

I, BERNARD EUGENE VALENTINE, being of lawful age and duly sworn upon my oath, do hereby depose and state as follows:

1. My name is Bernard Eugene Valentine. I am the same Bernard Eugene Valentine that previously filed an affidavit regarding 9-1-1/E9-1-1 in WC Docket No. 03-16, which has been incorporated by reference in this docket.¹

PURPOSE OF SUPPLEMENTAL REPLY AFFIDAVIT

2. The purpose of this Supplemental Reply Affidavit is to respond to a narrow E911 issue raised in the comments of AT&T Corp. ("AT&T").² Specifically, AT&T asserts that Michigan Bell fails to satisfy Checklist Items 7 and 10 based upon Michigan Bell's procedure regarding E911 updates when a CLEC employs a line-splitting arrangement. Although AT&T appears to concede that Michigan Bell satisfies its Section 271 E911 obligations for over a million UNE-P and resold lines provided to CLECs in Michigan and over half a million E911 entries for Michigan switch-based CLECs, AT&T finds fault with Michigan Bell based upon fewer than 50 requests to date for line-splitting arrangements (xDSL loop and stand alone port) in Michigan.

¹ See Affidavit of Bernard Eugene Valentine attached to Application by SBC Communications Inc., Michigan Bell Telephone Company, and Southwestern Bell Communications Services, Inc. for Provision of In-Region, InterLATA Services in Michigan, WC Docket No. 03-16 (FCC filed Jan. 16, 2003) ("Initial Affidavit") (App. A, Tab 22).

² See Comments of AT&T Corp., Application by SBC Communications Inc., Michigan Bell Telephone Company, and Southwestern Bell Communications Services, Inc. for Provision of In-Region, InterLATA Services in Michigan, WC Docket No. 03-138, at 9-11, 17-23 (FCC filed July 2, 2003) ("AT&T Supp. Comments"); Willard Declaration, ¶¶ 5-25, attached to AT&T Supp. Comments ("Willard Decl."). MCI has also generically alluded to this issue. See Comments of MCI, Application by SBC Communications Inc., Michigan Bell Telephone Company, and Southwestern Bell Communications Services, Inc. for Provision of In-Region, InterLATA Services in Michigan, WC Docket No. 03-138, at 15, n.5 (FCC filed July 2, 2003) ("MCI Supp. Comments"); Declaration of Sherry Lichtenberg, ¶ 71, attached to MCI Supp. Comments. SBC has previously responded to questions raised by the Department of Justice in regard to these matters in Ex Partes filed on July 8, 2003 and July 15, 2003. See Ex Parte Letter from Geoffrey M. Klineberg, Kellogg, Huber, Hansen, Todd & Evans, P.L.L.C., to Marlene H. Dortch, FCC, WC Docket No. 03-138 (July 8, 2003); Ex Parte Letter from Geoffrey M. Klineberg, Kellogg, Huber, Hansen, Todd & Evans, P.L.L.C., to Marlene H. Dortch, FCC, WC Docket No. 03-138 (July 15, 2003).

3. As I demonstrate below, however, AT&T's allegations are erroneous for a number of reasons. First, AT&T's reliance upon a "switch-based" vs. "non-switch-based" carrier distinction for determining which party is responsible for providing data necessary to populate and provide updates to the E911 database is misplaced. The Commission precedent upon which it relies simply does not support that conclusion. Second, AT&T's assertion that Michigan Bell has recently changed its policy with respect to E911 database updates is erroneous. Michigan Bell has merely clarified its procedure regarding E911 updates for line-splitting arrangements because CLECs have only recently begun to utilize such arrangements and based upon a recent incident – to my knowledge the first to involve an E911 update error in a line-splitting arrangement. Finally, I demonstrate the fallacies of AT&T's argument that the Michigan Bell's line-splitting E911 update procedure is unnecessary and that the procedure creates unreasonable burdens upon CLECs. As I demonstrate, the minimal burden placed upon CLECs to provide data for physical relocations of their customers in a line-splitting arrangement is indeed necessary to ensure the accuracy of the E911 database.
4. One could conclude that AT&T's argument is, no matter how it chooses to serve its customers, it should have no actual responsibility for its customers' service or safety – apparently its role should be limited to billing and collection. While this is largely the case for resold and UNE-P customers of CLECs – those for whom Michigan Bell provides end-to-end facilities and maintains control and responsibility for the physical relationship among all such facilities – it simply does not work in the line-splitting scenario, because the CLEC controls the relationship among the facilities within its collocation arrangement. Accordingly, the Commission should see through AT&T's effort to manufacture an E911

issue where none exists, and find that Michigan Bell provides nondiscriminatory access to E911 services as required by checklist item 7 and nondiscriminatory access to the E911 databases as required by checklist item 10.

