88. Second, the DOJ argues that given the vagaries of CLEC traffic, Ameritech should improve its procedures for provisioning EOI trunks. However, it discounts my previous explanation of these improvements as too "cursory." (DOJ Evaluation at 27.) The DOJ's analysis is flawed on several counts. As an initial matter, establishing the appropriate trunking architecture is both Ameritech's and the CLEC's responsibility. I explained in my previous affidavit (¶¶ 36-46), and describe further below, how CLECs - most notably, TCG - have ignored Ameritech's sound advice on EOI trunk provisioning and engineering, that would have led to lower EOI trunk group blockage rates. Given this, it is inappropriate to place the blame on Ameritech for whatever EOI trunk blockage problems the CLECs have experienced, and unreasonable to seek to bar Ameritech from the long distance business as a result. Moreover, my explanation of the changes Ameritech has made in its EOI trunk provisioning procedures was complete. In any event, to the extent concerns remain, the additional details below.

89. The foregoing analysis demonstrates that Ameritech and the CLECs are making significant progress in improving the performance of EOI trunk groups and eliminating any significant disparity between EOI and retail trunk group blockage rates - particularly in Michigan. By any reasonable measure, performance relative to call blocking is now at a high level and is still improving. Based upon the continued improvement represented by the May EOI blockage data, I believe that the Commission can properly conclude that Ameritech is providing nondiscriminatory interconnection.

C. Specific TCG and DOJ Allegations

90. TCG and the DOJ make a number of specific charges regarding alleged flaws and misdeeds in Ameritech's provisioning of EOI trunks. All of them are baseless.

91. EOI Blocking. TCG's claim that there continues to be excessive blocking of EOI traffic to and from its network (TCG Br., pp. 4-8) is mistaken. As Ameritech noted in its June 17, 1997 letter to TCG (attached hereto as Attachment), which followed up and summarized meetings that Ameritech and TCG held on June 6 and June 12, there is no out-of-parameter blocking on TCG's EOI trunk groups at this time. Significantly, TCG has not denied the truth of this statement.

92. Blocking "within" Ameritech's network. Contrary to TCG's assertions (p.5), there is no excessive blockage or substandard service levels on common final trunk groups within Ameritech's network (i.e., on trunk groups that are "behind" Ameritech's tandem switches). This is shown by data in the End Office Integration Quality Initiative Analysis Report discussed above. And in any event, as Mr. Kocher has already explained (Kocher Aff., ¶¶ 17-24), CLEC traffic on these common final trunk groups is treated at parity with other comparable traffic. And as I discussed in my earlier affidavit, any blocking that occurs on trunk groups within Ameritech's own network will have an equivalent impact on Ameritech's retail customers who place calls to and from the same office. (Mayer Aff.,¶¶ 49,56.) Thus, to the extent that any blocking occurs, it is in Ameritech's best interest to rectify the situation promptly, since any blockage will equally affect Ameritech's retail and wholesale customers.

93. The following data furnish proof that excessive blocking does not occur within Ameritech's network. The vast majority of trunks have blockage levels that are below 2%, the

level which Ameritech is obligated to report to the Commission. The following table shows the results for the first 5 months of 1997:

Month	State	Trunk Groups	# Trk Grps 2% or >	% Trk Grps 2% or >
Jan.	IL	524	13	2.48%
	MI	589	11	1.87%
Feb.	IL	523	7	1.34%
	MI	581	4	0.69%
Mar.	IL	523	6	1.15%
	MI	585	2	0.36%
Apr.	IL	524	7	1.34%
	MI	584	7	1.20%
May	IL	521	4	0.77%
	MI	545	3	0.55%

Thus, between January 1, 1997, and June 1, 1997, Ameritech only experienced 2% or more blockage on approximately 0.94% of its trunk groups in Michigan. This low percentage constitutes modest blockage, and is hardly noticeable to end users, since (as I described above) it actually translates into a few blocked calls. Moreover, these blockage events are immediately addressed by Ameritech network services.

