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TDS METROCOM

November 21,2002

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Room TWB-204
Washington, D.C. 20054

Re: Notice of Ex Parte Communication
WCB Docket Nos. 01-338, 96-98, 98-147, 01-318

Dear Ms. Dortch:

On November 21,2002, the attached letter was sent to William Maher, Chief of the Wireline Competition Bureau. Courtesy copies were also sent to those listed at the end of the letter.

If you have any questions concerning this matter, please contact me.

Sincerely,

Mark Jenn
Manager - Federal Affairs
TDS METROCOM
608.664.4196

Enclosure

No. of Copies rec'd
List ABCDE

TDS METROCOM

November 21,2002

William Maher
Chief, Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20054

Re: *Ex Parte Letter*
WCB Docket Nos. 01-338, 96-98, 98-147, 01-318

Dear Mr. Maher,

During a meeting with you and the Triennial Review Team on October 23, Jim Butman, Peter Healy and I discussed numerous issues related to UNE loop ordering and provisioning. Because of time limitations **we** were not able to answer all of the questions WCB staff had for us. It was suggested that additional information be entered into the record through a follow-up letter. This letter provides more detailed information on the loop access problems currently being encountered by TDS Metrocom, potential problems we see on the horizon and ideas for specific remedies.

Loop Access Issues

Inaccurate or Inaccessible Loop Qualification Information: Perhaps the most serious problems facing TDS Metrocom today are ones that impair our ability to provide DSL service to customers.

- SBC-Ameritech has provided TDS Metrocom with access to two separate systems to perform loop pre-qualification - Verigate and DTI. TDS Metrocom must enter addresses into these systems to determine loop lengths, identify loop types (copper versus fiber) and locate things such as bridged taps that may impede the provision of DSL. These systems are terribly inadequate and at least informally, SBC-Ameritech personnel have admitted that a quarter of the data is incorrect. They lack numerous customer addresses, chunks of data on specific loops are missing or incorrect and many times the data in the two systems for the same address are wildly different. Additionally, the data is not necessarily consistent with plant records housed in some separate database that is inaccessible to CLECs. In the case of a conflict between the two pre-qualification systems used by CLECs, or if data does not exist, plant records data can be checked by SBC-Ameritech or line testing can occur upon request, for a

charge. Many times the results returned differ significantly from the information in either database used by CLECs. Because the data accessible by TDS Metrocom is so poor, pre-qualifying a DSL loop has become a shot in the dark. We receive rejections for no apparent reason and must add days or weeks to the ordering process to clear up the issue. We cannot even begin to measure how many potential DSL customers we may have inadvertently turned away due to inaccurate pre-qualification data on loop lengths. Furthermore, there are instances when DSL orders for TDS Metrocom are rejected yet customers are able to receive SBC-Ameritech retail DSL service over the same loop. Data is currently being collected on such cases.

- What may be most troubling about this issue is the failure of SBC-Ameritech to officially acknowledge that this is a problem. During the summer of 2002, in response to a request from the Illinois Commerce Commission (ICC), TDS Metrocom provide nine examples of discrepancies between the Verigate and DTI databases, most of which also showed a third, different data point when loops were tested in the field. In an attempt to determine how widespread this problem was, TDS Metrocom tracked a sample of 125 DSL orders. The results showed that in **36** cases (28.8%), the data reported by the Verigate and DTI tools were sufficiently different so as to call into question the integrity of the underlying data. Differences of up to 23,000 feet or over 4 miles were observed. Despite this, during the same period, SBC-Ameritech reported that it was providing loop makeup information with 100% accuracy. Attachment A contains a copy of an affidavit submitted by TDS Metrocom in the Section 271 proceeding for SBC-Ameritech in the state of Michigan. This affidavit includes the information provided to the ICC, results of the DSL ordering data sample and a copy of the SBC-Ameritech reported performance measure for this time period.

Conditioning and Facility Modification Issues: The following examples are just the latest in a never-ending string of problems with conditioning and facility modification that appear whenever SBC-Ameritech decides to unilaterally change internal policies without any regard for the operational impacts they cause.

- TDS Metrocom has recently filed a complaint with the Public Service Commission of Wisconsin (PSCW) on SBC-Ameritech's refusal to remove what they have termed "non-excessive bridged taps" or bridged taps of less than 2,500 feet. Over the last several years when TDS Metrocom requested conditioning of lines for DSL compatibility, all bridged taps were removed without incident. Beginning in February 2002 SBC-Ameritech changed its internal policies and not only stopped removing bridged taps of less than 2,500 feet on new orders, but actually took a number of current TDS Metrocom DSL customers out of service by apparently placing bridged taps on their lines. **A** copy of TDS Metrocom's complaint to the PSCW is attached. (Attachment B)

- Rejected orders due to lack of facilities, especially those for fiber in the loop (to a DLC or all the way to the customer) are on the rise. This in and of itself it a problem, but related to that is the process to request facilities modification as a potential

solution. The first step in this process is for SBC-Ameritech to attempt to find a copper loop to the customer in lieu of the fiber-fed DLC loop. Home run copper is sometimes a viable alternative, but in other cases the loop length is too long to provide DSL, there are quality issues or no spare copper exists. TDS Metrocom has no way to confirm when a determination that there is no spare copper is made because again, we have no access to plant records. In some cases DSL orders are then cancelled outright by SBC-Ameritech instead of going through a process to determine the cost of modifying facilities.

Even when the facilities modification process works correctly, it only allows TDS Metrocom to provide service in limited instances because of the high cost of modifying facilities and the extensive intervals to deliver facilities. The attached spreadsheet titled "Examples of Facilities Modification Charges Due to No Facilities" provides examples of the SBC-Ameritech build-out charges that TDS Metrocom would need to incur for new loops to serve these end users. (Attachment C) In one case it would have cost over $300,000 to build a single copper loop to a residential customer in a ***metropolitan*** area. Needless to say, TDS Metrocom could not provide service to that customer. However, in many cases customers can go directly to SBC-Ameritech and receive retail service immediately without additional charges.

A recent example highlights the problem. TDS Metrocom submitted an order for 5 loops for a small business named Key Industries. SBC-Ameritech responded that the order was a "Non-Standard Residence" and provided TDS Metrocom with a quote **of $667.46** for "special construction work to expand facilities for over 5 lines to a residence." The order was cancelled due to this extra cost. The customer then called SBC-Ameritech with the exact same order for retail service. The customer received a prompt due date and retail service was delivered without incident. The customer's initial bill included no charges in excess of normal service order and installation charges.

Sub-loop Ordering and Provisioning: TDS Metrocom has collocated facilities at a single remote switching unit in the state of Illinois. It was thought at the time that this would make it easier to provide service to customers in that area as well as act as a test for possible future remote terminal (RT) collocation. To say the experience has been terrible would be a grave understatement.

- Initially, TDS Metrocom did not even know that the remote facility existed. It was not in the LERG database, nor was it in any network information provided by SBC-Ameritech prior market launch in the area. TDS Metrocom personnel essentially stumbled upon the facility. This points to a huge problem in data availability. Information on where RTs are located and which customers are served by those remotes is impossible to come by. The minimal tools provided by SBC-Ameritech are inaccurate and incomplete. Even if TDS Metrocom wanted to collocate at additional remote locations, it would be impossible without sufficient data on which to plan network configuration and identify affected customer areas to justify devoting resources to the effort.

- Even today, ordering sub-loops from the RT is a painful process. In many cases SBC-Ameritech cannot even tell when a loop to specific customer address should be ordered from the host switch or the remote location. In other cases we are instructed to order sub-loops but SBC-Ameritech is unable to provide us with appropriate paperwork. We are then instructed to order full loops from the central office. However, SBC-Ameritech's UNE ordering group then rejects these orders because they expect to see a sub-loop order with the correct paperwork. This causes countless unnecessary rejections, delays and loss of customers. Problem resolution and trouble response on existing customers can be delayed because SBC-Ameritech does not accurately recognize where a loop terminates or even if it is a valid customer address for the RT. Furthermore, things such as DS-1 circuits and ISDN cannot be ordered from the remote as a sub-loop so transport costs back to the central office must be incurred, thus undermining the benefit of RT collocation. Without significant improvements in sub-loop information and ordering processes, CLECs will never be able to expand networks beyond central offices.

Hot Cuts and Provisioning Intervals: TDS Metrocom has worked diligently with SBC-Ameritech to improve hot cut and provisioning interval results with some success. Whether this continues in the future is an open question for a number of reasons

- TDS Metrocom uses Coordinated Hot Cuts (CHCs) for all business orders and Framed Due Times for residential orders reusing existing facilities. With respect to CHCs, TDS Metrocom has fought to get failure rates down to *5-6%*. Provisioning intervals have also improved somewhat. However, as the attached spreadsheet entitled "TDS Metrocom-Specific Provisioning Intervals" shows (Attachment D), the most recent SBC-Ameritech reported data show that they continue to miss interval benchmarks. This is very concerning when considered in light of speculated changes to UNE-P availability. It is unlikely that SBC-Ameritech will be able to provision large volumes of UNE loops when they have yet to adequately provision a smaller number of loop orders today.

- While reported CHC failure rates and provisioning intervals have begun to improve, the number of customer conversions that fall out of the process prior to establishing cut-over times cannot be ignored. The rise of rejected orders for lack of facilities, incorrect addresses, conditioning disputes, changes is ordering processes, etc., have not been adequately addressed. These exceptions are the problems that blow up and take days, weeks or even months to resolve costing customers and carriers time and money, yet are not counted in standard performance measures.

- Additionally, the process of receiving new residential loops is problematic. SBC-Ameritech currently gives CLECs a 9-10 hour window for delivery of the loop. However, some state customer service rules require that all carriers give customers a 4 hour window for service installation or automatic credits are triggered. SBC-Ameritech is able to accomplish this for its retail customers, but this issue has not yet been resolved for its wholesale customers.

Suggested Remedies

While there are many additional disputes that could be presented here, including the billing disputes that occur with literally every invoice, the list above provides good examples of the types of problems that surface on a day-to-day basis. With these issues in mind, here is what the FCC can do to improve the loop ordering and provisioning process and ensure access to the facilities needed for sustainable loop-based competition.

1. ***The Commission should clarify its definition of an unbundled loop as well as when loops are available for unbundling.*** The interpretational games played by the RBOCs create a constantly shifting landscape where competitive carriers may not know from one month to the next what facilities they can access, what services they can offer or what customers they can reach. **A** loop definition centered on the idea of a "transmission path" to the customer as opposed to the narrower "transmission facility" may be beneficial. An open transmission path, regardless of the type of physical facilities used or electronics attached, that allows requesting carriers to provide any service it desires is crucial. With respect to the availability of actual facilities, NewSouth Communications recently submitted a compelling letter on this topic to Christopher Libertelli, dated November 6,2002. Their proposal to more clearly define when facilities are available for unbundling purposes merits serious consideration by the Commission. Clarity on these issues will not only help resolve current disputes like the "no facilities" issue and the non-excessive bridged tap issue described above, they will hopefully limit areas of conflict down the road.

2. ***The Commission's impairment analysis should recognize that the fate of one UNE may be inseparably tied to access to another UNE is certain areas.*** **As** the Commission wrestles with an unbundled transport standard it has to take care not to craft **rules** too broadly. If unbundled transport, and therefore access to EELs, is eliminated in a certain wire center, it may have the de facto effect of eliminating access to loops in neighboring wire centers that are too small to justify competitive collocation. Similarly, if unbundled transport at a central office goes away, access to sub-loops behind DLCs served from that central office may also disappear because it could become uneconomical to collocate in RTs without unbundled transport back to the central office. Furthermore, if unbundled switching is eliminated in an area with a fiber-fed DLC, yet no home-run copper exists, access to unbundled loops is meaningless. The incredibly granular approach necessary to sort out these intricate issues argues heavily for state commission involvement in the impairment analysis.