NONDISCRIMINATORY ACCESS TO E911

5. As demonstrated in my Initial Affidavit, Michigan Bell provides Michigan CLECs non-discriminatory access to E911 databases and nondiscriminatory connectivity to its E911 Control Offices. Michigan Bell maintains the E911 database entries for CLECs at parity with Michigan Bell's retail customers. The E911 database is updated on a first-in, first-out basis, ensuring records are processed "blindly," without regard to the end-user's telephone service provider.
6. Facilities-based CLECs, including CLECs utilizing stand-alone UNE-Loop ("UNE-L") services, process and submit their own E911 end-user records to the Michigan Bell 911 Gateway for uploading to the E911 database. These CLECs are responsible for the timeliness of their updates, as well as for error retrieval and correction. Michigan Bell's end-user records, resellers' end-user records, and the end-user records of CLECs providing Unbundled Network Element-Platform ("UNE-P") services and line splitting arrangements are processed through the Ameritech Service Order Negotiation ("ASON") System. ASON is a legacy provisioning system that distributes end-user account information – name, address, type of service, etc. – to downstream systems. ASON electronically distributes E911 relevant end-user information to the 911 Gateway upon service order completion, for uploading to the E911 database. Michigan Bell is responsible for error retrieval and correction for such updates. See generally Initial Affidavit, ¶¶ 22-40.

7. AT&T did not raise any concerns about Michigan Bell's compliance with its E911 obligations in WC Docket No. 03-16. Indeed, AT&T appears to concede that -- with the exception of the line-splitting scenario of which it complains -- Michigan Bell fully satisfies the requirements of Section 271 with respect to the provisioning of E911 services and access to the E911 database. See Willard Decl., ¶¶ 8-11.
8. Nevertheless, selectively citing Commission precedent, my Initial Affidavit, and Accessible Letter CLECALL03-077 issued on June 20, 2003, AT&T now alleges that Michigan Bell has adopted "a radically different policy for updating E911 records for customers that have been converted from a UNE-P or line sharing arrangement to a line splitting arrangement." Id. ¶ 12. AT&T is wrong. The fact is, at the time I prepared my Initial Affidavit, Michigan Bell was not aware of any line-splitting arrangements in Michigan -- and I certainly did not intend anything in my affidavit to suggest that line-splitting arrangements would be handled exactly like UNE-P arrangements for purposes of E911. Similarly, nothing in Accessible Letter CLECALL03-077 was intended to convey any change of policy.³
9. Rather, the Accessible Letter was intended to provide clarification that although a CLEC might engage in a line-splitting arrangement using facilities previously utilized as part of a UNE-P or line-shared arrangement, the CLEC would be responsible for providing the data necessary to ensure that the E911 database would be accurately updated based upon any *subsequent* physical rearrangement of the UNEs within the CLEC's collocation arrangement (or that of its partnering CLEC). Because the CLEC is in physical control of

³ Because the use of line-splitting and/or stand-alone switch ports is a recent occurrence in SBC Midwest, SBC Midwest had not previously issued specific guidance to CLECs on E911 updates for line-splitting arrangements or stand-alone switch ports. However, as explained herein, the need for the CLEC to provide such updates is self-evident -- only the CLEC is capable of ensuring that the correct end-user service address is associated with the stand-alone switch port under these circumstances.

the loop and the switch port once those have been provided to the CLEC's collocation space, and because the CLEC has the ability to disconnect and rearrange the original combination, Michigan Bell cannot be responsible for changes made without its knowledge. The Accessible Letter specified that the CLEC should communicate this type of update via an LSR, as would be the case in any other line-splitting or stand-alone unbundled switch port situation.⁴

A. SWITCH-BASED VS. NON-SWITCH-BASED PROVIDERS

10. As an initial matter, AT&T is incorrect that the scope of Michigan Bell's Section 271 E911 obligations is wholly dependent on the designation of whether a CLEC is "switch-based" or "non-switch-based." Indeed, on at least two occasions, Mr. Willard incorrectly asserts that this Commission utilized this distinction at paragraph 256 of the Michigan 271 Order.⁵ See Willard Decl., ¶ 9 ("For *non-switch based* competitors, SBC would 'populat[e] the 911 database with competitors' end user data' and 'perform[] error correction for competitors.' See *Michigan 271 Order* ¶ 256") (emphasis added); *id.* ¶ 25 ("In short, SBC has abdicated its responsibilities under checklist items seven and ten. Those checklist items require SBC not only to populate the E911 database for *non-switch-based* CLECs in the first instance, but also perform the necessary updates and 'error correction' of the database. *Michigan 271 Order* ¶ 256") (emphasis added).

