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 the federal Telecommunications Act of 1996.	))))	MPSC CASE NO. U-12320

AFFIDAVIT OF MARK D. VAN DE WATER

STATE OF ARIZONA)
) s.s.
COUNTY OF MARICOPA)

The undersigned, being of lawful age and duly sworn on oath, hereby certifies, deposes and states the following:

I have caused to be prepared the attached written testimony in support of AT&T Communications of Michigan, Inc. in the above referenced docket. This testimony is true and correct to the best of my knowledge, information, and belief.

Further Affiant sayeth not.

Mark D. Van de Water, Affiant

Subscribed and Sworn to before me
this 21ST day of June, 2001.

Notary Public

OFFICIAL SEAL
A. L. MIRANDA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 14, 2003

S T A T E O F M I C H I G A N

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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

AFFIDAVIT OF MARK VAN DE WATER

ON BEHALF OF

AT&T COMMUNICATIONS OF MICHIGAN, INC. AND TCG DETROIT

JUNE 29, 2001

1. My name is Mark Van de Water. I am employed with AT&T as District Manager—Performance Management for AT&T's Local Services and Access Management Organization. In that position, I have responsibility for negotiating and implementing OSS requirements and interfaces and for resolving operational issues for AT&T Local Services. In particular, I have been actively involved with Ameritech's personnel since March 2001 in process related issues for Ameritech's hot cut related data. I have regularly monitored data and developments concerning Ameritech's provisioning of AT&T's orders for hot cut loops. I have participated in weekly conference calls with Ameritech personnel to discuss hot cut provisioning issues, and I have continued to monitor hot cut performance with Ameritech. Most recently, in April of the year, I received my Masters in Organizational Management from the University of Phoenix. I will respond to Ameritech's claims, found in the statement of Mr. Justin Brown, concerning Ameritech's provisioning of unbundled loops to CLECs.

I. Introduction and Summary

2. AT&T is using what is referred to as the "UNE-Loop" entry strategy to serve small-to-medium business customers in Michigan and in other states in the Ameritech region. UNE-Loop (or "UNE-L") involves the purchase of a loop from Ameritech and the "cutover" of that loop to transport and switching facilities of AT&T. The cutover or "hot cut" process, as it is commonly called, makes it possible to transfer a customer's service from Ameritech to a competitive local exchange carrier ("CLEC") and allows the customer to retain its existing telephone number and any hard-wired facilities used by the Ameritech central office serving the customer.

3. Generally, for an existing Ameritech customer switching service to a CLEC, the process involves two separate changes that must be made at approximately the same time: (1) the manual transfer of the customer's loop such that it terminates on the CLEC's switch rather than at Ameritech's switch (the loop cut); and (2) the software changes to permit the appropriate routing of inbound calls to the end user based upon the end user's existing telephone number and the disconnection of the Ameritech switch translations (together, the porting of the telephone number). Obviously, hot cuts require significant coordination between AT&T and Ameritech and failsafe process and procedures. Without such processes and procedures the customer's service is put at risk and the competitor is harmed.

4. Up until recently, Ameritech failed to follow any uniform process in provisioning unbundled loops to its competitors. In fact, no reliable written process or procedures existed. This lack of process caused numerous problems.

5. Because of these problems, AT&T and other CLECs raised the hot cut issue in the context of the regional OSS collaboratives, which began in November of 1999. In November of 2000, Ameritech entered into a written settlement with the CLECs by which it agreed to work with the CLECs to finalize a written hot cut process that included, among other things, end-to-end testing of the cut on the due date.

6. Although the November 2000 settlement did not finalize each and every aspect of the hot process, it did provide terms regarding: (i) the manner and timing of Ameritech's testing of the hot cut before cutover (what is described below as dial tone/ANI test), (ii) the timing of the notice Ameritech would give CLECs if a problem is found during testing of a coordinated hot cut, and (iii) Ameritech committed to

implement what is referred to as a non-coordinated "frame due time" hot cut process after collaboration with the regional CLECs.

7. Although several months later, Ameritech collaboration with the CLECs, Ameritech finalized its hot cut process (and provided CLECs detailed flow charts describing that process), Ameritech has yet to fully implement the agreed-to process. In fact, the statement of Ameritech's Mr. Justin Brown indicates that Ameritech has not fully implemented even the terms of the process that were agreed to in November of 2000. Certain of these items are not slated for implementation until August of 2001. This is a major disappointment since the CLEC community believed that Ameritech was to implement the terms of the hot cuts settlement upon its signing – i.e., in November of 2000. In addition, Ameritech just began to implement a non-coordinated "frame due time" hot cut process on June 18, 2001.

