

by Brooks Fiber and Ameritech Michigan in the monthly joint operations meetings.

21. In addition to monthly joint operations meetings, Ameritech also meets with Brooks Fiber on a quarterly basis to address network issues. These quarterly network operations meetings are used to discuss, proactively implement, and update procedures and processes relating to the end office integration and the interconnection agreement between Ameritech and Brooks Fiber. During these quarterly network operations meetings, we have addressed such items as forecasting, augmenting trunk groups, establishing new trunk group types, and development of a joint operations plan.

22. Attached to this affidavit as Schedule 6 is an agenda and attendance list for the April 17, 1997 network operations meeting. This document provides more detailed information regarding the nature and scope of issues addressed between Brooks Fiber and Ameritech in the quarterly network operations meetings.

23. Ameritech's account management and service management team also arranges for other meetings with Brooks Fiber on an as-needed basis. For example, on Friday, June 20, 1997, Ms. Heltsley and Rick Dishman, Ameritech's customer implementation manager who has responsibility for AII's information technology (IT) implementation for Brooks Fiber, met with Brooks Fiber's IT personnel in Grand Rapids to address issues relating to IT interface applications and to establish Brooks Fiber's priorities and a time line for each requested application.

24. Ameritech's account management and service management team also conducts special projects with Brooks Fiber as issues arise.

25. In addition to the day-to-day interaction with Brooks Fiber representatives, the quarterly and monthly operational meetings, and our role in interfacing with other

groups in Ameritech, the interconnection agreement with Brooks Fiber contains provisions addressing dispute escalation and resolution. See Section 28.19 of the Brooks Fiber interconnection agreement (Volume 1.3 of Ameritech Michigan's May 21, 1997 filing). Since the effective date of the agreement, August 5, 1996, Brooks Fiber has not utilized the dispute escalation and resolution process set forth in the interconnection agreement to resolve any operational or service issues.

26. We have reviewed the comments submitted by Brooks Fiber on June 10, 1997 in this proceeding. The issues raised by Brooks Fiber in its comments relating to operational and service issues have been pursued by Brooks Fiber in the context of the regulatory process, rather than through the ongoing operational and business relationship between the two parties. None of these issues have been addressed by Brooks Fiber using the dispute escalation and resolution process in the interconnection agreement, which would have been the appropriate forum to raise these issues if Brooks Fiber were truly interested in promptly resolving them.

27. The following sections of this affidavit specifically address various issues raised by Brooks Fiber in its June 10, 1997 comments as those issues relate to the account management and service management relationship between Brooks Fiber and Ameritech.

PROVISIONING UNBUNDLED LOOPS

28. Brooks Fiber claims at page 23 of its comments that Ameritech filed false reports regarding its due date performance, and that Ameritech has failed to provide documentation supporting the basis for its calculations. Brooks Fiber also maintains (p. 24) that Ameritech unilaterally assigns new due dates and uses the standard intervals in the

interconnection agreement only for planning purposes. Finally, Brooks Fiber asserts (pp. 24-25) that Ameritech has not permitted it to select due dates using Ameritech's OSS because Brooks Fiber is not a reseller.

29. Brooks Fiber's claim that Ameritech has filed false reports of its due date performance is incorrect. In April 1997, for example, Brooks Fiber claims that Ameritech timely completed only 55% of its orders, whereas Ameritech has reported that it timely completed 96.7% of such orders. In order to discuss efforts to reconcile these provisioning figures, representatives of both companies met on June 11, 1997 in Grand Rapids and agreed to review, as a basis for discussion, a sample (selected solely by Brooks Fiber) of 15 of the 250 orders that Brooks Fiber claimed were not timely provisioned.