94. The foregoing data, which is filed with the Commission, should put to rest the DOJ's concern (Appendix A, at A-32) that CLECs may not have data necessary to solve EOI blocking problems when blocking occurs on the Ameritech side of the tandem. As I previously explained (Mayer Aff., ¶¶ 39, 49-54), Ameritech manages its own network, and constantly works to identify opportunities to reduce blockage by identifying offices with substantial traffic and establishing additional trunking at those offices. Ameritech also agreed to furnish the

CLECs with trunk group data related to EOI trunk groups used by the CLEC's (Mayer Aff. ¶ 38); note that Ameritech committed to furnish such data to TCG in the June 17 letter discussed above (Attachment 7). The typical report sent to CLECs identifies the trunk groups at issue, the trunks in service, the trunks required to handle the traffic, the trunk usage, blockage figures and other data on the service levels experienced by the trunk groups at issue. I include, as Attachment 8, a copy of a sample report.

95. Impact of Missing Forecasts. TCG asserts that TCG's failure to provide Ameritech with forecasts of significant increases in traffic between networks is irrelevant to blockage within Ameritech's network. (TCG Br., pp.4-5.) TCG further states that the blockage of traffic terminating to TCG's network has been "constant". (Id., p. 5) TCG is wrong on both counts. Its failure to provide adequate forecasts has caused blockage within Ameritech's network. Moreover, blockage of TCG's traffic has not been constant, but rather intermittent.

96. TCG's arguments demonstrate a fundamental misunderstanding of the impact of sudden, unexpected changes in traffic levels and patterns on a telecommunications network. This misunderstanding may help to explain TCG's failure to provide Ameritech with reasonable notice of sudden, unforeseen increases in traffic to and from the TCG network (Mayer Aff., ¶ 44), and its failure to promptly support and implement Ameritech's recommendations for mitigating the resulting blockage when it occurs. For example, on several occasions TCG took one month to send a Firm Order Commitment ("FOC") (i.e., confirmation of Ameritech's orders) to terminate additional trunks to the TCG switch, even though sending an FOC should normally have taken 3-4 days. TCG's tardiness delayed Ameritech's response to these inter-

network blocking problems – at a time when Ameritech was proactively augmenting existing trunk facilities to mitigate trunk group blockage.

97. As I explained in my initial affidavit (Mayer Aff., ¶¶ 50-54), any migration of a large customer with a high volume of traffic from Ameritech's network to an interconnecting carrier's network has a dramatic effect on both the routing of calls and the efficiency of routing. The difference is this: Following a migration, calls are routed over more and different Ameritech facilities than prior to the migration. If there is no advanced notice of the change, the result can be, and often is, increased blockage, which requires Ameritech to scramble to augment the facilities impacted by the shift in traffic patterns.

98. An example of the impact caused by a substantial unforecasted increase in traffic between networks is the situation involving Ameritech's Northbrook tandem, which I discussed in my earlier affidavit. (Mayer Aff., ¶44.) In that case, TCG caused blocking on trunk groups within Ameritech's network when it failed to notify Ameritech of the addition of a large new hospital on TCG's network. Had TCG given Ameritech advance notice, Ameritech could have activated additional trunk groups in advance and precluded any blockage.

99. TCG also incorrectly alleges that past blockage problems have been constant. In fact, blockage problems have been intermittent, and have generally corresponded to sudden, unforeseen increases or shifts in traffic. As I discussed in my earlier affidavit (Mayer Aff.,¶¶ 37-43), Ameritech has quickly moved to address such incidents by using network management tools to re-route traffic where possible, and by augmenting trunk groups with additional capacity where necessary.

100. Not only is there no unreasonable blockage, either between TCG's and Ameritech's networks or within Ameritech's network, but Ameritech has proactively sought to improve existing quality levels and to meet expected future demand on an ongoing basis. I should point out that after Ameritech completes the installation of its new tandem switch in the Chicago MSA and the deloading of its Northbrook tandem, Ameritech fully expects to be able to continue meeting objective service levels in Illinois. At the same time, Ameritech also will continue to issue orders to further augment existing trunk groups to provide trunking margins to meet known future demand.

101. Ameritech's Efforts to Resolve EOI Blockage Problems. I disagree with the DOJ's characterization (p. 27) of my explanation of Ameritech's efforts to improve the EOI provisioning process as "cursory." Nonetheless, I will elaborate here. Both before and after TCG filed its comments in this proceeding, Ameritech has held several discussions with TCG to address its concerns. On June 17, 1997, Ameritech sent TCG a letter (Attachment 7) confirming the status of resolution of several EOI-related matters between the companies, including: (1) the fact that there is no blocking of TCG traffic that exceeds the applicable service standards; (2) the mutual agreement to combine local and non-local trunk groups; (3) the mutual agreement to establish one-way direct trunk groups between Ameritech and TCG end offices; (4) the agreement to engage in joint identification of candidate offices for direct trunking; (5) Ameritech's agreement to provide examples of specific trunk group data that can be used at servicing meetings; and (6) confirmation of Ameritech's recommendation that TCG establish trunking from each of TCG's points of interconnection to each of Ameritech's tandems. This letter resolves a number of issues raised by TCG and relied upon by the DOJ in its Evaluation.

