

**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

In the matter, on the Commission's own motion,            )  
to consider Ameritech Michigan's compliance            )  
with the competitive checklist in Section 271 of        ) Case No. U-12320  
the Federal Telecommunications Act of 1996            )

**REPLY AFFIDAVIT OF**  
**JUSTIN W. BROWN**  
**ON BEHALF OF**  
**AMERITECH MICHIGAN**

**DATE: JULY 30, 2001**

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I, Justin W. Brown, being of lawful age and duly sworn upon my oath, do hereby depose and state as follows:

## **INTRODUCTION**

1. My name is Justin W. Brown. My business address is 790 North Milwaukee, Milwaukee, Wisconsin. I am the same Justin W. Brown who sponsored an affidavit filed with Ameritech Michigan's brief in this proceeding on May 15, 2001. I hereby verify, based upon my personal knowledge, the accuracy of each and every fact contained in the Reply Affidavit I am filing today, July 30, 2001, in Michigan Public Service Commission Case No. U-12320. I further verify, based upon my personal knowledge, the accuracy of each and every fact contained in the Affidavit I filed on May 15, 2001 in Case No. U-12320.

## **PURPOSE OF THIS AFFIDAVIT**

2. The purpose of this affidavit is to rebut comments and affidavits provided to this Commission on behalf of various CLECs and interveners filed in this proceeding on June 29, 2001, regarding the Local Service Centers ("LSC") and Local Operations Centers ("LOC"). It is also my intent to clarify the issues raised by CLEC comments and alleviate any misconceptions that the CLEC comments may have caused. It is, in other words, my intent to set the record straight. Specifically, I address comments made: by Mr. Van De Water of AT&T; by Mr. Reid and Mr. Finefrock, on behalf of the Michigan CLEC Association; by Mr. Fowler, Ms. Bowers and Mr. Childers on behalf of McLeodUSA; by Ms. Lichtenberg on half of WorldCom; by Mr. Wall, Ms. Hankins, Mr. Lunceford and Mr. Batts on behalf of XO Communications; and in the

brief filed by Z-Tel Communications. These comments all relate to the LSC or LOC regarding either Operational Support System (“OSS”) issues or the unbundled loop hot cut process.

## **CHECKLIST ITEM 2 – OPERATIONAL SUPPORT SYSTEMS**

### **Firm Order Confirmations**

3. Many of the Competitive Local Exchange Carrier (“CLEC”) comments are premised on a misunderstanding of the definition of firm order confirmation. For example, McLeodUSA is using a different definition for the acronym, "FOC" than does Ameritech and the majority of the telecom industry. In their comments McLeodUSA defines the acronym FOC as a "Firm Order Commitment." The industry commonly understands the acronym FOC to mean Firm Order Confirmation. For example, the Michigan Master Test Plan (“MTP”) collaborative participants agree with Ameritech on this issue and define the FOC acronym as a, "Firm Order Confirmation." The MTP glossary defines FOC as, "A response from the Ameritech Service Order Confirmation that acknowledges a successful receipt of an order from a CLEC." From a practical perspective the FOC is an acknowledgement that an Incumbent Local Exchange Carrier (“ILEC”) received a CLEC's request and, barring unforeseen circumstances, the ILEC will make every attempt to accommodate the CLEC's desired due date. McLeodUSA is simply misusing an industry standard term in their comment document and is, thereby, attempting to obfuscate the facts.
4. XO also misunderstands the purpose of a FOC. For example, in the XO brief (Page 4) as well as the Affidavit of XO's Mr. Dennis Wall (Paragraph 3) reference is made to a, "Soft FOC." XO claims that Ameritech provides a "Soft FOC", "Because Ameritech schedules the initial FOC without determining if the facilities are actually

available to complete the order." XO further states that, "As a result, Ameritech will later inform the XO that the order will be delayed because Ameritech does not actually have facilities available to complete the order." Clearly, XO Communications misunderstands the purpose of a FOC. In their comments, XO and Mr. Wall define the acronym FOC as a "Firm Order Commitment" that constitutes a guarantee that facilities have been checked and the order will be processed on the date stated in the FOC. As noted above, the industry and the Michigan MTP collaborative participants, as evidenced in the glossary of the Michigan MTP, commonly understand that a FOC is a Firm Order *Confirmation*. Also noted above, the Michigan MTP glossary defines the term FOC as, "A response from the Ameritech Service Order Confirmation that acknowledges a successful receipt of an order from a CLEC." It is not a guarantee on the due date. Current performance standards require Ameritech to issue 95% of electronically received FOCs for simple business and residence orders that flow through, within two hours. To provide such a fast notice, Ameritech's FOCs give an estimated due date based on standard provisioning intervals or based on a "due date board" which ensures parity due date assignment with retail. This is consistent with the industry guidelines, which merely require the carrier to provide the earliest due date available, not a firm commitment. The recognized fact that a complete check of available facilities is not done before a FOC issued is also one of the primary reasons the parties agreed to the Facilities Modification Process notices, which I address below.

