event, it applies only to agreements' substantive provisions, not their procedural ones. It notes that the Virginia Arbitration Award was issued by the Wireline Competition Bureau rather than the FCC itself and is based on the specific record of that case. It sees little if any risk of ambiguity in whether an order terminates a legal obligation; objects to being held to the obligation pending resolution of any ambiguity that might arise; and charges that the indefinite delay made possible by Covad's wording gives Covad the incentive to adopt unreasonable interpretations of an order solely to

> prolong its access to the element or service at issue—something that Covad, in turn, suggests Verizon has done in order to avoid offering an element or service. Verizon defends its wording in §1.5 as needed to clarify that the §4.7 procedures apply to orders terminating the obligation to provide a UNE or UNE combination.
>
> While Verizon may be right that Covad cannot now request to opt in to the provision of the AT&T contract, the fact remains that our decision in the AT&T Order, notwithstanding Verizon's arguments to the contrary, fairly balances the interests at stake. Verizon's assurance that there would be little if any ambiguity in whether an order terminates an obligation gives too little credit to the resourcefulness and persistence of parties to these disputes and their advocates, and the sort of protection Covad seeks is not unreasonable. We see no need to depart from our decision on this issue in AT&T, and Covad's wording should be included.[9]

The language Covad proposed in its arbitration with Verizon in New York, and in this docket, is identical to the language the New York Commission approved in AT&T's arbitration with Verizon. The New York Commission expressly provided that "Verizon acknowledges that, in the AT&T Order, we approved wording *identical to that now proposed by Covad.*"[10] When Covad cited in its Post-Hearing Brief to the prior approval of the AT&T language in New York, it was citing to "an instance where its specific position has been adopted."[11] Additionally, at the time the Commission adopted Verizon's position in this docket, it also had the decision of the New York Commission in Covad's favor on precisely the same facts and proposed language. The Commission's assertion – upon which it expressly relied – that "Covad failed to cite to an instance where its specific position has been adopted"[12] was simply incorrect and thus a mistake of fact. Because the Commission relied on an incorrect factual assertion concerning prior decisions on this dispute, and the Commission had both a citation from Covad and an Order from the New York Commission adopting the specific language proposed by Covad, it should

[9] New York Arbitration Order at 4 – 7 (internal footnotes omitted).
[10] New York Order at 5 (emphasis added).
[11] *Compare* Covad Post-Hearing Brief at 2 with Arbitration Order at 11.
[12] Arbitration Order at 11.

reconsider its decision to adopt Verizon's additional change of law language and should adopt the language proposed by Covad.

B. The Arbitration Order Misconstrues Prior Precedent.

The Commission should reconsider its Order on Issue No. 1 because the precedent that the Commission cites in support of the adoption of Verizon's additional change of law section specific to a distinct issue does not support the additional change of law section Verizon proposed. To the contrary, the GNAPs' arbitration decision, on which the Commission erroneously relies, expressly **rejected** an additional and specific change of law section in the interconnection agreement at issue. In its decision regarding Issue No. 1 in this docket, the Commission noted "that in a recent decision on the identical issue this Commission erroneously ruled that a change in law should be implemented when the law takes effect, unless it is stayed by a court or commission having jurisdiction. (Order No. PSC-03-0805-FOF-TP)."[13] This is not the question before this Commission in Issue No. 1.

Order No. PSC-03-0805-FOF-TP was an arbitration decision in a dispute between GNAPs and Verizon. While Order No. PSC-03-0805-FOF-TP did address "Effective Date of Change in Laws," it also addressed a proposed additional and specific change in law section. Again, it is key to understand the error which occurred in the Commission's decision. The additional change in law section proposed by Verizon here **IS NOT** a section addressing what constitutes the "effective date" to trigger a "change in law" section. Verizon's proposed language does not mention "effective dates" for changes in law, it addresses "any change in Applicable Law":

> Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or ***any change in Applicable Law***, Verizon is not

[13] Arbitration Order at 11.

required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Covad hereunder, then Verizon may discontinue immediately the provision of any arrangement for such Service, payment or benefit, except that existing arrangements for such Services that are already provided to Covad shall be provided for a transition period of up to forty-five (45) days, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

One portion of the GNAPs decision addressed **WHEN** change-in-law provisions should be triggered:

XIII. EFFECTIVE DATE OF CHANGE-IN-LAW

ARGUMENTS

GNAPs urges that a change-in-law should be implemented when there is a final adjudicatory determination which materially affects the terms and/or conditions under which the parties exchange traffic. Verizon, however, maintains that a change-in-law should be implemented when it takes effect. GNAPs's proposed contract language would ignore the law, including effective orders of this Commission, FCC, and the courts. Verizon's proposal requires only that the parties follow the law.

