II. Purpose

3. The purpose of our statement is to address certain inaccurate or misleading statements contained in the Comments and supporting Declarations filed in this proceeding by a few of the commenters concerning (a) the performance measurements that Verizon has implemented to monitor the performance it provides to CLECs; (b) the results of the measurements collected to date; and (c) the Performance Assurance Plan ("Plan") and Change Control Assurance Plan ("CCAP") (collectively the "Plans"), which the Massachusetts Department of Telecommunications and Energy ("DTE") adopted on September 5, 2000.

4. As we demonstrated in our Declaration, Verizon has implemented a comprehensive system of service performance measurements for timeliness, reliability, and quality. The performance reports that Verizon provides enable both regulators and CLECs to monitor the service Verizon provides for CLECs and its own customers. We also demonstrated that, as discussed further below, Verizon is subject to "self-executing enforcement mechanisms that are sufficient to ensure compliance with established performance standards." These enforcement mechanisms are contained in the Plans filed by Verizon on September 15, 2000 (Guerard/Canny Decl. Att. C) in compliance with the Massachusetts DTE's order of September 5, 2000 adopting Verizon's proposed Plan. D.T.E. 99-271, *Order Adopting Performance Assurance Plan* (Sept. 5, 2000) ("*September 5 Order*") (*see* App. B, Tab 559). On October 27, 2000, as discussed below, Verizon filed revised Plans with the DTE.

III. Verizon's Performance Reports Continue to Show Nondiscriminatory Performance for CLECs

5. Overall, as Mr. Lacouture and Ms. Ruesterholz, and Ms. McLean and Mr. Wierzbicki explain, and as the performance reports attached to our Declaration and Reply Declaration show, Verizon's performance for CLECs is strong. WorldCom and Covad take issue with the studies presented in Verizon's application that analyzed reported results for several measures and demonstrated that the reported results do not reflect discriminatory conduct by Verizon. For example, Covad argues that, having agreed to a measure in the Carrier-to-Carrier process, Verizon should not be able to "chang[e] the performance metric rules" "unilaterally" by providing any further analysis of a reported result. Covad Br. at 13. *See also* WorldCom Br. at 54-55; Kinard Decl. ¶¶ 28-29. These claims are without merit.

6. First, Verizon does not "chang[e] the performance rules" unilaterally. Verizon reports the results of the Carrier-to-Carrier measures in accordance with the stated definitions and business rules. And, once the Performance Assurance Plan is effective, Verizon will follow the Plan (including, if appropriate, seeking a waiver for certain measures) in providing bill credits to CLECs, even if particular measures are flawed.

7. The Carrier-to-Carrier process by which measures are developed, however, necessarily is a predictive one in many cases. That is, when the Carrier Working Group agrees that a particular product, service, or process should be measured, it then attempts to design a measure that will capture the relevant performance. In some cases, however, when Verizon actually begins collecting data and reporting results, it turns out that the

measure as designed may reflect factors other than Verizon's performance. In those cases, the Carrier Working Group may need to refine the measure further. *See, e.g.,* Guerard/Canny Decl. Att. A. For example, as discussed in our Declaration, ¶ 78, the reported results for PR-3-10 (Percent Completed Within Six Days) for 2-wire xDSL loops are affected by the fact that a substantial proportion of xDSL loop orders submitted by CLECs require manual loop qualification, which adds up to three days to the standard provisioning interval. Verizon has raised this issue with the Carrier Working Group, and the issue whether prequalified lines should be included with those that have not been prequalified is under discussion. Verizon believes that consensus will be reached on this issue in the near future and that the modified metric will be presented to the Commission for approval in December.

8. Verizon has taken other steps to address measurements that incorrectly include factors beyond Verizon's control. For example, the average offered and completion interval measurements permit Verizon to exclude from the calculation orders where the due date is longer than the standard interval or first available SMARTS Clock appointment. The ability to exclude such orders from the calculation, however, depends on the whether the order is correctly "X" coded to indicate that the CLEC has requested an interval longer than the offered interval. When Verizon implemented LSOG 4 for ordering, it built in the ability for its systems to check SMARTS Clock or the standard interval and automatically put the correct code on an order. A substantial number of LSRs are still being submitted over LSOG 2, however, and Verizon's systems are unable to perform the automatic check on these orders. Guerard/Canny Decl. ¶ 70.