⁴ AT&T's E911 argument is ultimately based upon its erroneous underlying argument that a line-splitting arrangement should be treated as a UNE-P offering. See Willard Decl., ¶ 20. Michigan Bell's response to that argument is addressed in the Supplemental Reply Affidavit of Carol Chapman (Supp. Reply App., Tab 3). But even if AT&T's argument regarding the provisioning of a line-splitting arrangement from a pre-existing UNE-P or line-shared arrangement were correct – which it is not – it would not address the unique E911 issues created by a line-splitting scenario, which I address in this affidavit.

⁵ Memorandum Opinion and Order, Application of Michigan Bell Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services in Michigan, 12 FCC Rcd 20543 (1997) ("Michigan 271 Order").

11. Mr. Willard's citations to Paragraph 256 of the Michigan 271 Order are mistaken at best. Contrary to his contention, the distinction the Commission utilized in Paragraph 256 was not whether the CLEC was "*switch-based*," but instead whether the CLEC was "*facilities-based*." In relevant part, the Commission wrote that:

Specifically, we find that, pursuant to this requirement, Ameritech must maintain the 911 database entries for competing LECs with the same accuracy and reliability that it maintains the database entries for its own customers. This duty includes populating the 911 database with competitors' end user data and performing error correction for competitors on a nondiscriminatory basis. For *facilities-based* carriers, nondiscriminatory access to 911 and E911 services also includes the provision of unbundled access to Ameritech's 911 database and 911 interconnection.... Michigan 271 Order, ¶ 256 (emphasis added) (footnotes omitted).

12. Although I am not a lawyer, and I will leave the ultimate legal argument on this issue to the lawyers, I believe this distinction is critical. Specifically, I do not believe the Commission has viewed the terms "*facilities-based*" and "*switch-based*" as synonymous when used in reference to carriers. Indeed, in the Michigan 271 Order itself, the Commission unequivocally found that CLECs using unbundled network elements were facilities-based for purposes of Section 271(c)(1)(A) irrespective of whether they provided their own switching. See Michigan 271 Order, ¶¶ 99-101.
13. More importantly, as discussed in Ms. Chapman's Supplemental Reply Affidavit, in a line-splitting arrangement, the CLEC physically connects its own facilities (its splitter) with the UNE loop and switch port provided by SBC Midwest. Thus, there can be no doubt that a line-splitting CLEC is in fact a facilities-based carrier. Moreover, it is doubtful the Commission ever envisioned the complications of line-splitting in drafting paragraph 256 of the Michigan 271 Order in 1997.

14. It is true that the use of a “switch-based” vs. “non-switch-based” designation has historically simplified the discussion of the handling of E911 records in SBC Midwest, including Michigan.⁶ That is because until very recently, to Michigan Bell’s knowledge, CLECs simply had not employed line-splitting arrangements in SBC-Midwest. Thus, although I did utilize these designations in my Initial Affidavit, my discussion consistently referred to non-switch-based carriers as those utilizing resold services or the UNE-P.⁷ In sum, my Initial Affidavit was intended to demonstrate that resold and UNE-P CLEC customer E911 records were handled in the same manner as SBC Midwest’s retail customers. Conversely, where a CLEC provided its own switching and/or utilized stand-alone “UNE-Loop” (“UNE-L”) services, the CLEC was responsible for end-user database records – utilizing SBC Midwest’s non-discriminatory access to E911 databases and services. At the time I filed my Initial Affidavit – and for all practical purposes even today – those categories covered the waterfront.
15. It is my understanding, however, that a few Michigan CLECs (AT&T and MCI) have recently begun to convert a limited number of UNE-P services to line-splitting arrangements. This recent occurrence, therefore, has effectively introduced a new E911

⁶ When used in this affidavit, the term “SBC Midwest” refers to the five state local exchange carrier operations of Illinois Bell Telephone Company; Indiana Bell Telephone Company, Incorporated; Michigan Bell Telephone Company; The Ohio Bell Telephone Company; and Wisconsin Bell, Inc.