30. The joint review was illuminating. Upon review of these 15 orders, the parties together concluded that 11 were orders for which Brooks Fiber had **requested** an extended due date. The parties further found that of the remaining four orders, one involved an Integrated Digital Loop Carrier (IDLC) which, as discussed in the initial affidavit of Theodore Edwards (¶ 87), receives a non-standard interval; two involved incomplete facilities, which also receive non-standard intervals; and one involved a situation in which Brooks Fiber, after submitting the initial order, later supplemented the order to change the address, which restarted the calculation of installation time. Brooks Fiber conceded at the time of the meeting that it had erroneously measured all of these orders against 5-day standard intervals, and that it would reevaluate its reporting processes and definitions. See Schedule 7, June 17, 1997 letter from Ron Cate, Ameritech Service Manager, to Jason DeJongh, Brooks Fiber. See also Schedule 8, a letter dated May 22, 1997 from Warren Mickens of AIIIS to Brooks Fiber addressing this issue. Although Brooks Fiber claims that

Ameritech has not documented the basis for its calculations, Ameritech relies upon the terms of the Brooks Fiber interconnection agreement, which addresses IDLCs and incomplete facilities. See Sections 9.4.4 and 9.4.2, respectively.

31. The parties have continued to review the data necessary to reconcile the differences between Brooks Fiber's figures and Ameritech's figures. At the June 19 operations meeting, Brooks Fiber acknowledged that its originally-reported on-time interval completion for April 1997 should be revised from 55% to at least 78%. However, Ameritech believed that this figure was still too low, and efforts to further reconcile the data continued. See Schedule 8.1, Letter dated June 25, 1997 from AIIS to Brooks Fiber.

32. The reconciliation of all 250 orders for April 1997 that Brooks Fiber claimed were not timely provisioned has recently been completed. This reconciliation was jointly performed by Dawn Parks of Brooks Fiber with Robert Hollis and Kim Hadley of Ameritech. The following paragraphs describe the process and results of that reconciliation.

33. First, on June 20, Brooks Fiber resubmitted 169 orders to the team for reconciliation, amending Brooks Fiber's original reference to 250 orders allegedly missed by Ameritech. Upon further review it was determined that, of the 169 orders submitted, 101 were dated in April, 8 were dated in March, and 60 were dated in May. It was agreed that only the April orders would be reconciled.

34. The 101 April orders included the previously discussed sample of 15 orders, which had already been reconciled, as to which Brooks Fiber had already agreed that they should either not have been included as "missed" orders, or had been missed because of the need for "force and load" assignment due to incomplete facilities. The results of the joint analysis performed on the 101 orders (which are described in the July 5, 1997

letter from Ameritech's Ron Cate to Brooks Fiber's Dawn Parks, which is appended to the Mickens reply affidavit) were as follows:

- Ameritech acknowledged that it had missed the dates on 26 of the orders. These had already been included in Ameritech's May 8, 1997 Unbundled Service Analysis Report for April.
- The parties agreed that on 50 of the orders, Ameritech had actually met Brooks Fiber's desired due date.
- On 21 of the orders, a "force and load" dispatch of an Ameritech technician to perform outside plant work was required, as previously discussed, because of lack of facilities. Ameritech believes that in this situation it is entitled to adjust the requested due date based on the nondiscriminatory assignment of technicians, but Brooks Fiber disagrees and contends these orders should be counted as missed due dates.
- On 2 of the orders, a "force and load" dispatch of an Ameritech technician to perform outside plant work was required because of an IDLC.
- On 1 of the orders, Brooks Fiber supplemented its original order with different information, which resulted in an extension of the due date.
- The parties agreed that 1 of the orders was non-reconcilable because the service requested due date could not be determined.

35. The foregoing results demonstrate that Ameritech met the Brooks Fiber requested due date 94.5% of the time if the "force and load" orders are excluded from the

missed orders for which Ameritech is responsible and the unreconciled order is counted in Brooks Fiber's favor. However, even if the "force and load" orders are included in the missed orders for which Ameritech is responsible, Ameritech met Brooks Fiber's requested due date 90.3% of the time. Under either measure, of course, Ameritech exceeds the negotiated contract standard of 90%. (Brooks Fiber Agreement, § 26.1.3). Thus, to the extent the DOJ's evaluation of Ameritech's loop provisioning performance (p. 23) rests on Brooks Fiber misstatements, the fact is that Ameritech is meeting its contractual obligations. Obviously, these corrected figures are drastically different from the 55% missed order rate for April that had been originally reported by Brooks Fiber. As for the dispute regarding "force and load" orders, Ameritech will continue to explain to Brooks Fiber why those should not count as "missed" dates. However, if agreement cannot be reached, Ameritech will proceed under the Dispute Resolution and Escalation process contemplated by the agreement (§ 28.19).