8. It is my understanding that Ameritech is legally required to provide AT&T with UNE Loop hot cuts. Pursuant to the Federal Telecommunications Act of 1996, prior to obtaining any relief under Section 271, Ameritech must show that it provides nondiscriminatory access to unbundled loops and to number portability on terms and conditions that are just and reasonable. 47 U.S.C. §§ 251(c)(3); 271(c)(2)(B)(iv),(xi). In its Bell Atlantic Order,[1] the Federal Communications Commission ("FCC") made clear that a Bell Operating Company ("BOC") must demonstrate that "it provisions hot cuts in sufficient quantities, at an acceptable level of quality, and with a minimum of service disruption, thereby offering competitors a meaningful opportunity to compete in the local

[1] In the Matter of 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, CC Docket No. 99-295, Memorandum Opinion and Order, FCC 99-285 (rel. Dec. 22, 1999)(hereafter "Bell Atlantic").

exchange market." Id. at ¶ 291.[2] The FCC has also made clear that a BOC must provide both coordinated and non-coordinated frame due time hot cuts (the differences of which I describe below).

9. Ameritech has yet to demonstrate that it can timely, accurately and reliably provision UNE Loop hot cuts on a reasonable, commercial basis. The fact that Ameritech has yet to implement fully the hot cut processes that it describes in its statements can only lead to one conclusion: Ameritech has not yet met its obligations to provide carriers non-discriminatory access to unbundled loops and there certainly is no evidence that Ameritech consistently follows any coordinated/frame due time hot cut processes. AT&T looks forward to providing the Commission with data and information concerning Ameritech's provisioning of UNE loops as Ameritech begins to implement the hot cut processes described in its testimony.

II. What is a Hot Cut and Why is It Important?

What is a Hot Cut?

10. A hot cut is the conversion of live telephone exchange service to unbundled loops. In other words, a hot cut is the conversion of an end-user customer's local service from Ameritech to a CLEC, where the CLEC is providing service over an unbundled loop leased from Ameritech and over other facilities (e.g., switching and transport) provided by the CLEC.

11. There are two types of hot cuts: coordinated and frame due time hot cuts.

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[2] The FCC has articulated a similar standard for UNE Loop hot cuts in prior orders, holding that a BOC "must demonstrate that it can coordinate number portability with loop cutovers in a reasonable amount of time and with minimum service disruption." In the Matter of Application of BellSouth Corporation, et al. for Provision of In-Region, InterLATA Services in Louisiana, CC Docket No. 98-121, Memorandum Opinion and Order, FCC 98-271 (rel. Oct. 13, 1998)(hereafter "Louisiana II"), ¶ 279.

12. A coordinated hot cut ("CHC") is the synchronized provisioning of an unbundled local loop and the porting of its associated telephone number. The procedure, broadly described, refers to the two separate processes that must be undertaken – coordinated -- to transfer the loop and to port the number successfully. First, the loop must be physically disconnected from Ameritech's Main Distribution Frame ("MDF"), and connected to the appropriate cable pair that will serve the customer migrating to the CLEC. Second, software changes are forwarded to the Number Portability Administration Center ("NPAC") to permit the appropriate routing of calls using the customer's existing telephone number**.** The NPAC number portability databases are used to coordinate and disseminate routing information needed for porting telephone numbers from supplier to supplier. The cutover of the loop and the loading of the software changes into the number portability database must be properly coordinated. The transfer of the loop and software changes must take place at the same time to minimize service disruption to the customer.

13. The loop cutover process requires appropriate coordination between Ameritech and AT&T. Once the loop has been transferred from Ameritech's MDF to connect with AT&T's facilities, Ameritech's Local Operations Center ("LOC") telephones AT&T's provisioning centers with notification that the cut-over has occurred. AT&T then informs the NPAC to activate the software with the service provider and call routing information for inclusion in the LNP databases. Information contained in these databases are used to route calls to the appropriate ILEC or CLEC switch. If these steps are not completed at the appropriate time, or in the appropriate order, the customer can experience a total loss of service, or be unable to receive incoming calls.