⁷ See, e.g., Initial Affidavit, ¶ 5, n.6 (“This includes resellers and CLEC’s who subscribe to the Unbundled Network Element Platform (‘UNE-P’)”); *id.* ¶ 27 (“UNE-P services are handled in the same manner as Resale – i.e., Michigan Bell performs the E9-1-1 database updates as part of the service order process. CLECs who order ‘UNE - Loop Only’ services must update their end-users’ E9-1-1 database records, and are also responsible for error retrieval and error correction.”); *id.* ¶ 29 (“Michigan Bell is responsible for error retrieval and error correction for the end-user records of resale and UNE-P customers. End-user data errors are handled in the same manner for the CLEC end-users as they are for Michigan Bell’s end-users.”); *id.* ¶ 30 (“Resellers and UNE-P services providers who do not use an electronic ordering interface can transmit their Local Service Requests via facsimile to the SBC Midwest Local Service Center in Michigan, for generation of an ASON order.”); *id.* ¶ 38 (“Non-switch-based providers, which include resellers and CLECs using UNE-P, are able to provide E9-1-1 Service to their end-users in the same manner Michigan Bell does for its customers.”); *id.* ¶ 39 (“If Michigan Bell’s error file contains a resale or UNE-P served end-user record that failed edits, Michigan Bell employees in the appropriate Business Unit correct common errors that can be resolved by issuing a service order.”).

scenario that did not previously exist in SBC Midwest – E911 related to a stand-alone switch port in a line-splitting arrangement. That scenario simply was not addressed in my Initial Affidavit.

B. ACCESSIBLE LETTER CLECALL03-077

16. As explained at paragraphs 64-66 of the Supplemental Joint Affidavit of Mark J. Cottrell and Beth Lawson Regarding Operations Support Systems, filed in this docket on June 19, 2003,⁸ in May 2003, AT&T notified SBC of a line-splitting conversion that had resulted in an erroneous end-user address in the E911 database. As further explained in that affidavit, SBC Midwest took corrective action to ensure that its Methods and Procedures were updated to avoid similar issues in the future.
17. That incident, however, prompted the issuance of Accessible Letter CLECALL03-077 in order to clarify the responsibilities of SBC Midwest and CLECs and to ensure the issuance of an LSR for updates to the E911 database based upon a change of the end-user's physical address following a conversion to a line-splitting arrangement. This procedure is necessary to ensure accurate E911 record updates in a line-splitting arrangement – even when the switch port at issue had previously been part of a UNE-P for the reasons described below. The Accessible Letter was intended to ensure that CLECs understand that the existing E911 data would be retained during the conversion to line splitting (using a stand-alone switch port with transport and stand-alone xDSL-capable loop) from either a UNE-P or line sharing arrangement; however, additional clarification was added to ensure the CLEC would not erroneously assume that this activity would result in E911 treatment different

⁸ See Supplemental Joint Affidavit of Mark J. Cottrell and Beth Lawson, attached to Application by SBC Communications Inc., Michigan Bell Telephone Company, and Southwestern Bell Communications Services, Inc. for Provision of In-Region, InterLATA Services in Michigan, WC Docket No. 03-138 (FCC filed June 19, 2003) (Supp. App. A, Tab 3).

from that of a line-splitting arrangement where the CLEC would initially order a stand-alone xDSL capable loop and a stand-alone unbundled switch port and would be responsible for providing the appropriate end-user service location data necessary for E911 updates.

18. In light of the apparent confusion over the intent of the Accessible Letter, on July 15, 2003, SBC Midwest issued Accessible Letter CLECAM03-249 to further clarify the limited scope of the earlier accessible letter, and has updated the CLEC On-Line website in an effort to remove any ambiguity and more accurately reflect the obligations of the respective parties as set forth herein regarding E911 updates. A copy of Accessible Letter CLECAM03-249 is provided as Attachment A to this affidavit. A copy of the relevant portion of the CLEC On-Line website is provided as Attachment B to this affidavit.

C. E911 FOR LINE-SPLITTING ARRANGEMENTS

19. When a CLEC employs a line-splitting arrangement, it controls the physical connection of both the switch port and the unbundled loop to a splitter located within its collocation arrangement (or the collocation arrangement of a partnering CLEC). Unlike a typical resale or UNE-P scenario, wherein SBC Midwest maintains control of all physical connections in the network, and can thus ensure that the physical end-user service address associated with the loop is appropriately reflected in the E911 database, SBC Midwest loses that capability in the line-splitting scenario – even where the switch port and loop were previously elements of a UNE-P.⁹

⁹ Michigan Bell's MPSC Tariff governing Unbundled Local Switching has long made clear that it is the CLEC's responsibility to "provide name, address, and telephone number information regarding their end users for inclusion in the 911 database in the format prescribed by the Company." M.P.S.C. No. 20R, Part 19, Section 3, Sheet No. 1 (App. L, Tab 1).