3. ***The Commission should require RBOCs to provide access to the same plant records or facilities data that is used by its retail operations.*** As detailed above, information accessible by CLECs on RBOC DLC locations and customers served is wholly inadequate. Loop pre-qualification data is spotty at best. Rejections for lack of home run copper cannot be verified. "No facilities" and "fiber to the curb" determinations are impossible to confirm. In an environment such as this, how can facilities-based CLECs possibly make plans to expand their networks to RTs and beyond? If the

Commission somehow limits access to broadband capable facilities, how can competitive carriers ever hope to respond when they won't know what customers they can serve until after they submit orders and wait for a rejection notice?

4. ***The Commission should limit the ability of RBOCs to unilaterally alter access to UNEs by changing "internal" policies***. The majority of recent disputes over access to loop facilities have been triggered by changes in RBOC policies or processes. Amazingly these significant policy changes were not implemented through the existing formal change management processes that the RBOCs had agreed to use. In many cases CLECs are notified after the fact or with essentially no advance warning by information buried on an RBOC website or in one of the thousands of letters sent to CLECs. No other wholesale supplier in any other industry would ever consider changing the terms of delivery for a product without giving customers advance warning and the opportunity to discuss the change. **A** formal process with timelines for notice and comment should be required for any changes that operationally impact per-ordering, ordering, provisioning, repair and maintenance or billing. A requirement such as this wouldn't **be** necessary if the RBOCs were truly committed to a wholesale business, but clearly they are not.

5. ***The Commission should implement a baseline system offederal performance measures and remedies that supplements, but does not replace, state plans.*** As the Commission wrestles with loop provisioning issues such as hot cut performance, intervals and loop availability, enacting performance measures and remedies could establish appropriate incentives to insure adequate provisioning. TDS Metrocom has recently negotiated **a** performance and remedy plan with SBC-Ameritechthat is being considered by the PSCW. (Attachment E) The plan uses the extensive list of performance measures in place in the Ameritech region and contains strong remedies for inadequate performance. The plan includes such concepts as "parity with a floor" whereby poor retail performance which is at parity with poor wholesale performance does not exonerate SBC-Ameritech from the plan's remedies. (Section 8.5 of the attached plan) The plan escalates remedies when measures are missed over consecutive months and steps down those remedies over time as performance improves. (Section **8.6)** The plan calls for TDS Metrocom access to raw performance data and independent audits of results. (Section ***6.5)*** Finally, a unique "gap closure" provision allows TDS Metrocom to compel SBC-Ameritech to create and implement detailed plans to resolve persistently poor performance on specific measures. (Section 8.12) The FCC's continued work on crafting UNE performance measures and remedies is necessary and important, however, it is critical that the Commission does not invalidate years of diligent work by carriers, state commissioners and their staffs by preempting state performance plans.

The Commission has a great opportunity in the Triennial Review and related proceedings to refine its unbundling rules in such a way that today's disputes are resolved while at the same time the potential for future disputes is minimized. To do this, clear and detailed rules on the definition of the loop and loop availability must be crafted. Equal access to

information on facilities must be assured. Structures must be put in place to provide proper incentives for the RBOCs to truly embrace a wholesale business or have it forced upon them. And state regulators must be given a role in implementing the details of the Herculean task of impairment analysis.

If you or your staff wish to discuss any aspect of this letter further please contact me at any time.

Sincerely,

Mark Jenn
Manager - Federal Affairs
TDS Metrocom
525 Junction Road
Madison, WI 53717
608-664-4196

Cc: Christopher Libertelli
Matthew Brill
Daniel Gonzalez
Jordan Goldstein
Jeffrey Carlisle
Michelle Carey
Thomas Navin
Brent Olson
Rob Tanner
Jeremy Miller
Julie Veach

Attachment A

Copy of Affidavit Submitted to the Michigan Public Service Commission On Loop Qualification Data Problems

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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

AFFIDAVIT OF ROD COX

Rod Cox, being first duly sworn on oath, deposes and states as follows:

1. My name is Rod Cox. I am Manager of Carrier Relations for TDS Metrocom, LLC ("TDS Metrocom"). My business address is 525 Junction Road, Suite 6000, Madison, Wisconsin 53717.

2. The loop qualification information provided by SBC/Ameritech often is inaccurate. During the summer of 2002, in response to a request from the Illinois Commerce Commission, TDS Metrocom provided nine examples of discrepancies between the data reported by the DTI prequalification tool, and the Verigate tool, most of which also showed a third, different data point when the loops were tested in the field. A copy of the documents provided to the ICC is attached. In order to try to determine how widespread this problem was, TDS Metrocom tracked a sample of 125 DSL orders. The results showed that in 36 cases, the data reported by the DTI and Verigate systems was sufficiently different so as to call into question the integrity of the underlying data. A spreadsheet summarizing the orders is attached.

3. In a more recent example, the loop qualification in Verigate showed the loop length *to* be less than 6kft, the order was FOC'd by SBC/Ameritech, however when the technician in the field went to complete the order, the actual loop length was found to be

23kft. Needless to say, it was left to TDS Metrocom to explain to our customer why they would not be able to receive their DSL service that, according to SBC/Ameritech's records, was available.

4. The empirical data noted above highlights the grave concern TDS Metrocom feels over Exceptions 19 and 20 as noted by KPMG nearly a year ago. KPMG has noted that the data collection and retention procedures employed by SBC for reporting and calculating performance measures are not reliable. This unequivocally substantiated by the fact that, while TDS Metrocom was experiencing a 28.8 percent rate of errors in the loop make up information as reported by the two prequalification tools, SBC was reporting that the loop make up information provided to TDS Metrocom was "100% accurate". (See results for PM 1.2 posted by SBC on the CLEC Online website for May, June, and July of 2002. Copy attached.)

5. While the examples set forth in this affidavit are from other Ameritech states, they are relevant because Ameritech uses the same OSS systems in each state in the Ameritech region. Thus, If Ameritech is unable to accurately measure its data in Wisconsin the same systems will not provide accurate measurements in Michigan.

Further affiant sayeth not.

_____
ROD COX

Subscribed and sworn to before me this
____ day of November, 2002.

_____
NOTARY PUBLIC

TDS METROCOM

525 Junction Road, Ste. 6000
Madison, WI 53717

July 18, 2002

Via Email
Ms. Nancy B. Weber
Illinois Commerce Commission

Dear Ms. Weber

At the Commission's open meeting on July 9, 2002, the CLECs were asked to provide information on any aspects of the Ameritech OSS that we could "live without" if those elements were not tested as part of the Master Test Plan (MTP). The indicated purpose was to see if there were changes that could be made to "move the test along". TDS Metrcom, Inc. appreciates the opportunity to be heard on this issue and provides the following response.

In responding to this request, TDS Metrocom feels it is important to recall the origin of the MTP. When the MTP was first being developed on a region wide basis for Ameritech, the starting point, at Ameritech's suggestion, was from plans that were originally created for BellSouth and Verizon. CLECs, Ameritech and staff of the various states spent hundreds, if not thousands, of hours to come up with the current MTP.. We can be certain that Ameritech pushed back on anything CLECs or Staff asked to put in the plan if Ameritech thought CLECs could "live without it". Thus, anything the CLECs clearly could live without was already excluded at the time the test plan was put together. It is not realistic to expect the CLECs to respond, to a general request for suggestions to "move the test along", without revisiting the entire process of putting the plan together in the first place, and such a process is not possible in so short a time.

Both KPMG and AT&T provided uncontroverted information at the recent open meeting that the tests conducted of systems for Verizon, Qwest and BellSouth were the same, if not more exacting, than those being performed in Illinois for Ameritech's systems. If Verizon, Qwest and BellSouth can pass the same type and level of test, we should not settle for less from Ameritech. The test will "move along" just as fast as Ameritech fixes its systems so that they pass. We feel is important to remember that the test is not an end in itself. It is a means to ensure a properly functioning, adequate OSS system, and to ensure that

supporting systems report data about the OSS system accurately. We are experiencing ongoing problems with Ameritech's OSS system in the real world. We certainly cannot think of anything that has happened since the time the MTP was agreed to that would cause us to abandon items included in the MTP. For example, attached is a spreadsheet detailing current problems TDS Metrocom is encountering with Ameritech's loop qualification processes for ordering DSL loops. As these examples show, Ameritech's systems cannot even report the customer address correctly. The information that is reported back by Ameritech varies widely based on the particular interfaced used. Further, when the facility is investigated in the field, it has been found to be different than reported by either interface. With this type of real world performance, we urge the Commission to be very careful with respect to any changes that might lower the bar on the current tests.

As CLECs we are less directly involved in the day to day mechanics of running the tests. From this purely practical view it is difficult for us to make suggested changes to the MTP that will "move the test along". Even if we were able to suggest areas where changes may not have critical negative impacts on our business and our interactions with Ameritech's OSS, it would be entirely a matter of chance if those were the same areas that would allow the test to "move along". Thus, while we are certainly not categorically opposed to changes to the MTP, provided such changes do not reduce the integrity of the test, we do not feel it is appropriate or especially productive to ask us to bid blindly to make changes to the current MTP.

While we appreciate the Commission's request to provide our input, under the current circumstances we think it is unfair to put the burden on the CLECs to come up with suggestions to "move the test along". Despite that, we do have one suggestion that does not require any changes to the testing scope or methodology. From a purely administrative view, the addition of a formal escalation and expedited dispute resolution policy might help issues get identified and resolved more quickly. As a starting point the Commission might consider a process similar to that used in the ROC test in the Qwest region.

We understand that Ameritech has made an informal proposal, and we will review that and respond. However, we think it is more appropriate that such requests follow the formal process contained in the MTP. If Ameritech, KPMG or Staff makes a proposal under that process, we certainly agree to respond in good faith and attempt to negotiate resolution of any changes the parties may request.

Very truly yours,

Peter R. Healy
Manager CLEC External Relations
TDS Metrocom, Inc.
525 Junction Road, Suite 6000
Madison, WI 53717
Phone: 608-664-4117
Fax: 608-663-3030
peter.healy@tdsmetro.com

Attachment A

This attachment summarizes actual orders that have been qualified or placed using both the DTI and Verigate interfaces provided by Ameritech. All of the orders had at least address fields populated with some data using DTI. As is shown, some addresses did not appear in Verigate. In others the loop length was reported differently for Verigate and DTI, sometimes with a third different loop length determined by field testing.

Verigate Discrepancies

07/18/2002

Address	PON	Status	Verigate Loop Stat	Eq. Loop Lgth	DTI	Notes
10200 Innovation Drive, Wauwatosa, WI 53226		No data	No data	No data	<17,500 Eligible	Verigate is missing all loop information.
2122 Vilas Ave, Madison, WI 53711		No data	No data	No data	14.180 Eligible	Verigate is missing all loop information.
7040 Industrial Loop, Greendale, WI 53129		No data	No data	No data	18.0kft	Can't find address in Verigate.
835 W. Badger Road, Madison, WI 53713	490820	?? Keeps changing	Changes	14.985kft	18kft	Verigate Loop Status changed 3 times in one week. TDS has DSL in building next door.
285 Forest Grove Drive, Suite 207 Pewaukee, WI 53072	510799	Rejected FTTC	L (yes)	7.981kft	13.800kft Eligible	Existing TDS DSL customer in the building (PON 465945). Loop tested good @ 8.56 kft. Loop was completed on 5/28/2002 -before Verigate and **YZP** process,
1442 North Farwell, Milwaukee, WI 53202	499003	Rejected FTTC	L (yes)	8.376kft	9.2kft Eligible	Existing TDS DSL customer in the building. Loop tested good @ 9.37 kfl. Loop was completed on 5/29/2002 - before Verigate and YZP process.