5. Moreover, XO's statement that, "The 'soft FOC' problem occurs 50% of the time" is, simply, inaccurate. The performance measurement that monitors Ameritech's lack of Unbundled Network Element ("UNE") facilities is Performance Measure ("PM") 60,

"Percentage of items with missed committed due dates due to lack of facilities." Per this agreed to performance measure, XO orders that were delayed for a lack of facilities in Michigan have been a very small percentage of all the orders Ameritech issued on behalf of XO during the months of May and June of 2001.

### **FMOD NOTICES**

6. As noted above, there are circumstances where it is determined that facilities are not available or require modifications after a FOC has been issued. One of the major process enhancements resulting from last years collaborative is the development of an FMOD process which allows for Notices within 24 hours of the FOC when facility issues may be encountered. Mr. Van De Water, on behalf of AT&T, asserts that, "Ameritech is not meeting its commitments to provide CLECs with notice of a facilities modification problem within 24 hours of the FOC." It is true that Ameritech has not yet met the benchmark for the percent of Form A's received by the CLEC within 24 hours of the FOC. However, I believe that Mr. Van De Water has taken the situation completely out of context and has ignored the collaborative inroads that have been made with regard to the Facility Modification ("FMOD") process. First, this issue should be put in to perspective. FMOD Form A's are not issued on all orders, only those orders that require facilities modification. Currently, less than 2% of Michigan orders require a Form A. Thus, we are only talking about a small subset of total wholesale orders. Further, based on the fact that in June, the percent Form A notifications sent within the required 24 hour interval was 92.00%, this leaves less than 0.16% of the total CLEC orders which are negatively impacted by Form A notifications being sent outside of the 24 hour interval.

7. Second, Mr. Van De Water ignores the significant progress Ameritech has made in this area. It is understandable that there would be this kind of a transitional period. The FMOD process has been continually evolving over the last year with direct input from the CLECs through various collaboratives. What started out as a simple warning flag to the CLECs has become a measurable performance indicator that Ameritech must meet.
8. Attachment A to this affidavit is a chart that depicts Ameritech's Michigan performance on what is commonly known as Wisconsin measurement CLEC WI6. Measurement WI6 is defined as, "The percentage of FMOD orders where Form A is issued within the interval ordered by the Commission ." The benchmark for this measure is 95% meaning that Ameritech must issue a Form A to the CLEC within the time period in 95% of the time. Per Attachment A, the trend toward meeting this 95% goal in Michigan has nearly been met. Performance for measure CLEC WI6 has been steadily improving due to several Ameritech internal initiatives as well as collaborative initiatives through the CLEC User Forum ("CUF"). Those improvement efforts will continue, particularly, when one realizes that it is in Ameritech's best interests to reach the 95% benchmark.
9. Typical of Mr. Van De Water's unsupported allegations is his assertion that, "In the week of June 11, 2001, AT&T tracked approximately seven loop orders in which Ameritech did not provide AT&T notice of a facilities problem until one day prior to the cut." (Page 16) While Mr. Van De Water accounts for 7 orders, there is no reference to the number of AT&T orders that were in the FMOD process during this snapshot. Without that information as a reference, one cannot make a valid assessment of Ameritech's WI6 performance based on the numbers he provides.

Obviously, if Mr. Van De Water tells us that there were only seven orders within the FMOD process, then Ameritech would have failed with respect to PM WI6.

However, if there were 150 orders meeting the FMOD process criteria, then Ameritech would have reached 95.33% and would have met the PM WI6 benchmark. As I've shown above and in Attachment A, the overall percentage of timely notices has steadily increased and is now very close to the 95% benchmark.

10. In paragraph 37 (Page 16) of Mr. Van De Water's affidavit he claims that, "For the week of June 11, 2001, AT&T identified ten orders that Ameritech identified as requiring additional work...(but) never gave AT&T notice of a problem prior to the cutover date." Once again it is difficult to assess the scope of the issue Mr. Van De Water is referencing due to the lack of specificity on his part. As before, he does not provide the number of orders that were within the FMOD process during the snapshot in question and we certainly have no specific examples within his testimony. Other than referring the Commission to the results in Attachment A to my affidavit, I can not address Mr. Van De Water's allegations except to say that it is Ameritech's goal to reach the benchmark established in PM WI6 at a minimum and hope to attain that level soon with the efforts underway.

