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October 16, 2007

Mr. James Zolnierek
Telecommunications Division Manager
Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701

Dear Mr. Zolnierek,

Accompanying this letter please find a package of documents which, in their entirety, constitute the triennial filing of AT&T Illinois' Wholesale Service Quality Plan required by Section 731.205(a) of the Commission Wholesale Service Quality Rules, 83 Ill. Admin. Code § 731. As we explain in this submission, the changes to the Plan contained in this Amendment are the result of collaborative agreements with CLECs per Section 6.4 of the Plan. Staff participated in those discussions. Implementation of these changes is scheduled for December 1, 2007.

This filing consists of the Testimony of James D. Ehr, with the following attachments:

1. Wholesale Service Quality Plan – AT&T Midwest Performance Remedy Plan Description;
2. Wholesale Service Quality Plan – AT&T Midwest Performance Measurement User Guide, Version 3.0;
3. AT&T Illinois Performance Summary Reports to ICC Staff; and
4. AT&T Illinois' Wholesale Service Quality Plan's compliance with Sections 731.300/731.305.

The due date for the triennial filing was initially September 15, 2007, but on September 26, 2007 the Commission issued an order in Docket No. 07-0481 granting AT&T Illinois' request to extend that date to October 31, 2007.

Should you have any questions regarding this triennial filing, please contact Jim Ehr, Director – Performance Measurement for AT&T Midwest Services at 847-248-4375, or Deno Perdiou, Director Regulatory Affairs AT&T Illinois at (217) 789-5174.

Sincerely,

James D. Ehr
Director – Wholesale Performance Measurement
AT&T

Cc: Sam McClerren, ICC Staff
Mark Ortlieb, AT&T Illinois

BEFORE THE ILLINOIS COMMERCE COMMISSION

83 Ill. Adm. Code 731

**Testimony of James D. Ehr
On Behalf of AT&T Illinois**

October 16, 2007

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ATTACHMENTS

EXHIBIT NO.	EXHIBIT NAME
1	Wholesale Service Quality Plan - AT&T Midwest Performance Remedy Plan Description
2	Wholesale Service Quality Plan - AT&T Midwest Performance Measurement User Guide - Version 3.0
3	AT&T Illinois Monthly Performance Reports to the ICC
4	AT&T Illinois' Wholesale Service Quality Plan's Compliance with Sections 731.300/731.305

1 **TESTIMONY OF JAMES D. EHR**
2 **ON BEHALF OF AT&T ILLINOIS**

3
4 **I. INTRODUCTION AND PURPOSE OF TESTIMONY**

5
6 **Q. Please state your name and business address.**

7 A. My name is James D. Ehr. My business address is 2000 W. AT&T Center Drive,
8 Location 4E26, Hoffman Estates, IL 60196.

9
10 **Q. By whom are you employed and in what capacity?**

11 A. I am employed by Ameritech Services, Inc. in the position of Director of Performance
12 Measures. In this position, I support Illinois Bell Telephone Company (“AT&T
13 Illinois”), and the four other Ameritech operating companies (collectively, “AT&T
14 Midwest”).¹

15
16 **Q. What are your duties and responsibilities in that capacity?**

17 A. I am responsible for the development, implementation and ongoing administration of the
18 wholesale performance measurements system used by the AT&T Midwest operating
19 companies. This system allows AT&T Illinois, competing local exchange carriers
20 (“CLECs”), state regulators such as the Illinois Commerce Commission (“Commission”),

1 In this testimony the term “AT&T Illinois” will be used to reference the Illinois Bell Telephone Company under any and all of its parent companies of the recent past. Prior testimony submitted for this purpose and in referenced proceedings may reference “Ameritech Illinois” or “SBC Illinois” based on the time period in question. References to “AT&T Midwest” refer in the same manner to the former Ameritech operating companies in the five states of Illinois, Indiana, Michigan, Ohio and Wisconsin.

21 and the Federal Communications Commission (“FCC”) to monitor and evaluate AT&T
22 Illinois’ performance in providing products, facilities and services to itself and to Illinois
23 CLECs in a nondiscriminatory manner consistent with its obligations under the
24 Telecommunications Act of 1996 (the “1996 Act”). In addition, I am responsible for
25 providing periodic reports on wholesale performance and investigating issues raised with
26 respect to AT&T Illinois’ performance (and the related performance reports) before state
27 and federal regulatory agencies.

28

29 **Q. How long have you served in that capacity?**

30 A. I have served in this capacity since June of 2001.

31

32 **Q. What is your telecommunications experience?**

33 A. Prior to assuming my present position with AT&T Midwest, I worked as a Solutions
34 Consultant in the Network Software Solutions ("NSS") organization within Ameritech
35 Services Inc. from October 1999 through May 2001. In that position, I was responsible
36 for management of network results reporting programs and projects. This included direct
37 management responsibility for the Regulatory Reporting System (“RRS”) and AskMe
38 applications. RRS was the primary application for AT&T Midwest’s wholesale network
39 performance measurements (installation & maintenance), while AskMe is the primary
40 application for those same measurements in the Southwestern Bell Telephone System
41 ("AT&T Southwest") region. AskMe is now the primary network performance
42 measurement system for both regions. In addition, I was the NSS organization’s lead for
43 planning and strategy processes.

44 Prior to October 1999, I was a member of the Network Systems organization
45 within AT&T Midwest's Information Services ("IS") organization. In that role I was the
46 IS lead for strategy and planning for all AT&T Midwest IS network OSSs. Additionally,
47 I managed multiple IS projects and programs, including the design of network decision
48 support and reporting applications. Overall, I have had over 19 years experience in
49 external affairs and information services within the telecommunications industry, and
50 over 22 years experience in the analysis, design, development, implementation and
51 management of information systems projects and applications.

52

53 **Q. What is your educational background?**

54 A. I earned a Bachelor of Science - Management Information Systems degree from Oakland
55 University, Rochester, Michigan, in 1984 and a Masters of Business Administration
56 degree from the University of Central Florida, Orlando, Florida in 1994.

57

58 **Q. Have you previously testified before the Illinois Commerce Commission ("ICC")**
59 **regarding AT&T Illinois' Performance Assurance Plans?**

60

61 A. Yes. I presented testimony in Docket No. 01-0539 (the proceeding that led to the rule
62 that is being implemented here), Docket No. 01-0623 (the arbitration between AT&T
63 Illinois and McLeodUSA), Docket No. 01-0662 (the Commission's investigation of
64 AT&T Illinois' compliance with Section 271 of the 1996 Act), and Docket 01-0120 On
65 Remand (the determination of whether the remedy plan ordered in the docket should have
66 been extended to December 30, 2002).

67

68 **Q. What is the purpose of your Testimony?**

69 A. The purpose of my Testimony is to describe and present supporting detail for the triennial
70 filing of the Part 731 Wholesale Service Quality Plan proposed by AT&T Illinois,
71 pursuant to Section 731.205 and Section 731.220(b) of 83 Ill. Adm. Code 731 (“Part 731
72 Rule” or “Rule”). (For clarity’s sake, I refer to the Current Part 731 Wholesale Service
73 Quality Plan as the “Current WSQ Plan” and to the proposed Part 731 Wholesale Service
74 Quality Plan as the “Proposed WSQ Plan”). My testimony addresses products, services,
75 and functions provided and/or performed by AT&T Illinois pursuant to sections 251 and
76 252 of the Telecommunications Act of 1996: principally, interconnection, access to
77 unbundled network elements, and resale of telecommunications services.²
78

79 **Q. Are you including any Exhibits with your testimony?**

80 A. Yes. I am including the following exhibits:

- 81 • Exhibit 1 – AT&T Midwest Performance Remedy Plan Description. This
82 exhibit includes a proposed new Remedy Plan resulting from over 13 months
83 of collaborative discussions between AT&T Illinois and Illinois CLECs. The
84 participants in that collaborative agreed to this new Remedy Plan as a
85 replacement to the Current WSQ Plan.
86
- 87 • Exhibit 2 – AT&T Midwest Performance Measurement User Guide, Version
88 3.0, which contains the “business rules” that accompany the Remedy Plan and
89 explain each performance measure and standard in detail. Taken together, the
90 Remedy Plan and the Performance Measurements User Guide make up the
91 Proposed WSQ Plan.
92
- 93 • Exhibit 3 – The monthly Part 731 Wholesale Performance Reports provided to
94 the ICC for August 2005 through July 2007.
95

² AT&T Illinois’ previous filings have specified certain performance requirements relating to special access. AT&T Illinois does not seek to change any of those special access requirements.

96
97
98
99
100

- Exhibit 4 –A matrix that explains how AT&T Illinois’ Proposed WSQ Plan complies with Section 731.305 of 83 Ill. Adm. Code 731, a subject I also address in Section III.C. of my testimony below.

101 **II. AT&T ILLINOIS’ PROPOSED WHOLESALE SERVICE QUALITY PLAN**

102

103 **Q. What plan is AT&T Illinois providing for Commission approval as a triennial**
104 **submission of its’ Wholesale Service Quality Plan under the Rule?**

105

106 A. AT&T Illinois is submitting a new Remedy Plan and a new Performance Measurements

107 User Guide as its’ Proposed WSQ Plan. These two documents are, to a significant

108 degree, a continuation of the Current WSQ Plan for AT&T Illinois, which itself arose

109 from the 01-0662 proceeding where the Commission approved a Remedy Plan and a set

110 of Performance Measurements. The Current WSQ Plan was approved by the

111 Commission in 2004. Minor updates were made to the Current WSQ Plan in an April

112 2006 submission to the Commission.