655 Rockland Road, Lake Bluff, IL 60044		Never placed order	L (yes)	11.529kft	22.66kft Not eligible	Discrepancy between Verigate & DTI. Did not place order as DTI was the pre-qual tool we were using at that time and it indicated DSL was not available.
28835 North Herky Drive, Lake Bluff, IL 60044	183893	Operation	M (maybe)	12.964kft	17.530kft	Discrepancy between Verigate, DTI & our own testing. TDS tested @ 18.71kft.
619 W. Mifflin St., Madison. Wi 53703	502388-5	Rejected FTTC	L (yes)	3.545	**4.02**	TDS already has 45 DSL loops in this building which all tested out between 4-5kft.

KEY
PON: Ameritech Purchase Order Number
Status: Status of DSL order. FTTC is Fiber to the Curb
Loop Stat: Verigate qualifiers. L = Will qualify; M = Might qualify; N = Won't qualify
Eq. Loop Length: DSL line loop length
DTI: DSL loop qualification tool TDS has used for 2 years.

TDS METROCOM
Residential DSL Order Log

7/29/02

	Verigate						DTI										
PON	Loop Medium Type	Loads	Repeaters	Bridge Tap Qty	Loop Status	Equiv. Loop Length	DTI Loop Length	Color	Interpretation	Manul Loop Request	Provisioned Status	Notes	Related PON	FSE Test Results	TT#	Date Open	Date Closed	Trouble Found
514895	A - Copper	0	0	5	L - Green	7.158	8	Dark Green	Yes		FOC Received			12.2				
515395	A - Copper	0	0	2	L - Green	6.52	10	Dark Green	Yes		FOC Received			9.01				
512095	A - Copper	0	0	0	M - Yellow	14.676	13	Yellow	Yes		FOC Received			15.62				
512056	A - Copper	0	0	2	L - Green	10.416	11.3	Dark Green	Yes		FOC Received	TT issued and repaired		12.43	930663			
514856	A - Copper	0	0	1	L - Green	3.081	3.52	Dark Green	Yes		FOC Received			4.1				
515438	A - Copper	0	0	1	L - Green	6.544	8.05	Dark Green	Yes		FOC Received			8.23				
515350	A - Copper	0	0	5	L - Green	7.082	11.06	Dark Green	Yes		FOC Received			10.71				
515326	A - Copper	0	0	1	L - Green	1.875	3.46	Dark Green	Yes		FOC Received				932934			
511346	A - Copper	0	0	1	L - Green	6.65	7.8	Dark Green	Yes		FOC Received			7.87				
511228	A - Copper	0	0	1	L - Green	6.55	8	Dark Green	Yes		FOC Received			11.2				
516410	A - Copper	0	0	0	L - Green	6.08	6.4	Mint Green	Maybe		FOC Received			11.08				
516050	A - Copper	0	0	0	L - Green	6.78	11.1	Yellow	Yes		FOC Received			10.1				
513637	A - Copper	0	0	2	M - Yellow	12.665	14	Yellow	Yes		FOC Received			15.3				
516980	A - Copper	0	0	3	L - Green	10.804	13	Yellow	Yes		FOC Received			11				
513851	A - Copper	0	0	4	L - Green	7.023	8	Dark Green	Yes		FOC Received				936502			
516526	B - PairGain/DLC	0	0	0	L - Red	7.311	8.1	Red	Maybe		FOC Received			10.08				
513675	A - Copper	0	0	0	M - Yellow	12.155	13.2	Yellow	Yes		FOC Received			Not tested yet				
514610	B - PairGain/DLC	0	0	0	M - Red	8.64	9.4	Orange	Maybe		FOC Received							
516908	A - Copper	0	0	0	L - Green	6.46	9.09	Dark Green	Yes		FOC Received							
516863	A - Copper	0	0	0	L - Green	2.272	4.57	Dark Green	Yes		FOC Received			4.56				
516821	A - Copper	0	0	1	L - Green	6.631	9	Dark Green	Yes		FOC Received			7.88				
516939	A - Copper	0	0	4	M - Yellow	12.778	14	Yellow	Yes		FOC Received			17.4				
516720	B - PairGain/DLC	0	0	0	L - Red	4.389	7.9	Red	Maybe		FOC Received			10.08				
515652	A - Copper	0	0	1	M - Yellow	14.099	15	Yellow	Yes		FOC Received			15.5				
515551	A - Copper	0	0	2	M - Yellow	15.072	15	Yellow	Yes		FOC Received			16.56				
515531	A - Copper	0	0	5	L - Green	7.309	7.98	Dark Green	Yes		FOC Received			10.28				
515383	A - Copper	0	0	4	L - Green	9.736	13.35	Yellow	Yes		FOC Received			9.37				
515359	A - Copper	0	0	2	L - Green	6.409	8.49	Dark Green	Yes		FOC Received				931743			
513605	A - Copper	0	0	2	L - Green	1.746	6.08	Dark Green	Yes		FOC Received			3.1				
507282	A - Copper	0	0	1	L - Green	10.818	14.3	Yellow	Yes		FOC Received			?				
480276	A - Copper	0	0	4	M - Yellow	14.885	15.6	Yellow	Yes		FOC Received			15.41				
515267	A - Copper	0	0	0	L - Green	5.345	6.35	Dark Green	Yes		FOC Received			6				
515282	A - Copper	0	0	1	L - Green	6.889	9.76	Dark Green	Yes		FOC Received			7				
517067	A - Copper	0	0	1	L - Green	10.38	11.17	Dark Green	Yes		FOC Received			11.03				
514409	A - Copper	0	0	1	L - Green	9.556	11.14	Dark Green	Yes		FOC Received			6.9				
516989	A - Copper	0	0	0	L - Green	6.039	8.12	Dark Green	Yes		FOC Received			?				
517434	A - Copper	0	0	4	L - Green	9.513	10.3	Dark Green	Yes		FOC Received			7.94				
517011	A - Copper	0	0	0	L - Green	7.575	9.63	Mint Green	Maybe		FOC Received			7.44				
517094	A - Copper	0	0	1	L - Green	9.377	11.82	Dark Green	Yes		FOC Received			19.37				
517375	A - Copper	0	0	3	L - Green	5.98	8.6	Dark Green	Yes		FOC Received			6.25				
517491	A - Copper	0	0	1	L - Green	5.386	7.7	Dark Green	Yes		FOC Received			5.13				
517614	A - Copper	0	0	1	L - Green	6.238	9.9	Yellow	Yes		FOC Received			4.08				
515200	A - Copper	0	0	1	L - Green	5.29	5.27	Red	Maybe		FOC Received			6.72				
513730	A - Copper	0	0	1	L - Green	10.528	11.7	Red	Maybe		FOC Received			12.98				

515252	A - Copper	0	0	1	L - Green	10.179	17.68	Red	Maybe		FOC Received				9.86			
515233	A - Copper	0	0	0	Unknown	[illegible]	10.01	Mint Green	Maybe		FOC Received				11.63			
502388	A - Copper	0	0	0	L - Green	3.545	4.02	Yellow	Maybe		FOC Received				?			
514320	A - Copper	0	0	0	L - Green	7.424	11.84	Dark Green	Yes		FOC Received				10.97			
514330	A - Copper	0	0	2	L - Green	8.224	10.86	Dark Green	Yes		FOC Received				12.23			
514327	A - Copper	0	0	0	L - Green	8.461	8.82	Dark Green	Yes		FOC Received				12.47			
514360	A - Copper	0	0	1	M - Yellow	13.576	13.7	Yellow	Yes		FOC Received				16.27			
521241	A - Copper	0	0	0	M - Yellow	13.636	10.54	Mint Green	Maybe		FOC Received				12.2			
522783	A - Copper	0	0	0	Unknown	[illegible]	[illegible]	Mint Green	Maybe		FOC Received				[illegible]	940Vac		
522905	A - Copper	0	0	1	L - Green	8.126	6.9	Dark Green	Yes		FOC Received				?			
522897	A - Copper	0	0	0	L - Green	11.444	11.7	Yellow	Yes		FOC Received				17.01			
521235	A - Copper	0	0	0	L - Green	9.19	15	Yellow	Yes		FOC Received				11.6			
518461	B - PairGain/DLC	0	No	0	N - Red	5.988	11.7	Yellow	Yes		Rejected - FTTC	Large decrease in low-end Vengate and DTI			Rejected			
546072	A - Copper	0	0	1	L - Green	10.058	13	Yellow	Yes		FOC Received				Not tested yet			
543565	B - PairGain/DLC	0	0	0	P - No data		14.12	Mint Green	Maybe		FOC Received				Not tested yet			
543016	A - Copper	0	0	1	L - Green	11.772	11.56	Dark Green	Yes		FOC Received				Not tested yet			
528455	[illegible]	[illegible]	[illegible]	[illegible]	Unknown	[illegible]	11.8	Dark Green	Yes	Yes	FOC Received				Not tested yet			
548319	B - PairGain/DLC	0	0	0	N - Red	7.590	15.9	Dark Green	No		FOC Received	Large decrease in low-end Vengate and DTI			Not tested yet			
543216	B - PairGain/DLC	0	0	0	M - Yellow	9.000	10.4	Mint Green	No		FOC Received	Large decrease in low-end Vengate and DTI			Not tested yet			
543787	A - Copper	0	0	0	L - Green	7.172	7.59	Mint Green	Maybe		FOC Received	Large decrease in low-end Vengate and DTI			Not tested yet			
543250	B - PairGain/DLC	0	No	0	P - No data	[illegible]	9.57	Dark Green	Yes		FOC Received				Not tested yet			
537868	A - Copper	0	0	1	L - Green	5.745	8.45	Mint Green	Maybe		FOC Received				Not tested yet			
530235	B - PairGain/DLC	0	0	0	N - Red	4.566	9.6	Mint Green	Maybe		Rejected - FTTC				Rejected			
530239	A - Copper	2	0	0	M - Yellow	16.997	16.87	Yellow	Yes		FOC Received				Not tested yet			
530240	A - Copper	0	0	0	L - Green	7.843	10.91	Dark Green	Yes		FOC Received				Not tested yet			
541193	A - Copper	0	0	0	L - Green	9.005	9.49	Dark Green	Maybe		Rejected - FTTC	Was already rejected in DLC Phase 1 - no testing			[illegible]			
542158	A - Copper	0	0	0	M - Yellow	12.337	12.2	Yellow	Yes		FOC Received				Not tested yet			
540978	A - Copper	0	0	1	L - Green	8.081	6.16	Red	Maybe		FOC Received				Not tested yet			
541050	A - Copper	0	0	1	L - Green	8.081	6.16	Red	Maybe		FOC Received				Not tested yet			
531325	A - Copper	0	0	1	L - Green	3.307	3.66	Red	Maybe		FOC Received							
539475	A - Copper	0	0	0	L - Green	11.46	9.6	Dark Green	Maybe		FOC Received							
540731	A - Copper	0	0	1	L - Green	4.687	5.62	Dark Green	Yes		FOC Received							
540364	A - Copper	0	0	0	L - Green	9.247	9.57	Mint Green	Yes		FOC Received							
539191	A - Copper	0	0	0	L - Green	11.142	17.39	Mint Green	Maybe		FOC Received							
539437	A - Copper	0	0	0	L - Green	9.793	9.37	Mint Green	Yes		FOC Received							
539286	A - Copper	0	0	2	M - Yellow	15.029	14.9	Yellow	Yes		FOC Received							
539062	A - Copper	0	0	0	P - No data	11.701	Can't tell	Dark Green	No		FOC Received							
535079	A - Copper	0	0	3	M - Yellow	15.199	14.92	Yellow	Yes		FOC Received							
534608	A - Copper	0	0	0	L - Green	9.863	10.89	Dark Green	Maybe		FOC Received							
534508	A - Copper	0	0	0	L - Green	11.863	11.2	Dark Green	Yes		FOC Received				Not tested yet			
534965	A - Copper	0	0	2	L - Green	4.197	5.37	Dark Green	Yes		FOC Received							
531660	A - Copper	0	0	0	L - Green	3.307	3.66	Dark Green	Yes		FOC Received				Not tested yet			
533290-9	A - Copper	0	0	4	L - Green	7.637	7.21	Dark Green	Yes		FOC Received							
533290-9	A - Copper	0	0	3	L - Green	7.839	7.21	Dark Green	Yes		FOC Received							
533290-7	A - Copper	0	0	2	L - Green	8.175	7.21	Dark Green	Yes		FOC Received							
533290-6	A - Copper	0	0	2	L - Green	8.175	7.21	Dark Green	Yes		FOC Received							
533290-5	A - Copper	0	0	3	L - Green	7.839	7.21	Dark Green	Yes		FOC Received							
533290-4	A - Copper	0	0	2	L - Green	8.175	7.21	Dark Green	Yes		FOC Received							
533290-3	A - Copper	0	0	2	L - Green	8.562	7.21	Dark Green	Yes		FOC Received							