### **Order Rejects**

11. The McLeodUSA brief claimed that "Approximately 15-20% of McLeodUSA orders to SBC that are submitted and accepted through the automated LEX system are electronically rejected by SBC's order writers without a valid reason." (Brief at p 10.) This statement was further echoed in the affidavit of McLeodUSA's Mr. Eric Fowler (Paragraph 3). Clearly, the performance measurement data does not support McLeodUSA's or Mr. Fowler's position. The agreed to Ameritech Business Rules

state that rejects will be measured by PM 9. The definition of PM 9 is, "The number of rejects compared to the issued orders for orders submitted via the electronic interfaces." Furthermore, PM 9 is disaggregated into two subcategories. They are CLEC Caused Rejects and Ameritech Caused Rejects (Re-flowed Orders). If a Local Service Center ("LSC") service representative rejects an order in error, they would then "un-reject" the order, or "Re-flow" the order, and it would be captured in the this PM as an Ameritech Caused Reject. As noted above, PM 9 was agreed to by the CLEC community during the various collaborative efforts that occurred throughout the Ameritech region over the last year. McLeodUSA was an active participant in those collaborative efforts and did agree to the validity of PM 9.

12. Attachment B of this affidavit is a chart that depicts Ameritech's Michigan performance, with regard to PM 9, between the months of April and June 2001. The chart further depicts the rejects associated with the total and, more importantly, the party responsible for the reject. Clearly, the CLEC requests that were rejected in error by Ameritech are at an absolute minimum. In fact, according to the CLEC Online web site performance measurements the numbers are so low that they barely register on the chart when compared to the total number of requests. As demonstrated in the performance measurement data, Mr. Fowler's and McLeodUSA's assertion that Ameritech personnel routinely reject their requests in error after the request has been received via the LEX system is clearly not the case.

### **Worker in the Way**

13. In the WorldCom brief (Pages 9-11) and in the affidavit of WorldCom's Sherry Lichtenberg a reference was made to a process called the, "[Worker] in the way" process. This process is used when there is currently a CLEC working telephone

service located in the premise, but it appears that the end user has moved from the premise and has not cancelled their CLEC service. That information comes to Ameritech's attention because a different customer moves in and places an order for new Ameritech telephone service. During the ordering process Ameritech determines that the CLEC has a working line at that address. Assuming that the new request is from a different customer, the "Worker in the way" form is sent to the, "Abandoned" CLEC. The form explains to the CLEC that there is existing service at the end user's premise and Ameritech's retail organization has a valid request to provide service to the end user at that premise. Furthermore, the form tells the CLEC that if the CLEC does not respond to the form within two days, Ameritech will disconnect the CLEC provided service at that address. The form will not be sent if the CLEC's customer calls Ameritech to order an additional line from Ameritech (i.e., in addition to his or her existing CLEC service), nor is a form sent if the CLEC's customer wishes to migrate the existing CLEC service back to Ameritech.

14. Unfortunately, neither Ameritech nor the CLEC will ever be able to fully predict the decisions made and the actions taken by end users. Therefore, a workable process such as the, "Worker in the way" process is a necessary step in provisioning for both Ameritech and the CLEC under the, aforementioned, circumstances. WorldCom claims in its brief that the "Worker in the way" process is a "New problem" (Page 9), however, the "Worker in the way" process has been in use for many years throughout the Ameritech region. As this process is designed to benefit a provider that may be unknowingly paying for service, which has been abandoned by the end user, WorldCom should reconsider its opposition to such a process. At the request of WorldCom, Ameritech agreed to temporarily discontinue processing "Worker in the

Way” forms and subsequent disconnections in order to perform an investigation of the process to insure that it is being implemented properly. This investigation was performed and Ameritech is of the opinion that the process is working as designed, to notify a carrier of abandoned service. Ameritech continues to invite WorldCom to partner with Ameritech to further refine the process by notifying management when these forms are being sent inappropriately. At that time, proper investigation can be done on a case by case basis, and, if necessary, coaching can result to address any potential failure to follow the process. Ameritech, however, based on the investigation performed, is of the opinion that this will be the exception, not the rule as implied in the WorldCom comments.

### **Touch Tone Ordering**

15. On page 32 of the WorldCom brief and on page 22 of Ms. Lichtenberg's affidavit, an assertion is made that Ameritech has required MCI WorldCom to add, "A touch tone USOC on some orders but not on others." Furthermore, WorldCom seems to allude that Ameritech is doing this with some ulterior motive in mind. Additionally, Ms. Lichtenberg asserts that WorldCom's customers lose touch tone capabilities after migrating. The facts, however, are quite different.
16. As clearly documented in the CLEC Handbook in the additional CPO Terms & Conditions section, "In Michigan, Touch Tone Credit (USOC LAWTT) is grandfathered for POTS and is not available with [Unbundled Network Elements-Platform (“UNE-P”)]. However, in the MI [UNE-P] environment, the CLEC does not need to request touch tone service unless the end user's account contains the LAWTT (Touch Tone credit) USOC. Then the CLEC must remove this USOC and request touch tone on their order to receive touch tone service." WorldCom raises this

issue even after receiving the explanation in Attachments 10, 11 and 12 to the letter from Marilyn Williams dated June 22, 2001 (Attachment C to this affidavit).