113

114 **Q. Please describe the background of the Proposed WSQ Plan.**

115

116 A. AT&T Illinois implemented a “remedy plan” pursuant to Condition 30 of the

117 Commission’s approval of the merger between SBC and Ameritech in 1999. Condition

118 30 required AT&T Illinois to review and implement, to the extent feasible, a set of

119 performance measurements, standards, and remedies that AT&T had agreed to implement

120 in Texas. The Commission modified the original Condition 30 Plan in its July 10, 2002

121 Order in Docket No. 01-0120. The modified Condition 30 plan became known as the

122 “01-0120 Plan.”

123 The Commission issued an order on December 30, 2002 in Docket Nos. 98-0252,
124 98-0335, and 00-0764 (consolidated) (the “Alternative Regulation proceeding”), in which
125 it was considering AT&T Illinois’ plan for Alternative Regulation. Among other things,
126 the order stated that the 01-0120 Plan would be “effective up to and until a wholesale
127 performance measure plan for Section 271 purposes is approved by this Commission.”³
128 The Commission approved a new wholesale performance plan for Section 271 purposes
129 on May 13, 2003 in Docket No. 01-0662, entitled the “SBC Illinois Commission
130 Approved Section 271 Plan”.⁴

131

132 **Q. What were the proceedings that led to the Commission’s decision?**

133 A. As described above, the Commission’s order in the Alternative Regulation proceeding
134 referred the remedy plan to the ongoing Section 271 proceeding, Docket No. 01-0662.
135 There, the Commission conducted a comprehensive review of AT&T Illinois’ wholesale
136 performance for purposes of assessing AT&T Illinois’ compliance with the “competitive
137 checklist” of Section 271. The Commission also reviewed the results of BearingPoint’s
138 independent test of AT&T Illinois’ operations support systems (“OSS”) and Ernst &
139 Young’s independent audit of AT&T Illinois’ commercial performance results.

140 In accordance with the Commission’s order in the Alternative Regulation
141 proceeding, AT&T Illinois proposed a performance assurance plan in Docket No. 01-
142 0662. The proposed plan was similar to the 01-0120 Plan in many respects, but reflected

³ Order, *Illinois Bell Tel. Co. Application for Review of Alternative Regulation Plan*, Docket Nos. 98-0252 *et al.*, at 190 (ICC Dec. 30, 2002).

⁴ Order on Investigation, *Illinois Commerce Commission, On Its Own Motion, Investigation Concerning Illinois Bell Telephone Company’s Compliance With Section 271 of the Telecommunications Act of 1996*, Docket No. 01-0662 (ICC May 13, 2003), ¶ 3508 (“*ICC 271 Order*”).

143 some changes. The proposed plan, as well as the overall record of AT&T Illinois’
144 wholesale performance, was subject to five rounds of testimony and comments, as well as
145 briefs on exceptions.

146 On May 13, 2003, the Commission entered its Final Order in Docket No. 01-
147 0662, (“*ICC 271 Order*”) in which it found that AT&T Illinois had satisfied each element
148 of the 14-point checklist. After ordering AT&T Illinois to make several modifications to
149 the Section 271 Plan, the Commission approved the plan, as modified, stating that the
150 plan “is now the approved Section 271 Plan and will be known and referenced by such
151 terms.” *ICC 271 Order*, ¶ 3508. The Commission stated that further continuation of the
152 01-0120 Plan was not warranted (*id.* ¶¶ 3541-3542).

153

154 **Q. Did the FCC review the Section 271 Plan?**

155 A. Yes. After the *ICC 271 Order* was issued, AT&T Illinois presented to the FCC its
156 application to provide long-distance service in Illinois, which the FCC considered in
157 conjunction with applications for Indiana, Ohio, and Wisconsin. The FCC granted the
158 application on October 15, 2003, and in so doing it commended “the outstanding work of
159 the state commissions in conjunction with AT&T’s extensive efforts to open its local
160 exchange markets” which “has resulted in competitive entry in each of these states.”
161 *FCC 271 Order*, ¶ 2.⁵ The FCC specifically “acknowledge[d] the Illinois Commerce
162 Commission” for its “considerable effort and dedication in overseeing SBC’s
163 implementation of the requirements of section 271 of the Act” in particular with regard to

⁵ Memorandum Opinion and Order, *In re Joint Applications by SBC Communications Inc., Illinois Bell Telephone Company, et al. for Authorization To Provide In-Region, InterLATA Services in Illinois, Indiana, Ohio, and Wisconsin*, 18 F.C.C. Rcd. 21,543, ¶ 2 (Oct. 15, 2003) (“*FCC 271 Order*”).

164 “implement[ing] performance measures,” and developing a performance remedy plan.
165 *Id.* ¶ 3. The FCC then reviewed the Section 271 Plan and concluded that it “provide[s]
166 assurance that local markets will remain open after SBC receives section 271
167 authorization.” *Id.* ¶ 168. Accordingly, the FCC agreed with this Commission’s
168 conclusion “that the plan, along with other oversight and enforcement authority of the
169 [Illinois Commission] and the FCC, would help ensure that SBC continues to comply
170 with its checklist obligations post-entry.” *Id.* ¶ 172.

171

172 **Q. Does AT&T Illinois’ Proposed WSQ Plan offered here reflect any substantive**
173 **changes from the Current WSQ Plan?**

174

175 A. Yes. These changes are described in Section III.B, below.

176

177 **Q. How were these changes arrived at?**

178

179 A. Through an industry-wide collaborative process with CLECs and Commission Staff
180 conducted under the terms of the Current WSQ Plan. The collaborative began in July
181 2006, with initial proposals by AT&T Midwest of a reduced set of performance measures
182 and a corresponding new remedy plan. Participating CLECs, most all of whom operate
183 in Illinois, responded with a counter proposal. Approximately 13 months of collaboration
184 and negotiation followed. During that time many issues were identified and resolved. In
185 the end, a new Remedy Plan and new Performance Measurements User Guide were
186 agreed upon by the collaborative participants. It is these agreed-upon documents that
187 AT&T Illinois submits for Commission review and approval here as the Proposed WSQ
188 Plan pursuant to Part 731 requirements.

189 **Q. Does AT&T Illinois request that the Commission approve the Proposed WSQ Plan**
190 **as submitted, with no changes?**

191
192 A. Yes. The Remedy Plan (Exhibit 1) and the Performance Measurement User Guide
193 Version 3.0 (Exhibit 2) were agreed upon by AT&T Illinois and CLECs as an integrated
194 proposal, in which each provision is interdependent. They further reflect a give and take
195 negotiation process that took place in which parties conceded on some issues in order to
196 gain on others. As a result, it would not be fair to either AT&T Illinois or the CLECs to
197 tinker with the Proposed WSQ Plan by changing some provisions, or by adopting some,
198 but not all of its terms.

199 The Proposed WSQ Plan presented here is proposed to the Commission as it was
200 agreed-to in the collaborative, and AT&T Illinois requests that the Commission accept
201 and approve the Proposed WSQ Plan as a whole and without any change or conditions.
202 In the unlikely event the Commission concludes that it cannot approve these documents
203 without any changes or condition(s), AT&T Illinois requests that the Commission reject
204 this filing in its entirety and allow the Parties to resume the collaborative in order to
205 determine whether they can agree upon a revised Plan that the Commission can approve.
206 In the event the Commission rejects this Proposed WSQ Plan, AT&T Illinois and any
207 CLEC will continue to be bound by the terms of any current ICA between the parties,
208 including any effective remedy plan contained in that ICA.

209

210 **III. SUBPART B - § 731.220(B) REQUIREMENTS**

211

212 **Q. Please provide an overview of the Part 731 Rule.**

213 A. Section 205(a) required “Level 1” carriers – AT&T Illinois and Verizon – to submit a
214 Wholesale Service Quality Plan on or before September 15, 2004 and to submit filings
215 every three (3) years thereafter. I refer to the three (3) year filing as the triennial filing.
216 Section 220 lists the requirements for the contents of the triennial filing. Section 220
217 incorporates sections 305, 410 and 420 of the Rule: Section 305 sets forth substantive
218 requirements for the plan, which I address in Section III.C. Sections 410 and 420 address
219 procedural aspects of reporting and the implementation of the plan through
220 interconnection agreements, and I address them in Section III.D.

221 Section 505 of the Part 731 Rule sets forth the criteria on which the Commission
222 is to review the proposed plan. I address those criteria in Section IV.

223

224 **Q. Please explain how AT&T Illinois complies with § 731.220(b) of the Rule.**

225 A. In this testimony, I provide the seven items of information required by Section 220(b) of
226 the Rule. These items are:

- 227 (1) AT&T Illinois’ wholesale service quality record over the last two years,
228 including a summary of performance and of any remedy payments or credits
229 paid, given and/or assessed over that time period;
230
231 (2) All changes to AT&T Illinois’ Current WSQ Plan previously approved by
232 the Commission, and the basis for all such changes relied upon by AT&T
233 Illinois;
234
235 (3) Compliance of AT&T Illinois’ Proposed WSQ Plan with the requirements
236 of Subpart C, § 731.300, Plan Requirements;
237

- 238 (4) Compliance of AT&T Illinois' Proposed WSQ Plan with the criteria for
239 review described in Subpart D, § 731.400, Provisions Regarding Reporting
240 and Interconnection Agreements;
241
242 (5) A listing of proposed changes to AT&T Illinois' Current WSQ Plan;
243
244 (6) The probable impact of proposed changes; and
245
246 (7) Support for the impact of proposed changes.
247
248

249 Each item is addressed in sub-sections A-G below.
250
251

252 **A. AT&T Illinois' Wholesale Service Record (Subpart B, § 731.220(b)(1))**

253
254 **Q. Please summarize AT&T Illinois' performance over the last two years, as measured**
255 **by the performance measures reported and by the payments required under the**
256 **Current WSQ Plan.**
257

258 A. As required by Section 731.410(c) of the Rule, AT&T Illinois has provided reports to the
259 Commission Staff since inception of the Current WSQ Plan. These reports provide a
260 monthly snapshot of AT&T Illinois' service quality performance. The reports for the
261 period August, 2005 to July, 2007 are attached as Exhibit 3. As an overall summary of
262 performance reported under the Current WSQ Plan⁶, AT&T Illinois provides the
263 following:

- 264 • For all measurement tests subject to remedy conducted for all CLECs doing
265 business with AT&T Illinois for each month of the period August 2005
266 through July 2007 (the most recent month for which all results and payments
267 have been reported) AT&T has never performed below 92.88% of those tests
268 where the performance standard (parity or a benchmark) has been met.
- 269 • Across those same 24 months, AT&T Illinois has averaged 95.18% of those
270 same measurement tests being met.
- 271 • The average number of these tests conducted each month was 4,420.