9. Finally, as we have explained before, Guerard/Canny Decl. ¶ 171, the reported performance results are intended to enable Verizon, CLECs, and regulators to monitor Verizon's performance. As the Commission has recognized, a missed measurement is not, per se, a failure of Verizon to meet its obligations under the Act. Instead, a missed measurement is a flag to Verizon that the underlying process or performance needs to be examined to understand whether there is a problem. In some cases, there is no problem with Verizon's process or performance; instead, the problem is that the measure reflects unrelated factors not within Verizon's control. In those instances, Verizon has presented data demonstrating this.

10. Provisioning measure PR-3-10 is an example of a measure that reflects factors not within Verizon's control. As noted above, the measure currently includes orders that require manual loop qualification even though such qualification adds up to three days to the standard six-day interval for xDSL loops. Moreover, as discussed in our Declaration, the measure also includes orders where the CLEC requests an interval of more than six days, but fails to "X" code the order correctly. *See* Guerard/Canny Decl. ¶¶ 69-70. The measure also includes orders where provisioning is delayed as a result of facility issues. The Performance Assurance Plan as approved by the DTE excludes orders missed for facility reasons from the Percent On-Time measure for DSL services. *See* Guerard/Canny Decl. ¶ 129, yet such orders are included in this measure.

11. Moreover, the retail service measured for PR-3-10 is different from the retail service measured for other 2-wire provisioning xDSL measurements. For most 2-wire xDSL provisioning measurements, the definitions specify that the retail service measured for comparison is Verizon's retail ADSL service, Infospeed. For PR-3-10, the

DSL collaborative agreed to use residential second lines as the retail comparison, and this is reflected in the definitions. Guerard/Canny Decl. Att. B, at 48 of 101.

12. The DSL collaborative chose residential second lines because they require a dispatch for installation, as do unbundled xDSL loops. While the two products are not the same, the participants believed that the element of dispatching to install a new line was the significant operational characteristic. It is important to note, however, that the intervals for the two products are not the same: for residential second lines the due date is the greater of five days or the SMARTS Clock date; as a result, the intervals may vary. Unbundled xDSL loops, however, have a standard six-day interval if the loop is pre-qualified and up to nine days if the CLEC requests manual loop qualification. Residential second lines, of course, do not involve loop qualification.

13. In the vast majority of cases, Verizon's retail ADSL product does not require a dispatch, since it uses an existing in-service voice line. Even when a technician must be dispatched, the field activities are different from those involved in installing a new line. On the other hand, the retail ADSL product has the same six-day standard interval as unbundled xDSL loops. Therefore, it was chosen as the retail comparison for measurements PR-1-01, 1-02, 2-01, and 2-02 – average interval offered and completed for no-dispatch and dispatch orders. As we have previously explained, all retail ADSL orders are pre-qualified, since the retail ADSL products are not offered to the end user unless the loop is qualified. A substantial portion of unbundled xDSL loop orders is not pre-qualified, and therefore have up to a nine-day interval. *See* Attachment A. We demonstrated that this factor, alone, causes Verizon's reported Carrier-to-Carrier results to appear out of parity. Verizon completed wholesale xDSL orders involving pre-

qualified loops more quickly than it completed retail ADSL orders. Guerard/Canny Decl. Att. K.

14. To assist in understanding the impact of these factors on Verizon's reported performance, Verizon asked Dr. Robert Gertner, from the University of Chicago, to analyze Verizon's performance for several measures relating to DSL performance. That analysis, and his conclusions, are reported in the Joint Declaration of Robert Gertner and Gustavo Bamberger. Dr. Gertner confirmed first, that Verizon's DSL results reported in the Carrier-to-Carrier reports were correctly calculated. He also confirmed that various factors, which are outside of Verizon's control, explain all or almost all of the apparent disparity on the DSL performance metrics. Further, he determined that if these factors are excluded from the measure, as they should be, it is apparent that Verizon completes orders for CLECs within intervals that are comparable to its own retail DSL orders. In other words, the reported results for these interval issues do not reflect poor or discriminatory performance by Verizon.