533290-2	A - Copper	0	0	2	L - Green	8.175	7.21	Dark Green	Yes		FOC Received							
533290-1	A - Copper	0	0	2	L - Green	8.175	7.21	Dark Green	Yes		FOC Received							
533290	A - Copper	0	0	2	L - Green	8.175	7.21	Dark Green	Yes		FOC Received							
542594	A - Copper	0	0	2	L - Green	2.021	5.53	Dark Green	Yes		FOC Received			Not tested yet				
533614	B - FarGreen/DLC	0	0	0	N - Red	5.113	20.04	Red	Good		Rejected FTTC	FOC Given (rejected by FTTC)						
538942	B - FarGreen/DLC	0	0	0	N - Red	5.18	22.1	Red	Maybe		Rejected FTTC	Large discrepancy between Vergate and DTU						
537652	A - Copper	0	0	2	L - Green	5.45	7.88	Dark Green	Yes		FOC Received							
537628	B - FarGreen/DLC	0	0	0	N - Red	4.05	14.7	Mint Green	Maybe		FOC Received	Large discrepancy between Vergate and DTU						
537596	A - Copper	0	0	2	L - Green	7.37	10.35	Dark Green	Yes		FOC Received							
537552	A - Copper	0	0	2	L - Green	8.012	5.64	Dark Green	Yes		FOC Received							
537469	A - Copper	0	0	0	L - Green	6.477	7	Dark Green	Yes		FOC Received							
537289	A - Copper	0	0	1	L - Green	9.12	10.75	Dark Green	Yes		FOC Received							
535278	A - Copper	0	0	1	L - Green	10.616	8.15	Mint Green	Maybe		FOC Received	Large discrepancy between Vergate and DTU						
535300	A - Copper	0	0	0	M - Yellow	15.152	13	Yellow	Yes		FOC Received							
533689	A - Copper	0	0	1	L - Green	5.75	Can't Locate	Dark Green	Yes		FOC Received							
532168	C - DLC/Copper	0	0	0	M - Yellow	12.987	13.17	Yellow	Yes		FOC Received							
529476	A - Copper	0	0	1	L - Green	5.2	9.22	Dark Green	Yes		FOC Received							
523699	A - Copper	0	0	3	L - Green	6.856	8	Dark Green	Yes			*Rejected due to lineshare issues, not loop quality. WHY?						
533607	B - FarGreen/DLC	0	0	0	N - Red	2.036	21.21	Dark Green	Maybe		Rejected FTTC	Large discrepancy between Vergate and DTU						
533737	A - Copper	0	0	2	L - Green	10.368	13.03	Red	Maybe		FOC Received							
533513	A - Copper	0	0	1	L - Green	10.499	13.9	Yellow	Yes		FOC Received							
533492	A - Copper	0	0	2	M - Yellow	13.12	14	Yellow	Yes		FOC Received							
529498	A - Copper	0	0	2	M - Yellow	15.543	14	Yellow	Yes		FOC Received			Not tested yet				
529402	A - Copper	0	0	4	M - Yellow	13.91	15.5	Yellow	Yes		FOC Received			Not tested yet				
537749	B - FarGreen/DLC	0	0	0	Unknown	2.0	28.2	Red	Maybe		FOC Received			Not tested yet				

CLEC Name	Measure Name	State	Month	Market Are	Sub Measure	Footnotes	# LMU Info	Total Actua
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	October-2001	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	November-2001	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	February-2002	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	October-2001	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	November-2001	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	December-2001	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	January-2002	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	February-2002	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	March-2002	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	April-2002	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	May-2002	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	June-2002	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	July-2002	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	August-2002	ALL			Confidentia	Confidentia
TDS MetroCom	1.2 - Accuracy of Actual Lo	WI	September-2002	ALL			Confidentia	Confidentia

% Accurate DSL Actual LMU Info Provided		Benchmar	Z-Value	Affiliate
100.00%				
0.00%				
0.00%				
100.00%	100.00%		0	100.00%
92.59%	100.00%		3.663	100.00%
97.30%	100.00%		-1.082	100.00%
100.00%	100.00%		0	100.00%
100.00%	100.00%		0	100.00%
97.44%	100.00%		-0.207	100.00%
95.24%	100.00%		0.263	100.00%
100.00%	100.00%		0	100.00%
100.00%	100.00%		0	100.00%
100.00%	100.00%		0	100.00%
100.00%	100.00%		0	100.00%
100.00%	100.00%		0	100.00%

Attachment B

TDS Metrocom Complaint to the Public Service Commission of Wisconsin on Non-Excessive Bridged Taps

BEFORE THE
PUBLIC SERVICE COMMISSION OF WISCONSIN

TDS METROCOM, LLC

Complainant,

vs. Docket No. _____

WISCONSIN BELL, INC.
d/b/a AMERITECH WISCONSIN,

Respondent.

COMPLAINT

TDS Metrocom, LLC ("**TDS** Metrocom"), by its attorneys, and pursuant to Chapter 196 of the Wisconsin Statutes, including § 196.199, Stats., and § PSC 2.11, Wis. Admin. Code, files this Complaint against Wisconsin Bell, Inc., d/b/a/ Ameritech Wisconsin for violating this Commission's **OSS** Order,[1] the UNE Order,[2] and the terms of the Interconnection Agreement between Ameritech and **TDS** Metrocom.

PARTIES

1. Complainant, TDS Metrocom, is a Delaware Limited Liability Company duly authorized by the Public Service Commission of Wisconsin

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[1] Final Decision (Phase I), *Investigation Into Ameritech Wisconsin's Operational Support Systems,* Docket No. 6720-TI-I60 (September 25,2001) ("OSS Order").

[2] Final Decision, *Investigation Into Ameritech Wisconsin's Unbundled Network Elements,* Docket No. 6720-TI-161 (March 22,2002) ("UNE Order").

("Commission") as an alternative telecommunications utility to provide intrastate telecommunications service in Wisconsin, including competitive local exchange services.

2. Respondent, Wisconsin Bell, Inc., d/b/a Ameritech Wisconsin ("Ameritech"), is a Wisconsin corporation duly authorized by the Commission as a telecommunications utility to provide intrastate telecommunications services in Wisconsin, including local exchange services. Wisconsin Bell, Inc., is a subsidiary of Ameritech Corporation, a Delaware corporation with its corporate headquarters located in Chicago, Illinois, and does business in Wisconsin under the name of Ameritech Wisconsin. SBC Communications Inc. ("SBC") acquired Ameritech Corporation on or about October 8, 1999. Ameritech Corporation is a wholly owned subsidiary of SBC. SBC is a foreign corporation which maintains its headquarters in San Antonio, Texas. Ameritech is a "Bell Operating Company" ("BOC") as that term is defined by Section 3(35) of the Telecommunications Act of 1996 ("Act").[3] (47 U.S.C. § 153(35)). Ameritech is an Incumbent Local Exchange Carrier ("ILEC") as defined by the Act. Ameritech provides local services, intraLATA service, and other services within Wisconsin.

[3] Telecommunications Act of 1996, Pub L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. §§ 151, *et seq.)* (the "Act").

JURISDICTION

3. The Commission has authority to hear and resolve this complaint under §§ 196.02, 196.03, 196.199, 196.219, 196.26, 196.28, and 196.37, Stats., and under federal law.

4. The Commission has authority under § 196.02(1), Stats., "to supervise and regulate every public utility in this state and to do all things necessary and convenient to its jurisdiction." Clearly this Commission has authority to enforce its OSS Order and UNE Order. Moreover, since the Interconnection Agreement between Ameritech and TDS Metrocom was the subject of Commission review and approval, the Commission also has jurisdiction to hear complaints arising out of violation of the Interconnection Agreement. Further, since state law requires telecommunications services to be rendered in a just and reasonable manner, the Commission is able to evaluate whether Ameritech's repeated and serious failures to adequately provision TDS Metrocom's requests for DSL-capable loops are just and reasonable and in conformity with the OSS Order and UNE Order, and the terms of the Interconnection Agreement.

5. Moreover, under § 196.03, Stats., the Commission must ensure that public utilities do not charge unjust or unreasonable fees for telecommunications services. In determining whether a charge is unjust or unreasonable, the Commission must analyze *at least* the following factors: promotion and preservation of competition, consumer choice, promotion of economic

development, and the promotion of efficiency and productivity. (See § 196.03(6), Stats.) Ameritech's repeated and serious failures to adequately provision TDS Metrocom's requests for DSL-capable loops are unjust and unreasonable considering all these factors.

6. Ameritech's continuing actions are **a** breach of the Interconnection Agreement approved by this Commission in its Order in Docket No. 05-TI-618 and, thus, this Commission has jurisdiction over the claim of TDS Metrocom pursuant to § 196.199, Stats.

7. The Commission further is authorized to hear and resolve this Complaint under § 196.219, Stats. Section 196.219, Stats., authorizes the Commission to take action ***to*** ensure that telecommunications providers do not "[i]mpair the speed, quality or efficiency of services, products, or facilities offered to a consumer under a tariff, contract, or price list." By enacting § 196.219, Stats., the legislature expressly granted the Commission authority to protect the consuming public, including CLECs, and to foster competition. ***(See*** §§ 133.01 and 196.219, Stats.) Ameritech's actions harm consumers and competitors.

8. The Commission also has authority over TDS Metrocom's claims pursuant to § 196.26, Stats., authorizing the Commission to hold hearings on and resolve complaints that "any. . .act or practice relating to the provision of. . .telecommunications service. . .is unreasonable, inadequate, unjustly discriminatory or cannot be obtained." (§ 196.03(1)(a) and (1m), Stats.) Ameritech's actions are unreasonable, inadequate, unjust, and discriminatory.

