

Received: by pop1.mx.voyager.net (mbox kern@voyager.net)
(with voyager.net's vgrp Fri Sep 1 11:47:43 2000)
Received: from pmesmtp01.wcom.com (pmesmtp01.wcom.com [199.249.20.1])
by mx3.mx.voyager.net (8.10.0/8.9.3) with ESMTP id e81F9xK09987
for <kern@voyager.net>; Fri, 1 Sep 2000 11:09:59 -0400 (EDT)
Received: from CONVERSION-DAEMON by firewall.mcit.com (PMDf V5.2-32 #42256)
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1 Sep 2000 15:07:08 +0000 (GMT)
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01 Sep 2000 15:02:36 +0000 (GMT)
Date: Fri, 01 Sep 2000 11:05:56 -0400
From: Marsha Emch <Marsha.Emch@wcom.com>
Subject: AIT Remedy Plan Deal-breakers for CLECs
In-reply-to:
To: John Kern <kern@voyager.net>
Cc: Jim Denniston <James.Denniston@wcom.com>
Reply-to: Marsha.Emch@wcom.com
Message-id: <001501c01426\$215671c0\$f0f72ca6@metro.mcit.com>
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This is a multi-part message in MIME format.

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Thanks for the opportunity for CLECs to share their grave concerns about Ameritech-Michigan's flawed remedy plan. As requested at the August 25th collaborative meeting in Lansing, the following CLECs analyzed AIT's remedy plan and created a list of objectionable items/deal-breakers in the AIT-MI remedy plan: AT&T, CoreCom, NEXTLINK, WorldCom and Z-Tel. Could you please forward this email to the updated Michigan distribution list? Thanks!

CLECs also have a list of areas which need further clarification from AIT. Depending on the outcome of AIT's answers, particularly letter D regarding the ICA amendment, these items for clarification may also become deal-breakers. CLECs reserve the right to add items to the objectionable list after AIT provides its response.

Finally, various state commissions have already stipulated to certain requirements such as audits which may be contrary to the audit section of AIT's remedy plan. CLECs request AIT to reconcile the audit section of its remedy plan for the individual state Commission Stipulations.

Marsha Emch
WorldCom
703/394-705

I. Eight Deal-Breakers in AIT Remedy Plan

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Although there certainly are other aspects to the AIT remedy plan which are distressful for CLECs, this list represents a compromise of only the absolute deal-breakers for CLECs.

- A. Arbitrary Prioritization of Measures (High, Medium, Low)
- B. Absolute Caps instead of Procedural Thresholds (Annual, Monthly, Per CLEC, Aggregate CLEC, Per Occurrence with Cap metrics)
- C. Unnecessary K-Value Table
- D. Insufficient Remedy Amounts
- E. Fluctuating Critical Z-Value Calculated for each CLEC for all metrics instead of Fixed Critical Z-value (1.645) for every metric
- F. No Increase in Remedy Payments for Severe Magnitude Misses
- G. Inappropriate Statistical Testing on Benchmarks
- H. Lack of Parity Comparison to both Retail and Affiliate(s)

II. Need for Clarification in AIT Remedy Plan

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CLECs seek additional information on the following areas and reserve the right to raise a 'deal-break" objection based on AIT response.

- A. Definition of "Liquidated Damages". This word choices seems to imply that CLECs cannot seek additional remedies which is contrary to Section 6.1.
- B. Although Section 2.0 states that the Modified Z-test will be used, CLECs understand that AIT will also use the standard z-test for certain metrics. If this is true, then Section 2.0 needs to be changed so all parties understand when the modified z-test and standard z-test are used.
- C. AIT has stated that it will issue remedies via a credit. This language is not found in AIT's remedy plan. If this is still the case

(as opposed to check), then CLECs also request clarification on how and when the credit is applied.

D. Status of AIT ICA Amendment is requested and how that relates to AIT remedy plan and tariff.

E. CLECs understand that the Six Month Review can address the entire Performance Measurements plan, Remedies and Change Management for metrics process. Section 6.4 seems to limit what can be discussed at the six month reviews.

F. CLECs are unsure when the Six Month Review will begin since Section 6.4 seems inappropriate for AIT's amendment process. CLECs also seek status on when each subsequent six month review begins.

G. When the remedies for a particular month exceed the monthly cap, what is the order for CLECs to receive remedies? (i.e., how does AIT decided which CLECs are under the cap and receive remedies and which are over and do not receive remedies?)

H. Section 7.1, Force Majeure: AIT is still bound by all parity requirements even during force majeure events. The language in 7.1 does not make that clear. CLECs seek clarification (i.e., when severe storms occur, AIT must still treat its retail/affiliate customers in the like manner as CLEC customers.)

I. Section 7.3.2 doesn't state when remedy payments will be posted on the web. (i.e., on date payment is due)

J. Section 7.5 states that when annual cap is reached but additional remedies are due, that a third Tier remedy to cease new long distance service may be recommended by the state. CLECs request how this will occur since the monthly cap amounts prevent AIT from ever reaching the annual cap (except maybe for amounts over the December monthly cap.)

III. Commission Stipulation

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Audits: Section 6.6 doesn't seem consistent with Indiana and Michigan Stipulations. CLECs request AIT discussion on audits and consistency between the remedy plan limitations and the state Stipulations.

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(1.645) for every metric

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Payments for Severe Magnitude Misses

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J. Need for Clarification

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L. Need for Clarification

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N. AIT Remedy Plan

O. AIT Remedy Plan

P. AIT Remedy Plan

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