⁶ The Part 731 WSQ Plan requires reporting of results for all CLECs doing business with AT&T Illinois. Not all CLECs choose to participate in the Part 731 WSQ with regard to receiving remedy payments.

272 Even at this high level of performance, both remedy payments to CLECs and assessments
273 paid to the State Fund were required under the Current WSQ Plan. The liability incurred
274 by AT&T under the Current WSQ Plan was:

- 275 • Tier 1 remedy liability payable to CLECs for performance reported for the
276 twenty-four months beginning August 2005 and ending July 2007 totaled
277 \$1,192,425.
- 278 • Tier 2 assessment liability to the State Fund for this same performance over
279 the same time period totaled \$634,000.
- 280 • Average monthly Tier 1 remedy liability to CLECs was \$49,684, while the
281 average Tier 2 assessment liability was \$26,417.

282 This high level of performance provided to the CLEC industry (over 95% of measures
283 subject to remedy met over the past two years) clearly demonstrates that AT&T Illinois'
284 performance over the past two years has supported a competitive local
285 telecommunications market and provided CLECs a meaningful opportunity to compete.

286

287 **B. Modifications to AT&T Illinois' Current WSQ Plan (Subpart B, §**
288 **731.220(b)(2))**

289

290 **Q. Please review the requirements of the Rule with respect to “preexisting plans.”**

291 A. Section 220(b)(2) states that AT&T Illinois is to describe any changes to its “preexisting
292 plan” and state the basis for those changes. In this situation, AT&T Illinois’s preexisting
293 plan is the one approved by the Commission in the 01-0662 proceeding, referred to as the
294 “Section 271 Plan”, as subsequently approved by the Commission in AT&T Illinois’
295 initial Part 731 filing in September 2004, and as further updated in an April 2006
296 submission to reflect agreements reached in the collaborative process. Section 220(b)(2)

297 is duplicative of Section 220(b)(5), which also directs AT&T Illinois to list proposed
298 changes to its existing wholesale service quality plan.

299

300 **Q. Does the Proposed WSQ Plan submitted today reflect any substantive changes from**
301 **the Current WSQ Plan?**

302

303 A. Yes, in eight (8) areas. These changes are described below.

304 1) The performance measurements are updated as a result of the collaborative process.
305 Table 1 below provides a listing the types of changes and the specific measures
306 affected. These changes include:

307 • elimination of measures – typically those currently not subject to remedy or those
308 where performance has consistently been at or above the defined standard over
309 the past several years;

310 • consolidation of measures for reporting purposes – this consists primarily of
311 taking various product-based submeasures (e.g. Resold POTS, 8 dB UNE Loops)
312 that currently are reported under separate performance measurement numbers and
313 reporting those submeasures under the same PM number. For example, PM 29
314 (Resold POTS), PM 45 (Resold Specials) and PM 58 (UNEs) all report the
315 percent of due dates missed due to an AT&T Illinois cause. They are all to be
316 reported under PM 29 in the proposed Performance Measurements User Guide
317 version 3.0 included in the Proposed WSQ Plan;

318 • elimination of reporting provisioning and maintenance results by geographic area
319 – reporting will be at the overall state level for each CLEC, and for aggregate
320 CLEC results; and

321 • addition of a submeasure – DSL Loops without Line Sharing – to proposed PM
322 38.

TABLE 1		
Summary Of Agreed Upon Performance Measurement Changes		
Change Type	Description	Measures Affected
Documentation Only	Measurement has no material changes from previous version. Changes to the Rule may include: <ul style="list-style-type: none"> • Corrections to typographical errors, • Revisions for measure terminology consistency; elimination of disaggregations for products not sold by SBC/Ameritech, • Revision in content to reflect the current business process and data collection, etc. Rule changes will not affect current implementation or data collection.	1.1, 1.3, 2, 4, 5, 13.1, MI-2, CW-1, CW-9, 126, CB-3, WI-1, WI-9, 62, IN-1, 69.1, WI-2, 70, 97, 101, 104, 107, 110, 114, 114.1, 115, 120, 124, 124.1, and MI-15.
Deletion	Measurement is deleted in the proposed set of measures. Deletion of measures resulted in concurrence of parties that the measure was one or more of the following: <ul style="list-style-type: none"> • Duplicative of another current measure, • Made duplicative as result of a change to another measure in this Joint Motion (consolidation of disaggregations, for example), • No longer was applicable based on changes in the business, • Intent of the measure was replaced by an alternate reporting mechanism 	9, MI 11, 15, 16, 17, 18, 19, 21.1, 24.1, CLEC WI-5, 43, 44, 49, 50, 55, 55.2, 56, 70.1, 71, 78, 99, 105, 109, 112, 113, 115.1, 115.2, and 117.
Combination	Measurement has been combined with other 'like' measures into one measurement and disaggregations have been added or deleted.	7.1, 10, MI 13, 17.1, 22, 22.1, 25, 29, 45, 56.1, 58, 73, 91, 96, 30, 47, 60, 35, 46, 59, 98, 37.1, 54.1, 65.1, 38, 66, 39, 52, 67, 76, 119, 40, 68, 41, 53, 69, 63, 75
Substantive	Measurement change will affect current implementation/data collection.	38, 102
Measurement Type (Damages or Assessments)	Measurement has had a remedy measurement added or changed or deleted.	All PMs subject to Tier 2 assessments, and PMs 12 and 13 (Tier 1)
Benchmark/ Comparison Standard	Measurement has had the benchmark percentage changed, the Comparison Standard was changed from Parity to a Benchmark or the standard was clarified.	91

323

324
 325
 326
 327

- 2) The Current WSQ Plan is updated to permit multiple CLECs to participate in the same CLEC-initiated audit that exists in the current plan. The explicit reference to the Commission's existing authority to require an audit, should it deem necessary, has been removed. See Sections 6.3 and 6.4 of the Proposed Remedy Plan. (Exhibit 1).

- 328 3) The waiver of liability procedures in the Current WSQ Plan are changed to clarify
329 how the process should occur. See Sections 7.1 and 7.3 of the Proposed Remedy
330 Plan. (Exhibit 1).
- 331 4) A fixed expiration date of December 31, 2010 for liquidated damages provisions of
332 the Proposed WSQ Plan is added to the Proposed WSQ Plan. Prior to that expiration
333 date, AT&T Illinois will be required to make its second triennial submission under
334 Part 731, unless that rule is changed in the interim. See Section 6.5 of the Proposed
335 Remedy Plan. (Exhibit 1).
- 336 5) AT&T Illinois has the ability to seek a waiver of increased liability if the Index
337 Value falls below a threshold level, requiring increased payments to CLECs, provided
338 that AT&T Illinois' performance has not actually degraded. See Section 8.4.1 of the
339 Proposed Remedy Plan. (Exhibit 1).
- 340 6) Payment levels for high-capacity UNEs (DS1 and above loops and EELs) will start at
341 the Month 3 level of payments, rather than the Month 1 level, for the first month
342 missed, and will escalate per the Liquidated Damages Amount Table (Table 1) from
343 there. See Section 8.6 and Table 1 of the Proposed Remedy Plan. (Exhibit 1).
- 344 7) "Per occurrence" and "per measure/per measure with a cap" liquidated damages
345 payment amounts are increased an average of 30%. See Table 1: Liquidated Damage
346 Amount Table and Table 2: Per Measure/Cap Liquidated Damage Amount Table of
347 the Proposed Remedy Plan. (Exhibit 1).
- 348 8) AT&T Illinois' liability for assessments payable to a State Fund designated by the
349 Commission is eliminated. Section 9 and Section 11.2 of the Current WSQ Plan,
350 along with various other references to "Tier 2" assessments in the Current WSQ Plan,
351 are eliminated in the Proposed WSQ Plan.

352

353 **Q. Please explain the genesis of the assessments payable to the State Fund.**

354

355 A. Assessments payable to the State Fund, also referred to as "Tier 2" payments, were a
356 component of the original PMs and Remedy Plan imported into Illinois from Texas
357 pursuant to Condition 30 of the Commission's approval of the merger between SBC and
358 Ameritech in 1999. This was not a concept that the Illinois Commission independently
359 developed, nor were Tier 2 assessments a significant consideration in the initial
360 collaborative or any subsequent collaboratives.

361 The purpose of these “Tier 2” assessments payable to the State Fund was to
362 provide an added incentive to ensure that AT&T Illinois’ OSS and processes were
363 structured and implemented to enhance the competitive landscape. The specific
364 measurements to which these additional assessments applied were those that the Texas
365 Commission determined to be the most competition-affecting. The Commission has
366 found, in its investigation of AT&T’s compliance with Section 271 of the
367 Telecommunications Act of 1996 in Docket 01-0662, that AT&T Illinois’ OSS and
368 processes support competition.

369

370 **Q. Are assessments payable to a state fund still part of the Texas Remedy Plan?**

371 A. No. The source of the Tier 2 assessment obligation in Texas - the generic ICA approved
372 in the Texas Section 271 proceeding - has expired. In an arbitration to arrive at a
373 successor generic agreement, the Texas Commission advised the parties to agree upon a
374 reduced set of performance measurements. After further negotiations, the parties to that
375 collaborative agreed on a set of measures and also agreed to remove the remedy plan
376 from the ICA and to instead make it part of a commercial agreement. That Texas remedy
377 plan no longer has any Tier 2 assessments payable to the State.