36. Brooks Fiber's remaining contentions on this subject are that Ameritech unilaterally assigns new due dates, uses the standard intervals in its interconnection agreement only for planning purposes, and refuses to allow Brooks Fiber to select due dates via OSS. Brooks Comments, pp. 24-25. The reply affidavits of Messrs. Mickens, Rogers, and Mayer provide an in-depth discussion of these issues and demonstrate that these claims are inaccurate and misleading. Brooks Fiber incorrectly implies (p. 24) that any time its orders are not assigned a standard interval, Ameritech "unilaterally" and arbitrarily assigns a more convenient due date. As demonstrated in Mr. Mickens's affidavit in particular, such an implication is incorrect. Many of the concerns raised by Brooks Fiber regarding this issue would be addressed if Brooks Fiber used the OSS pre-ordering interface allowing on-line

selection of confirmed due dates. Ameritech has repeatedly urged Brooks Fiber to take advantage of this capability. See for example Schedule 8a, letter from AIIIS to Brooks Fiber dated April 23, 1997.

COORDINATION OF SS7

37. At page 32 of its comments, Brooks Fiber refers to purported "problems coordinating the provision of SS7 to Brooks Fiber." However, Brooks Fiber refers (without any specific facts) to only a single incident involving SS7 which purportedly blocked approximately 14,000 calls. Brooks Fiber claims that "these problems" could have been avoided if Ameritech had coordinated its activities with Brooks Fiber.

38. The single incident referred to by Brooks Fiber involved a temporary outage in the SS7 network that was caused by a human error. The incident was isolated, did not evidence the existence of any ongoing "problems," and did not involve a lack of coordination of operational activities between Brooks Fiber and Ameritech Michigan.

39. The outage referred to occurred between 2:10 a.m. and 6:15 a.m. Sunday, January 26, 1997 in Ameritech's SNCC (signaling network control center). It involved human error that occurred during translations work on the signaling network. Ameritech does not directly interconnect with Brooks Fiber for SS7 signaling; Brooks Fiber purchases SS7 services from a hub provider in the Grand Rapids LATA. Per a letter of authorization for SNET/Sprint, as Brooks Fiber's SS7 hub provider, to provision two point codes for SS7 signaling for Brooks Fiber in the Grand Rapids LATA, translations were being done in one of the local STPs (signaling transfer points). The order being worked by the technician failed because, the order called for routing via Sprint, routing already existed to one of the two

point codes via MCI. The technician wrote the order to move routing from MCI to Sprint, but Sprint was not ready to receive the routing, which caused trunks to Ameritech from Sprint carrying Brooks Fiber traffic in the Grand Rapids LATA to fail. Although Brooks Fiber, in submitting the order, was apparently unaware it would not be able to use two SS7 hub providers for the same point-to-point code, Ameritech accepted responsibility for the incident, as the technician should have noted the illogical request received from the customer. Brooks Fiber was advised by Ameritech within days regarding the results of Ameritech's investigation concerning the cause of the outage.

SS7 - DID CAPABILITY

40. At pages 32-33 of its June 10, 1997 comments, Brooks Fiber claims that Ameritech refused to provide Brooks Fiber with SS7 capability for interim number portability provisioned using direct inward dialing (DID, also known as Service Provider Number Portability - Direct, or SPNP-Direct). Brooks Fiber claims it was denied the ability to obtain SS7 via SPNP-Direct for a year while Ameritech made this capability available to its own retail customers.