15. Covad suggests that Verizon failed to provide nondiscriminatory service to CLECs during the work stoppage that occurred in August of this year. Covad Br. at 22-23. Verizon has examined the effects of the work stoppage on its carrier-to-carrier performance results for August and September. As explained by Mr. Lacouture and Ms. Ruesterholz, for products with absolute standards (such as hot cuts, DSL installation, and collocation), the fact that Verizon stopped provisioning activities during the first two weeks of the work stoppage means that any order with a due date during that period was missed. The strike, and the ensuing recovery from the strike, affected performance in both August and September when Verizon worked to catch up on the orders that could not be

completed during the strike. As a result, Verizon's missed appointment (or, conversely, percent on-time) results are worse in August and September than they were in May, June, and July. Nonetheless, by September, the missed appointment measure was back in single digits, and was comparable (within only two percentage points) for wholesale and retail.

16. Verizon examined 37 distinct provisioning and maintenance measurements with parity standards that appear to be out of parity in August. (There are over 200 individual provisioning and maintenance measures included in Verizon's Carrier-to-Carrier reports. The vast majority of them continue to show that Verizon provides nondiscriminatory service to CLECs.) Of those, Verizon determined that 25 provisioning measures warranted further analysis to determine why they appeared out of parity in August when they had not historically done so. Verizon then examined the same 25 measures for September. Attachment B to our Reply Declaration provides our analysis of the measures.

17. Verizon found that the work stoppage had a significant impact on the reported results for these measures as a result of three significant factors: First, in many cases, Verizon was more aggressive in completing orders missed during the work stoppage for CLECs than for retail customers. As a result, during the last week of August, Verizon completed a higher proportion of backlogged wholesale orders than of backlogged retail orders. Since orders appear in the provisioning measurements in the month in which they are completed, all of these CLEC orders with missed due dates are included in the August results, while relatively fewer retail orders with missed due dates are included, since they were not completed until September. This factor also affected

some "interval" measurements, since many retail orders with completion intervals that were extended as a result of the work stoppage were not completed in August and thus were not included in that month's results.

18. Second, as explained by Mr. Lacouture and Ms. Ruesterholz, the volume of incoming wholesale orders dropped only about 10% during the work stoppage compared to pre-strike levels, while the volume of incoming retail orders dropped by approximately 65%. As a result, at the conclusion of the work stoppage, on a percentage basis, there was a substantially higher inventory of service orders to be provisioned in wholesale than retail. *See* Attachment C. As explained by Mr. Lacouture and Ms. Ruesterholz, the procedures for handling orders received during the work stoppage called for the assignment of future due dates, and the orders should have been given an "R" code (rather than the usual "X" or "W" code) indicating receipt during the strike. "R" coded orders were excluded from the average interval offered and average interval completed performance calculations. Following the work stoppage, Verizon worked with the CLECs to reschedule these due dates. Orders originally due during the work stoppage that could not be dispatched also had to be re-appointed with the CLECs; when these orders were completed a "company miss" code should have been applied to indicate the original installation appointment was missed for company reasons (even if Verizon met the rescheduled due date). These orders were then counted as missed appointments for purposes of calculating percent missed appointment performance (and, conversely, they were not counted as on-time orders for purposes of calculating percent on-time performance). Because in many cases Verizon completed a higher proportion of the strike backlog for CLECs in August than for retail, there would be a relatively higher

proportion of orders with Verizon missed appointments in the August CLEC results than in retail.

19. Third, there appears to have been some confusion on both the wholesale and retail side about the appropriate coding of orders entered during the work stoppage. As noted, orders received during the work stoppage should have been "R" coded, so that they could be excluded from the calculation of the average interval offered and completed. It appears that a large proportion of orders received during the work stoppage, in both wholesale and retail, were incorrectly "W" coded. Since retail order volume dropped by 65% during the work stoppage, however, there is a smaller proportion of incorrectly coded orders in the retail results. Finally, it appears that a large number of retail orders that were missed during the work stoppage may not have been coded as company misses even though they should have been. As a result, in a few instances, it appears that retail missed fewer appointments than they actually did.

20. As Mr. Lacouture and Ms. Ruesterholz explain, the volume of trouble report calls answered for retail dropped approximately 50% from pre-strike volumes, while volumes for wholesale dropped only about 30%. Moreover, since CLECs also had the ability to submit trouble reports electronically, the overall volume of trouble reports for CLECs dropped only about half as much as the volume of trouble reports for retail did. Nevertheless, as shown in the Carrier-to-Carrier reports (Attachment D), Verizon overall provided nondiscriminatory maintenance and repair for CLECs in August and September.