378

379 **Q. What other reasons make it appropriate to eliminate assessments payable to the**
380 **State Fund?**

381 A. AT&T has unquestionably maintained its’ ordering, provisioning and maintenance
382 systems and processes over the four years since Section 271 approval at levels that
383 support the CLEC industry and provide CLECs a meaningful opportunity to compete.
384 Based at least in part on this documented performance, CLECs agreed in the negotiations

385 within the collaborative sessions with AT&T Illinois' proposal that there was no longer a
386 need for the added incentive of payments to the State Fund to ensure AT&T Illinois'
387 continued high performance.

388 The elimination of payments to the State Fund is coupled with an increase to the
389 "per occurrence" and "per measure/measure with a cap" payment amounts made to
390 CLECs. The result of these changes is that those amounts payable to CLECs are
391 increased at least 28%, and by as much as 420%. These increased payment amounts to
392 CLECs, coupled with the Commission's power to resolve CLEC complaints and initiate
393 its own investigations into wholesale performance (and ultimately recommend to the
394 FCC that AT&T Illinois' permission to provide long distance services be revoked)
395 provide ample incentive for AT&T Illinois to continue to provide the levels of service it
396 has since receiving Section 271 approval. And, as stated earlier, those levels of
397 performance continue to provide CLECs a meaningful opportunity to compete and
398 support competition for the CLEC industry as a whole.

399

400 **Q. What is the time table for implementation of the Proposed WSQ Plan?**

401 A. The implementation schedule agreed to during the collaborative process calls for AT&T
402 Illinois to implement the Proposed WSQ Plan, including those measurements, beginning
403 December 1, 2007. This will permit AT&T Illinois to report December results in January
404 using these new performance measures. In order to adhere to this schedule, AT&T
405 Illinois made its triennial Part 731 filing on October 16, providing the 45 days notice to
406 the Commission and the industry contemplated by Rule 735.205(d). Accordingly, AT&T
407 Illinois' will implement the Proposed WSQ Plan beginning December 1, 2007. Because
408 the Performance Measurement User Guide contains no measures to which Tier 2

409 assessments apply, no Tier 2 payments would accrue for performance beginning with
410 December 2007 results.

411

412 **Q. Does AT&T Illinois intend to amend its interconnection agreements with CLECs to**
413 **reflect the Proposed WSQ Plan?**

414 A. AT&T Illinois intends to amend some – but not all – of its Interconnection Agreements
415 with CLECs. The Performance Remedy Plan language in some Interconnection
416 Agreements automatically incorporates any revisions or updates to the plan, so an
417 amendment to agreements like those is not necessary. In other situations, amendments
418 appear to be required. Where this is the case, AT&T Illinois intends to offer the affected
419 CLECs an amendment that incorporates the terms and conditions of the Proposed WSQ
420 Plan, effective as of December 1, 2007.

421

422 **C. AT&T Illinois' Proposed WSQ Plan Complies With The Requirements of**
423 **Subpart C, §§ 731.300/731.305 (Subpart B, § 731.220(b)(3))**

424

425 **Q. Please describe the general requirements of § 731.305.**

426 A. There are seven general requirements for performance assurance plans, almost all of
427 which reference other sections of Part 731 for more details. I show below that the
428 Proposed WSQ Plan complies with each of these criteria, and I also provide a matrix
429 (Exhibit 4 hereto) demonstrating compliance. To summarize briefly, the Commission
430 and the FCC already considered each of these criteria when they reviewed the Section
431 271 Plan (on which the Proposed WSQ Plan is based) and they both found that the
432 Section 271 Plan satisfied all of those criteria. The Commission also considered these

433 criteria when it approved the initial submission AT&T Illinois made in September of
434 2004 to comply with this Rule.

435

436 **1. Comprehensive Set of Wholesale Measures and Standards (§**
437 **731.305(a))**

438

439 **Q. Please describe how AT&T Illinois' Proposed WSQ Plan complies with the**
440 **requirements of § 731.305(a).**

441

442 A. AT&T Illinois' Proposed WSQ Plan includes 44 separate performance measures. This is
443 a reduction from the current 99 measures. The reduction reflects the elimination of 26 of
444 the 99 measures, and the consolidation of 40 measures into 11 of the remaining 44. Most
445 all of these measures are further broken down, or "disaggregated," into submeasures.
446 These submeasures reflect either a product type or type of process. The Performance
447 Measurements in the Proposed WSQ Plan cover all five OSS functions (pre-ordering,
448 ordering, provisioning, maintenance and repair, and billing) along with change
449 management, and cover the exact same wholesale products and services as the Current
450 WSQ Plan. Both the Commission and the FCC expressly found that these measures and
451 standards "encompass a comprehensive range of carrier-to-carrier performance," when
452 they reviewed the AT&T Illinois Section 271 Plan. *ICC 271 Order*, ¶ 3543-3545; *FCC*
453 *271 Order*, ¶ 169. The Commission also approved AT&T Illinois' current performance
454 measures in light of this criterion in its 2004 review of the Part 731 filing.

455

456 **2. Fully Defined Business Rules (§ 731.305(b))**

457

458 **Q. Does AT&T Illinois' Proposed WSQ Plan include fully defined business rules as**
459 **required by Section 731.305(b)?**

460
461 A. Yes. AT&T Illinois' Proposed WSQ Plan includes business rules for each performance
462 measure, with an applicable title, detailed definition, any exclusions, applicable standards
463 or benchmarks, levels of disaggregation, and the specific calculation methodology.
464 These business rules are attached as Exhibit 2. The business rules proposed here
465 originate from the same measures approved by the Commission in Docket No. 01-0662
466 for the Section 271 Plan, incorporating changes from prior collaborative workshops, and
467 adding the changes agreed to in the recently completed collaborative. Each of these
468 collaboratives were conducted pursuant to the Section 271 Plan or the Current WSQ Plan.
469 This Commission and the FCC both reviewed the business rules and concluded that the
470 Section 271 Plan contained “[c]learly articulated, pre-determined measures and
471 standards.” *ICC 271 Order*, ¶¶ 3543-3454; *FCC 271 Order*, ¶¶ 169. The Commission
472 also approved AT&T Illinois' Current WSQ Plan in light of this criterion in its 2004
473 review of the Part 731 filing.

474

475 **3. Self-Executing Remedy Provisions (§ 731.305(c))**

476

477 **Q. Does AT&T Illinois' Proposed WSQ Plan include the self-executing remedy**
478 **provisions included in AT&T Illinois' Commission-Approved Section 271 Plan and**
479 **Current WSQ Plan?**

480 A. Yes. The structure of the remedy provisions (Exhibit 1) proposed here are the same as
481 the remedy provisions of the Section 271 Plan and the Current WSQ Plan, with the
482 exception of the changes noted in Section III.B above (increased “per occurrence” and
483 “per measure/measure with a cap” payment amounts, elimination of assessments payable
484 to the State Fund). The Commission and FCC both found that these mechanisms (a) are

485 self-executing, and (b) provide a meaningful incentive to comply with the designated
486 performance standards. *ICC 271 Order*, ¶¶ 3552-3554, 3536-3542; *FCC 271 Order*, ¶
487 170. The Commission also approved the Current WSQ Plan in light of this criterion in its
488 2004 review of the Part 731 filing.

489

490 **4. Established Benchmarks and Standards (§ 731.305(d))**

491

492 **Q. Do the benchmarks and standards in the business rules comply with §§ 731.305(d)?**

493 A. Yes. First, the business rules contain clearly articulated standards that set forth the level
494 of performance that is expected to be achieved. Both this Commission and the FCC
495 agreed that the business rules are clear. *ICC 271 Order* ¶¶ 3542-3543; *FCC 271 Order* ¶
496 169. Second, Section 6.4 of AT&T Illinois' Proposed WSQ Plan continues to provide for
497 the regular review of performance measures. Any changes to the existing performance
498 measures must be by mutual agreement of the parties and approval of the Commission.
499 Should any disputes arise from this review, the dispute is referred to the Commission for
500 resolution. This Commission endorsed this feature of the plan, as it allows for periodic
501 update to the performance measures to reflect new developments. *ICC 271 Order*
502 ¶¶ 3533, 3544. The Commission also approved the Current WSQ Plan in light of this
503 criterion in its 2004 review of the Part 731 filing.

504

505 **5. Reporting Policies and Procedures (§ 731.305(e))**

506

507 **Q. Please describe the reporting policies and procedures included in AT&T Illinois'**
508 **Current WSQ Plan.**

509 A. Section 1.0 of the Current WSQ Plan states that AT&T Illinois will provide CLECs with
510 a monthly report of performance for the performance measures included in the User
511 Guide ("business rules"). Section 9 of the Current WSQ Plan addresses the posting of
512 results and the provision of liquidated damages to CLECs. These are the same disclosure
513 requirements that existed in AT&T Illinois' Updated Section 271 Plan.

514 To summarize, performance reports are due by the last business day of the month
515 following actual performance. This monthly data include the total number of transactions
516 involved in each measure, the number of instances in which standards were not met for
517 that measure, and calculations supporting any remedies paid pursuant to the wholesale
518 service quality plan. Proprietary data are password protected. Section 9.5 of this remedy
519 plan provides for publication of monthly reports and the business rules on AT&T Illinois'
520 Internet website for wholesale service ("CLEC OnLine").