102. As I also explained in my previous affidavit (Mayer Aff., ¶¶ 37-43, 54), when Ameritech encounters blockage problems, either within its network or in trunk groups to TCG's network, Ameritech institutes network management controls to improve call completion wherever possible. For example, as I noted earlier, if the trunk group carrying local traffic does not have sufficient trunks, Ameritech's Network Management Center will overflow traffic from the local trunk group to the toll trunk group if that group has available capacity. Unfortunately, this re-routing of local traffic over toll facilities increases the charges that Ameritech pays to TCG, as Ameritech then must pay TCG the higher rate for terminating local calls as toll calls. However, Ameritech takes these steps because its primary goal is to improve call completion.

103. Ameritech's Proposed Solutions - Direct Trunking. I am baffled by TCG's charge (Pelletier Aff., ¶¶ 10-24) - which the DOJ appears to have accepted (at A31-A32) - that TCG has attempted without success, for six months, to resolve EOI blocking issues through each of the alternatives described in my earlier affidavit. That charge is simply untrue. As Mr. Monti describes in great detail, Ameritech has worked jointly with TCG's operations personnel to augment EOI tandem trunking and establish direct end office trunking. The results of those meetings are reflected in the June 17 letter, which I discussed above.

104. If anything, TCG has been the source of problems and delay. In the Chicago LATA, for example, Ameritech issued orders in May and June to establish 37 direct end office trunk groups between the TCG switch and Ameritech central offices, for a total of 2400 trunks; these direct trunks are designed to ensure that blockage problems do not arise between TCG's network and Ameritech's network. For 30 of these orders, Ameritech requested due dates prior to July 1. However, when submitting their FOC, TCG delayed the due dates until the second

half of July because of TCG workload problems. Moreover, since a June 20 conference call to review the due dates, TCG has fallen behind even on the more relaxed schedule it had proposed, causing further delays. With regard to the remaining 7 orders, Ameritech proposed due dates of July 30 through August 7, and is awaiting a response from TCG.

105. In the Detroit LATA, Ameritech issued orders to establish 23 direct end office trunk groups between TCG's switch and Ameritech end offices, for a total of 1848 additional trunks. These orders carried due dates from June 2 to June 20, with no more than two orders due on any given day. Currently, only 7 trunk groups have been completed, leaving 16 past due, owing to workload problems experienced by TCG.

106. In light of this extensive work to establish direct end office trunking, the DOJ was simply wrong to accept TCG's charge that Ameritech has "refused" to furnish direct trunking "between Ameritech end offices and the TCG switch." (DOJ Evaluation, Appendix A, p. A-32 n.56.) TCG's charge is false. As I just described, Ameritech and TCG are in the process of establishing this sort of direct trunking. Lest any doubt remain, Ameritech's June 17 letter (Attachment 7) confirms that Ameritech and TCG

> "are establishing Local and/or Toll trunk groups directly between Ameritech end offices and TCG. . . . We have jointly identified many candidate offices for direct trunking. We anticipate implementing most of these groups. The groups will be prioritized based on traffic volumes, tandem service levels and the need for tandem relief."

107. Ameritech's Proposed Solution - Eliminating the Single Point of Failure. TCG next maintains that there is a single point of failure at each of the POIs between the two networks, and claims this network configuration represents poor network planning by Ameritech. (TCG Br., pp. 5, 8, 20; Pelletier Aff., ¶ 10.) TCG is correct that TCG's current network architecture represents poor network design, but it is wrong to argue that the fault rests with

Ameritech. The fault rests solely with TCG, which has insisted upon the current configuration despite the contrary recommendations of Ameritech.