### **Service Suspension**

17. On page 6 of the Z-Tel brief, Z-Tel claims that Ameritech is, "Suspending service to customers of Z-Tel for past due accounts allegedly owed to Ameritech Michigan." This situation, if it occurs, is not intentional, as Ameritech would obviously have no entitlement to disconnect a CLEC's service because of non-payment by the former retail user of the facility, and if indeed such an error has occurred, it should be a rare instance and is really an issue of timing. If the customer's billing records in Ameritech's systems have not yet been updated to reflect that the customer has migrated to the CLEC, and Ameritech Retail is in the process of issuing disconnect orders for non-paying customers, this is a possibility. Z-Tel should contact the Local Operations Center ("LOC") in these instances in order to restore the service to the end user.

### **Service Order Completion Notices**

18. On pages 11 through 21 of the WorldCom brief and again in Ms Lichtenberg's affidavit on pages 6 through 16 WorldCom claims that, "Ameritech has failed to provide [Service Order Confirmations ("SOC's")] on several thousand orders for WorldCom." Z-Tel makes the same claim in its Brief (page 7). The Ameritech Account Team worked closely with WorldCom on this issue. WorldCom requested frequent updates on the progress being made towards resolution of the issue. The Ameritech Account Team shared each aspect of the research during weekly UNE-P conference calls and in correspondence. Because the investigation was lengthy, WorldCom's perception was,

apparently, that Ameritech was being unresponsive. After a thorough review of the systems it was determined that certain errors, which were generated from backend systems, were not being sent to the LSC for review and correction. Specifically, we found certain errors for auto/auto orders were not being generated on a report to the LSC. This report is now posted to a website daily for inclusion into the LSC's workload, and the errors are worked daily to insure timely processing. As these errors are worked, the orders then continue to flow through the system.

19. Z-Tel also states that, "Ameritech is also charging Z-Tel for customer lines after that customer appears on the Ameritech line loss report." While Z-Tel does not provide any specific examples of this occurrence, the only valid reason that Ameritech might continue to bill Z-Tel even after the end user has chosen a different provider is in the event that unpaid balances exist which were incurred by the end user while he or she was a Z-Tel resale customer. As stated in my initial affidavit, "the LSC created a specialized Error Corrections team that focuses solely on clearing errors on orders that have been completed, but for some reason cannot post for proper billing. This team prioritizes its work by bill date and is committed to having all errors corrected prior to the date a bill would be rendered to the CLEC. The Error Corrections team service representatives check the work list that shows unposted service orders daily to ensure that all service orders are posting in a timely manner." This effort assures that the billing changes are accurately reflected on the customers' bills in a timely manner. If Z-Tel provides Ameritech with specific examples of the instances they are referring to, Ameritech will perform appropriate research.

20. Z-Tel's brief (Page 7) also claims that Ameritech's order processing is, "Inadequate." Specifically, the brief states that, "Despite receiving a FOC from Ameritech

Michigan, many FOC's are not followed by completion notices by Ameritech Michigan."

21. As stated above, the LSC is now monitoring reports that were previously unavailable.

### **Installation Due Dates**

22. McLeodUSA, in its brief at P. 24 as well as in the affidavit of Mr. Steve Childers of McLeodUSA, claimed that Ameritech "Consistently fails to meet firm order commitment dates for the turn-up of service to McLeodUSA Resale customers." The performance measurement that monitors Ameritech's Resale service delivery performance is PM 29. The Ameritech Business Rules define PM 29 as the "Percent of N, T, and C orders where installation was not completed by the due date as a result of a Ameritech caused missed due date." Furthermore, the Ameritech Business Rules state that "This includes orders completed after the Due Date, due to an Ameritech reason. This measurement is reported at an order level... If Ameritech reschedules the original due date without the consent of the CLEC the original due date will be the one measured against."

23. It must be pointed out that McLeodUSA agreed to support the Ameritech Business Rules during the various collaborative efforts that have taken place throughout the Ameritech region. I would also point out that PM 29 is a parity measure that compares Ameritech's performance in serving the wholesale market against Ameritech's performance in serving its own customers. Attachment D to this filing is a chart that depicts Ameritech's performance with regard to PM 29 for the state of Michigan. The data clearly show that Ameritech has been diligent in achieving better than parity results for our CLEC customers with regard to performance measurement 29 during the last 3 months.