9. Under § 196.28, Stats., the Commission may conduct a summary investigation if it believes that "an investigation of any matter relating to any public utility. . .should for any reason be made. . ." Since Ameritech's continued unwillingness to comply with the Commission's OSS Order, UNE Order, and the terms of the Interconnection Agreement is unreasonable, inadequate, and unjustly discriminatory, the Commission's authority extends to TDS Metrocom's claims.

10. Finally, § 196.37, Stats., provides that if the Commission determines a rate or charge is unreasonable or unjust, it shall determine and order reasonable rates or charges. .

BACKGROUND

I. AMERITECH FAILS TO PROVISION DSL-COMPATIBLE LOOPS AS REQUIRED BY THE OSS ORDER, UNE ORDER, AND THE INTERCONNECTION AGREEMENT.

11. A significant number of TDS Metrocom customers have experienced problems with their DSL connectivity, including existing customers who previously had no problems and suddenly were without DSL service, and new TDS Metrocom DSL customers.

12. Prior to February 2002, TDS Metrocom routinely ordered DSL capable loops, and ordered conditioning on those loops. At no time prior to February 2002, was TDS Metrocom ever informed of any issues related to the length of bridged tap on a loop. Specifically, TDS Metrocom never received a separate notice of special construction charges for removal of bridged tap less than 2,500 feet.

13. Beginning in February 2002, several TDS Metrocom customers who had working DSL service began experiencing problems with their DSL connectivity. Some of these customers were put completely out of service. These customers were served by TDS Metrocom over loops leased from Ameritech pursuant to the Interconnection Agreement between Ameritech and TDS Metrocom. **TDS** Metrocom opened trouble tickets with Ameritech to have the lines put back into working order, but Ameritech refused or denied that there was any problem with the lines. TDS Metrocom subsequently learned that there was bridged tap on the lines in question.

14. TDS Metrocom contacted Ameritech on February 22,2002, regarding these problems and was told that Ameritech would not remove the bridged tap that was impeding DSL service as part of the conditioning requested by TDS Metrocom during the normal ordering process.

15. Rather, Ameritech told TDS Metrocom that Ameritech would impose special construction charges for the removal of "non-excessive bridged tap" - bridged tap less than 2,500 feet. If TDS Metrocom wanted the bridged tap removed, it was told that it must submit a bona fide request or request to amend its Interconnection Agreement to include rates, terms, and conditions for removing this bridged tap that Ameritech unilaterally had designated as "non-excessive."

16. At that time, Ameritech also told TDS Metrocom that Ameritech would be releasing a standard amendment available for the parties' Interconnection Agreement on February 28,2002, to implement such a request.

17. On February 28,2002, in Accessible Letter CLECAM02-079 and a related document entitled *Attachment for the Removal of All and Non-Excessive Bridged Tap Using a Modified Maintenance Process* ("Proposed Bridged Tap Amendment" or "RABT Amendment"): Ameritech attempted to impose an amendment to the parties' Interconnection Agreement to provide for the removal of bridged tap less than 2,500 feet under a trouble ticket process after the loop has been provisioned and found unable to support xDSL service. (*Id.*)

18. Ameritech refused to complete conditioning of the loops for TDS Metrocom customers until TDS Metrocom signed the amendment, which would impose additional charges and excessive, essentially unlimited provisioning intervals for such loops. After escalation to higher management levels at Ameritech, Ameritech did agree to bring some existing TDS Metrocom customers back into service pending further negotiation of this dispute.

19. To date, numerous additional *existing* TDS Metrocom customers who previously had not experienced problems with their DSL connectivity also have been taken out of service by Ameritech and Ameritech has refused to restore their service unless TDS Metrocom first pays exorbitant additional charges and, in the absence of the RABT Amendment, processes those requests in a totally inefficient manner which unnecessarily delays getting those customers back in service.

[4] The accessible letter did not contain the actual amendment document. This document had to be obtained separately, which, in TDS Metrocom's case, took an additional week after the amendment was requested.

20. Ameritech also continues to block the provisioning of DSL loops for numerous new customers of TDS Metrocom.

21. When TDS Metrocom refused to sign the RABT Amendment, Ameritech stated that the only other way to get the bridged tap removed was to submit bona fide requests to the Ameritech Customer Growth Group ("CGG"), a group within Ameritech that generally is responsible for construction of outside plant facilities to new subdivisions or business parks. TDS Metrocom continually has protested that this is an inappropriate way to handle what should be repair calls for existing customers who have had previously working service interrupted.

22. While continuing to protest the process, TDS Metrocom has nonetheless submitted several requests to the CGG, including, again under protest, checks for the outrageous up-front payments demanded by Ameritech through this process. To date, Ameritech has not provided any meaningful response to the requests, including a complete failure to provide due dates by which service can be provisioned or restored.

23. These problems have caused existing TDS Metrocom customers to cancel their service and new customers to cancel their service requests.

24. Ameritech's policy and actions result in an unacceptable "guessing game" in which TDS Metrocom never knows until the time of loop delivery whether the loop has been properly conditioned to support DSL service.

25. Ameritech's policy and actions further result in unacceptable delays in repairing and restoring service to customers whose previously working service has been cut off.

11. OSS PROCEEDING AND ORDER.

26. The Commission initiated the OSS proceeding to investigate Ameritech's Operational Support Systems ("OSS") in order to promote and ensure the development of effective competition in the local exchange telecommunications markets in Wisconsin. ***(See*** Notice of Proceeding and Investigation and Assessment of Costs and Prehearing Conference, issued December 15, 1999, in Docket No. 6720-TI-160, at 1; OSS Order, at **1).**

27. Specifically, the proceeding's purpose was to "investigate and determine whether Ameritech's OSS for wholesale transactions with its competitors operate without ***discriminatory impact*** upon competitors and provide access to Ameritech's network." (OSS Order, at 1-2) (emphasis added).

28. The Commission endeavored to remedy the myriad problems with Ameritech's OSS that create substantial and impenetrable barriers to the development of local exchange competition in Wisconsin.

29. As part of the proceeding, on October 26,2001, the Commission adopted the document entitled, "A-AA Issues Stipulations and Analysis, Version 2.0" **("A-AA** Issues Stipulation"). ***(See*** Second Master Test Plan Implementation Decision, issued October 26, 2001, confirmed and finalized in its *OSS* ***Order,*** at **30,** Appendix B).

30. The **A-AA** Issues Stipulation "identifies approximately ninety (90) issues, the disposition of which the Commission will use to determine whether Ameritech has complied with the relevant **A-AA** stipulation." ***(See*** Supplemental Response of Ameritech Wisconsin to Second Master Test Plan Implementation Decision, filed December 21,2001, at 1).

31. For each of these stipulations, Ameritech is required to provide evidence of its compliance to the Commission. *(Id.)*

32. The A-AA issues:

> …address Ameritech operations that "need to be fixed" and that need incorporation into the master test plan, performance measures, and penalty plan. Resolution of the A-AA issues is necessary to fully complete the master test **plan,** performance measures and penalty plan. Accordingly, resolving A-AA issues was the highest priority in the prehearing conferences.

(*Id.*, at 7).

33. Ameritech's compliance with the A-AA Issues Stipulation is vital to remedying the problems with Ameritech's **OSS** that create barriers to the development of local exchange competition in Wisconsin.

III. UNE PROCEEDING AND ORDER.

34. The Commission initiated the UNE proceeding to determine "which UNEs Ameritech must offer and how those UNE's should be priced using forward looking cost studies." ***(See*** Notice of Proceeding and Investigation of Costs and Prehearing Conference, issued December 15, 1999, in Docket No. 6720-TI-161, at 1).

35. In the UNE Order, the Commission determined that it was "reasonable for Ameritech to charge for line conditioning; however, the charge should be a monthly recurring charge that applies to all orders of DSL capable loops." (UNE Order, at 158).

36. The Commission explicitly rejected Ameritech's proposed upfront charges for the costs associated with line conditioning (*id.*, at 157) and rejected Ameritech's proposal that the CLEC ordering the loop pay the full charge for any conditioning work before the loop would be turned over. (*Id.*, at 158).

37. The Commission noted that "conditioning charges" are charges associated with "removing load coils, bridge taps and other devices that impede the provision of data services over a copper loop." (*Id.*, at 156).

38. The Commission did not qualify the bridge tap length that is included within line conditioning charges. Stated otherwise, as used in the UNE Order, conditioning includes any devices that may impede the provision of data services over a copper loop, including ***all*** bridge taps, not just bridge taps of a particular length.

IV. INTERCONNECTION AGREEMENT.

39. Ameritech and **TDS** Metrocom entered into **an** Interconnection Agreement in Wisconsin, dated August 29, 1997, which was approved by the Commission. Ameritech and TDS Metrocom entered into a second generation Interconnection Agreement, dated June 6, 2002, which was approved by the Commission.

40. Among other things, the second generation Interconnection Agreement sets forth the process to be followed in Ameritech's provisioning to TDS Metrocom of Unbundled Network Elements ("UNEs"), including DSL-capable loops.

41. Specifically, the Interconnection Agreement provides:

> **6.4.3** If the results of the loop qualification indicate that conditioning is available, CLEC may request that **AMEMTECH-WISCONSIN** perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

(Interconnection Agreement, Appendix DSL, § 6.4.3, at 16).

42. At no place in the parties' Interconnection Agreement is the term "conditioning" defined.

43. The only mention of "excessive bridged tap" or the 2,500 foot length is in Sections 4.1.1 and 4.1.3 of Appendix DSL. At the time the Interconnection Agreement was negotiated, Ameritech never informed TDS Metrocom that it considered these sections to limit the obligation of Ameritech to provide conditioning as required by the rules of the Federal Communications Commission ("FCC"). TDS Metrocom understood the excessive bridged tap reference to be referring only to Ameritech's "standard offering" and that Ameritech would continue to provide conditioning to remove all disturbers as required by FCC rules.

AMERITECH VIOLATIONS OF THE OSS ORDER

44. Ameritech's excessive bridge tap policy violates several of the A-AA Issues Stipulation.

Issue F1 – Stipulation 10

45. Issue F1 – Stipulation 10 provides: "Ameritech shall not impose charges as proposed under the Facilities Modification (FMOD) policy if such charges would result in double recovery or discrimination or are otherwise inappropriate."

46. In the FMOD Policy, Ameritech expressly states that it will provide complex facilities modification. *(See* Unbundled Network Element Facility Modification and Construction Policy – Issue 4.4, August 2001, at 2).

47. An example of a complex facilities modification given by Ameritech **is** "[c]onditioning for ISDN and xDSL compatible loops." *(Id.)*

48. The FMOD Policy further stated:

> **Conditioning Includes:**
> - Detaching a Loop from Bridge Taps, Loads, and Low Pass Filters
> - Addition or Removal of Repeaters

(Id., at **4).**

49. Despite the express terms of the FMOD Policy, Ameritech is refusing to provide for the removal of bridged tap less than 2,500 feet, unless parties sign an amendment to their Interconnection Agreement incorporating a trouble ticket process after the loop has been provisioned and found unable to

support xDSL service. *(Id.*, at 2). The only alternative offered by Ameritech is for requests to remove bridged tap less than 2,500 feet be submitted to the CGG and treated as new construction. This process causes additional delay and expense above and beyond that caused by the amendment.

50. **In** essence, Ameritech unilaterally is attempting to define "conditioning" as including only the removal of bridged tap greater than 2,500 feet.

51. No support exists for Ameritech's attempt to define conditioning as including the removal of some bridged tap but not others.