108. The "single point of failure" situation arises because TCG's switch is only connected to Ameritech's tandem to receive and terminate calls from the Ameritech end offices subtending the tandem. As I discussed in my earlier affidavit (Mayer Aff., ¶ 36), in order to avoid such a single point of failure and to provide opportunities for diverse routing of traffic, Ameritech connects it own end offices to multiple tandems, thereby creating multiple routes to the same office. Ameritech recommends that interconnecting carriers do the same. In fact, most other CLECs with whom Ameritech provides end office integration - including, for example, MFS in Detroit - have accepted Ameritech's recommendation, and interconnect their end offices to multiple tandems. TCG is among the few exceptions.

109. Before proceeding, I refer the Commission to a diagram attached as Attachment 9, which depicts Ameritech's typical multiple tandem configuration, as opposed to the single tandem arrangement designed and utilized by TCG. This attachment shows that in the event of a failure of an Ameritech tandem, or blockage on or failure of trunk groups, the Ameritech configuration affords other routing options that are not available with the TCG arrangement, which is depicted in Attachment 10.

110. Between April and September of 1995, Ameritech and TCG held a series of network planning meetings to develop the interconnection architecture for their Chicago network. During those meetings, Ameritech proposed that TCG connect its switch (which resides at 717 S. Wells) with each of the Ameritech tandems in the Chicago MSA, and institute a multiple tandem routing network architecture. Ameritech's objective was to integrate the TCG switch

into Ameritech's network on the same basis as Ameritech's own end offices and those of other carriers. This architecture would provide alternate route capabilities and disaster recovery options. However, TCG rejected Ameritech's recommendation and declined to order the multiple alternate route architecture.

111. During these same meetings, TCG also expressed a concern that even under Ameritech's proposed multiple alternate route configuration, all of the trunking would pass through Ameritech's Wabash building en route to TCG. To respond to this concern, Ameritech proposed placing the TCG switch on a three point SONET ring and serving its location from two central offices, thereby eliminating the single point of failure. However, TCG chose not to accept our proposal. Attachment 11 are Ameritech's minutes of these meetings.

112. Two-way Trunking. Nor do I agree with TCG's charge, also accepted by the DOJ, that TCG has requested "two-way trunking," only to be rebuffed by Ameritech. (DOJ Evaluation, Appendix A, p. A-32 n.56.) As confirmed in Ameritech's June 17 letter (Attachment 7), the parties resolved this matter in May and June: Ameritech and TCG will install two-way trunks at this time, but the trunks will carry one-way traffic until certain outstanding issues are resolved. Specifically, the letter states: "Because each company provides its own transport facilities for its trunks and as agreed, we will each install the trunk groups as two-way but they will carry traffic as one-way groups . . . . We will continue to work with you to address the administrative, engineering and capital expense allocation issues that prevent us from utilizing these as two-way groups at this time."

113. TCG Allegations of "Reneging". TCG finally complains that Ameritech recently reneged on a number of commitments it had made to address alleged blockage problems. (TCG

Br., pp. 6-8; Pelletier Aff., ¶¶ 10-24.) Paul J. Monti refutes several of TCG's charges in his separate affidavit. I will elaborate upon three of TCG's claims here.

114. First, with regard to the network architecture that TCG proposed at the meeting on May 22, 1997 (Pelletier Aff., ¶¶ 20–21) and to which the DOJ referred in its comments (DOJ Evaluation, Appendix A, at A-32 n.56), I agree with Mr. Monti that TCG's proposed architecture was new and completely non-standard. Specifically, TCG requested a "dynamic routing" architecture. Under this architecture, all calls would have access to all trunks, which would create an architecture without hierarchy. In essence, this configuration would require a means of capturing, recording and storing NPA-NXX to NPA-NXX (i.e., point to point) data in sufficiently small time increments (likely a five minute minimum) to determine (a) if congestion existed on any trunk group and (b) where spare capacity existed on another trunk group, to effect alternate routing.

115. Because TCG's proposal came as a complete surprise, Ameritech was not prepared to discuss, let alone agree to, this architecture when TCG proposed it. Upon further investigation, Ameritech has learned that this non-standard routing is not operationally feasible. Although trials have been conducted elsewhere in the country, including one by Ameritech in Cleveland in 1990, I am not aware of any local carrier in the industry that uses the proposed dynamic routing architecture to handle intraLATA traffic. To date, carriers have not determined how to obtain point-to-point data for all trunk groups, or how to service and forecast a network like this where there is no predictability of traffic load. Finally, in my opinion, the introduction of Local Number Portability ("LNP") and number pooling in thousand blocks will only exacerbate the obstacles to dynamic routing.