## **Maintenance and Repair**

24. In her affidavit McLeodUSA's Director of ILEC Relations, Diane Bowers, stated that, "Ameritech routinely fails to repair no dial tone trouble tickets on commitment Dates, causing delays in some cases of several days beyond the date by which Ameritech was supposed to complete the repair." Clearly, Ms. Bower's assertion is not the case. PM 67 measures the mean time to restore ("MTTR") and the benchmark is parity. Ameritech has met this parity requirement for dispatched trouble reports.
25. Ms. Bower's further states that, "Ameritech also frequently dispatches technicians prior to the date and or time for the vendor meet and then refuses to send technicians on a new dispatch." This statement is more than a bit misleading. The vendor meet process calls for the vendor meet to be scheduled on the hour. The Technician will often arrive early, however they would wait for the scheduled time. In addition the Technician will wait for some time after the scheduled meet in case the CLEC has been detained. Scheduling vendor meets can be difficult due to the very nature of the job. Technicians can be caught in traffic, prior work assignments etc. It would not be a surprise to learn that McLeodUSA's vendors have the same issues as they have, on occasion, failed to show up for a vendor meet. It is Ameritech's policy that a request for a vendor meet will not be declined if a previously scheduled meet was missed due to Ameritech reasons. If McLeodUSA is, in fact, experiencing this situation, a simple call to the management team listed on the escalation list discussed in my May 15 Affidavit should clear up the concern.
26. CLECs may submit and inquire regarding trouble reports using an electronic interface know as EBTA. Ms. Lorie Hankins claims that XO Communications does not receive updates to trouble reports via EBTA. This is, simply, not correct. As a

trouble report is processed by various departments, status information is, in fact, provided back to the CLEC. For example, if a trouble ticket is sent outside for repair, EBTA is updated once that trouble ticket is assigned to a technician. XO simply has to query the trouble ticket in EBTA to see these updates.

27. Ms. Hankins also claims that she must call the LOC for trouble closure information. Again, Ms. Hankins is mistaken. When a trouble ticket is closed in EBTA the closure information is sent to the CLEC electronically. The information includes a clear English interpretation of the disposition reason along with a brief description of what was done to correct the trouble. In fact, one of the primary benefits of a CLEC implementing the EBTA system is to eliminate these very calls into the LOC when the information is made available in an electronic format for the CLEC. To do so only consumes Ameritech and CLEC resources unnecessarily. It should be stated that the LOC *is* available at any time to assist the CLEC with interpretation of the resolution on the trouble report, although once a CLEC has implemented EBTA, I would hope that these inquiries would be the exception and not the rule.
28. Ms. Hankins further states that resolution of trouble reports, in many cases, are 48 hours. While individual troubles may, at times, take longer to resolve than Ameritech would prefer, XO Communications’<sup>1</sup> Performance Measurement for PM 67, “Mean Time to Restore” shows that, at none of the levels of disaggregation, is the average resolution duration as long as the 48 hours stated by Ms. Hankins.
29. Ameritech is committed to clearing troubles as quickly as possible regardless of the source or cause. XO Communications, however, claims in their brief that when

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<sup>1</sup> The data referenced as “XO Communications’ Data” is actually listed under Nextlink. Per the XO Brief at Page 1 states that “XO Communications, Inc. was founded in 1994, as NEXTLINK Communications, Inc. ...” There was no data for “XO Communications” available.

Ameritech caused problems occur, "Ameritech treats it lightly." (Page 10) In an attempt to show the same, in his affidavit (pg.4 - 5) Mr. Jerry Finefrock, Senior Director of Regulatory Affairs for Long Distance of Michigan, Inc. purports to provide examples of end user customers who have been left without service for an extended period of time because of Ameritech. Unfortunately, there is no way for me, or any other Ameritech representative, to verify Mr. Finefrock's assertions based on the information he has provided. While his examples appear to be anecdotal in nature that does not mean that Ameritech does not care about such purported incidences. It is important that the Commission understand that when a customer is reported as out of service, whether as a result of an Ameritech mistake or not, it is not taken lightly.

30. In fact, Ameritech has created an entire support team of Customer Care Service Representatives located within the LSC, an entire team of Maintenance Administrators located within the LOC and an entire team of Service Managers available and assigned to the CLEC community on a customer by customer basis to resolve all troubles, as quickly as possible. This significant investment in personnel, real estate and equipment is evidence that Ameritech has been listening to XO Communications and all of the other CLECs as Ameritech strives to meet the unique needs of these wholesale customers.