52. Not only is Ameritech's definition contrary to the FMOD Policy, it violates a clear directive of the FCC.

53. Specifically, 47 CFR **51.3**19(3) provides:

> **(3)** *Line conditioning.* The incumbent LEC shall condition lines required to be unbundled under this section whenever a competitor requests, whether or not the incumbent LEC offers advanced services to the end-user customer on that loop.
>
> (i) Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

54. Under the FCC definition of conditioning, Ameritech is required to remove any devices that may diminish the capability of the loop, including *all* bridged taps, not just bridged taps of a particular length.

55. There is no justification for Ameritech's attempts to treat the removal of bridged tap of less than 2,500 feet as something other than normal conditioning.

56. Throughout the lengthy collaboratives in the OSS Proceeding, Ameritech made no distinction between "non-excessive" and "excessive" bridged tap.

57. Moreover, for orders placed up to July 1,2002, TDS Metrocom never has specified which disturbers to remove and which should be left in place.

58. In fact, in the ordering process at that time there was no way for TDS Metrocom to do anything other than request that the entire loop be conditioned.

59. TDS Metrocom always has requested simply that conditioning be performed.

60. Consequently, Ameritech was obligated to remove any devices that may diminish the capability of the loop.

61. Ameritech may not remove only some devices and then insist that other devices that may diminish the capability of the loop be removed outside of the conditioning process – and subject to additional charges.

62. Ameritech's attempt to define conditioning as including only the removal of bridged tap greater than 2,500 feet – and the imposition of additional charges for any others – violates Issue F1–Stipulation 10, which precludes

Ameritech from imposing charges under the FMOD Policy if such charges would result in double recovery, are discriminatory, or otherwise inappropriate.

63. In addition to violating Issue F1-Stipulation 10, Ameritech's amendment also violates the FMOD process approved by the Commission in the **OSS** proceeding. ***(See*** Second Report of Temporary Administrative Law Judge, issued October 2, 2000, confirmed and finalized in the **OSS** Order, at 30).

64. As noted above, the FMOD Policy provides that Ameritech will perform complex facilities modification, including "conditioning for ISDN and xDSL compatible loops." ***(See*** Unbundled Network Element Facility Modification and Construction Policy – Issue **4.4,** August 2001, at 2).

65. The FMOD Policy requires Ameritech to perform conditioning and does not contain any qualifiers as to bridged tap length.

66. Similarly, FCC regulations require Ameritech to perform conditioning, including the removal of *all* bridged taps that may diminish the capability of the loop.

67. Thus, Ameritech is in violation of the Commission's orders regarding the FMOD Policy.

Issue F1 – Stipulation 13

68. Issue F1 – Stipulation 13 provides "Ameritech shall calculate and track charges for orders under the Facilities Modification policy. For charges equal to or less than $7,500 per order, Ameritech shall not bill the CLEC pending the outcome of the Commission's decision in 6720-TI-161. For charges greater

than $7,500 per order, Ameritech shall bill for such charges; however, the CLEC requesting such work will be required to pay 50% of such charges to Ameritech. Ameritech shall maintain an accounting of all such charges and amounts, and the parties shall "true-up" all such charges, whether billed or unbilled, based on the outcome of the Commission's decision in 6720-TI-161."

69. Ameritech's practice of defining conditioning as including only the removal of bridged tap greater than 2,500 feet has resulted in the imposition of additional charges for the removal of bridged tap less than 2,500 feet *and* the delay of such orders until advance payment is received from the CLEC.

70. This practice clearly violates Issue F1-Stipulation 13, which requires Ameritech to perform the work requested regardless of the charge and to bill the CLEC only under certain circumstances.[5]

71. Additionally, by having the removal of bridged tap less than 2,500 feet under a trouble ticket as the amendment discussed above appears to do, Ameritech attempts to avoid the performance measurements for the provisioning of DSL-capable loops.

72. Under the agreed-upon performance measurements, Ameritech is required to provide conditioned loops within ten (10) business days. (Performance Measurement 55.1).

[5] In fact, Ameritech is in violation of this stipulation no matter how it defines the removal of bridged tap. Whether it is conditioning, or some other kind of complex modification, Ameritech has agreed not to charge for such work.

73. By refusing to properly condition loops under the original orders and placing them into a trouble ticket or special construction process, Ameritech attempts to remove these orders from the performance measurements.

74. This subterfuge would have the result of adding an exclusion to the performance measurement that was not agreed to by the parties.

75. Ameritech's amendment virtually guarantees that loops requiring the removal of bridged tap less than 2,500 feet under a trouble ticket process will not be provisioned within ten (10) business days.

76. Consequently, in addition to increasing CLECs' costs, this practice creates delay for CLECs and their customers.

Issue P – Stipulation 9

77. Issue P – Stipulation 9 provides: "The Parties intend for the Change Management Process to be dynamic in nature, and to be managed through regular meetings of the CLEC Users Forum."

78. Ameritech issued the Proposed Bridged Tap Amendment via an "accessible letter," without any lead time, and notified CLECs that they must sign the amendment before bridged taps under 2,500 feet would be removed.

79. Consequently, Ameritech's amendment also violates the Change Management Process.

80. Ameritech's amendment is **a** change that affects CLECs' ability to timely provision service to an end user customer and, thus, constitutes a Category

One change under the CLEC Users Forum Guidelines. *(See* CLEC User Forum Guidelines and Non-OSS Change Management Process, Section IV).

81. As such, the Change Management Process requires that Ameritech notify CLECs *in advance* of modifications *to* the FMOD Policy.

82. Specifically, Ameritech is required to provide notice of a proposed modification "no less than 30 calendar days" *prior* to implementation of the modification. *(Id.)*

83. Here, Ameritech actually implemented the modification - by refusing to perform conditioning to remove bridged taps under 2,500 feet - *before* it issued notice of the proposed modification via **an** accessible letter.

84. Ameritech then attempted to use a later-issued accessible letter, without the required 30 days prior notice, to require CLECs to sign the amendment and agree to pay additional charges upfront before it would complete the conditioning.

85. Ameritech improperly implemented the amendment unilaterally, in violation **of** the dynamic Change Management Process agreed to by the parties.

AMERITECH VIOLATIONS OF THE UNE ORDER

86. In the UNE Order, the Commission determined that the line conditioning charge – charges associated with the removal of devices, including bridge tap, that impede the provision of data services over a copper loop – should be a monthly recurring charge applicable to all DSL loop orders. *(See* UNE Order, at 158).

87. The Commission explicitly rejected Ameritech's proposed upfront charges for the costs associated with line conditioning (*id.*, at 1.57) and rejected Ameritech's proposal that the CLEC ordering the loop pay the full charge for any conditioning work. (*Id.*, at 1.58).

88. The Commission did not qualify the bridge tap length that is included within line conditioning charges.

89. Thus, Ameritech's refusal to provide for the removal of bridge tap less than 2,500 feet unless TDS Metrocom pays substantial upfront additional charges also violates the Commission's UNE Order.

AMERITECH VIOLATIONS OF THE INTERCONNECTION AGREEMENT

90. The parties' current Interconnection Agreement language provides:

> 6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **AMERITECH-WISCONSIN** perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

91. At no place in the parties' Interconnection Agreement is conditioning defined as a specific term.

92. As noted above, under the FCC definition of conditioning, Ameritech is required to remove any devices that may diminish the capability of the loop, not just bridged tap of a particular length.

93. Thus there is no justification for Ameritech's attempts to treat the removal of bridged tap of less than 2,500 feet as something other than normal conditioning.

94. The only time TDS Metrocom specified which disturbers to remove and which should be left in place was during a brief period between July 1,2002, and the beginning of the YZP process.

95. TDS Metrocom has always simply requested that conditioning be performed.

96. Thus, Ameritech is obligated to remove any devices that may diminish the capability of the loop, and may not remove only some devices and then insist that other devices that may diminish the capability of the loop be removed outside of the conditioning process.

97. The Commission has clear and unquestioned authority to interpret and enforce the provisions of the Interconnection Agreement, under the terms of the Interconnection Agreement, Wisconsin law, and the Act.

98. The Interconnection Agreement provides for resolution of disputes between the parties:

16.4 Informal Resolution **of** Disputes.

16.4.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 16.3 or Section 16.4, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute airing under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the

representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

16.5 Formal Resolution of Disputes.

16.5.1 Except **as** otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement which require clarification, re-negotiation, modifications or additions to this Agreement, either party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the Commission. Also, upon mutual agreement, the parties may seek commercial binding arbitration **as** specified in Section 16.6.1.

16.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

(Interconnection Agreement, §§ 16.4-16.5, at 44-45).

99. Since TDS Metrocom and Ameritech agreed to this process in §§ 16.4 and 16.5, and since the Commission approved these contractual

provisions, TDS Metrocom properly may bring this dispute to the Commission for review and resolution.

100. In attempting to resolve this dispute, TDS Metrocom fully has complied with the terms of §§ 16.4 and 16.5.

101. Representatives of TDS Metrocom and Ameritech have met on several occasions, pursuant to § 16.4.1, to attempt to resolve the dispute. To date, the dispute has not been resolved.

102. After negotiations did not resolve this issue, TDS Metrocom advised Ameritech that it would pursue formal legal action. A copy of the correspondence informing Ameritech of TDS Metrocom's intent to pursue formal legal action is attached as Exhibit 1.

103. To date, Ameritech has failed to adequately respond to TDS Metrocom.

104. Accordingly, pursuant to § 16.5.1, **TDS** Metrocom "may invoke dispute resolution procedures. . .of the Commission," including relief under §§ 196.02, 196.03, 196.199, 196.219, 196.26, 196.28, and 196.37, Stats., and the federal Act.

105. The Commission has authority under § 196.199, Stats., to resolve this Complaint. Pursuant to § 196.199, Stats., "[t]he commission has jurisdiction to approve and enforce interconnection agreements and may do all things necessary and convenient to its jurisdiction." (§ 196.199(2)(a), Stats.)

106. Pursuant to § 196.199(3)(b)2., Stats., TDS Metrocom provided Ameritech with written notice of its violations of the Interconnection Agreement and provided Ameritech with substantially more than 5 days in which to resolve the failures to comply. Ameritech has not remedied these repeated failures. Therefore, TDS Metrocom is duly authorized under § 196.199(3)(a)1.a., Stats., to file this "complaint . . . that another party to the agreement has failed to comply with the agreement and that the failure to comply with the agreement has a significant adverse effect on the ability of the complaining party to provide telecommunications service to its customers or potential customers."

107. Section PSC 179.03, Wis. Admin. Code, which guides the Commission's determination of whether a party's alleged failure to comply with an interconnection agreement has a significant adverse effect on another party to the agreement to provide telecommunications services to its customers or potential customers, provides:

> **PSC 179.03 Significant adverse effect. In** determining if a party's alleged failure to comply with an interconnection agreement has a significant adverse effect on the ability of another party to provide telecommunications service to its customers or potential customers under s. 196.199(3)(a)1m.a., and in determining whether a complaint does or does not allege such a significant adverse effect under ss. 196.199(3)(a) and 196.26(1)(a)3., Stats., the commission shall consider at least all of the following factors:
>
> (1) The ability of a customer or potential customer to obtain or continue to receive uninterrupted telecommunications service, especially essential telecommunications services, from the telecommunications provider of that customer's choice.

(2) Whether and to what degree any loss or damage to an allegedly aggrieved party or its customer or potential customer resulting from the alleged failure to comply with an interconnection agreement can be remedied without an expedited proceeding under s. **196.199,** Stats.