521

522 **Q. Does the plan address "restatements" of performance data and the associated**
523 **remedies?**

524 A. Yes. Section 8.9 of the Proposed WSQ Plan requires AT&T Illinois to provide
525 information regarding any "restatement" of previously reported data on the CLEC
526 OnLine web site. Section 8.10 of this Plan requires AT&T Illinois to restate results as
527 soon as possible upon discovering the need for correction, for a period not to exceed the
528 three months prior to the month for which results have been most recently reported.
529 These requirements are unchanged from the Current WSQ Plan.

530

531 **6. A Review Process Scheduled at Regular Intervals (§ 731.305(f))**
532

533 **Q. Does the Proposed WSQ Plan provide for reviews at regular intervals?**

534 A. Yes. As I described above, Section 6.4 of the remedy plan component of the Proposed
535 WSQ Plan provides for a periodic review of performance measures and standards, a
536 process that is identical to that contained in the Current WSQ Plan. These reviews are
537 known as “six-month reviews.” Should any disputes arise from this review, the dispute
538 can be referred to the Commission for resolution. The Commission endorsed this process
539 in its review of the Section 271 Plan. *ICC 271 Order ¶¶ 3533, 3544.* This is the same
540 process that is included in the Current WSQ Plan, which the Commission approved in its
541 2004 review of the Part 731 filing.
542

543 **7. Regularly Scheduled Audits (§ 731.305(g))**
544

545 **Q. Does the Proposed WSQ Plan provide for regularly scheduled audits of**
546 **performance data?**

547 A. Yes. Section 6.4 of the Proposed WSQ Plan includes the same audit provisions regarding
548 CLEC-initiated audits as approved by the Commission in its *ICC 271 Order. ICC*
549 *271Order ¶¶ 3555-3557.* The FCC also found that the CLEC-initiated audit provision
550 in the 271 Plan provided adequate assurance that reported data are reliable. *FCC 271*
551 *Order ¶ 169.* To date, no CLEC has requested such an audit.

552 These provisions are further expanded in the Proposed WSQ Plan to permit more
553 than one CLEC to seek an audit of a specific performance measurement issue. Language
554 addressing Commission-initiated audits is deleted because the Plan applies in all five

555 AT&T Midwest states – not just Illinois. This does nothing to diminish the power of the
556 Commission to initiate audits under 220 ILCS 5/8-102.

557 AT&T Illinois' performance measurement systems and results have already
558 passed an exhaustive test conducted by BearingPoint and a comprehensive audit
559 conducted by Ernst & Young as part of the Section 271 investigation. A more recent
560 comprehensive audit was completed in 2006, and the resulting reports were made
561 available to the Commission and CLECs. No comments were received on that audit
562 report from the Commission or any CLECs.

563

564 **Q. Does AT&T Illinois retain records required to support its wholesale performance**
565 **for at least three years?**

566
567 A. Yes. AT&T Illinois retains reported performance results, as well as the underlying detail
568 data, for three years. Section 1.1 of the Proposed WSQ Plan also allows CLECs to
569 request data files of their individual data. AT&T Illinois makes this detail data available
570 upon request through its wholesale web site, CLEC On-Line. As with performance
571 results themselves, this information is also password protected.

572

573 **D. Compliance With Subpart D, §§ 731.410 (Reporting) and 731.420**
574 **(Interconnection Agreements) (Subpart B, § 731.220(b)(4))**

575

576 **Q. Please describe how AT&T Illinois' proposal complies with § 731.410(a) of the Rule,**
577 **which requires web site posting of the performance assurance plan after it is**
578 **approved by the Commission.**

579
580 A. Section 731.410(a) of the Rule requires that AT&T Illinois' approved plan satisfying the
581 Part 731 requirements be posted on the Commission's web site, with a link to the plan on
582 AT&T Illinois' web site. Upon approval, AT&T Illinois will post its plan on its own web

583 site (“CLEC OnLine,” <https://clec.att.com/clec>), in the same manner that it posts the
584 Current WSQ Plan. AT&T Illinois also plans to post the Proposed WSQ Plan on its
585 website for industry review while awaiting the Commission’s approval.

586

587 **Q. Please describe how AT&T Illinois complies with § 731.410(b) of the Rule requiring**
588 **web site reporting of performance.**

589 A. Sections 1.0 and 9.5 of AT&T Illinois’ Proposed WSQ Plan, in the same manner as the
590 Current WSQ Plan (Sections 1.0 and 10.5), state that AT&T Illinois will (a) provide
591 CLECs with a monthly report of performance, and (b) publish the monthly reports on
592 AT&T Illinois’ web site. AT&T Illinois has been providing this data and is
593 contemplating no changes to the current manner in which results will be made available
594 to the Commission and to CLECs.

595

596 **Q. Please describe how AT&T Illinois complies with § 731.410(c) of the Rule requiring**
597 **monthly reports of remedy payments and credits to the Commission.**

598
599 A. AT&T Illinois currently posts information identifying the total monthly remedy payments
600 on its CLEC OnLine website. AT&T Illinois will continue to provide that information
601 via the website, and will continue to provide the information it currently provides to the
602 Commission Staff on a monthly basis that meets the requirements specified in Section
603 731.410(c)-(2), (3) and (4), via email.

604

605 **Q. Please describe how AT&T Illinois’ proposal complies with § 731.420 of the Rule**
606 **regarding Interconnection Agreements.**

607 A. AT&T Illinois understands Section 731.420 to require the application of the standards
608 and measures of the Proposed WSQ Plan to (a) negotiated agreements; or (b)

609 amendments affecting a performance measures appendix, for those interconnection
610 agreements first effective after the effective date of 83 Ill. Adm. Code 731;
611 interconnection agreements negotiated after the effective date of the Rule that do not
612 expressly reference the Rule; and negotiated agreements first in effect after the effective
613 date of the Rule that do not expressly amend any of the standards and requirements
614 contained in Subpart D of the Rule. AT&T Illinois will comply with the requirements of
615 subsections (a)(1) through (a)(4) for any new Interconnection Agreements entered into
616 after the effective date of the Rule (83 Ill. Adm. Code 731), and for any amendment to
617 add a new, or modify an existing, performance measures appendix agreed to after the
618 effective date of the Rule. As to any such agreement or amendment, AT&T Illinois will
619 discuss Part 731 in its negotiations with CLECs to insure that any agreement reached
620 with carriers will be fully compliant with the rule by either including the plan approved
621 by the Commission as compliant with the rule or by expressly stating a mutual and
622 informed decision to include a different plan or to omit a plan altogether.

623

624 **E. Potential Changes to AT&T Illinois' Current WSQ Plan (Subpart B, §**
625 **731.220(b)(5))**

626

627 **Q. Does AT&T Illinois propose any substantive changes to its Current WSQ Plan**
628 **here?**

629

630 **A.** Yes. I have fully described these changes in Section III.B above.

631

632 **F. Probable Impact of Proposed Changes to AT&T Illinois' Current WSQ Plan**
633 **(Subpart B, § 731.220(b)(6))**

634

635 **Q. Please describe the impact expected from the changes AT&T Illinois proposes to its**
636 **Current WSQ Plan in the Proposed WSQ Plan.**

637 A. The discussion in Section III.B above fully discusses the substantive changes reflected in
638 the Proposed WSQ Plan compared to the Current WSQ Plan. Those changes will result
639 in a reduced set of performance measurements while retaining measures and tests deemed
640 most important by the CLECs. The payment amounts provided to CLECs for each
641 payable "missed" transaction (e.g. delayed installation, repeat trouble report) will
642 increase at least 28% and as high as 420% (for payable installation and repair "misses"
643 for high-capacity UNEs), and there will be no assessments payable to the State Fund.

644

645 **G. Support for the Impact of Proposed Changes to AT&T Illinois' Current**
646 **WSQ Plan (Subpart B, § 731.220(b)(7))**

647

648 **Q. Please describe the support for the impact of proposed changes to the Current WSQ**
649 **Plan.**

650

651 A. The anticipated impacts described in the response to the question in Section III.E, above,
652 are based on my evaluation of the intended and likely impacts of the changes negotiated
653 and agreed-to by the industry in the recently completed six-month review collaborative.

654

655 **IV. AT&T ILLINOIS' PROPOSED WHOLESALE SERVICE QUALITY PLAN**
656 **SATISFIES THE COMMISSION'S CRITERIA FOR APPROVAL (SUBPART E, §**
657 **731.505(b)).**

658

659 **Q. Does AT&T Illinois' Proposed WSQ Plan satisfy the "basis for approval" to be used**
660 **by the Commission specified in Section 731.505(b)?**

661

662 A. Yes. Section 731.505(b) lists eight general criteria the Commission is to consider. Most
 663 of these criteria are the same as the substantive requirements of Section 305, which I
 664 addressed above. The Commission and the FCC have previously held that the Current
 665 WSQ Plan and its predecessor, the Section 271 Plan, satisfy seven of these items, as
 666 shown in Table 2 below.

667 The eighth criteria asks whether “the plan complies with the requirements set
 668 forth in Subparts B, C, D and E” of 83 Ill. Adm. Part 731. The information presented in
 669 this affidavit addresses Subparts B, C, and D. Table 2 below demonstrates how AT&T
 670 Illinois’ Proposed WSQ Plan complies with Subpart E.