21. In September, only ten of the twenty-five measurements analyzed above continued to show results that are not in parity. As Mr. Lacouture and Ms. Ruesterholz

explain, the effects of the strike may continue to be felt in certain areas for a number of months. Nevertheless, as expected based on this analysis, the remainder of the 25 metrics examined show wholesale performance at parity with or better than retail performance. This is due, in part, to the fact that a significant portion of the wholesale work stoppage-related backlog was cleared in August and so had much less impact in the September results for wholesale. For those measurements that continue to appear out of parity, the primary cause is the incorrect coding of orders discussed above. An analysis of particular measurement results for September is included in Attachment B.

22. Verizon also examined the effects of the work stoppage on measure PR-3-10 for September in particular. Verizon backed out orders that originally had due dates during the strike and orders that were received during the strike (and therefore were given future dates that were later renegotiated). When the strike-affected orders are removed from the results, the percent completed in six days for CLECs improved from 56.33% to 69.67%. The percent of retail second lines completed in six days improved from 65.54% to 68.54%. As is evident, when the effects of the strike are eliminated, retail and CLEC performance is in parity.

23. Indeed, Covad's CEO confirmed that Verizon's aggressive efforts to clear the work stoppage-related backlog for CLECs were successful, even if they had the perverse effect of making Verizon's reported Carrier-to-Carrier performance results look worse: "I will give them a lot of credit. They have done a wonderful job, I would highly commend Ivan Seidenberg's organization for really stepping up. And it has been surprising how well they have rebounded in terms of meeting service expectations for me." RadioWallStreet.Com Interview with Robert Knowling (October 5, 2000).

IV. Commenters Complaints About the Carrier-to-Carrier Performance Measurements Are Without Merit

24. Commenters raise only a handful of arguments concerning the measurements contained in Verizon's Carrier-to-Carrier reports. Many are simply disagreements with the definitions for the measurements that were developed through the Carrier-to-Carrier process described in our Declaration; none has merit.

25. For example, Network Access Solutions ("NAS") complains that Verizon offers only full day appointments for DSL installation. NAS then argues that it is unreasonable to expect its end user to stay home all day, and that Verizon should count as a *Verizon* missed installation appointment any situation where installation does not occur because *NAS's* end user is not home when the installer arrives. NAS Br. at 3-4. This is contrary to the Carrier-to-Carrier Guidelines, which exclude instances where Verizon is unable to complete an order on the due date for customer reasons – *e.g.*, where Verizon is unable to gain access to the premises because the customer is not home. NAS has not brought any proposal to change this measurement to the Carrier Working Group, nor has it presented any data demonstrating that the measure should be changed.

26. WorldCom complains about a handful of trunking measures, and claims that specific changes should be made to the definitions and business rules to capture additional performance. Kinard Decl. ¶¶ 18, 21-24. Verizon measures and reports its performance under these measures in accordance with the Carrier-to-Carrier Guidelines. WorldCom has raised these issues with the Carrier Working Group. If the Carrier-to-Carrier Guidelines change, Verizon will report in accordance with the new Guidelines.

27. WorldCom also complains that Verizon has not yet reported performance results for three measurements: OR-5-03, Achieved Flow Through; PO-8-01, Manual Loop Qualification; and PO-8-02, Engineering Record Request. We have already explained why Verizon does not currently report results for these measurements. Guerard/Canny Decl. ¶¶ 28, 55. With respect to the Achieved Flow Through measurement, it made no sense to undertake the development work needed to report this measure in Massachusetts until the definitions and exclusions were settled. The Carrier Working Group has now reached consensus on the definitions and exclusions for Achieved Flow Through. Once approved by the New York Public Service Commission (PSC), they will be incorporated into both the New York and Massachusetts Carrier-to-Carrier reports. WorldCom's claim with respect to the two pre-ordering measurements (PO-8-01 and PO-8-02) is disingenuous. As we explained, the underlying transactions do not currently exist and therefore there is nothing to measure. The transactions must be developed through the Change Management process before Verizon can begin measuring those transactions. Guerard/Canny Decl. ¶ 28. To date, no CLEC has brought this change request to Change Management, and therefore, at the last Carrier Working Group meeting, the Administrative Law Judge who oversees the Carrier-to-Carrier process asked Verizon to present the necessary request to Change Management. Verizon has begun the steps necessary to implement this transaction and is now treating this change as a regulatory requirement under the Change Management processes.