14. Given that an improperly executed hot cut can result in the partial or complete loss of service, it is imperative that Ameritech and AT&T have a clear understanding of the process flow for hot cuts.

15. As noted, this has not always been the case. In fact, AT&T requested that Ameritech provide written methods and procedures for coordinated hot cuts as far back as April 1999. The need for a detailed hot cut procedure has also been raised by AT&T and other CLECs in the context of the state OSS collaboratives that took place under the auspices of the commissions in Michigan, Wisconsin, Ohio, Indiana, and Illinois.

16. In addition to "coordinated" hot cuts, there is also what is referred to as a "non-coordinated" or "frame due time" hot cuts. A "frame due time" is the requested cutover time that is negotiated between the CLEC and Ameritech. A frame due time hot cut requires both the CLEC and Ameritech to do the necessary work at pre-arranged times. Because the time of the cutover is pre-established (and is firm), in a frame due time cut no communications between the companies is required at the time of the hot cut.

17. In a frame due time procedure, the time of the cutover is designated in the ordering process. The CLEC provides an order to Ameritech with the frame due time, and Ameritech returns a firm order commitment ("FOC") to the CLEC. The FOC indicates that the order was received by Ameritech, that it is valid, and should provide the due date for the completion of the order. If the CLEC indicated a frame due time in its order, Ameritech would also provide a frame due time in the FOC.

18. In contrast, in order to manage Ameritech's *coordinated* hot cut process, Ameritech requires each CLEC to fax a list of loops to be cutover on the day before the due date of the order. Ameritech uses this list to schedule technicians to perform the

cutovers the following day. Then, throughout the due date, CLECs must call Ameritech to initiate the cutovers for each and every order scheduled for that day. CLECs and Ameritech must maintain this high level of coordination to minimize customer downtime during the cutover procedures.

19. AT&T has found that this cut list is a cause of many operational problems. Not only does the CLEC need to staff its service centers to respond to this list, but the list itself engenders another layer of confusion into the process. Indeed, SWBT, Ameritech's sister company, does not utilize this cut sheet. Instead, the CLEC ordering loops in SWBT service territories can rely upon the due date and cut time provided in the FOC. Ameritech should do the same. In practice the CLEC is providing one order to Ameritech's LSC and then another order to Ameritech's LOC (its provisioning organization) in the form of the cut sheet. However, so long as Ameritech's LSC and LOC organizations are communicating with each other, the cut sheet should not be necessary.

20. In order to avoid the significant employee resources and time associated with coordinated cutovers, CLECs desire the option of using non-coordinated frame due time cutovers. Most RBOCs, other than Ameritech, have provided such cutovers for years. Only since June 18, 2001 has Ameritech begun to accept frame due time orders.

21. I would note that because the frame due time hot cut does not necessitate any communications between AT&T and Ameritech during the cutover, it is all the more essential that the parties establish tight, reliable and written process and procedures for executing such cuts. As the hot cut processes becomes more mature and reliable, AT&T wants the option of using either the coordinated or frame due time hot cut process. If

AT&T is to enter the market in large volumes, then a reliable frame due time process, which does not necessitate as much manual coordination between Ameritech and AT&T as a coordinated cut, would be the better entry alternative.

Importance of UNE Loop Entry

22. AT&T uses UNE loops to provision its local service to small and medium-size business customers in this region through a combination of its own facilities and unbundled loops from Ameritech. AT&T has invested heavily in facilities (i.e., it own switching and transmission facilities) and infrastructure to serve this segment of the market. In order to make use of these facilities to offer the high-quality service that these business customers demand, AT&T must have consistent, reliable and accurate loop provisioning from Ameritech so that AT&T can seamlessly transfer large numbers of customers to AT&T's service.

23. As I explained above, if the hot cut steps are not completed at the appropriate time, or in the appropriate order, the customer can experience a total loss of service, or be unable to receive incoming calls. The viability of the UNE-L strategy is dependent upon Ameritech's ability to perform hot cuts in a timely and accurate fashion. If a customer experiences loss of service when transferring its service to AT&T, the resulting damage to AT&T's reputation is severe. In the still forming local service market good first impressions with customers are essential, and a poorly working hot cut process raises the likelihood that the first impression will be a negative one from the customer's standpoint. Obviously, AT&T is unwilling to enter a market at large volumes and thereby put its market reputation at risk when it has little confidence in the hot cut process.