671

TABLE 2	
AT&T Illinois’ Proposed Wholesale Service Quality (“WSQ”)Plan Complies With The General Plan Requirements of Subpart E, §731.505(b)	
Part 731 Requirements (Subpart E, § 731.505(b))	FCC Criteria
1) Whether the plan contains articulated, pre-determined measures and standards that encompass a comprehensive range of carrier-to-carrier performance.	1) Both the Commission and the FCC have held that the AT&T Illinois Section 271 Plan complies with the FCC criterion regarding measures and standards “which encompass a comprehensive range of carrier-to-carrier performance.” See <i>ICC 271 Order</i> ¶¶ 3543-3545; <i>FCC 271 Order</i> , ¶ 169. The Current WSQ Plan, which is the same as the AT&T Illinois Section 271 Plan with minor administrative changes, has been approved by the Commission. As described in this testimony, the Proposed WSQ Plan provides the same scope of measurement as the Current WSQ Plan, with the only changes resulting from industry collaborative negotiations and agreement.
2) Whether each measure has an articulated definition, or “business rule” that sets forth the manner in which the data are to be collected by the carrier, lists any relevant exclusions, and states the applicable performance standards.	2) This Commission and the FCC both determined that the AT&T Illinois Section 271 Plan complies with the FCC criterion regarding “[c]learly articulated, pre-determined measures and standards.” See <i>ICC 271 Order</i> , ¶¶ 3543-3454; <i>FCC 271 Order</i> , ¶¶ 169. The Current WSQ Plan, which is the same as the AT&T Illinois Section 271 Plan with minor administrative changes, has been approved by the Commission. As described in this testimony, the Proposed WSQ Plan provides the same scope of measurement as the Current WSQ Plan, with the only changes resulting from industry collaborative negotiations and agreement.

TABLE 2	
AT&T Illinois' Proposed Wholesale Service Quality ("WSQ") Plan Complies With The General Plan Requirements of Subpart E, §731.505(b)	
Part 731 Requirements (Subpart E, § 731.505(b))	FCC Criteria
3) Whether the plan contains a mechanism that detects and sanctions non-compliant performance when it occurs on both an individual measure and aggregate basis.	3) The Commission and the FCC both found that the AT&T Illinois Section 271 Plan complies with the FCC criterion regarding a "reasonable structure that is designed to detect and sanction poor performance when it occurs." See <i>ICC 271 Order</i> , ¶¶ 3546-3551; <i>FCC 271 Order</i> , ¶ 169. The Current WSQ Plan, which is the same as the AT&T Illinois Section 271 Plan with minor administrative changes, has been approved by the Commission. As described in this testimony, the Proposed WSQ Plan deals with non-compliant performance in the same way as the Current WSQ Plan, with the only changes resulting from industry collaborative negotiations and agreement
4) Whether the plan subjects the Level 1 carrier to potential monetary liability that provides an incentive to comply with the designated performance standards.	4) The Commission, along with the FCC, determined that the Section 271 Plan subjects AT&T Illinois to "[p]otential liability that provides a meaningful and significant incentive to comply with the designated performance standards." See <i>ICC 271 Order</i> , ¶¶ 3536-3542; <i>FCC 271 Order</i> , ¶¶ 170. The Current WSQ Plan, which is the same as the AT&T Illinois Section 271 Plan with minor administrative changes, has been approved by the Commission. As described in this testimony, the Proposed WSQ Plan increases the "per occurrence" and "per measure/measure with a cap" payment amounts when performance for a CLEC does not meet or exceed the defined standard. This increase ranges from minimum 28% to 420% for a first month miss, These changes result from industry collaborative negotiations and agreement
5) Whether liability under the plan's enforcement mechanism would actually accrue at significant monetary levels when performance standards are missed.	5) The Commission and the FCC both held the Section 271 Plan "provides a meaningful and significant incentive to comply with the designated performance standards." See <i>ICC 271 Order</i> , ¶¶ 3536-3542; <i>FCC 271 Order</i> , ¶¶ 170. As shown in Table 1 above, AT&T Illinois has paid significant monetary amounts (over 1.8 million dollars) over the most recent 24 months for performance that never was lower than 92.88% of CLEC-specific measurement tests subject to remedy being met. Those dollars were generated from an average result of less than 5% of those same measurement tests being missed each month.
6) Whether the plan contains a self-executing mechanism.	6) The Commission and the FCC both agreed that the AT&T Illinois Section 271 Plan contains "[a] self-executing mechanism that does not leave the door open unreasonably to litigation and appeal." See <i>ICC 271 Order</i> , ¶¶ 3552-3554; <i>FCC 271 Order</i> , ¶ 170. In both the Current WSQ Plan and the Proposed WSQ Plan, these same self-effectuating mechanisms are unchanged from the AT&T Illinois Section 271 Plan.

TABLE 2 AT&T Illinois' Proposed Wholesale Service Quality ("WSQ") Plan Complies With The General Plan Requirements of Subpart E, §731.505(b)	
Part 731 Requirements (Subpart E, § 731.505(b))	FCC Criteria
7) Whether the plan provides for data to be accurate and it provides that the reported data are able to be audited.	7) The Commission and the FCC determined that the AT&T Illinois Section 271 Plan provides "reasonable assurances that the reported data are accurate." See <i>ICC 271 Order</i> , ¶¶ 3555-3557; <i>FCC 271 Order</i> , ¶ 169. These assurances remain embedded in both the Current WSQ Plan and the Proposed WSQ Plan. The absence of specific language authorizing a regional- or a Commission- initiated audit of AT&T Illinois performance reporting does not limit any powers that the Commission independently possesses to initiate such an audit.

672

673 **V. CONCLUSION**

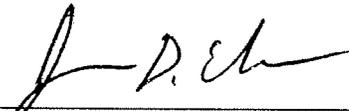
674

675 **Q. Does this conclude your Testimony?**

676 **A. Yes.**

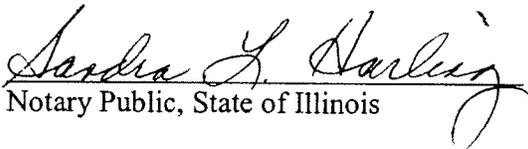
VERIFICATION

I, James D. Ehr, on oath, state that I am an employee of Ameritech Services, Inc., that I have reviewed the foregoing **TESTIMONY OF JAMES D. EHR ON BEHALF OF AT&T ILLINOIS**, and that, to the best of my knowledge, information and belief, the statements contained therein are true and correct.

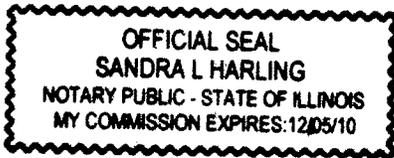


James D. Ehr

Subscribed and sworn to before
me this 16th day of October, 2007



Notary Public, State of Illinois



AT&T MIDWEST
PERFORMANCE REMEDY PLAN
DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which AT&T MIDWEST¹ will report performance to «CLECLegalName» (CLEC) and compare that performance to AT&T MIDWEST's own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages. Subject to Section 12, "Reservations of Rights", this Remedy Plan is being provided under the Section 251/252 Interconnection Agreement between AT&T MIDWEST and CLEC.

- 1.0 AT&T MIDWEST agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – AT&T MIDWEST Performance Measurement User Guide. AT&T MIDWEST 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. AT&T MIDWEST further agrees to use the remedy structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements for which remedies are provided to CLECs should performance fail to meet or exceed the defined standard for the specific performance measurement and submeasure.
 - 1.1 AT&T MIDWEST will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to AT&T MIDWEST on or before the last day of the month for which data is sought, AT&T MIDWEST shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to AT&T MIDWEST after the last day of the month for which data is sought, AT&T MIDWEST shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Remedy Plan, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 AT&T MIDWEST will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (AT&T MIDWEST retail (or its affiliate, whichever is better, where applicable per the performance measures specified in Attachment A, provided the number of affiliate data points equal or exceed 30) and CLEC) or percentages, or the difference between two ratios for purposes of this document. AT&T MIDWEST agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for AT&T MIDWEST retail (or its affiliate, whichever is better, where applicable per the performance measures specified in Attachment A, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the AT&T MIDWEST retail performance (or its affiliate performance, whichever is better, where applicable per the performance measures specified in Attachment A). If the affiliate data has fewer than 30 observations, the comparison will be to AT&T MIDWEST'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.

¹ The term "AT&T MIDWEST" refers to any of the individual AT&T incumbent local exchange operating companies located in the five midwestern states of Illinois, Indiana, Michigan, Ohio and/or Wisconsin.

3.0 For purposes of this document, performance for the CLEC 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 AT&T MIDWEST retail (or its affiliate, whichever is better, where applicable per the performance measures specified in Attachment A, provided the number of affiliate data points are equal to or exceeds 30) and CLEC are used to calculate a Z-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:

AT&T MIDWEST will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

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

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

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

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

Step 2:

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

Step 3:

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

Where: $n = \text{number of observations}$
 $P = \text{Percentage or Proportion}$

For Measurement results that are expressed as Rates or Ratios:

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

Where: $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$
 $R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$
 $R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$
 $\sigma_{\text{DIFF}} = \text{SQRT} \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] \cdot (1 / \text{denom}_{\text{CLEC}} + 1 / \text{denom}_{\text{ILEC}}) \}$

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

4.3 For measurements where the performance delivered to the CLEC is compared to AT&T MIDWEST performance and for which the number of data points are 29 or less for either the CLEC or AT&T MIDWEST, AT&T MIDWEST will apply the following alternatives to determine compliance.

4.3.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and AT&T MIDWEST 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):

AT&T MIDWEST applies the Z-Test as described in Section 3.0.

4.3.2 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 CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC 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 Z-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. ($P = \text{rank} / T$).
- (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.

4.4 AT&T MIDWEST and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who enters into this Plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Remedy Structure

AT&T MIDWEST agrees with the following methodology for developing the liquidated damages payable to CLEC:

- 5.1 AT&T MIDWEST will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 1.
- 5.3 AT&T MIDWEST will not be liable for the payment of liquidated damages until 10 days after receipt by AT&T MIDWEST of an executed (by CLEC) Interconnection Agreement, or an amendment to an existing Interconnection Agreement ("Receipt Date"), terms of which have been agreed to by both CLEC and AT&T MIDWEST, referencing this Plan. Liquidated damages will be accrued, but not paid, effective with the first full month of performance results after the Receipt Date, and will be payable from and after the date that the

Interconnection Agreement or amendment is approved by the Commission. AT&T MIDWEST will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and AT&T MIDWEST have signed.