116. Second, I address TCG's charge that Ameritech proposed to prioritize direct trunking between TCG's switch and Ameritech's end offices according to the alphabetical order of Ameritech offices. (TCG Br., p. 7; Pelletier Aff., ¶ 19.) As Mr. Monti explains, Ameritech never made such an absurd proposal.

117. Ameritech has standard criteria for prioritizing offices for direct trunking and the one that will be used with TCG. Ameritech's goal is to establish direct trunk groups when the traffic exceeds 24 trunks (1 T1), to route traffic as low in the network hierarchy as economically as possible, and to avoid switching through a tandem switch. As I just explained, Ameritech uses AMA - Minutes Of Use ("MOU") to identify candidate offices with the requisite traffic volume to justify direct trunking. After candidate offices are identified based upon traffic levels, equipment and facilities availability are researched to determine if terminations and transport facilities exist for direct trunk establishment. If terminations exist, then relief will be prioritized based on the following:

* PRIORITY 1 = The number of calls, or Peg Count ("PC"), and overflow data on the CLEC's trunk group to tandem (if the tandem trunk group is at high occupancy or overflowing, establishment of a high usage route between end offices to relieve tandem route will be highest priority)
* PRIORITY 2 = PC and overflow on trunk groups between Ameritech's end office and tandem (if common final trunk group to the tandem switch is running at high occupancy or overflowing, establishment of a high usage route between end offices will be a high priority to ease common final route traffic)

* PRIORITY 3 = the need for tandem switch relief (if the traffic goes to a tandem switch that needs added capacity, establishment of a high usage route between end offices will help provide tandem switch relief)

* FINAL PRIORITY ESTABLISHMENT = If there are no priority 1, 2, or 3 scenarios, or if multiple Ameritech end office routes to the tandem are at the same priority, offices will be sequenced based on the largest traffic requirement.

118. When establishing new trunk groups or augmenting existing trunk groups, Ameritech occasionally encounters offices with insufficient trunk terminations and/or transport facilities to support desired additional trunk groups. To free up terminations and/or transport facilities, Ameritech evaluates whether surplus trunks within a trunk group or lightly used trunk groups can be disconnected. Ameritech also routinely evaluates whether circuit packs can be modified to accommodate the type of trunks required. If the required terminations can not be freed up, then the matter is referred to Ameritech's Switch Engineering Group so that additional capacity can be planned for that office or to Ameritech's Digital Transport Engineering Group so that additional transport facilities can be planned. Where necessary, Ameritech works with its equipment vendors to expedite installations of such additional capacity.

119. Finally, I address Mr. Pelletier's contention that Ameritech "does not use AMA data to engineer the Ameritech network." (Pelletier Aff., ¶ 16.) In point of fact, contrary to TCG's allegation, Ameritech primarily uses Automatic Message Accounting ("AMA") data as a tool to identify calling patterns and offices as candidates for direct trunking. Ameritech does so to identify offices for direct trunking within its own network, and plans to use similar data to identify offices that may qualify for direct trunking with TCG and other competing carriers.

120. It is worth noting, in conclusion, that many of the charges TCG advances in this proceeding are not new: TCG advanced the same charges, and made the same arguments, in Ameritech Illinois' Section 271 compliance proceeding before the Illinois Commerce Commission. (Initial Brief of Teleport Communications Group Inc. on Reopened Proceedings, Ill. C.C., No. 96-0404, pp. 6-8 (May 21, 1997) (attached hereto as Attachment 12).) The Hearing Examiner nevertheless concluded that Ameritech Illinois satisfied the interconnection checklist items by providing "interconnection to requesting carriers . . . equal in quality to itself," and thus necessarily rejected TCG's claims.

121. This concludes our affidavit.

We hereby swear, under penalty of perjury, that the foregoing is true and correct, to the best of our knowledge and belief.

John B. Mayer

Warren L. Mickens

Joseph A. Rogers

Subscribed and sworn before me this 5 of July, 1997.