20. A simple example demonstrates this point. Suppose CLEC X currently serves an end-user at 123 Peach Street utilizing a UNE-P arrangement, but converts that end-user to a line-splitting arrangement. On the date of the conversion, the E911 database will retain the 123 Peach Street address (and other end-user information). Assuming CLEC X properly connects the switch port and loop to its splitter within in its collocation arrangement, the E911 database remains accurate at the time of conversion. However, suppose the end-user subsequently relocates to 789 Apple Street and CLEC X moves the end-user's service by ordering a stand-alone loop (or providing its own loop) to that address and connecting that loop to its splitter within its collocation arrangement. Under this scenario, the switch port would now be serving a different physical address, but without input from CLEC X via the LSR process on the address change, SBC Midwest would have no knowledge of the need to update the end-user's physical address -- only CLEC X has that information.¹⁰
21. Although AT&T dismisses the possibility that a CLEC would undertake such a re-arrangement, AT&T does not explain why that possibility is "exceedingly low" and there is no reason to believe that is the case. See Willard Decl., ¶¶ 17-18. Once the CLEC moves to a line-splitting arrangement, the possibility of such a change (and ability to implement it) is solely in the hands of the CLEC. AT&T never explains why SBC Midwest should be required to assume any risk for a failure to provide E911 data updates under these circumstances. Instead, SBC Midwest's responsibility is to provide AT&T non-discriminatory access to the underlying E911 databases and provide AT&T the capability

¹⁰ As I have previously indicated, CLECs have always been responsible for E911 database records associated with the purchase of stand-alone UNE Loops, which have historically been utilized in connection with a CLEC's own switching facilities. See Initial Affidavit, ¶ 27. Local Service Requests ("LSRs") submitted to Michigan Bell by CLECs for stand-alone loops contain only the physical address at which the loop is terminated. Stand-alone loops are associated with a telephone number by the CLEC when the stand-alone loop is cross-connected to a switch port to provide service to an end-user. Michigan Bell is not involved in that procedure. Thus, the stand-alone loop LSR does not convey the information necessary to associate the loop with a switch port.

of maintaining its customer's E911 data integrity through the use of the LSR system – which is precisely what SBC Midwest provides. Of course, if AT&T never undertakes such a rearrangement – which it says it would never do – then it will never have occasion to submit an LSR to update the customer's information.

22. Notably, the SBC Midwest procedure merely calls upon AT&T to provide updated end-user service address information based upon a change in its customer's physical service address. SBC Midwest remains responsible for implementing MSAG changes that are authorized by the involved 9-1-1 Coordinator of a Municipal or County E911 system. This would include changes such as a street name changes, a changed directional rule, or a changed community name. For example, to continue the prior example, if the applicable municipality changed the name of Apple Street to Martin Luther King Blvd., CLEC X would not be responsible for any E911 database record updates. Assuming CLEC X had previously updated the address information for the physical relocation of its customer to Apple Street through the LSR process, the CLEC would not be required to take any further action. SBC Midwest would update the street name programmatically for all affected addresses.
23. One of AT&T's specific complaints about having to take some measure of responsibility for its customers' safety is that AT&T "would have to incur the substantial cost of subscribing to the MSAG database, and would be forced to devote personnel and resources to monitor the full panoply of continuous changes that occur to street address information maintained in that database." Willard Decl., ¶ 13. As to the first complaint, I explained in my Initial Affidavit that "Michigan Bell provides to CLECs (upon request) monthly updates of the MSAG so that the CLEC may pre-validate their end-user record updates

before submitting them to the Gateway for processing by the TSS.” Initial Affidavit, ¶ 22.¹¹ Contrary to AT&T’s assertion, SBC Midwest provides access to the MSAG at no cost.¹² Moreover, it is not entirely clear why AT&T believes it would be required to continuously monitor the MSAG database. As noted above, SBC Midwest remains responsible for implementing MSAG changes authorized by the 9-1-1 Coordinator.