III. Background to Ameritech's Hot Cut Process

24. In February of 1999, AT&T began ordering UNE loops with LNP from Ameritech through our Mesa, Arizona center. Since that time, problems have occurred in the provisioning of the UNE-Loop/LNP orders submitted by AT&T to Ameritech. These include:

- Premature disconnects by Ameritech erroneously performed prior to the requested and confirmed cut-over time, resulting in customer down time;
- "Blind" FOCs (with due dates) returned to AT&T before Ameritech has confirmed that the requested loop facilities are actually available; and
- Ameritech-provisioned loops that are defective for various reasons.

25. Premature cuts by Ameritech have a devastating customer impact because they put the customer out of service. In instances when disconnect orders are processed *prior* to the reconnection, a customer's Ameritech local service is cut off while its AT&T local service has yet to be activated. If the customer calls AT&T to complain of this problem, AT&T cannot help the customer, since the customer's service has yet to be cutover to AT&T. If the customer calls Ameritech to complain of this problem, Ameritech tells the customer that his service had been disconnected based on an order placed by AT&T. In other words, the customer is offered no resolution or even accurate information about the problem and is likely to blame AT&T.

26. Another significant process problem that surfaced is Ameritech's use of "blind" FOCs. As noted, FOCs include the due date for a particular loop order. Blind FOCs are FOCs sent by Ameritech before Ameritech has confirmed whether the requested loop facilities are in fact available and, if not, investigated when they will

become available. If Ameritech later determines (i.e., after the FOC is sent) that the requested facilities do not exist, or that additional work needs to be done to make the facilities available, only then does Ameritech notify AT&T of the change in schedule. The FOC is "blind" in the sense that Ameritech is blindly providing a due date for a requested loop absent knowledge of whether the loop is available, or whether additional work needs to be done to make the facility available (and if so when such work could be completed).

27. In many instances, Ameritech has selected to deploy integrated digital loop carrier systems ("IDLCs") to provision local loops. To unbundle loops provisioned over IDLCs, the service must be moved onto "spare" copper facilities, or, where no spare facilities are available, new facilities must be deployed. Both of these alternatives may involve significant delays in provisioning unbundled loops.

28. Before November of 2000, Ameritech did not notify AT&T of facilities-availability issues until, at best, twenty-four hours before the originally scheduled due date. In many instances this information was not communicated until the actual due date. In other words, Ameritech would send AT&T a FOC for a particular loop order, along with a scheduled due date, before it ever investigated whether the loop is available, or whether additional work needed to be done to make the loop available. Then, only twenty-four hours before the due date, did Ameritech inform AT&T that extra work was required to make a particular customer's loop available and provides AT&T a new due date. AT&T was then forced to contact its customer on or immediately prior to the expected due date to arrange for a new due date. This is not the good first impression AT&T endeavors to make with its customers.

29. AT&T and other CLECs raised these same problems in the context of the regional OSS collaboratives. In November of 2000, the parties came to agreement just before a hearing was to begin in Madison, Wisconsin. That agreement was eventually filed in Michigan Case No. U-12320 on December 27, 2000 as the Joint Report of the Participants Regarding Resolved OSS Enhancements and Process Improvements ("Joint Report"). In regard to hot cuts, that agreement provides that:

(1) Ameritech will provide CLECs notice of a facilities modification problem within 24 hours of the FOC and a description and quote for the needed work within 72 hours of the FOC;

(2) Ameritech will conduct dial tone/ANI testing of the cut on the day of the cut, as a matter of course at no charge;

(3) In addition, for CLECs who desire it, Ameritech will also conduct a dial tone/ANI test two days before the cut at no additional charge;

(4) Ameritech will conduct an additional dial tone/ANI test (beyond those noted above) if requested by a CLEC for an additional charge;[3]

(5) Ameritech was to enter into collaboratives to address the timing of notice if a dial tone/ANI test fails on DD-2 due to a CLEC trouble. Eventually, the parties agreed that Ameritech would provide to the CLECs notice of a failed dial tone ANI test on an expedited basis, but no later than 10:00 a.m. on DD-1; and

[3] I note that Ameritech has yet to identify the amount of this charge, nor does its statements in this case. Before the Commission can "sign off" on Ameritech's hot cut process, it must know the amount of this charge.