31. Further, there are well documented escalation lists available to the CLECs on the CLEC Online Web Site <<https://clec.sbc.com>>. Mr. Finefrock does not say whether the instances that he tells us about were immediately brought to the attention of any of the appropriate teams above or if the proper escalation process was followed by LDMI. While I find it unfortunate that any end user has had the kinds of issues

related by Mr. Finefrock, it must be pointed out that the CLEC also has a responsibility to follow the normal procedures, thereby, assuring the greatest opportunity for a successful conversion for the end user.

32. XO Communications (Page 11) and, specifically, Ms. Hankins of XO claim that LOC personnel are "Poorly trained." However, the LOC representatives are actually highly trained individuals who receive approximately 4 to 5 weeks of training before they begin taking calls on a daily basis. In addition, they are provided continuous updates and process reviews to ensure their understanding of their job responsibilities. If Ms. Hankins is basing her assertion on her displeasure with the handling of certain orders or trouble reports, the LOC has made available an escalation process and Service Managers to assist her in resolving those issues. However, it is interesting to note that in her testimony, Ms. Hankins also fails to indicate that she has utilized this process prior to bringing these concerns to the Commission.

### **Manipulation of Trouble Report Data**

33. Mr. Reid (Page 10) suggests that Ameritech is intentionally manipulating trouble report data by "marking it NTF, or 'no trouble found'" when nothing has been done to repair the trouble. Ms. Hankins also states that Ameritech "closes many of the trouble tickets ... citing 'no trouble found'" and that customers report that the service has been restored.
34. However, neither provides specific examples by which Ameritech can perform appropriate investigation. The actions they are alleging would be clearly against Ameritech's policy. In fact, all LOC employees are required to abide by our Code of Business Conduct, which specifically prohibits, among other things the "deliberate

misrepresentations of facts, assets or records in order to deceive someone who relies on the representation.” This information is covered with each employee annually, and an employee who fails to comply is subject to disciplinary action up to and including dismissal.

35. Mr. Reid also states (Page 11) that Ameritech will actually dispatch a technician to the customer premise and “report back that they couldn’t gain access, leave, and close the trouble ticket.” Not only is this also covered by the above mentioned Code of Business Conduct, it is unreasonable to think that Ameritech would engage in business practices which foolishly waste company resources. In the example stated by Mr. Reid, Ameritech would be required to dispatch a technician twice, thus incurring twice the cost, for a single trouble report simply to “manipulate data.” Just as Mr. Reid states that “LDMI is not in the business of reporting problems that don’t exist,” Ameritech is not in the business of dispatching technicians with no intent of resolving a trouble.

#### **CHECKLIST ITEM 4 – UNBUNDLED LOOPS-HOT CUTS**

##### **CHC Process Improvements**

36. In his affidavit, Mr. Mark Van De Water of AT&T made several assertions regarding the "Hot Cut" process. In one of those assertions Mr. Van De Water claimed that, "Ameritech has yet to fully implement the agreed-to process." I want to assure the Commission that Mr. Van De Water is incorrect in this assertion. Ameritech does have a process for provisioning Unbundled Loops and does have a Coordinated Hot Cut (“CHC”) process. Information concerning loop provisioning is located on CLEC Online in the Unbundled Loop section for Provisioning and Maintenance Procedures.

Specific to the CHC process, Ameritech engaged in numerous discussions over the past year with CLECs, including AT&T. Mr. Van De Water was apparently not a participant in these discussions or their resulting agreements. However, AT&T was represented in these discussions by Mr. Scott Finney. Much of last year's collaborative efforts focused on the development and implementation of the CHC process that is now in place. The July 26, 2000 Accessible letter that announced the implementation of the agreed upon process and documented the developed process was CLECAM00-073. The process was effective September 11, 2000. Therefore, contrary to Mr. Van De Water's claim, in his paragraph 7, the CHC process has been documented, published and implemented.

37. The December 27, 2000 Joint Progress Report filed in Case U-12320, submitted by the CLEC participants and Ameritech, documents the overall scope of the CHC process (See Attachment 8 to the Joint Progress Report). AT&T's claim that the CHC process has not been implemented is frivolous because, when the U-12320 Joint Progress Report was filed on December 27, the collaborated CHC process had been implemented for more than three months. Of course, Ameritech has been providing unbundled loops since 1995 and has always had a coordinated process.