28. Finally, WorldCom and Covad complain that they have not been able to independently verify Verizon's measurement results because they have not received CLEC-specific carrier-to-carrier reports. Kinard Decl. ¶ 6; Covad Br. at 25 and n. 50

These commenters do not claim Verizon has violated any requirement of the DTE. When the Massachusetts DTE adopted the New York Carrier-to-Carrier Guidelines for purposes of KPMG's evaluation of Verizon's OSS, "and for evaluating Bell Atlantic's compliance with the requirements contained in § 271 of the Telecommunications Act of 1996," it required Verizon to provide "six months of raw data, algorithms, and calculated data" to KPMG and to provide the same data to the CLECs. Massachusetts DTE Letter Order dated January 14, 2000 at 2-3 (App. B, Tab 282). Verizon did so. No CLEC has requested that the DTE require Verizon to provide CLEC-specific reports. Moreover, WorldCom acknowledges that CLEC-specific reports in Pennsylvania are being provided pursuant to a state commission requirement there. Kinard Decl. ¶ 6.

V. KPMG Thoroughly Reviewed Verizon's Performance Measurements

29. As we noted in our Declaration, KPMG conducted a comprehensive investigation of the procedures and systems used by Verizon to capture retail and wholesale measurements for pre-ordering, ordering, provisioning, maintenance and repair, and billing. KPMG concluded that it was satisfied with the integrity of the data used to produce performance reports. *See* KPMG Report at 649-659. WorldCom argues, nevertheless, that KPMG did not independently verify Verizon's raw data. Kinard Decl. ¶ 6. As KPMG noted in its report, it indirectly verified the raw data used to produce the performance measurements during its transaction testing – that is, it saw the results it obtained as it performed its tests, and whether those results matched the results Verizon measured. *See* KPMG Final Report at 646.

30. Moreover, KPMG compared Verizon's raw data with the "filtered" data used to calculate the metrics to evaluate the accuracy and completeness of Verizon's

processes. (The term "filtered" data" refers to the fact that specific information is extracted from the raw data – the actual orders – and stored on log files that are then used to calculate the metrics. This process occurs because not all information from the original order is necessary to calculate the performance metrics – for example, it is not necessary to know the customer's name and address to calculate order confirmation response times or the length of time it took to provision the order. Verizon extracts the required information in order to have files of a manageable size for calculating metrics.) KPMG was able to match 99.5% of the measurement fields examined. KPMG Report at 649. KPMG also validated Verizon's reported results. KPMG testified that it was "highly certain that Verizon appropriately and accurately captures and reports its performance [metrics] to CLECs each month." Tr. 5629 (corrected numbering - August 29, 2000) (App. B, Tab 547).

31. Covad complains that no third party has validated Verizon's DSL measurements. Covad Br. at 24, 34-35. While KPMG did not verify the separate disaggregation of xDSL data, xDSL data was included in the UNE loop data for provisioning and maintenance that KPMG did verify. *See, e.g.,* KPMG Report at 20, 24. Moreover, Verizon asked Dr. Gertner to verify the calculation of the DSL metrics as part of his work to examine these measurements. Dr. Gertner was able to replicate Verizon's measurements exactly. Gertner/Bamberger Reply Decl. ¶ 12.

32. Finally, as we noted in our Declaration (¶ 133), two of KPMG's "not satisfied" findings concerned Verizon's change management procedure for performance measurements. KPMG reviewed changes that Verizon made in July, but concluded that there was too small a sample for evaluation. The Massachusetts DTE retested this item

based on Verizon's changes for August. The Massachusetts DTE followed the same process used by KPMG in its OSS evaluation. First, it compared the reported results of August 2000 performance measures calculated under both the August and July algorithms. Then it examined any discrepancies between the two sets of results and checked the differences against Verizon's Change Control Notices. The DTE found that in every case, Verizon had provided advance notice of metrics calculation changes through a formal change Control Notice. The DTE concluded that Verizon's defined metrics change control process sufficiently records changes to the metrics calculation process and allows for effective tracking of such changes. DTE Evaluation at 96, n. 296.

VI. Verizon's Performance Assurance Plan is More Than Sufficient to Prevent "Backsliding"

33. Several commenters challenge the sufficiency of the Performance Assurance Plan and recommend that it be modified. These commenters are simply repeating arguments they have already made and lost before the DTE.