(6) Ameritech will test and implement a "non-coordinated" frame due time hot cut process and will collaborate with the CLEC to finalize such a process. Ameritech published, via Accessibility Letter, a written process on May 22,2001.

30. After signing the November 2000, settlement, the parties collaborated in hopes of finalizing a final, written coordinated hot cut process. After several further collaborative meetings, several months later, the parties eventually came to agreement on a written coordinated hot cut process in early 2001.

31. I mention above the use of the so-called dial tone/ANI test. This test is essential to avoid most of the common problems associated with hot cuts that result in customer downtime. AT&T has experienced problems with the loops provided by Ameritech (e.g., defective switching translations, no dial tone and/or wiring) after the cutover takes place. The effect of these problems is that the customer is either out of service or suffers degraded service. AT&T has also had difficulties getting Ameritech to address these problems once they occur. In order to alleviate these problems, Ameritech committed to perform pre-cut-over testing 48 hours prior to the scheduled cut time and on the cut date itself (due date minus 2 or DD-2) – both at no charge to the CLEC. Ameritech's Mr. Brown states there is a charge for DD-2 testing (Brown, at 30).[4] I certainly hope this is not the case as it would be a blatant violation of the OSS settlement, which provides that: "Ameritech will not charge CLECs for dial tone/ANI testing if done on a routine basis on DD-2 and/or on the date of the cut." Joint Report, at 21.

32. In any event, the dial tone/ANI testing procedures are designed to identify potential technical problems with a hot cut and allow sufficient time for Ameritech and/or

[4] I should note that my references to Ameritech's statements are to page numbers, not paragraphs.

AT&T to resolve the problem in a timely manner or to reschedule the cut. Specifically, Ameritech is to lay in jumper cables between the CFA appearance on the Intermediate Distribution Frame ("IDF") or the MDF and the IDF/MDF appearance on the cable pair assigned to the unbundled loop order at least 48 hours prior to the due date. Once the jumpers are laid, Ameritech is to perform an Automatic Number Identification ("ANI") test to verify the number assigned by AT&T (ANI test). This testing is to be performed using the jumpers between the cable pair's IDF/MDF appearance and the CFA to assure continuity of service (the connectivity test).

IV. Ameritech Has Not Followed Its Agreed-to Hot Cut Processes

33. As noted, as far back as November of 2000, Ameritech agreed to make certain revisions to its coordinated hot cut process.

34. Despite these agreements, it has become clear that Ameritech has not implemented that coordinated hot cut process. Between March 20 and March 22, 2001 (four months after the November 2000 settlement) KPMG, the independent third-part test administrator, observed 18 hot cuts in four Ameritech Michigan central offices. As reported by KPMG, in each case, the Ameritech technician failed to conduct **any of the activities** required by the new written hot cut process. Specifically, on each and every hot cut observed, the Ameritech technicians failed to conduct ANI tests, failed to conduct dial tone tests, and failed to advance the jumpers in the manner specified by the agreed-to process. AT&T finds this observation appalling. At the very least, it demonstrates how callously Ameritech apparently has treated its obligations pursuant to the OSS settlement. While KPMG has now indicated that Ameritech's technicians appear to be testing loops in accordance with its process, this observation demonstrates the need to conduct further

factual investigation before accepting at face value Ameritech's claims concerning its loop provisioning performance.

35. AT&T's own experience confirms KPMG's observation. In fact, after November 2000, AT&T continued and still continues to this day to experience the same types of problems that should have been eliminated with the advent of dial tone/ANI testing. For example, customers are still being ported without dial tone. If Ameritech has conducted a dial tone/ANI test, as it has been obligated to do since November of 2000, these problems would not be occurring. Thus, I seriously question whether Ameritech is consistently following its coordinated hot cut process. AT&T is continuing to track these problems and, as the third-party test continues, will supply its data to the Commission. Additionally, AT&T notes that is *not* receiving notice of problems with the dial tone/ANI test in the timeframes agreed to by the parties and identified by Mr. Brown. Mr. Brown advises that: "If all validations provide the required/accurate info, the central office technician proceeds with the cut. If the validations identify problems, the cut does not proceed." (Brown, at 29.) However, it is still AT&T's experience that Ameritech only advises us of a problem with the dial tone ANI test cut after the cut is complete. We will continue to monitor Ameritech's performance.