41. Brooks Fiber's claims regarding this issue are unfounded. Ameritech did not delay provisioning SS7 capability for SPNP-Direct while offering the same capability to its retail customers. Although Ameritech had not previously provided SS7 signaling on DID trunks as a general offering, after Brooks Fiber made the request, this capability was tested pursuant to a signed trial agreement between the two providers. Such prior testing would be necessary prior to any general offering of this type of capability. Upon successful completion of the trial, SS7 capability for SPNP-Direct was made available to Brooks Fiber.

In fact, for nearly a year, Brooks Fiber has been able to place numerous orders for, and has successfully used, this capability to enable the use of features such as Caller ID on numbers ported via SPNP-Direct.

42. Brooks Fiber's underlying allegation, that Ameritech refused to provide SS7 capability with DID trunks to Brooks Fiber for more than a year while still providing it to Ameritech's own customers, is false. Ameritech does not offer SS7 DID number portability to its own customers, although it is currently furnishing that capability to Brooks Fiber.

43. SPNP-Direct, using DID trunks, is one of the methods of interim number portability provided by Ameritech to CLECs under its interconnection agreements. However, the DID trunks which Ameritech provides to its own retail customers use MF (multi-frequency) signaling, not SS7. Brooks Fiber has always been able to obtain an SS7 method for porting numbers by using Remote Call Forwarding (RCF), another interim number portability alternative offered by Ameritech. Brooks Fiber has always had the option of choosing either DID or RCF to provide interim number portability for each of its customers. If Brooks Fiber believed that SS7 signaling was important for a particular customer, it could simply choose to serve that customer using RCF rather than DID.

44. Despite the fact that SS7 capability with DID is not required by the competitive checklist and was not generally offered by Ameritech, after Brooks Fiber requested this option, Ameritech and Brooks Fiber agreed to a trial of this capability. See Schedule 8b, letter dated May 3, 1996 agreeing to trial the arrangement per Brooks Fiber's request, and Schedule 9, trial agreement between Ameritech and Brooks Fiber, signed by Brooks Fiber on June 12, 1996. In fact, as evidenced in the attached trial agreement letter

dated June 5, 1997 from Eric Larsen of AIIIS to Brooks Fiber (Schedule 10), Ameritech agreed to begin implementation of the trial even before the agreement was signed.

45. Pursuant to the trial agreement, testing of SS7 capability with DID was completed for Brooks Fiber by July 29, 1996. See Schedule 11, describing the test results. This testing verified the ability to provide CLASS (custom local area signaling services) features, such as Caller ID, for numbers ported using SPNP-Direct with SS7 capability.

46. After the successful completion of the trial, in August 1996 Ameritech made SS7 capability with SPNP-Direct generally available to Brooks Fiber. Since that time, Brooks Fiber has submitted substantial volumes of orders for SPNP-Direct with SS7 capability, not only for new installations, but for conversions of prior installations of SPNP-Direct trunks with MF signaling. Currently, Ameritech is providing Brooks Fiber with 960 DID trunks with SS7 signaling used in connection with provisioning interim number portability. Through the use of this capability, Brooks Fiber has ported approximately 15,684 telephone numbers using SPNP-Direct with SS7 capability.

TCP/IP CONNECT DIRECT SOLUTION

47. At page 28 of its comments, Brooks Fiber refers to implementation of a TCP/IP Connect Direct solution to handle 911 and directory assistance transmissions between Brooks Fiber and Ameritech. Similar claims are raised at page 15 regarding 911 and DA interfaces. Brooks Fiber claims "the upgrade was supposed to have been completed by January 15, 1997," and alleges that the upgrade has not been completed and that Ameritech has refused to reply to inquiries.

48. This issue has already been addressed in detail in information submitted in the Michigan docket by Ameritech on June 2, 1997 (Volume 4.1, Tab 155 and 156, pp. 5-7 of Ameritech's May 21, 1997 filing). The TCP/IP Connect Direct interface is being implemented to address data exchange needs for various services, including 911 and directory assistance, and that implementation is still in progress. Brooks Fiber fails to mention that although this arrangement has not yet been implemented, Brooks Fiber has been submitting 911 data to Ameritech Michigan in a mechanized format since 1995, using an alternative process developed by Ameritech Michigan specially for Brooks Fiber. See also the in-depth discussion of 911 issues raised by Brooks Fiber in the reply affidavit of Timothy S. Jenkins on behalf of Ameritech Michigan.