34. WorldCom claims that the amount at risk under the Plan is not sufficient because the dollar cap is set at 36% of ARMIS total net return, while remedies under the New York Plan are now set at 44% because of the addition of certain special provisions copied from the Commission's measurements in the Consent Decree concerning delayed status notices. WorldCom Br. at 53-55; Kinard Decl. ¶¶ 11-12, 31-32. *See also* ALTS Br. at 53-55. The DTE specifically determined that the amount at risk should be 36% of total net return, based on the Commission's determination that such a level was appropriate in the New York and Texas orders. *September 5 Order* at 24-25 (App. B, Tab 559). In making that determination, the DTE was well aware that the Massachusetts Plan

proposed by Verizon did not include the special provisions related to delayed status notices. *Id.* at 13, 25 n. 20. Moreover, the DTE required Verizon to put an additional $5.28 million at risk for the Massachusetts Change Control Assurance Plan. In New York, the amount at risk under the CCAP was part of the 36%; in Massachusetts, it is on top of the 36% of net return used by the DTE. *See* Guerard/Canny Decl. Att. C at 1 of 29.

35. WorldCom also complains that, under the Massachusetts Plan, CLECs obtain the greater of the Plan remedies or the remedies available under the *Consolidated Arbitration*, whereas in New York, the Plan remedies are in addition to any remedies in a CLEC's interconnection agreement. Kinard Decl. ¶¶ 31-33. The DTE expressly concluded that "Implementation of both [the Plan and the *Consolidated Arbitration*] penalty mechanisms in Massachusetts would result in significant double counting and would be unfair to Verizon." *September 5 Order* at 30 (App. B, Tab 559). Because CLECs can obtain the higher of the two credits, the DTE concluded that Verizon had adequate incentives to continue providing good service. *Id.*

36. WorldCom further argues that the structure of the Plan is ineffective to prevent discriminatory behavior because the scoring system and the remedy caps and sub-caps are arbitrary and provide only limited sanctions. Kinard Decl. ¶¶ 25, 35. Both the New York PSC and this Commission rejected WorldCom's claims when they were raised in connection with the New York PSC. WorldCom raised these claims again before the DTE, and the DTE rejected them, pointing to the Commission's New York Order where it "found that 'the structural elements of the Plan appear reasonably designed to detect and sanction poor performance when it occurs. The [PAP] and the [CCAP] set forth, in great detail, the processes by which Bell Atlantic's performance is measured and

evaluated, the method for determining compliance and non-compliance with respect to individual metrics, and the manner in which noncompliance with individual metrics will translate into bill credits' (footnote omitted)." *September 5 Order* at 27, quoting *New York Order* ¶ 440 (App. B, Tab 559).

37. Finally, WorldCom argues that the Plan is deficient because it does not contain any line sharing measures, and because it does not include DSL as a separate mode of entry in the Plan. WorldCom Br. at 58-59; Kinard Decl. ¶¶ 13, 19. *See also* Covad Br. at 47-48. Rhythms raised similar arguments before the DTE, and the DTE did not make this change to Verizon's proposed Plan. The Performance Assurance Plan now contains four DSL measures as part of the Critical Measures portion of the Plan, as does the New York Plan. The New York PSC is currently considering changes to the New York Plan, including additional metrics for DSL services and making DSL a separate mode of entry. The Massachusetts DTE has stated that its approach going forward, "without limiting our right to evaluate potential changes or additions to the adopted metrics, is to incorporate into the Massachusetts PAP whatever new metrics, if any, the NYPSC adopts for the New York PAP." D.T.E. 99-271, *Order Adopting Performance Assurance Plan* at 26 (App. B, Tab 559).

38. On October 27, 2000, Verizon filed a revised Performance Assurance Plan with the DTE that, among other things, includes a clearer statement of the process described above. The Plan now states: "Changes to the New York Plan adopted by the New York PSC will be filed with the Department within 30 days for inclusion in the Massachusetts Plan upon the Department's approval." A copy of the revised Plan is Attachment E to our Reply Declaration.

39. This concludes our Reply Declaration.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 31, 2000

Elaine M. Guerard

Elaine M. Guerard

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on November 1, 2000

Julie A. Canny

A

US OFFICE PRODUCTS

JOINT REPLY DECLARATION OF ELAINE M. GUERARD AND JULIE A. CANNY

ATTACHMENT A

REDACTED FOR PUBLIC INSPECTION

B

US OFFICE PRODUCTS

JOINT REPLY DECLARATION OF ELAINE M. GUERARD AND JULIE A. CANNY

ATTACHMENT B