Notary Public

"OFFICIAL SEAL"
Susan H. Kotrba
Notary Public, State of Illinois
My Commission Expires 07/07/99

SUMMARY OF AMERITECH'S PERFORMANCE MEASUREMENTS FOR INTERCONNECTION

What Ameritech Measures/Reports	Source of Ameritech's Performance Obligation	Approved by Michigan Public Service Commission	Consistent with Justice Department Views
(1) Installation intervals for new trunk groups to tandem switches and between end offices. (The Agreement establishes a benchmark of 14 days for provisioning end office trunks ordered by a requesting carrier (or 15 days, if more than 48 trunks are ordered per day, or, if the order is large enough, at an interval to be negotiated).)	AT&T Agreement, Schedule 3.8, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. Although Mr. Friduss does not discuss interconnection performance measures in depth, he notes the importance of installation intervals generally. See Friduss Aff., ¶46 ("Installation interval - an excellent measure of provisioning cycle time and therefore an integral performance parity determinant.") Because Ameritech does not "interconnect" to itself, this measurement constitutes an "adequacy performance measurement." Id., ¶¶28, 46.
(2) Blocking percentage for exchange access traffic (The Agreement establishes a trunk blocking percentage benchmark for exchange access final trunk group traffic that travels via tandem of 0.5 percent.)	AT&T Agreement, Schedule 3.8, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶65 (suggesting reports on "Blocked Call Attempts"); id., ¶46 ("Trunk blockage - an excellent measure of network engineering and maintenance").
(3) Blocking percentage for local and intraLATA toll traffic (The agreement establishes a trunk blocking percentage benchmark of one (1) percent.)	AT&T Agreement, Schedule 3.8, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶65 (suggesting reports on "Blocked Call Attempts"); id., ¶46 ("Trunk blockage - an excellent measure of network engineering and maintenance").
(4) Timely restoral of trunk outages (The Agreement establishes trunk restoral benchmarks of one (1) hour for service affecting outages and 24 hours for non-service affecting outages.)	AT&T Agreement, Schedule 3.8, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. Ameritech's reporting of trunk restoral (within strict intervals) corresponds to Mr. Friduss's requests. See Friduss Aff., ¶46 ("Repair interval - an excellent measure of maintenance cycle time and integral to performance parity determination.")

SUMMARY OF AMERITECH'S PERFORMANCE MEASUREMENTS FOR UNBUNDLED NETWORK ELEMENTS

What Ameritech Measures/Reports	Source of Ameritech's Obligation	Approved by Michigan Public Service Commission	Consistent with Justice Department's Views
(1) Installation intervals for provisioning non-DS1 loops (The agreement establishes as performance benchmarks that most orders of 1-24 loops will be provisioned in 5 days, most orders of 25-48 loops within 6 days, most orders of 49-96 loops within 7 days, and most orders of 97+ loops at an interval to be negotiated.)	AT&T Agreement, Schedule 9.10, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶51 ("UNE loop provisioning intervals - this can be an excellent measure of product specific provisioning cycle time and determinate of performance adequacy," provided "start and stop times [are] defined."); id. ¶¶46, 52, 73 (same); see also id. ¶29 ("[A]dequacy performance measurements apply in "applies-to-oranges" comparisons. An example might be the average time to provision an unbundled loop."); id. ¶41 (same); id. ¶57 (stating that "interval measurements should be based on company offered appointments only."); Mickens Aff., ¶¶38-46 (discussing procedures for starting and stopping the clock).
(2) Interval for provisioning DS1 unbundled local transport (The agreement provides that DS1 unbundled local transport will be provisioned within 7 days when facilities are available, and at negotiated intervals when facilities are unavailable.)	AT&T Agreement, Schedule 9.10, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. In addition to the above citations, see Friduss Aff., ¶46 ("Installation interval - an excellent measure of provisioning cycle time and therefore an integral performance party determinant," provided "agreement [is] reached on stop and start time and appropriate reporting requirements.").
(3) Interval for provisioning DS3 unbundled local transport (The agreement provides that DS3 unbundled local transport will be provisioned at negotiated intervals.)	AT&T Agreement, Schedule 9.10, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. In addition to the above citations, see Friduss Aff., ¶46 ("Installation interval - an excellent measure of provisioning cycle time and therefore an integral performance party determinant," provided "agreement [is] reached on stop and start time and appropriate reporting requirements.").
(4) Interval for provisioning OC-N unbundled local transport (The agreement provides that OC-N unbundled local transport will be provisioned at negotiated intervals.)	AT&T Agreement, Schedule 9.10, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. In addition to the above citations, see Friduss Aff., ¶46 ("Installation interval - an excellent measure of provisioning cycle time and therefore an integral performance party determinant," provided "agreement [is] reached on stop and start time and appropriate reporting requirements.").