49. Brooks Fiber has also incorrectly claimed that this TCP/IP upgrade was supposed to have been completed by January 15, 1997. Contrary to its claim, Brooks Fiber did not make a request for an upgrade of the 911 feed in November or December of 1996. (See Brooks Fiber Comments, p. 15) Brooks Fiber did not raise the use of a TCP/IP Connect Direct interface for 911 until February 11, 1997 and subsequently on February 14, 1997,

during a conference call between Ameritech and Brooks Fiber. (See Schedules 12, 13, and 14, notes relating to conference calls with Brooks Fiber) Nor was any agreement ever reached to establish the TCP/IP Connect Direct solution by January 15, 1997. Brooks Fiber may be confusing this issue with discussions relating to electronic billing. See Schedule 15, letter dated January 15, 1997 concerning this issue, which includes no discussion of the installation of a dedicated circuit for 911 or directory assistance updates. Brooks Fiber's own documentation seeking establishment of this upgrade contradicts its claim. The installation of this type of circuit begins when a carrier submits a completed ECN request form to Ameritech. As noted in the notes at Schedule 14, the ECN form was not discussed with Brooks Fiber until February 14, 1997, and the completed ECN form was not received from Brooks Fiber until February 26, 1997 (Schedule 16). Since that time, the circuit has been installed and is ready for use.

50. Brooks Fiber also incorrectly claims that it has received no response to inquiries concerning the status of this project. Ameritech has discussed this issue with Brooks Fiber on a regular basis, and there have been no inquiries from Brooks Fiber which were not responded to by Ameritech. The issue was discussed in a conference call with Brooks Fiber on February 11, 1997 and on February 14 (see Schedules 12-14 regarding notes from these calls) and during operations meetings on February 12, 1997, April 3, 1997, and May 8, 1997 (see Schedules 1, 3, and 4). The attorney for Brooks Fiber who signed the comments submitted to the FCC was on the attendee list for the February 12, 1997 meeting at which this issue was discussed.

FIRM ORDER COMMITMENT DATES

51. At page 29 of its June 10 comments, Brooks Fiber claims that Ameritech will provide Brooks Fiber with a firm order commitment (FOC) date for new service installations and then offer the same customers an earlier FOC date if they switch to Ameritech.

52. The issue of nondiscriminatory treatment is addressed in detail in the reply affidavits of Warren Mickens and John Mayer. In addition, the initial affidavits of Daniel J. Kocher and John Mayer further demonstrate that Ameritech treats "force and load" assignment of outside plant technicians for service installation in the same manner, whether the request originates from Ameritech's retail operations or from AIIIS for a competitive provider. Such assignments are made by automatic systems and are built into the software so as to preclude the possibility of discrimination. This is the rationale for the contract's requiring parity, rather than the fixed 5-day interval, when "force and load" assignment is required. Ameritech has also previously addressed this issue in its January 31, 1997 filing in the Michigan docket (see Volume 4.1, Tab 90, pp. 5-6 of Ameritech's May 21, 1997 filing).

INSIDE WIRE CONNECTIONS

53. Brooks Fiber claims at page 30 of its comments that Ameritech installs loops for Brooks Fiber, but then disconnects the customer side of the network interface device (NID) for Brooks Fiber customers, leaving them without service. Ameritech has fully responded to this contention in its January 15, 1997 filing in the Michigan docket (Volume 4.1, Tab 80, pp. 2-4 of Ameritech's May 21, 1997 filing). The issue was further addressed in Ameritech's March 28, 1997 filing in the Michigan docket (Volume 4.1, Tab 112, pp. 16-

17 of Ameritech's May 21, 1997 filing). See also the attached letter dated March 12, 1997 from Warren Mickens, Vice President of Customer Operations for AII, to Larry Vander Veen, Executive Vice President for Brooks Fiber (Schedule 17), detailing discussions from a joint operations meeting on March 4, 1997, and specifically describing a process for addressing this issue by Brooks Fiber, including three sample orders with appropriate language to eliminate this problem. Despite the provision of this information, Brooks Fiber has submitted no orders that put Ameritech on notice of any disconnection of the NID. See also discussions of this issue identified in the various joint operational meetings held on February 12, 1997 and April 3, 1997 (Schedules 1 and 3). The issue was addressed again in Ameritech's May 9, 1997 filing in the Michigan docket (Volume 4.1, Tab 131, p. 19 of Ameritech's May 21, 1997 filing).