(3) Whether and to what degree the alleged failure to comply with an interconnection agreement does any of the following:

(a) Frustrates or enhances the planning or execution of a party's business plan, marketing effort, or service or product introduction, or any combination thereof.

(b) Causes or threatens to cause a delay in or barrier to a party's market entry or a delay in the growth of its market share or both.

(c) Damages or threatens to damage the reputation of a party.

(d) Damages or threatens the ability of a party to effectively compete.

(e) Harms or threatens to harm the financial health of a party.

(f) Favors a party's obtaining or retaining of customers, or both.

108. Ameritech continues to fail to provision DSL-compatible loops to TDS Metrocom as required by the OSS Order, the UNE Order, and the Interconnection Agreement. These failures prevent TDS Metrocom from meeting its existing customers' needs and its new customers' requests. Indeed, TDS Metrocom has been forced to notify customers that it will be unable to restore service the customer formerly enjoyed without problem, meet the promised service date, and in some cases, that it will be unable to restore or provide the service altogether. This not only results in TDS Metrocom's loss of customers - it also does untold damage to its reputation and ability to compete.

109. Ameritech's repeated failures to meet the terms of the OSS Order, UNE Order, and the Interconnection Agreement concerning the provisioning of DSL-capable loops have a significant adverse effect on the ability of TDS Metrocom to provide telecommunications services to its customers or potential customers by (1) hampering the ability of TDS Metrocom's customers and potential customers to receive uninterrupted telecommunications services; (2) frustrating the planning and execution of TDS Metrocom's business plan or service or product introduction; (3) causing a delay in or a barrier to TDS Metrocom's market entry or a delay in the growth of its market share; (4) damaging TDS Metrocom's reputation; (5) harming the financial health of TDS Metrocom; and, (6) favoring Ameritech's retention of potential TDS Metrocom customers.

110. Even if this Commission were to find that Ameritech's violations did not have a significant adverse effect on the ability of TDS Metrocom to provide telecommunications services to its customers or its potential customers, the Commission still is authorized to hear and resolve this Complaint under §§ 196.02, 196.03, 106.219, 196.26, 196.28, and 196.37, Stats.

111. The Commission also has authority to resolve this Complaint under the Telecommunications Act of 1996. The United States Court of Appeals for the Eighth Circuit has confirmed state regulators' authority to review disputes under an interconnection agreement when it determined that "state commissions retain the primary authority to enforce the substantial terms of the agreements made

pursuant to section 251 and 252."[6] The court stated that state commission enforcement power "extends to ensuring that parties comply with the regulations that the FCC is specifically authorized to issue under the Act,"[7] making clear that state commissions are empowered to address interconnection agreement issues that relate to calls subject to FCC jurisdiction.

REQUEST FOR RELIEF

For the foregoing reasons, TDS Metrocom requests that the Commission do the following:

1. Summarily resolve this dispute and promptly issue an order:

(a) declaring that the **OSS** Order, UNE Order, and the Interconnection Agreement require Ameritech to timely and accurately provision DSL-compatible loops to TDS Metrocom, including the removal of ***all*** bridged tap, without requiring TDS Metrocom to sign the RABT amendment and without imposing additional charges;

(b) holding that Ameritech repeatedly and willfully has violated the **OSS** Order, UNE Order, and the terms of the Interconnection Agreement by failing to remove ***all*** devices that may diminish the capability of the loop and by imposing additional charges for the removal of bridged tap less than 2,500 feet;

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[6] *Iowa Utilities Bourd v. FCC*, 120 F.3d 753 (8th Cir. 1997), *rev'd on other grounds by AT&T Corp. v. Iowa Utils. Bd*, 525 U.S. 366 (1999).

[7] *Id.*

(c) directing Ameritech to immediately restore DSL service to TDS Metrocom's existing customers who are without service and fill TDS Metrocom's orders for DSL services for its new customers;

(d) directing Ameritech to immediately take steps to ensure that TDS Metrocom'sfuture orders for DSL-capable loops are provisioned in a timely and accurate manner, and are filled in the manner prescribed by the OSS Order, UNE Order, and the Interconnection Agreement, including:

(1) define and agree to a DSL trouble process for DSL customers;

(2) define an action plan to ensure that Trouble Tickets ("TTs") are coded appropriately; and,

(3) develop a plan to ensure that DSL-capable loops are provisioned in a timely and accurate manner.

(e) assessing appropriate penalties as determined under § 196.199(4), Stats.

2. In the absence of a summary resolution in its favor, TDS Metrocom requests a hearing to resolve this dispute.

3. Impose against Ameritech whatever sanctions the Commission deems appropriate to deter Ameritech from failing to meet its obligations under the Commission's **OSS** Order, UNE Order, and the Interconnection Agreement, including withdrawal of the benefits as a price regulated telecommunications utility and referral to the Wisconsin Department of Justice.

4. For such other and further relief as the Commission deems appropriate.

Dated this 3rd day of October, 2002.

Attorneys for TDS METROCOM, LLC

Peter L. Gardon
State Bar ID No. 1013329
Stephanie L. Mott
State Bar ID No. 1021545
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018
608-229-2200

Peter R. Healy
Manager CLEC External Relations
TDS METROCOM, LLC
525 Junction Road
Suite 6000
Madison, WI 53717
608-664-4117

Attachment C

Examples of Facilities Modification Charges Due to No Facilities

Examples of Facilities Modification Charges Due to No Facilities

Customer	State	Complex Charges
Residential	MI	$47,022.39
Residential	WI	$47,378.25
Small Business	MI	$61,127.54
Residential	WI	$67,887.58
Small Business	MI	$78,109.00
Residential	WI	$118,611.36
Residential	WI	$166,895.21
Residential	WI	$170,007.97
Residential	WI	$170,007.97
Small Business	WI	$178,613.19
Residential	WI	$326,142.64

Attachment D

TDS Metrocom-Specific Provisioning Intervals

TDS Metrocom-Specific Provisioning Intervals

(Number of Days)

2-Wire Analog Loops (1-10 loops)

	April	May	June	July	August	September
Illinois	9.41	7.48	7.06	6.08	5.15	6.15
Michigan	3.91	3.20	3.34	3.06	3.14	3.30
Wisconsin	3.71	3.09	3.23	3.10	3.08	3.21
Benchmark	3.00	3.00	3.00	3.00	3.00	3.00

DSL Capable Loops (Without line sharing or conditioning)

	April	May	June	July	August	September
Illinois	5.08	8.47	4.86	6.55	6.38	7.00
Michigan	5.34	5.82	5.33	6.08	5.45	4.50
Wisconsin	6.46	5.60	5.65	5.19	5.45	5.14
Benchmark	5.00	5.00	5.00	5.00	5.00	5.00

Source: SBC-Ameritech Reported Performance Measures

Attachment E

Proposed TDS Metrocom / SBC-Ameritech Performance Measure and Remedy Plan

Ameritech Wisconsin

Performance Remedy Plan

Description

This Performance Remedy Plan sets forth the terms and conditions under which Ameritech will report performance to TDS and compare that performance to Ameritech's own performance ("parity"), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

1.0 Ameritech agrees to provide TDS a monthly report of performance for the performance measures listed in Appendix 1 – Ameritech Performance Measurement User Guide. Ameritech will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 *are* subject to modification in accordance with section **6.4** below regarding six-month reviews. Ameritech further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.

1.1. Ameritech will not levy **a** separate charge for provision of the data to TDS called for under this document. Upon TDS's request, data files of TDS's raw data, or any subset thereof, will be transmitted to TDS. If TDS's request is transmitted to Ameritech on or before the last day of *the* month for which data is sought, Ameritech shall provide the data to TDS on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If TDS's request is transmitted to Ameritech after the last day of the month for which data is sought, Ameritech shall provide the data to TDS within **30** days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions **of** this Agreement, the Parties agree that such records will be deemed Proprietary Information.

2.0 Ameritech will use a statistical test, namely the modified "2-test,'' for evaluating the difference between two means (Ameritech retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and TDS) or percentages, or the difference between two ratios for purposes of this document. Ameritech agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for Ameritech retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and TDS are compared. This statistical test will compare the TDS performance to the Ameritech retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to Ameritech's retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is

through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.

3.0 For purposes of this document, performance for TDS on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both Ameritech and/or its affiliate (whichever is better, provided the number of affiliate data points are equal to or exceeds 30) and TDS are used to calculate a 2-test statistic and the resulting value is no greater *than* Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

Ameritech will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means.

$$Z = (DIFF) / \sigma_{DIFF}$$

Where:
$DIFF = M_{ILEC} - M_{CLEC}$
M_{ILEC} = ILEC Average
M_{CLEC} = CLEC Average
$\sigma_{DIFF} = SQRT[\sigma^2_{ILEC}(1/n_{CLEC} + 1/n_{ILEC})]$
σ^2_{ILEC} = Calculated variance for ILEC
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

For Measurement results that are expressed as Percentages or Proportions:

Step:

$$\rho = \frac{(n_{ILEC} P_{ILEC} + n_{CLEC} P_{CLEC})}{n_{ILEC} + n_{CLEC}}$$

Step 2:

$$\sigma_{P_{ILEC}-P_{CLEC}} = SQRT\ \{ [\rho(1-\rho)] / n_{ILEC} + [\rho(1-\rho)] / n_{CLEC} \}$$

Step 3:

$$Z = (P_{ILEC} - P_{CLEC}) / \sigma_{P_{ILEC}-P_{CLEC}}$$

Where: n = number of observations
P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = R_{ILEC} - R_{CLEC}$

$R_{ILEC} = num_{ILEC} / denom_{ILEC}$

$R_{CLEC} = num_{CLEC} / denom_{CLEC}$

$\sigma_{DIFF} = SQRT\ \{[(num_{CLEC} + num_{ILEC}) \div (denom_{CLEC} + denom_{ILEC})] * (1 / denom_{CLEC} + 1 / denom_{ILEC})\}$

4.0 Qualifications to use Z-Test:

4.1. The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.

4.2. The minimum sample size for Tier **2** is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.

4.3. In calculating the difference between the performances, the formulas defined above apply when a larger TDS value indicates a higher quality of performance. In cases where a smaller TDS value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{ILEC} - M_{CLEC}$, $P_{ILEC} - P_{CLEC}$, $R_{ILEC} - R_{CLEC}$).

4.4. For measurements where the performance delivered to TDS is compared to Ameritech performance and for which the number of data points are **29** or less for either TDS or Ameritech, Ameritech will apply the following alternatives for compliance.

4.4.1. Alternative 1 (used only in the following situations: 1) for a measure where results for both TDS and Ameritech Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

Ameritech applies the Z-Test as described in section 3.0.

4.4.2. Alternative 2 (used in all situations except those defined above for Alternative **1):**

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

(1) Choose a sufficiently large number T.

(2) Pool and mix the TDS and ILEC data sets.

(3) Randomly subdivide the pooled data sets into two pools, one the same size as the original TDS data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).

(4) Compute and store the 2-test score (Z_S) for this sample.

(5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).

(6) Order the Z_S results computed and stored in step 4 from lowest to highest.

(7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.

(8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. (P = rank / T).

(9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

4.5. Ameritech and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

Ameritech agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

5.1. Ameritech will pay Liquidated Damages to TDS according to the terms set forth in this document.

5.2. Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2.

5.3. Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.

5.4. Ameritech will not be liable for the payment of Tier 1 damages until 10 days after receipt by Ameritech of an executed (by TDS) Interconnection Agreement amendment, terms of which have been agreed to by both TDS and Ameritech Wisconsin, referencing this plan; or if TDS interconnects by tariff, 10 days after receipt by Ameritech of the self-identification form posted on the CLEC OnLine website (https://clec.sbc.com/clec). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. Ameritech Wisconsin will not unnecessarily delay filing of the Interconnection Agreement or amendment once both TDS and Ameritech Wisconsin have signed.