24. As to its second complaint, AT&T simply can’t have it both ways. There are indeed personnel and resource costs associated with providing service to customers – beyond the UNE-P and resale environment in which AT&T frequently chooses to operate. But it is no answer for AT&T to simply wish those burdens upon SBC Midwest when AT&T is the party that has chosen the serving arrangement that creates the necessity for those costs.¹³ Moreover, based upon AT&T’s current interconnection agreement, the charge for such an LSR would be only \$3.18.¹⁴

¹¹ I further explained that “Michigan Bell considers the MSAG to be the 9-1-1 Public Safety Agency’s database, and Michigan Bell is the custodian of that database...Michigan Bell’s E9-1-1 interconnection methods and procedures include a means of providing each CLEC with a mechanized copy of the MSAG for the geographic areas the CLEC serves, as discussed above. This makes the administration of MSAG more efficient for the Public Safety Agency and the CLEC, and reduces the potential for error by maintaining one mechanized MSAG under the control of the Public Safety Agency, utilized by all service providers who interconnect with the E-9-1-1 systems provided by Michigan Bell. A CLEC may also view a copy of the MSAG electronically via a product called TCView, which is discussed below.” Initial Affidavit, ¶ 23.

¹² See, e.g., Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of and as agent for Ameritech Michigan and AT&T Communications of Michigan, Inc., Article III, § 3.14.2(f) (effective as of March 21, 2002) (“AT&T Agreement”) (App. B, Tab 2) (“SBC-AMERITECH will provide to AT&T a complete copy of the Master Street Address Guide (‘MSAG’) that will specify valid address ranges for Customers within the Exchange Areas served by AT&T. The MSAG will be provided in a media and format usable with personal computers, free of charge, once each year, and SBC-AMERITECH shall provide electronic updates monthly.”).

¹³ AT&T alleges that the E911 procedures for line-splitting arrangements “sweep[] far more broadly than the asserted ‘problem.’” Willard Decl., ¶ 19. AT&T would apparently have Michigan Bell simply institute a “policy requiring a CLEC to inform SBC of any other rearrangements it undertakes that do not require an LSR.” *Id.* But AT&T neither explains how such an apparently informal process of “informing” Michigan Bell of changes would satisfy the high degree of certainty integral to ensuring public safety through the E911 database or why Michigan Bell should be required to accept any risk beyond receiving and processing AT&T’s updated data on a non-discriminatory basis.

¹⁴ See AT&T Agreement, Pricing Schedule at 8 (“Service Order, Subsequent Basic Port, per occasion, install”); see also Tariff M.P.S.C. No. 20R, Part 19, Section 3, Sheet No. 44 (reflecting service order charge of \$3.18 for subsequent basic port, per occasion) (App. L, Tab 1).

25. Moreover, AT&T couldn't be more wrong when it asserts that "[n]ot only are these procedures unnecessary and burdensome, they are likely to negatively impact public safety." Willard Decl., ¶ 14. Although the E911 procedures for line-splitting arrangements do necessarily require a CLEC's involvement in ensuring customer safety, surely AT&T is not suggesting that a CLEC is incapable of providing the minimal level of attention required to provide appropriate LSRs to update its own customers' service addresses in the limited circumstance outlined above. Contrary to AT&T's arguments, the procedures outlined are precisely necessary to ensure the public safety. AT&T simply refuses to acknowledge that it should have any responsibility.
26. AT&T also speculates that SBC Midwest's "ordering system edits, which are based on the PREMIS database, will not allow an LSR to be processed to make an MSAG correction if PREMIS and the MSAG are not in synch." Willard Decl., ¶ 13. Unfortunately, AT&T's assumptions are so full of errors that it is difficult to formulate a response. First, the PREMIS database is not utilized in SBC Midwest. The applicable database is the Street Address Guide ("SAG"). Second, the LSR is not processed to make an MSAG correction. As noted above, only the E911 Coordinator of the involved Municipal or County E911 System can initiate MSAG corrections, and such changes are only made after written authorization is provided.
27. Although unclear, it appears that AT&T's point is that if its LSR contains an address that is not valid in the SAG, the Service Order cannot even be written, and the LSR would be referred to the CLEC for correction. This condition is equally applicable to AT&T, SBC Midwest and any other carrier. If an LSR with a SAG-valid address is written, and the

address is found to be invalid in the MSAG, the address update would fall out for manual handling, and would be corrected just as any other case of a SAG-MSAG mismatch.

28. AT&T also complains that Accessible Letter CLECALL03-077 “leaves many other important questions unanswered,” and notes a number of line-splitting scenarios that it says have not been clarified. See Willard Decl., ¶ 22. AT&T is obviously trying to create confusion where none exists. As outlined above, a CLEC is necessarily responsible for E911 updates whenever it is providing service in a line-splitting arrangement. If the customer is later converted to an SBC retail service, UNE-P or resold service, the loop and port connection will obviously be moved from the CLEC collocation arrangement and be provisioned by Michigan Bell.¹⁵ In these cases, SBC Midwest will again be responsible for (and once again capable of) providing the data for the E911 updates.