54. Although Brooks Fiber incorrectly claims that this issue relates to disconnection of unbundled loops, it actually pertains to unregulated inside wire. See the detailed discussion of this issue in the supplemental affidavit of John Mayer on behalf of Ameritech Michigan. Ameritech has provided Brooks Fiber on several occasions with specific means by which Brooks Fiber can correctly submit orders to resolve the problem, but Brooks Fiber, until recently, has failed to implement these solutions.

RECIPROCAL COMPENSATION

55. Brooks Fiber claims at page 34 that Ameritech has refused to pay reciprocal compensation. Ameritech previously responded to Brooks Fiber's allegations in this regard in Ameritech's May 9, 1997 filing in the Michigan docket (Volume 4.1, Tab 131, pp. 22-23 of Ameritech's May 21, 1997 filing). Brooks Fiber fails to mention that the only

open issue between the parties concerned only some, not all, of the reciprocal compensation charge incurred by Ameritech (i.e., that associated with certain interim number portability traffic), and that Brooks Fiber had not provided the verifiable data which had previously been requested by Ameritech relating to these charges. See Schedule 18, Ameritech's April 23, 1997 letter to Brooks Fiber regarding this issue. A detailed response to Brooks Fiber's claims regarding this issue is provided in the reply affidavit submitted by Suzanne Springsteen on behalf of Ameritech Michigan.

COORDINATION OF CUSTOMER CUTOVERS

56. At pages 30-31 of its June 10 comments, Brooks Fiber makes several claims concerning the coordination of customer cutovers from existing service with Ameritech Michigan to Brooks Fiber's local service. These include claims that Ameritech has increased customer down-time on cutovers by cutting off service too early, starting the service too late, failing to provide accurate information regarding network configuration and available facilities, performing improper installations, and generally refusing to cooperate.

57. This issue has been addressed extensively in prior filings by Ameritech. See Ameritech's January 15, 1997 filing in the Michigan docket (Volume 4.1, Tab 80, pp. 9-13 of Ameritech's May 21, 1997 filing); see also Ameritech's January 31, 1997 filing in the Michigan docket (Volume 4.1, Tab 90, pp. 7-8 of Ameritech's May 21, 1997 filing); and Ameritech's March 28, 1997 filing in the Michigan docket (Volume 4.1, Tab 112, pp. 17-18 of Ameritech's May 21, 1997 filing).

58. As Ameritech has repeatedly pointed out in the Michigan proceeding, there is no question that coordination is essential to successful customer cutovers. But

coordination, by definition and necessity, involves the cooperation of both parties and the customer. Ameritech Michigan and Brooks Fiber have coordinated numerous customer cutovers, including many large cutovers, as large as 1,000 lines and 6,000 lines, in a flawless manner with no adverse impact on end user customers.

59. For example, Ameritech and Brooks Fiber successfully coordinated the cutover of a large customer in Grand Rapids. Attached as Schedule 19 is a memorandum from Eric Larsen of Ameritech to Brooks Fiber regarding a conference call scheduled in advance of the cutover, specifically detailing many of the issues which needed to be addressed for successful coordination. Similarly, Schedule 20 is a June 25, 1996 letter from Kim Hadley of AIIIS to Brooks Fiber addressing cutover coordination. To take another example, Ameritech and Brooks Fiber successfully coordinated a cutover of a business customer in Lansing. As quoted in an April 22, 1997 article in the *Lansing State Journal* ("New Company Wants Your Call"), that Lansing customer described the cutover: "It was easy . . . It happened on a weekend, and we've been up on Brooks for several weeks without any problems I'm aware of . . . Few changes are required as a result of the switch." Brooks Fiber's product and marketing manager was quoted in the same article as saying that "[t]he switch is almost seamless." (See Schedule 21)