What Ameritech Measures/Reports	Source of Ameritech's Obligation	Approved by Michigan Public Service Commission	Consistent with Justice Department's Views
(5) Trouble report rate, measured as a percentage	Ameritech Public Commitment	N/A	Yes. See Friduss Aff., ¶64 ("[Trouble Report Rate] is the key measure of service reliability and, as a historical matter, positively correlates with an end user's perception of their provider."); id. ¶52 (describing "Percent right the first time" as "an excellent measure of provisioning reliability performance").
(6) Mean time to repair	Ameritech Public Commitment	N/A	Yes. See Friduss Aff., ¶64 ("[Mean Time to Repair] is the key measure of trouble report cycle time."); id., ¶¶46, 57 ("an excellent measure of maintenance cycle time and integral to performance parity determination"); id., (same).
(7) Percentage of lines out-of-service for over 24 hours	Ameritech Public Commitment	N/A	Yes. See Friduss Aff., ¶51 ("UNE loop out-of-service repair intervals - excellent measure of product specific maintenance cycle time and determinant of performance adequacy.").
(8) Speed of answer - Ordering, measured as a percentage of calls answered in > 10 seconds	Ameritech Public Commitment	N/A	Yes. See Friduss Aff., ¶52 ("Service Center response time - an excellent potential measure of ordering cycle time," provided "response time [is] specifically defined as 'time to speak to the [BOC] representative.'").
(9) Speed of answer - Prov/MTCE, measured as a percentage of calls answered in > 20 seconds	Ameritech Public Commitment	N/A	Yes. See Friduss Aff., ¶64 ("[BOC Service Center Speed of Answer] is an important measure of performance activity, relating to an activity not required by the BOC.").
(10) Firm order confirmations, measured as a percentage provided in > 48 hours	Ameritech Public Commitment	N/A	Yes. See Friduss Aff., ¶62 ("Firm Order Response Time provided by product, e.g., Resale POTS, UNE Loop Trunk Order - An important adequacy performance measure because it measures whether CLEC service orders are processed in a manner that allows overall provisioning intervals to be at parity.").

What Ameritech Measures/Reports	Source of Ameritech's Obligation	Approved by Michigan Public Service Commission	Consistent with Justice Department's Views
(11) Geographically disaggregated performance information	Ameritech Public Commitment, provided upon request	N/A	Yes. See Friduss Aff., ¶39 ("Geographic market parity means comparing CLEC results to BOC results within the geography the CLEC has chosen to offer service. For example, if a CLEC offers resale service only in city A, a meaningful comparison may require the BOC to provide their retail results only for city A.").

SUMMARY OF AMERITECH'S PERFORMANCE MEASUREMENTS FOR RESALE

What Ameritech Measures/Reports	Source of Ameritech's Performance Obligation	Approved by Michigan Public Service Commission	Consistent with Justice Department's Views
(1) Percentage of POTS (regular or "plain old" telephone service) installation intervals more than 6 days	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶46 ("Installation interval -- an excellent measure of provisioning cycle time and therefore an integral parity determinant.").
(2) Percentage of POTS installed on or before the due date	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶52 ("Percent missed due dates - An excellent measure, when tied to provisioning interval, of provisioning cycle time performance. It is critical that this measure is determined with respect to the original due date, rather than a 'new' due date set in response to work force or other delays. Data needs to be gathered and reported by product and market.").
(3) Percentage of missed appointments for HICAP (high capacity service) installations	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶52 ("Percent missed due dates - An excellent measure, when tied to provisioning interval, of provisioning cycle time performance. It is critical that this measure is determined with respect to the original due date, rather than a 'new' due date set in response to work force or other delays. Data needs to be gathered and reported by product and market.").