- 5.4 In order to receive payment by check for any liquidated damages due herein CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC On-Line website (<https://clec.AT&T.com/clec>). Otherwise, liquidated damages payment will be made via bill credit. AT&T MIDWEST shall retain the CLEC information for the duration of this Remedy Plan, and the CLEC shall notify AT&T MIDWEST of any relevant changes in the information.

6.0 Procedural Safeguards and Exclusions

- 6.1 AT&T MIDWEST agrees that the application of the liquidated damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an Interconnection Agreement and tariff, AT&T MIDWEST and CLEC 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. AT&T MIDWEST and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 AT&T MIDWEST's agreement to implement these enforcement terms, and specifically its agreement to pay any “liquidated damages” 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. AT&T MIDWEST and CLEC agree that CLEC may not use: (1) the existence of this Remedy Plan; or (2) AT&T MIDWEST's payment of “liquidated damages” as evidence that AT&T MIDWEST 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. AT&T MIDWEST'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 AT&T MIDWEST'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 AT&T MIDWEST under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where AT&T MIDWEST seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC 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 AT&T MIDWEST has met or continues to meet the requirements of Section 271 of the Act.
- 6.3 Every six months, CLEC may participate with AT&T MIDWEST, 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 from Remedied to Non-Remedied or 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 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.
- 6.4 CLEC and AT&T MIDWEST will consult with one another and attempt in good faith to resolve any issue(s) regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation, and resolution of such issue(s) has not been agreed to

between AT&T MIDWEST and CLEC within 45 days after CLEC's request for consultation, then AT&T MIDWEST will allow CLEC to have an independent audit conducted by an independent third-party recognized as an auditing firm, at CLEC's expense. Such audit will be of AT&T MIDWEST's performance measurement data collection, computing, and reporting processes regarding the issue(s) initially presented by CLEC. In the event the subsequent audit affirms the issue initially presented by the CLEC and denied by AT&T MIDWEST, as materially affecting reported performance results, AT&T MIDWEST shall reimburse CLEC any payments made to the independent third-party auditor. AT&T MIDWEST shall have the opportunity to review the independent third-party auditor's proposed fees for the audit, and the audit approach and schedule, prior to commencement of the audit. Any concerns between the parties regarding the proposed audit costs, approach and schedule are to be negotiated in good faith. Should multiple CLECs consult with AT&T MIDWEST as described above with respect to the same issue(s) regarding accuracy or integrity of reporting, and individually or as a group not be able to reach resolution, and those CLECs jointly engage an auditor, arrangements for AT&T MIDWEST reimbursement of individual CLECs in the event the audit confirms the issue presented by the group of CLECs materially affects performance for each are to be made in advance of commencing the audit. CLEC may not request more than one audit per trimester (four (4) 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 CLEC's audit rights under other provisions of this Remedy Plan or any applicable Commission Order. AT&T MIDWEST agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC. Should an audit identify any problems where AT&T MIDWEST agrees to apply changes determined necessary to properly report performance for previously-published results (restate results), or determine and pay liquidated damages based upon previously-reported results ("true-up" payments based on restated results), such changes will be applied to all CLEC data, and accordingly all CLECs, affected by the issue.

- 6.5 Notwithstanding the parties' continued operation under the Interconnection Agreement or any "evergreen clause," AT&T MIDWEST's obligation for liquidated damages pursuant to this Performance Remedy Plan will automatically cease on December 31, 2010, unless the parties agree to extend this Plan via an amendment to their Interconnection Agreement or successor Agreement. Upon request of CLEC, AT&T shall commence negotiations, which may include multiple CLECs, for a successor Remedy Plan no later than June 30, 2010.

7.0 Exclusions Limited

- 7.1 AT&T MIDWEST will not be excused from payment of liquidated damages on specific grounds (e.g. Force Majeure, third party systems or equipment problems not under control of AT&T MIDWEST, its affiliates, or its agents), unless AT&T MIDWEST prevails in a waiver of liability filed with the Commission seeking expedited resolution, which waiver request shall be served on all CLECs that have executed an interconnection agreement amendment that incorporates or implements this AT&T Performance Remedy Plan and would be affected should the requested waiver be granted. AT&T MIDWEST bears the burden of proof and must pay the liquidated damages in advance of the expedited hearing, subject to refund, including interest, if it prevails. Should AT&T prevail upon formal Commission resolution, or in a settlement stipulation with CLEC participant(s) that resolves the dispute after resort to the Commission, CLEC shall refund the liquidated damages within 30 days of the final, non-appealable resolution by the Commission or the effective date of the settlement stipulation. A settlement stipulation may provide for a different refund due date. Should CLEC fail to timely make such repayment, AT&T shall incur no liquidated damages liability to CLEC for any future performance until the repayment is made. If a settlement agreement is reached between AT&T MIDWEST and participating CLECs, the Commission acceptance of such agreement would apply to all CLECs participating in the Remedy Plan provided that AT&T applies the identical settlement terms to all non-participating CLECs, where applicable, such that equitable treatment is provided. AT&T MIDWEST will not be excused from payment of liquidated damages on any other grounds except as addressed in Section 7.2 or Section 8.4 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 AT&T MIDWEST's ability to timely perform an activity subject to performance measurement, the applicable time frame in which AT&T MIDWEST'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, AT&T MIDWEST shall not be obligated to pay liquidated damages for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its Interconnection Agreement with AT&T MIDWEST or under the Act or State 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 AT&T MIDWEST believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its Interconnection Agreement with AT&T MIDWEST or under the Act or State law or tariff, and AT&T MIDWEST believes such act or omission has caused noncompliance with a performance measurement, as defined in Section 7.2 above, and AT&T MIDWEST initiates the ICA dispute process, AT&T MIDWEST shall pay one-half of the applicable liquidated damages to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, at the conclusion of the dispute process, if AT&T MIDWEST prevails. If AT&T MIDWEST does not prevail, the remaining one-half of the applicable liquidated damages will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. Should AT&T prevail in the dispute process, either prior to or as a result of formal Commission resolution, or in a settlement stipulation with CLEC participant(s) that resolves the dispute after resort to the Commission, CLEC shall refund the liquidated damages within 30 days of the final, non-appealable resolution by the Commission or the effective date of the settlement stipulation. A settlement stipulation may provide for a different refund due date or remedy. Should CLEC fail to timely make such repayment, AT&T shall incur no liquidated damages liability to CLEC for any future performance until the repayment is made. AT&T MIDWEST 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 a CLEC. If such an agreement is reached between AT&T MIDWEST and CLECs who choose to participate in such discussions, the Commission acceptance of such agreement would apply to all CLECs participating in the Remedy Plan, where applicable, such that equitable treatment is provided.
- 7.4 AT&T MIDWEST's liquidated damages liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due AT&T MIDWEST for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.5 AT&T MIDWEST will post on its Internet website the aggregate payments of any liquidated damages paid during the current calendar year.
- 8.0 Liquidated Damages Payable to CLECs:
- 8.1 Liquidated damages apply to measures designated in Appendix 1 as Remedied when AT&T MIDWEST delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Liquidated Damage Amount 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 AT&T MIDWEST has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to liquidated damages for which AT&T MIDWEST met or exceeded the performance standard. For those measures listed in Appendix 1 as "Subject to Per Occurrence Damages 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 1 as “Subject to Per Measure Damages,” 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 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 AT&T MIDWEST 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. 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 In the event AT&T MIDWEST’s performance falls below any defined threshold level as listed in Tables 1 & 2, this Section shall apply.

- 8.4.1 Should the calculated Index Value result fall below a defined threshold, and AT&T MIDWEST believes that the calculated Index Value result was attributable to events outside AT&T MIDWEST control, including but not limited to, force majeure events, act or omission by a CLEC that is contrary to any of the CLEC’s obligations under its Interconnection Agreement with AT&T MIDWEST or under the Act or State law or tariff, or changes in AT&T MIDWEST’s obligations under Section 251/252 (collectively referred to as “Index Value Events”), AT&T MIDWEST may initiate a request for waiver of liability for the additional liquidated damages directly attributable to the Index Value Event(s) with the specific Commission(s) in the affected State(s). Contemporaneous with the filing of the request for waiver, AT&T MIDWEST shall provide direct notice to the CLEC(s) affected of the request, along with a copy of the filed request, including all non-confidential or non-proprietary documents filed with the request. The direct notice shall be provided to the Notices Contact identified in the Interconnection Agreement. Upon initiating such a request, AT&T MIDWEST shall pay one-half of the additional liquidated damages directly attributable to the Index Value Event(s) to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if AT&T MIDWEST prevails. In such a request AT&T Midwest will have the burden to prove that absent the specified Index Value Event the calculated Index Value would have exceeded the specific threshold level and the additional liquidated damages liability resulting would not have been incurred. Should AT&T MIDWEST not prevail on the request for waiver in accordance with this Section 8.4.1, AT&T MIDWEST will pay the remaining one-half of the applicable liquidated damages to all affected CLECs, with interest accruing from the original payment due date, within 30 days of the Commission’s initial decision or, if appealed, within 30 days of a final, non-appealable resolution.