38. Mr. Van De Water would also have the Commission believe that Ameritech has been lax in implementing both the Dial Tone ("DT")/Automatic Number Identification ("ANI") testing on "Due Date Minus 2" ("DD-2") and the Frame Due Time ("FDT") processes. Mr. Van De Water is again mistaken in his opinion. Paragraphs 1 – 3 of Joint Progress Report filed in Case U-12320, clearly state that the parties agreed to enter into further collaboration to define the new DT/ANI DD-2 testing routine. Paragraph 6 of the Joint Progress also states that the parties intended to further refine

and implement a new “non-coordinated” frame due time hot cut process. These additional hot cut collaborative discussions took place, and resulted in further agreements. The parties, including AT&T, filed a supplement to the Joint Progress Report on March 27, 2001. The Supplemental Joint Progress Report states that, "In the Joint Progress Report the parties agreed to engage in further collaborative discussions to define routine processes for conducting dial tone ('DT') and automatic number identification ('ANI') testing two days prior to the scheduled due date, and to implement a 'non-coordinated' frame due time ('FDT') hot cut process." So as of March 27, 2001 Mr. Van De Water's company agreed that further collaborative efforts would be necessary to complete the definition of the processes for DT/ANI Testing on DD-2 as well as the processes for FDT.

39. Furthermore, Mr. Van De Water's statement that, "Certain of these items are not slated for implementation until August of 2001" is misleading. In fact, the August 2001 implementation date only applies to DT/ANI Testing on DD-2 as agreed to by the CLECs and Ameritech in the Supplemental Joint Progress Report in Case U-12320. According to the Supplemental Joint Progress Report in Case U-12320, the schedule for the roll out of the DT/ANI Testing on DD-2 was to be as follows:

"The parties have agreed to the following schedule to implement these changes. Because this process requires web site development and systems enhancements, Ameritech will review this process at the May 2001 CLEC User Forum and announce its intention to deploy a friendly user trial. The friendly user trial will begin on June 1, 2001 and will conclude on July 9, 2001...During July the results of the friendly user trial will be shared and discussed with the multi-state collaborative, methods and procedures will be finalized and internal training will be conducted. The mechanized process will be fully deployed by August 1, 2001.<sup>2</sup>"

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<sup>2</sup> Although dates for the friendly user trial were agreed to, Ameritech later agreed to extend the trial to July 24 in a joint decision with the test CLECs.

40. AT&T agreed to this schedule and, therefore, Mr. Van De Water's implied assertion that Ameritech has not met an agreed to commitment is completely without merit.
41. Another misleading assertion made by Mr. Van De Water relates to the FDT process. Mr. Van De Water states that, "Ameritech just began to implement a non-coordinated 'frame due time' hot cut process on June 18, 2001." However, Mr. Van De Water fails to point out that AT&T agreed to that date in the March 27, 2001 Supplemental Joint Progress Report. His choice of wording would lead one to believe that Ameritech was dragging its feet in implementing the FDT process.
42. In fact, the Supplemental Joint Progress Report stated the following:
- "The parties have agreed to the following schedule to implement these changes. Because this process requires web site development and systems enhancements, Ameritech will review this process at the April 2001 CLEC User Forum and announce its intention to deploy a friendly user trial. The friendly user trial will begin on April 30, 2001 and will conclude on May 16, 2001...During the following 30 days the results of the friendly user trial will be shared and discussed with the collaborative, methods and procedures will be finalized and internal training will be conducted. The process will be fully deployed by June 18, 2001."
43. Mr. Van De Water's implied assertion that Ameritech arbitrarily chose the June 18, 2001 date for implementation of the FDT process is clearly in error.
44. Another inaccuracy in Mr. Van De Water's comments is in regard to whether Ameritech has the right to charge for the DD-2 testing on an optional basis. In fact, Mr. Van De Water states that, "This would be a blatant violation of the OSS settlement." Mr. Van De Water is clearly mistaken with regard to this issue. It is true that Ameritech will provide a DT/ANI Test on DD-2 and on DD at no charge to the CLEC. If, however, a CLEC requires a subsequent test, Ameritech does have a process that provides for an optional DT and ANI test at a charge to the CLEC. I

believe that Mr. Van De Water did not understand my use of the word “optional” in my original affidavit.

**CHC Provisioning**

45. Mr. Van De Water also claims, without factual support, that, "Ameritech has yet to demonstrate that it can timely, accurately and reliably provision UNE Loop hot cuts on a reasonable, commercial basis." (Page 5) Clearly, Mr. Van De Water is mistaken in this opinion. The various parts of Ameritech’s Coordinated Hot Cut Process noted above, as the Commission knows, are being measured by several Performance Measures which are reported monthly. The data for these measures, shown below, show excellent results for Michigan.