What Ameritech Measures/Reports	Source of Ameritech's Performance Obligation	Approved by Michigan Public Service Commission	Consistent with Justice Department's Views
(4) Percentage of missed appointments for SUBRATE (low speed digital service below 96Kb) installations	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶52 ("Percent missed due dates - An excellent measure, when tied to provisioning interval, of provisioning cycle time performance. It is critical that this measure is determined with respect to the original due date, rather than a 'new' due date set in response to work force or other delays. Data needs to be gathered and reported by product and market.").
(5) Percentage of new service failures for POTS during first 7 days from installation date	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶52 ("Percent right the first time -- An excellent measure of provisioning reliability performance, if properly gathered and reported in an appropriate format.")
(6) Percentage of new service failures for HICAP during first 30 days from installation date	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶52 ("Percent right the first time -- An excellent measure of provisioning reliability performance, if properly gathered and reported in an appropriate format.")
(7) Percentage of new service failures for SUBRATE during first 30 days from installation date	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶52 ("Percent right the first time -- An excellent measure of provisioning reliability performance, if properly gathered and reported in an appropriate format.")

What Ameritech Measures/Reports	Source of Ameritech's Performance Obligation	Approved by Michigan Public Service Commission	Consistent with Justice Department's Views
(8) Percentage of POTS repairs not completed within 24 hours	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶52 (noting the importance of "specific cycle time and reliability measurements" to repair service performance); id., ¶64 (describing "out of Service Offer 24 Hours" as a "typical maintenance performance measure[] not provided by SWBT").
(9) Percentage of HICAP repairs not completed within 2 hours	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶52 (noting the importance of "specific cycle time and reliability measurements" to repair service performance); id., ¶64 (describing "out of Service Offer 24 Hours" as a "typical maintenance performance measure[] not provided by SWBT").
(10) Percentage of SUBRATE repairs not completed within 3 1/2 hours	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶52 (noting the importance of "specific cycle time and reliability measurements" to repair service performance); id., ¶64 (describing "out of Service Offer 24 Hours" as a "typical maintenance performance measure[] not provided by SWBT").
(11) Percentage of initial trouble reports (failure rate)	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶64 ("[Trouble Report Rate] is the key measure of service reliability and, as a historical matter, positively correlates with an end user's perception of their provider."); id. ¶52 (describing "Percent right the first time" as "an excellent measure of provisioning reliability performance").

What Ameritech Measures/Reports	Source of Ameritech's Performance Obligation	Approved by Michigan Public Service Commission	Consistent with Justice Department's Views
(12) Percentage of outside plant troubles	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶64 ("[Trouble Report Rate] is the key measure of service reliability and, as a historical matter, positively correlates with an end user's perception of their provider."); id. ¶52 (describing "Percent right the first time" as "an excellent measure of provisioning reliability performance").
(13) Percentage of firm order confirmations for switched services not provided within 4 days from date of order	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶¶54, 57, 62.
(14) Percentage of firm order confirmations for HICAP services not provided within 24 hours from time of order	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶¶54, 57, 62.
(15) Percentage of calls to service center made during normal business hours that are not answered within 10 seconds	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶52 ("Service Center response time - an excellent potential measure of ordering cycle time," provided "response time [is] specifically defined as 'time to speak to the [BOC] representative.'").
(16) Percentage of calls to repair center made at any time that are not answered within 20 seconds	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶64 ("[BOC Service Center Speed of Answer] is an important measure of performance activity, relating to an activity not required by the BOC.").
(17) Operator services: toll assistance speed of answer	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶67 (describing Ameritech's Toll and Directory Assistance performance measures as "typical").

What Ameritech Measures/Reports	Source of Ameritech's Performance Obligation	Approved by Michigan Public Service Commission	Consistent with Justice Department's Views
(18) Operator services: directory assistance speed answer	AT&T Agreement, Schedule 10.9.2, Section 3.8	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶67 (describing Ameritech's Toll and Directory Assistance performance measures as "typical").
(19) Mean time to repair	Not a contractual obligation, but offered in response to requests of some carriers and shift by MPSC and other commissions to monitoring mean time to repair information	Yes. MPSC April 4 Order, p.5.	Yes. See Friduss Aff., ¶64 ("[Mean Time to Repair] is the key measure of trouble report cycle time."); id., ¶¶46, 57 ("an excellent measure of maintenance cycle time and integral to performance parity determination"); id., (same).
(20) Geographically disaggregated performance information	Ameritech Public Commitment, provided upon request	N/A	Yes. See Friduss Aff., ¶39 ("Geographic market parity means comparing CLEC results to BOC results within the geography the CLEC has chosen to offer service. For example, if a CLEC offers resale service only in city A, a meaningful comparison may require the BOC to provide their retail results only for city A.").