5.5. Ameritech will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Wisconsin as specified in Section 9.0. To the extent that there are one or more other Commission-approved remedy plan(s) in effect that also require Ameritech to make Tier 2 assessments to the State (as opposed to, or in addition to, Tier 1 payments to a CLEC or CLECs), Ameritech will be liable for a single Tier 2 assessment for the applicable time period, which payment to the state shall be equal to either the Tier 2 assessment under such other plan(s) or the Tier 2 assessments payable under this plan, whichever amount is greater.

5.6. In order to receive payment by check TDS must complete the CLEC Identification and Liquidated Damages Information Form located on -the CLEC OnLine website (https://clec.sbc.com/clec). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

6.1. Ameritech agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to TDS. By incorporating these liquidated damages terms into an interconnection agreement and tariff, Ameritech and TDS agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. Ameritech and TDS further agree that liquidated damages payable under this provision are not intended to be a penalty.

6.2. Ameritech's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. Ameritech and TDS agree that TDS may not use: (1) the existence of this enforcement plan; or (2) Ameritech's payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as

evidence that Ameritech has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. Ameritech's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that Ameritech's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by Ameritech under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where Ameritech seeks to offset the payment against any other damages TDS might recover. Whether or not the nature of damages sought by TDS is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Ameritech has met or continues to meet the requirements of section 271 of the Act.

6.3. Ameritech shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.

6.4. Every six months, TDS may participate with Ameritech, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

6.5. TDS and Ameritech will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that TDS requests such consultation and the issues raised by TDS have not been resolved within 45 days after TDS's request for consultation, then Ameritech will allow TDS to have an independent audit conducted, at TDS's expense, of Ameritech's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by TDS, or if any new problem is identified, Ameritech shall reimburse TDS any expense incurred by TDS for such audit. TDS may not request more than one audit per four calendar months under this section, and may not request

an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify TDS's audit rights under other provisions of this Agreement or any applicable Commission Order. Ameritech agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.

6.6. Ameritech agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. **6720-TI-160.** Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by Ameritech and approved by the Commission will conduct these audits at Ameritech's expense.

7.0 Exclusions Limited

7.1. Ameritech will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless Ameritech prevails in a waiver of liability filed with the Commission seeking expedited resolution. Ameritech bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. Ameritech will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section **7.2** or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends Ameritech's ability to timely perform an activity subject to performance measurement, the applicable time frame in which Ameritech's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.

7.2. In addition to the provisions set forth herein, Ameritech shall not be obligated to pay liquidated damages or assessments ***for*** noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by TDS that is contrary to any of TDS's obligations under its interconnection agreement with Ameritech or under the Act or Wisconsin law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.

7.3. In any event where Ameritech believes there has been an act or omission by TDS that is contrary to any of TDS's obligations under its interconnection agreement with Ameritech or under the Act or Wisconsin law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, Ameritech shall

pay one-half of the Tier 1 remedies to TDS while disputes are referred to the Commission for resolution, subject to refund, including interest, if Ameritech prevails. If Ameritech does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within **30** days of a final, non-appealable resolution by the Commission. Ameritech shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. Ameritech will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by TDS.

7.4. Ameritech Wisconsin and TDS agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Wisconsin interconnection agreement with TDS) and Tier 2 assessments or voluntary payments made by Ameritech pursuant to any Wisconsin interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by Ameritech, based on the formula of **36%** of Net Return as set forth at **¶ 436** and footnote **1332** of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. TDS further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier **1** liquidated damages and Tier 2 assessments will apply to all performance payments made by Ameritech under all Ameritech Wisconsin interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by **an** amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all Ameritech Wisconsin interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but Ameritech has paid less than that amount due to the monthly threshold, Ameritech shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier **1** liquidated damages shall be paid first on a pro rata basis to TDSs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, Ameritech shall be obligated to pay ONLY the actual calculated amount of damages and assessments.

7.5. Whenever Ameritech Tier 1 payments to TDS in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then Ameritech may request a hearing before the Commission. Upon timely commencement of this proceeding, Ameritech must pay one-half of the damages owed to TDS (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, Ameritech

must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. Ameritech's application will be processed in an expedited manner to the extent authorized by Wis. Stat. section 196.199. Ameritech will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If Ameritech reports non-compliant performance to TDS for three consecutive months on 20% or more of the measures reported to TDS, but Ameritech has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to TDS for that period under the enforcement terms set out here, then TDS may commence an expedited dispute resolution under this paragraph to the extent authorized by Wis. Stat. section 196.199 to request that Ameritech should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding TDS will have the burden of proof to demonstrate why Ameritech should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

7.6. Ameritech Wisconsin's Tier 1 remedy liability to TDS in any month will not exceed (will be capped at) the total billed revenue due Ameritech Wisconsin for services provided to TDS in the same month for which the remedy liability was incurred.

7.7. Ameritech will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.

7.8. With respect to any interconnection agreement, Ameritech or TDS may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.

8.0 Tier 1 Damages Payable to TDS:

8.1. Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when Ameritech delivers "non-compliant" performance as defined in Section **3** above.

8.2. Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which Ameritech has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which Ameritech Wisconsin met or exceeded the performance standard. For those measures listed in Appendix **3** as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category

shall not exceed the amount listed in TABLE **2:** Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE **2:** Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.

8.3. TABLE 1 and TABLE **2** utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance Ameritech provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by **(2)** and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = **Total number** of **Remedied Sub-Measure results where performance met** or **exceeded the standard of comparison**

RSM_{total} = **Total count of Remedied Sub-Measure results**

8.4. Upon completion of each twelve-month period of performance reporting under this plan beginning October **2002,** performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed **92%,** the liquidated damages remedy amounts applicable in Tables 1 and **2** will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

8.5. For measures identified in Attachment **A** and defined in Appendix 1 **as** subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or

- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for TDS is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

8.6. Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require Ameritech to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if Ameritech was out of compliance for four consecutive months for a given performance measurement reported for TDS, Ameritech will have to provide TDS three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.

8.7. During this "proof of compliance" period, Ameritech will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for TDS. This remedy payment amount will return to the lowest level of payment when Ameritech provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages **For** Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.

8.8. Ameritech Wisconsin is obligated to correctly and completely report performance results for TDS and the aggregate of all CLECs. On occasion, it may be necessary for Ameritech Wisconsin to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. Ameritech Wisconsin will provide notice, via the CLEC OnLine web site, to TDS and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.

8.9. In the event that performance measurement results need to be restated, Ameritech will restate those results **as** soon as possible for a period not to exceed the three months

prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.

8.10. If it is determined through restatement of performance results or other means that Ameritech Wisconsin underpaid liquidated damages due TDS, or assessments due the State, Ameritech Wisconsin will make additional payment/bill credit to TDS and/or payments to the State to the extent that it underpaid. **All** underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that Ameritech Wisconsin overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to TDS and/or assessments to the State will be offset by the amount of overage.

8.11. Ameritech shall be able to apply any liquidated damages remedy payments due toward those charges that TDS owes Ameritech for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.

8.12. If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, Ameritech Wisconsin will, at request of TDS, initiate'a "gap closure" effort. For a measure to which a floor applies, "gap closure" can be initiated when performance is below the floor for two consecutive months. The "gap closure" effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to TDS within 30 days of TDS's request. If TDS assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the TDS account and the operational *area(s)* impacted. A response will be provided to TDS senior management within 10 business days of receipt of the escalation from TDS.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	$35	$50	$100	$200	$300	$400
86.0% <= IV < 92.0%	$50	$70	$125	$250	$350	$450
80.0% <= IV < 86.0%	$75	$90	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	$30	$55	$100	$200	$300	$400
86.0% <= IV < 92.0%	$40	$65	$125	$250	$350	$450
80.0% <= IV < 86.0%	$50	$80	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	$25	$50	$100	$200	$300	$400
86.0% <= IV < 92.0%	$35	$60	$125	$250	$350	$450
80.0% <= IV < 86.0%	$50	$75	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900

Index Value ("IV")	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	$9,000	$15,000	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$12,500	$20,000	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$15,000	$25,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$20,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	$7,500	$12,500	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$10,000	$17,500	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$15,000	$20,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$20,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	$5,000	$10,000	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$7,500	$15,000	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$10,000	$20,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$15,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	$200
Per Measure / Cap'	**$20,000**

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
Consecutive Months Compliant Performance Before Subsequent Non-compliant Month	**Three Months**	**Four Months**	**Five Months**	**Six Months or More**
Per Occurrence and Per Measure/Cap				
One Month	**Month Two Amount**	**Month Three Amount**	**Month Four Amount**	**Month Five Amount**
Two Months	**Month One Amount**	**Month Two Amount**	**Month Two Amount**	**Month Three Amount**
Three Months or More	**Month One Amount**	Month One **Amount**	**Month** One **Amount**	Month One **Amount**

8.13. Example Application of "Step-Down'' Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or **the** "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

9.1, Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when Ameritech and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30)

performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical 2, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.

9.2. For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE *3:* Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix *3* as measurements subject to per occurrence with a cap, an assessment as shown in TABLE *3:* Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical 2-value for three consecutive months. For those Tier 2 measurements listed in Appendix *3* as subject to a per measurement assessment, an assessment amount as shown in TABLE *3:* Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

10.1. If Ameritech fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:

- If no reports are filed, $5,000 per day past due;
- If incomplete reports are filed, $1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed $5,000 per day past due.

10.2. If Ameritech alters previously reported data for TDS, and after discussions with Ameritech TDS disputes such alterations, then **TDS** may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."

10.3. When Ameritech performance creates an obligation to pay liquidated damages to **TDS** or an assessment to the State under the terms set forth herein, Ameritech shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if Ameritech performance through March is such that Ameritech owes liquidated damages to **TDS** for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). In order to receive payment by check, TDS must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC website. For each day after the due

date that Ameritech fails to pay the required amount, Ameritech will pay interest to TDS at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional $3,000 per day to the State Fund designated by the Commission for a past due assessment.

10.4. Ameritech may not withhold payment of liquidated damages to TDS unless Ameritech has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by TDS as more fully described in Section ***7.2*** and ***7.3.***

10.5. TDS will have access to monthly reports on performance measures and business rules through **an** Internet website that includes performance results for individual TDS, the aggregate of all CLECs, and Ameritech.

10.6. The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1. Calculating Tier 1 Liquidated Damages

11.1.1. Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for **TDS** that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.

Step ***3:*** Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2. Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for TDS that would yield the Critical 2-value. Use the same denominator as the one used in calculating the 2-statistic for the sub-measure. (There are no Critical 2-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for TDS and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3. Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for TDS that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for TDS and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2. Calculating Tier 2 Assessments

11.2.1. Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until Ameritech reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2. Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for all CLECs that would yield the Critical 2-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3. Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant mouths. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical 2-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for all CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4. Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-

measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for all CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that section 12 be moved to Appendix 1 – Ameritech Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1. In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, Ameritech will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the "Qualifying Measurements"). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2. The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3. The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent Ameritech Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within "X" Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for Ameritech Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL

- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4. The increased voluntary payments referenced in section 12.1 will be made only if Ameritech fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5. The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where Ameritech has failed to provide parity or benchmark performance for ***3*** consecutive months. If Ameritech fails to provide parity or benchmark performance in Wisconsin for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6. If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission . However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then Ameritech shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7. Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.