60. Although Brooks Fiber, on this issue and other issues addressed in its June 10 comments, provides anecdotal information by which it seeks to demonstrate a broader problem, the proper focus is on the specific performance measurements in place as a result of the interconnection agreement between the parties. In addition, Ameritech has submitted to the MPSC specific service quality analyses and statistics. The factual data, demonstrating Ameritech's compliance with the contractual performance benchmarks, more accurately

reflect the actual results of operations between the two parties than the anecdotal, unsubstantiated claims made by Brooks Fiber. In addition, Brooks Fiber's successful operations to date in Grand Rapids, which in Brooks Fiber's own words "continued to exceed our original expectations," "beat analyst expectations," and "captured 9% of the market in one year" belie Brooks Fiber's claims of "problems." See descriptions of Brooks Fiber's own accounts of its success in Michigan in Ameritech's March 27, 1997 and May 9, 1997 filings in the Michigan docket (Volume 4.1, Tab 110, pp. 7-8 of Ameritech's May 21, 1997 filing).

61. Again, the interconnection agreement between Brooks Fiber and Ameritech contains a specific dispute resolution process and escalation procedure that is expressly designed for resolving the types of issues raised by Brooks Fiber relating to customer cutovers if they are not addressed to Brooks Fiber's satisfaction at the operational or service level. Brooks Fiber has chosen not to use that process, but rather, has raised these anecdotal incidents in the regulatory proceedings involving Ameritech's attempts to obtain in-region interLATA relief.

62. As a result of discussions in the joint operations meetings between Ameritech and Brooks Fiber, Ameritech agreed to trial a customer cutover procedure requested by Brooks Fiber to address these issues. See Schedule 22, letter from Eric Larsen to Jason De Jonge at Brooks Fiber, dated March 17, 1997, and Schedule 22.1, a description of the trial requested by Brooks Fiber. This trial is currently underway.

DOCUMENTATION RELATING TO OSS

63. At pages 14-16 of its June 10 comments, Brooks Fiber makes various

claims suggesting that Ameritech has failed to provide or make available documentation to Brooks Fiber regarding operations support systems (OSS).

64. These claims are patently false. On April 4, 1997, a letter was sent by AIIIS via express mail to all CLECs, including Brooks Fiber, advising them of the availability of Ameritech's Resale Product and Services Guide, Resale Product Guides, Resale Services Ordering Guide, Unbundled Services Ordering Guide, and Electronic Services Ordering Guide. The documentation sent to Brooks Fiber on April 4, 1997 included a form for Brooks Fiber to complete to obtain a password to access this information on AIIIS' web site. Attached as Schedule 23 is the April 4 letter and copies of the Federal Express shipping bill and signed receipt from a Brooks Fiber representative acknowledging receipt of this information on April 7, 1997. Although the signed receipt indicates that Brooks Fiber received the materials, Brooks Fiber had, until early June of this year, never completed the password request necessary to access the web site.

65. At a May 28, 1997 hearing before the MPSC regarding OSS issues, Brooks Fiber's representative, during a live presentation, first made the claim that Brooks Fiber had never received the product and ordering guides. Immediately after that hearing, on May 30, 1997, Ameritech reforwarded the April 4 letter to Brooks Fiber, along with copies of the Federal Express shipping bill and receipt signed by Brooks Fiber. See Schedule 24. In the May 30 letter, Ameritech reiterated its willingness to provide any additional information and assistance to enable Brooks Fiber to complete the password request in order to access the information.

66. Ameritech recently received the completed password request form from Brooks Fiber via facsimile on June 12, 1997, and a password was provided to Brooks Fiber

on June 16. Since that time, Roger Baas, engineering manager at Brooks Fiber, has accessed the information on the AIIIS web site, and this was confirmed in the June 20, 1997 meeting with Brooks Fiber.