<b>PM</b>	<b>April, 2001</b>	<b>May, 2001</b>	<b>June, 2001</b>
114 – Percentage Premature Disconnects (Coordinated Cutovers) – LNP W/Loop (Benchmark: <2%)	0.22%	0.08%	0.06%
114.1 – CHC LNP w/ Loop Provisioning Interval (< 10 lines) (Benchmark: 90% within 1 Hour)	96.56%	97.31%	97.06%
114.1 – CHC LNP w/ Loop Provisioning Interval (10 - 24 Lines) (Benchmark: 90% within 2 Hours)	100.00%	96.30%	100.00%
115 – Percentage of AIT Caused Delayed Coordinated Cutovers – LNP W/Loop (>30 Minutes) (Benchmark: <=8%)	0.00%	0.00%	0.00%
115 – Percentage of AIT Caused Delayed Coordinated Cutovers – LNP W/Loop (>60 Minutes) (Benchmark: <=2%)	0.00%	0.0%	0.00%
115 – Percentage of AIT Caused Delayed Coordinated Cutovers – LNP W/Loop (>120 Minutes) (Benchmark: <=1%)	0.00%	0.00%	0.00%

46. Ameritech has clearly defined procedures to enable a CLEC to change the scheduled date for a loop cut-over. However, Mr. Fowler contends that, "SBC also routinely fails to properly execute supplemental change order dates, such that when a new McLeodUSA customer seeks to change its cut-over date from SBC to a new date, SBC fails to recognize the change and cuts the customer's service on the original cut-over date." Unfortunately, Mr. Fowler does not provide any specific examples of supplemental due date changes that were missed by Ameritech. I would propose,

however, that Mr. Fowler's lack of specificity may be due to the time frames involved in McLeodUSA's submission of the end user's requested new due date to Ameritech as well as McLeodUSA's penchant for circumventing documented processes.

47. Per the CLEC Online Web site

[https://clec.sbc.com/hb/content.cfm?regionandstate\\_id=614^2](https://clec.sbc.com/hb/content.cfm?regionandstate_id=614^2), six scenarios apply to a change in due date for the CLEC end user. Each of these scenarios define in detail what is required of the CLEC to insure that the due date is changed before the conversion begins. For example, scenario one describes what actions are required in the following situation: "The situation has developed during business hours where the CLEC must facilitate a due date delay/cancellation. CLEC notifies SBC at a minimum of four hours prior to end of business day of the due date, or four hours prior to DFDT (Desired Frame Due Time) of the due date during business hours. End user has service with SBC, and no cut-over activities have begun by either company." In this situation, the CLEC Online Web Site tells the CLEC that "The CLEC must notify SBC and send a supplemental LSR reflecting this change. SBC must receive this supplemental LSR no later than four business hours prior to end of business day of the due date, or four hours prior to DFDT (Desired Frame Due Time) of the due date during business hours. SBC will facilitate a delay of due date/cancellation for the disconnecting service order(s). No charges apply to this change."

The remaining 5 scenarios are also described in detail on the CLEC Online Website and include all actions and timelines required for the CLEC to insure timely processing of the due date change request.

48. Mr. Fowler does not state whether he and McLeodUSA have been following either of the above processes, but merely tells us that the problem is "Solely the fault of SBC."

As with other Ameritech processes, the documented scenarios were designed to facilitate the timely and accurate conversion of an end user from Ameritech provided service to a CLEC provided service. I would propose, therefore, that Mr. Fowler and McLeodUSA take advantage of the above mentioned processes in order to avoid the kinds of problems that Mr. Fowler attributes to Ameritech.

49. Mr. Michael Batts of XO asserts that Ameritech's LOC personnel have provided erroneous information to XO regarding the completeness of a customer conversion. He states that "During a recent conversion of an Ameritech customer to XO service, XO received confirmation from Ameritech's Local Operations Center ('LOC') that it had completed all of its necessary work" when, in fact, the translations work was incomplete. The LOC process calls for translations to be removed 2 hours after the CLEC is notified that their CHC or Non-CHC orders has been successfully completed. However, in the case that there is a problem and the CLEC needs to have translations released on or after the due date, a call into the LOC will insure immediate release of the translations provided that there is a valid LNP service order. Yet in all cases, in April of 2000, Ameritech implemented 10 digit triggers. With this implementation, it is not necessary for translations for the LNP order to be released in order to route calls to the CLEC's switch. When the activate message is sent by the CLEC, causing the number to "port" to the CLEC switch, all future calls are routed to the CLEC. Cases where the 10 digit trigger is not set on these orders would be the exception, occurring rarely.

## **CONCLUSION**

50. In this Reply Affidavit, I have responded to the OSS and unbundled loop cut-over issues raised in the June 29 CLEC comments. I have also clarified issues raised by

CLEC comments in order to alleviate any misconceptions that the CLEC comments may have caused. Based on these responses, the Commission should see that Ameritech is providing CLECs service at a level that allows them a meaningful opportunity to compete in Michigan.