GNAPs' position is that a law should not take effect until tested and ruled upon by a commission or judicial body. That proposal is inconsistent with logic, as well as any known practice within our legal system. Laws are controlling from the time of the effective date. Many laws are never challenged but are, nevertheless, controlling as of the effective date. Many are challenged upon implementation and, at the discretion of the hearing official or judge, may or may not be stayed pending resolution.

DECISION

We are more persuaded by the position of Verizon in this issue. That position is that a change-in-law should be implemented when its takes effect. We also note that Verizon's position has been consistently upheld in various other states. GNAPs was unable to cite an instance where its position has been upheld, and makes no argument in support of its position. Accordingly, we adopt Verizon's position on this issue.[14]

[14] Order on Arbitration, Order No. PSC-03-0805-FOF-TP (GNAPs Order) at 48-49, Docket No. 011666-TP, issued July 9, 2003.

However, the more relevant issue of whether the Parties should have multiple change in law provisions within the same interconnection agreement was also addressed in the GNAPs Order. The Commission **rejected** the additional change of law language urged by GNAPs as follows:

> IX. CHANGE-IN-LAW PROVISION
>
> ARGUMENTS
>
> Though GNAPs acknowledges that in Verizon's proposed Interconnection Agreement it grants the right to renegotiate the reciprocal compensation obligations if the current law is overturned or otherwise revised, GNAPs argues that it is inadequate. Verizon argues, however, that GNAPs has not demonstrated that the general change-in-law provision is inadequate to address any decision that modifies the ISP Remand Order. Verizon asserts that the undisputed, general change-in-law provision requires the parties to negotiate an amendment if a change in law alters the FCC's reciprocal compensation rules resulting from the ISP Remand Order. The parties do not need another change-in-law provision devoted to the ISP Remand Order.
>
> The Virginia Commission held "The general change of law provision in each interconnection agreement is sufficient to address any changes that may result from the ongoing proceedings relating to the ISP Remand Order." Virginia Arbitration Order, ¶ 254
>
> DECISION
>
> We believe there are few industries more dynamic than telecommunications. The possibility of a change in the law affecting any provision of any interconnection agreement is ever present; thus, the general change-in-law provision. It is not apparent to us that the general change-in-law provision is inadequate in the event of a change in the law affecting the ISP issue. Additionally, it would be inconsistent to include a specific provision for ISP issues and not for other issues which may also see change in the foreseeable future.
>
> We find that the parties' interconnection agreement need not include a change-in-law provision specifically devoted to the ISP Remand Order.[15]

What Verizon proposed in this arbitration was akin to the additional change in law provision this Commission **rejected** in Order No. PSC-03-0805-FOF-TP in the GNAPs

[15] GNAPs Order at 40-41.

arbitration, **not** the "Effective Date" provision for which the Commission cited Order No. PSC-03-0805-FOF-TP. Order No. PSC-03-0805-FOF-TP – an Order rejecting an additional change in law provision in the parties' interconnection agreement – does not support an additional change in law provision in this case. Accordingly, the Commission misconstrued the precedent of Order No. PSC-03-0805-FOF-TP in adopting Verizon's additional change in law provision in this case and thus made a mistake of law.

IV. Conclusion

The Commission should reconsider its Order in this arbitration and adopt the language proposed by Covad. The Commission's decision was based on errors of law and fact. Adoption of Covad's position on Issue No. 1 would provide the Parties with the same contract provision in Florida and New York consistent with FCC, New York and Florida precedent.

COVAD COMMUNICATIONS COMPANY

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing DIECA Communications, Inc. d/b/a Covad Communications Company's Motion for Reconsideration has been provided by (*) hand delivery or U.S. Mail this 28th day of October 2003, to the following:

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