67. Meanwhile, Brooks Fiber has subsequently claimed that it never received the April 4 letter from Ameritech (despite the signed receipt), but that even if it had received the letter, it would not have understood that it related to service orders for unbundled loops. The April 4 letter from Ameritech states that the information is available "whether you are a resale or unbundled customer," and clearly identifies part of the available information as the "Unbundled Services Ordering Guide" and the "Electronic Services Ordering Guide." Thus, it clearly referenced service orders for unbundled loops.

VALUELINK PROGRESS

68. Over the past two months, Ameritech's account management and service management team has been involved in a special project with Brooks Fiber to address arrangements to provide Ameritech Michigan's existing optional toll calling plan to give customers the opportunity to select Brooks Fiber as a local service provider, while continuing to obtain intraLATA toll service from Ameritech Michigan as the customer's intraLATA toll provider. The initial meeting with Brooks Fiber to address this issue was held on April 16, 1997. In less than 60 days, by June 11, 1997, network, service center, and billing arrangements had been put in place to fulfill Brooks Fiber's request to make this option available for its local exchange end user customers. Further information regarding this intraLATA toll optional calling plan arrangement was provided in Ameritech Michigan's March 28, 1997 and May 9, 1997 filings in the Michigan competitive checklist docket,

MPSC Case No. U-11104. (See Volume 4.1, Tab 112, pp. 12-14 and Tab 131, pp. 7-8 of Ameritech's May 21, 1997 filing).

This concludes our affidavit.

I swear, under penalty of perjury, that the foregoing is true and correct, to the best of my knowledge and belief.

Kay E. Heltsley
Kay E. Heltsley

Subscribed and sworn before me this 1st day
of July, 1997.

Jacqueline K. Tinney
Notary Public

My Commission expires:

JACQUELINE K. TINNEY
Notary Public, Wayne County, MI
My Commission Expires July 17 1998

I swear, under penalty of perjury, that the foregoing is true and correct, to the best of my knowledge and belief.

Eric Larsen
Eric L. Larsen

Subscribed and sworn before me this 30th day
of June, 1997.

Christine L. Voutiritsas
Notary Public



My Commission expires: 4-30-2000

I swear, under penalty of perjury, that the foregoing is true and correct, to the best of my knowledge and belief.

Robert D. Hollis ^{III}
Robert D. Hollis

Subscribed and sworn before me this 1st day
of July, 1997.

John M. Lane
Notary Public

NOTARY PUBLIC - CLINTON COUNTY, MI
ACTING IN Fillmore CO., MI
MY COMMISSION EXPIRES 10/08/98

My Commission expires: 10.08.98

BROOKS

**Ameritech/Brooks Fiber Operations Meeting
February 12, 1997**

Ameritech Attendees:

Eric Larsen Kim Hadley
Jerry Hiley Rick Kasza
Ron Cate

Agenda

- ~~1.~~ Inside Wiring Cross Connect @ Customer Site (Jerry Hiley / Dawn Parks)
- ~~2.~~ Virtual Collocation Access (Eric / Rick w / with W Astor)
- ~~3.~~ Trunk Additions - Grand Rapids
- ~~4.~~ ^{9/11} Routing Correction Procedures (No issues)
- ~~5.~~ Customer Conversion Process - Update (Ron Cate / Jerry Hiley / Dawn Parks)
- ~~6.~~ Spare Card Stock Procedures ← (Linda Brown)
- ~~7.~~ SPNP DID Trunk Conversion to SS7
- ~~8.~~ B8ZS Trunk Conversion
- ~~9.~~ Review of Quality Initiative Analysis Reports
- ~~10.~~ Overflow Trunks Groups between AIT and BFC
- ~~11.~~ BFC to AIT Porting Procedures
- ~~12.~~ SMDI Link Billing Information - Grand Rapids Board of Realtors
- ~~13.~~ Oak Industrial Network Trunks to BFC at DS3 Level
- ~~14.~~ OPX/Centrex/Miscellaneous Bill Issue
- ~~15.~~ Electronic Interface Status
16. Other