29. Finally, AT&T refers to a current dispute between AT&T and Pacific Bell Telephone Company (“Pacific Bell”) over which party is responsible for updates to the E911 database for UNE-P arrangements in California. See Willard Decl., ¶ 23. This dispute is irrelevant to this proceeding because it is based upon the specific language of the parties’ California interconnection agreement. Notably, Pacific Bell has agreed to make all UNE-P updates on behalf of AT&T until the matter is resolved between the companies. AT&T has indicated its intention to seek dispute resolution, and this interconnection agreement dispute will be resolved in due course through negotiation or, if necessary, by the California Public Utilities Commission.

¹⁵ One of the scenarios identified by AT&T is line-splitting to line-sharing. See Willard Decl., ¶ 22. There is, however, no such offering. Line-sharing is available only for an existing Michigan Bell retail voice line.

CONCLUSION

30. AT&T's effort to elevate its disagreement with SBC Midwest's procedures for E911 updates in line-splitting arrangements to a Section 271 compliance issue falls far short of the mark. Although AT&T would choose to delegate all responsibility for its customers' safety to SBC Midwest, that simply is not feasible where AT&T serves customers through line-splitting arrangements and SBC Midwest does not maintain end-to-end control of the serving facilities. Nor is it required by Section 271(c)(2)(B)(vii)(I), which merely requires non-discriminatory access to 911 and E911 services. SBC Midwest has clearly satisfied that requirement.
31. Pursuant to Part II. E. of the Consent Decree entered into between SBC Communications Inc. and the Federal Communications Commission, released on May 28, 2002, see Order, In re SBC Communications, Inc., 17 FCC Rcd 10780 (2002), I hereby affirm that I have (1) received the training SBC is obligated to provide to all SBC FCC Representatives; (2) reviewed and understand the SBC Compliance Guidelines; (3) signed an acknowledgment of my training and review and understanding of the Guidelines; and (4) complied with the requirements of the SBC Compliance Guidelines.
32. This concludes my affidavit.

STATE OF ILLINOIS

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COUNTY OF COOK

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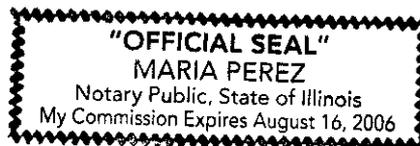
I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 15, 2003.


Bernard Eugene Valentine

Subscribed and sworn to before me this 15 day of July, 2003.


Notary Public



Valentine Supplemental Reply Affidavit – Attachment A



Date: **July 15, 2003**

Number: **CLECAM03-249**

Effective Date: **06/20/2003**

Category: **All**

Subject: **(BUSINESS PROCESSES) Further Clarification of E911 Updates in Line Splitting Arrangements**

Related Letters: **CLECALL03-077**

Attachment: **NA**

States Impacted: **Illinois, Indiana, Ohio, Michigan, Wisconsin**

Issuing SBC ILECS: **SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio and SBC Wisconsin (collectively referred to for purposes of this Accessible Letter as "SBC Midwest Region 5-State")**

Response Deadline: **NA**

Contact: **Account Manager**

Conference Call/Meeting: **NA**

SBC Midwest Region 5-State has received questions regarding the intent of Accessible Letter **CLECALL03-077** issued on June 20, 2003, which was intended solely to address a potential situation in which a CLEC initially engages in line-splitting by reusing facilities previously used as part of a UNE-P or line-shared arrangement, but subsequently physically rearranges the UNE loop and switch port within the CLEC's collocation arrangement (or that of its partnering CLEC).

Accessible Letter **CLECALL03-077** indicated that in such a conversion scenario (i.e., UNE-P to line-splitting or line-sharing to line-splitting), the end-user information from the existing service will be initially retained in the 911/E911 database. The accessible letter also explained, however, that if a CLEC subsequently physically rearranges or disconnects the UNEs used in the original line-splitting arrangement (i.e., to move the end-user's physical service address by connecting the switch-port to a new or different stand-alone loop), the CLEC would be required to initiate 911/E911 database updates regarding the end-user's change of physical address via the Local Service Request ("LSR") process.