36. In addition, Ameritech is not meeting its commitment to provide CLECs with notice of a facilities modification problem within 24 hours of the FOC, as Mr. Brown claims. As noted, prior to the implementation of Ameritech's so-called Facilities Modification Policy ("FMOD"), Ameritech would notify AT&T of required additional work on the day of the cut – thereby giving AT&T little time to inform its customer of the problem and engage in customer care. However, since the implementation of the

FMOD process, Ameritech's timeliness of the identification and notification of problems has improved, but remains spotty at best. In fact, 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 (on the cut sheet Ameritech returns to AT&T). Thus, AT&T was informed of these problems just hours before it was prepared to cut a customer's service over to AT&T. For none of these orders did Ameritech follow the FMOD process – Ameritech did not provide notice of the problem with 24 hours of the FOC, nor did it provide additional information within 72 hours of the FOC on "what type of complex modification will be required, an estimated completion date for the work, whether any charges may be applicable, or if the requested service is in a new area where no telecommunications system currently exist," as claimed by Mr. Brown. (Brown, at 25.)

37. Mr. Brown further claims that in an IDLC situation, Ameritech provides CLECs advance notification of conversion issues, e.g. IDLC notification provided DD-2. (Brown, at 29.) Again, this is not AT&T's experience. For the week of June 11, 2001, AT&T identified ten orders that Ameritech identified as requiring additional work (e.g. IDLC situations, cable pair problems etc.). For all of these orders, Ameritech never gave AT&T notice of a problem prior to the cutover date.

38. AT&T also questions why Ameritech has taken so long to fulfill its commitment made in November 2000. For example, Mr. Brown indicates in his statement that Ameritech will not fully deploy DD-2 dial tone/ANI testing until August of 2001. Yet, as noted, Ameritech agreed to provide DD-2 testing, for those carriers requesting it, in November of 2000. Ameritech has no basis to delay providing such

testing. The November 2000 agreement clearly provides that this option was to be made available immediately, not eight months later.

39. I would stress that DD-2 dial tone/ANI testing is extremely important if Ameritech is to offer a hot cut process that allows for seamless customer transfers. By conducting testing on DD-2, and providing prompt notice of any CLEC problems to the CLEC, Ameritech will be providing the CLECs and itself the time necessary to correct any problems discovered in testing well *before* the customers due date. Thus, this advanced testing allows both Ameritech and the CLECs the time to fix a problem and preserve the customer's original due date. Otherwise, in the past, Ameritech (when conducting testing on the due date) would cancel the cut on the due date and force the CLEC to resubmit the order and begin the process anew. Thus, the Commission should await Ameritech's implementation of DD-2 testing (and KPMG's testing of and commercial experience with that process) before it makes any determination concerning Ameritech's provisioning of UNE loops.

40. Mr. Brown also indicates that Ameritech has scheduled to support frame due time hot cuts in August of 2001 following completion of a friendly user trial. As this process has just been put into practice, and AT&T has not trialed this porting method with Ameritech, I have little comment on this frame due time process. As I noted above, the availability of a reliable frame due time cutover process is an essential precursor for widespread market entry. AT&T plans on using that process once it

becomes available and will provide the Commission with relevant information and data after that time.[5]

V. Conclusions

41. Ameritech has *not yet* put in place all the portions of its coordinated hot cut process; and it has just begun to provide frame due time hot cuts, a pre-requisite to 271 approval according to the FCC. Thus, Ameritech has provided no evidence that it is provisioning loops "in sufficient quantities, at an acceptable level of quality, and with a minimum of service disruption, thereby offering competitors a meaningful opportunity to compete in the local exchange market," as required by the FCC. The Commission should continue to monitor Ameritech's performance in provisioning unbundled loops and it should continue to accept information provided by KPMG and CLEC commercial experience. Until the Commission is armed with all this information, and Ameritech's hot cut processes are put to the test by KPMG and in the market, the Commission cannot come to any conclusions concerning Ameritech's provisioning of UNE loops.

42. This concludes my affidavit.

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[5] In the Texas 271 Order, the FCC found that "[p]roblems . . . remain with respect to FDT hot cut service disruptions, and therefore we do not find that SWBT provisions hot cut loops through the FDT process in accordance with the requirements of checklist item 4." Texas 271 Order, ¶ 261. Thus, the FCC stressed that "it is only through the CHC process that SWBT is able to provision unbundled hot cut loops in accordance with the requirements of checklist item 4." Id.