Accessible Letter **CLECALL03-077** was merely intended to ensure that CLECs recognized the need to provide updated end-user service address information based upon a change in the customer's physical service address in connection with a rearrangement such as that discussed above. SBC Midwest Region 5-State remains responsible for implementing MSAG changes that are authorized by the involved 9-1-1 Coordinator of a Municipal or County E911 system. This would include changes such as a street name change, a changed directional rule, or a change in community name.

SBC Midwest Region 5-State has provided additional documentation regarding E911 Requirements for Line-Splitting Arrangements on CLEC ON-LINE <https://clec.sbc.com/clec>.

SBC Midwest 5-State reserves the right to make any modifications to or cancel the information set forth in this Accessible Letter. Any modifications to or cancellation of the information will be reflected in a subsequent accessible letter. SBC Midwest Region 5-State shall incur no liability to any CLEC if the information set forth herein is modified or cancelled by SBC Midwest Region 5-State.

Valentine Supplemental Reply Affidavit – Attachment B

E911 Requirements for Line-Splitting Arrangements

SBC ILECs Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, Ohio Bell Telephone Company and Wisconsin Bell Inc.

SBC MIDWEST REGION 5-STATE

E911 in Line-Splitting Arrangements

Line-splitting arrangements involve the use of an xDSL unbundled loop by a CLEC, or the shared use of the same loop by two different CLECs, to provision both voice and xDSL services to the same end-user customer at the same location. In order to line-split using existing SBC offerings, a CLEC (1) purchases separate unbundled network elements (i.e., xDSL capable loop and ULS-ST port) and (2) combines those unbundled network elements with their own (or a partnering CLEC's) splitter located in the CLEC's or the partnering CLEC's collocation arrangement. Under these circumstances, the CLEC is responsible for submitting a Local Service Request ("LSR") for the ULS-ST port to allow SBC to initially populate the correct end-user physical address in the E911 database.

In addition, CLECs may convert a UNE-P or UNE line-sharing arrangement to a line-splitting arrangement (stand-alone ULS-ST port with an xDSL capable loop). In either of these conversion scenarios, the end-user address information from the existing service will be retained in the SBC Midwest E911 database for the line-splitting arrangement at the time of the conversion.

Additional information on line-splitting, including LSR ordering examples, is located in the Product and Services section in the CLEC Handbook of CLEC Online under UNE, Line-splitting.

E911 Database Updates

Once a line-splitting arrangement has been established, CLECs have the ability to physically rearrange or disconnect the UNEs (ULS-ST port and xDSL capable loop) used in the original line-splitting arrangement within its collocation arrangement without SBC Midwest having knowledge or information as to the change in service address. Modifications to a line-splitting arrangement made by the CLEC through the physical rearrangement or disconnection of service within the CLEC's collocation arrangement may cause a change to the end-user physical service address. It is the CLEC's responsibility to provide the updates necessary to ensure that the E911 database accurately reflects subsequent physical changes to the end-user address served by the line-splitting arrangement. An example of this type of physical change would be if the CLEC chose to connect the ULS-ST port used in a line-splitting arrangement to a loop that serves a different address than originally associated with the ULS-ST port in the line splitting arrangement.

To maintain the integrity of the SBC Midwest E911 database, it is essential that the CLEC provide updates to end-user physical service address information when the CLEC makes a rearrangement at its splitter. Updates to the SBC Midwest E911 database are initiated by the CLEC through the issuance of an LSR. Specific instructions and additional information on line splitting are located in the product section of the CLEC On-line Handbook under UNE, Line Splitting.

E911 Requirements for Line Splitting Arrangements

SBC ILECs Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, Ohio Bell Telephone Company and Wisconsin Bell Inc.

Master Street Address Guide(MSAG) Updates

911 Coordinators of municipal or county E911 systems periodically authorize changes to street addresses that require updates to the SBC Midwest MSAG. In a line-splitting arrangement, SBC Midwest will complete the necessary updates required in the MSAG due to street address changes authorized by a 911 Coordinator of a municipal or county E911 system without an CLEC initiated LSR. MSAG changes completed by SBC Midwest automatically update telephone number records associated with the MSAG change. Any changes made to the MSAG by SBC Midwest will be reflected in the following month's MSAG file provided to the CLEC. The SBC Midwest MSAG is provided free of charge to CLECs on a monthly basis.

Additional information on the MSAG, as well as information related to SBC Midwest's E911 products and services, can be located in the Product and Services section in the CLEC Handbook of CLEC Online under 911-E911.

For the purposes of this document the following shall apply for the SBC ILECs Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, Ohio Bell Telephone Company and Wisconsin Bell Inc., who shall collectively be referred to as "SBC Midwest Region 5-State."

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