- 8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to 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 the CLEC 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 For provisioning and maintenance performance measurements associated with DS1 capacity or higher UNE Loops/EELs, the per-occurrence liquidated damage will start at the month three level for the first month performance failure.
- 8.7 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 AT&T MIDWEST 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 AT&T MIDWEST was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, AT&T MIDWEST will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the “Month 1” liquidated damage amount.
- 8.8 During this “proof of compliance” period, AT&T MIDWEST 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 a CLEC. This remedy payment amount will return to the lowest level of payment when AT&T MIDWEST provides “compliant” performance for the number of consecutive months identified in TABLE 3: “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 3.
- 8.9 AT&T MIDWEST is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for AT&T MIDWEST to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. AT&T MIDWEST will provide notice, via the CLEC OnLine web site, to CLEC 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.
- 8.10 In the event that performance measurement results need to be restated, AT&T MIDWEST 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.
- 8.11 If it is determined through restatement of performance results or other means that AT&T MIDWEST underpaid liquidated damages due a CLEC, AT&T MIDWEST will make additional payment to the CLEC (via the standard method of payment for each CLEC) to the extent that it underpaid. All underpayments will be credited with interest. In the event that determination is made through restatement of performance

- results or other means that **AT&T MIDWEST** overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC will be offset by the amount of overage.
- 8.12 Notwithstanding CLEC election under Section 5.4 above, **AT&T MIDWEST** shall be permitted to apply any liquidated damages payments due toward those charges that the CLEC owes **AT&T MIDWEST** for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days and, provided that the amount applied shall not exceed the total undisputed amount that is 90 days past due.
- 8.13 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix 1 for three consecutive months, **AT&T MIDWEST** will, at request of the CLEC, 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 the CLEC requesting “gap closure” within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

Index Value (“IV”) Thresholds	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
IV ≥ 87.0%	\$30	\$65	\$130	\$260	\$390	\$520
82.0% ≤ IV < 87.0%	\$36	\$78	\$163	\$325	\$455	\$585
77.0% ≤ IV < 82.0%	\$60	\$98	\$195	\$390	\$520	\$650
72.0% ≤ IV < 77.0%	\$120	\$163	\$325	\$650	\$780	\$910
IV < 72.0%	\$180	\$228	\$455	\$910	\$1,040	\$1,170

Index Value (“IV”) Thresholds	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
IV ≥ 87.0%	\$6,000	\$13,000	\$19,500	\$26,000	\$32,500	\$39,000
82.0% ≤ IV < 87.0%	\$9,000	\$19,500	\$29,250	\$39,000	\$48,750	\$58,500
77.0% ≤ IV < 82.0%	\$12,000	\$26,000	\$39,000	\$52,000	\$65,000	\$78,000
72.0% ≤ IV < 77.0%	\$18,000	\$39,000	\$58,500	\$78,000	\$97,500	\$117,000
IV < 72.0%	\$30,000	\$65,000	\$97,500	\$130,000	\$162,500	\$195,000

Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
	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

8.14 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 3 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 Posting of Results and Provision of Liquidated Damages Payments:

- 9.1 If AT&T MIDWEST fails to submit performance reports or make payment of liquidated damages by the last business day of the month following actual performance, AT&T MIDWEST is required to post notice of such delay on the “News Page” of its web site where performance results are made available. Such notice must describe the extent to which results or payments are not provided, and an expected timeframe in which the situation will be corrected such that results or payments will be posted or provided correctly and completely. CLEC has the ability to take any concerns with a delay in posting of performance results or payment of liquidated damages to the Commission for resolution. For each day after the due date that AT&T MIDWEST fails to pay the required amount, AT&T MIDWEST will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation.
- 9.2 If AT&T MIDWEST alters previously reported data for a CLEC, and after discussions with AT&T MIDWEST the CLEC disputes such alterations, then the CLEC 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.”
- 9.3 When AT&T MIDWEST performance creates an obligation to pay liquidated damages to a CLEC under the terms set forth herein, AT&T MIDWEST shall make payment 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 AT&T MIDWEST performance through March is such that AT&T MIDWEST owes liquidated damages to CLECs for 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). For each day after the due date that AT&T MIDWEST fails to pay the required amount, AT&T MIDWEST will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation.
- 9.4 AT&T MIDWEST may not withhold payment of liquidated damages to a CLEC other than through the processes described in Sections 7.3 and 8.4.1.
- 9.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and AT&T MIDWEST.

10.0 Methods of Calculating Liquidated Damages Amounts

The following methods apply in calculating per occurrence liquidated damage:

10.1 Calculating Liquidated Damages

10.1.1 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLEC 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 to determine the applicable liquidated damages for the given month for that sub-measure.

10.1.2 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLEC 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 percentage for the CLEC 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.

10.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLEC 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 the CLEC 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 to determine the applicable liquidated damages for the given month for that sub-measure.

11.0 The following document is incorporated herein by reference:

Appendix 1: AT&T MIDWEST Performance Measurement User Guide (a document available from CLEC Account Managers or found on the AT&T MIDWEST Performance Measurement website)

Appendix 1 is updated periodically through the collaborative described in Section 6.3 above. Upon completion of the collaborative discussions, agreed changes are submitted for State Commission approval in accordance with each State Commission's desired procedure. Disputes on changes are also submitted for State Commission resolution according to this procedure. The proceeding under which Appendix 1 is submitted for approval, and under which disputes are resolved, in each state is listed below (unless replaced by a successor proceeding or docket). Upon approval of the State Commission, the new version of Appendix 1 is to be used in reporting performance for all CLECs doing business in the particular state.

- Illinois – 83 ILL. Admin. Code 731 (Rule Part 731)
- Indiana – Cause No. 41657
- Michigan – Case No. U-11830
- Ohio – Case No. 00-942-TP-COI
- Wisconsin – Docket No. 6720-TI-198

In the event of any inconsistency between Appendix 1 and this Performance Remedy Plan, this Performance Remedy Plan shall supersede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

12.0 Reservation of Rights:

By offering this Plan in the context of an Interconnection Agreement, AT&T is not waiving the right to assert that a State Commission does not have jurisdiction to create or impose remedies/liquidated damages that are beyond the scope of the remedies/liquidated damages that may result from application of this negotiated Remedy Plan. Notwithstanding this Reservation of Rights, both parties acknowledge that a Commission may enforce the provisions of this Remedy Plan and resolve disputes that may arise with respect to the implementation and application of this Remedy Plan unless the general dispute resolution provisions of the ICA provides for another venue or process.

Maximum/Minimum Levels of Service:

The following table represents “Maximum Level of Service (Ceilings)” and “Minimum Level of Service (Floors)” for each respective measure/sub-measure. Without regard to parity, AT&T Midwest will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceiling and AT&T Midwest will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor. Floors and Ceilings do not apply to any product subject to a benchmark standard, and do not apply to Interconnection Trunks, Resold Specials, DSL Loops, and LNP Only products.

AT&T Midwest will be excused from application of the Floor for determination of any liquidated damages liability should performance fall below the Floor as a result of specific events beyond the control of AT&T. Examples of such events are cable cuts by a third-party (not contracted by AT&T) and severe weather. In such situations AT&T will calculate any liquidated damages liability against the parity comparison, and pay any such liability on or before the due date of such payment. Any additional amount that might be owed for a calculation to the Floor will be withheld while AT&T pursues a waiver of liability with the particular State Commission. Should the Commission rule against AT&T in such a filing, any additional liquidated damages will be paid to the CLEC within 30 days with interest.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM – 29	Percent AT&T Midwest Missed Due Dates	Each	≤ 2%	> 10%
PM – 30	Percent AT&T Midwest Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM – 35	Percent Trouble Reports within 30 Days (1-30) of Installation	Each	≤ 4%	> 20%
PM – 37.1	Trouble Report Rate Net of Installation and Repeat Reports	Each	≤ 4/100 lines (≤4%)	> 20/100 lines (>20%)
PM – 38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM – 39	Mean Time to Restore Interval	Resale POTS - OOS	≤ 8 hours	> 30 hours
PM – 39	Mean Time to Restore Interval	Resale POTS - AS	≤ 8 hours	> 60 hours
PM – 39	Mean Time to Restore Interval	UNE Loops < DS1	< 8 hours	> 36 hours
PM – 39	Mean Time to Restore Interval	UNE Loops ≥ DS1	≤ 4 hours	> 10 hours
PM – 40	Percent Out of Service (OOS) < 24 Hours	Each	≥ 96%	< 85%
PM – 41	Percent Repeat Reports	Each	≤ 4%	> 20%

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Pre-Ordering/Ordering

1.1 Average Response Time for Manual Loop Make-Up Information

Definition:

The average time required to provide manual loop qualification for DSL capable loops measured in business days.

Exclusions:

- Manual request for loop makeup information not initiated by the CLEC
- Weekends and Holidays

Business Rules:

The time starts when a request is received from the CLEC and ends when the information on the loop qualification has been made available to the CLEC.

Levels of Disaggregation:

- None

Calculation:

$\sum(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) \div \text{Total loop qualifications}$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- 2 Business Days

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1.3 Accuracy of Actual Loop Makeup Information Provided for DSL Orders

Definition:

The percent of DSL orders provisioned based upon accurate information from an AT&T Midwest loop qualification response for four categories: loop length, bridge, load, repeaters. Note that the only Loop Qualification restriction on YZP/AS IS orders is Loop Length. Therefore, the YZP/AS IS Level of Disaggregation below will only measure the accuracy of LMU for Loop Length. The other three categories will be reported for Diagnostic purposes. Identification of incorrect loop qualification response will be described in the Business Rule section below.

Exclusions:

- None

Business Rules:

This measure assesses whether AT&T Midwest is able to provide a loop in response to a CLEC order that, based upon the loop qualification information provided by AT&T Midwest in response to the CLEC request, correctly reflects the specifications communicated on the Loop Qualification response.

Outlined below is what will count as an inaccurate record in each criteria:

- **Loop Length:**
 - **YZP/AS IS:**

If Loop Makeup information says that the loop length is within YZP parameters (<17.5 kft), however the Loop is discovered to be outside of the parameters, AT&T will count this Loop Makeup as inaccurate.
 - **Standard Ordering (Non YZP/AS IS):**

When there is a published Loop Length specification as it pertains to either SPEC code or product availability, if the inaccurate record shows loop length within the published specification, when in reality they are not, AT&T will consider this an inaccurate LMU.
- **Bridge/Load/Repeater:**
 - **YZP/AS IS:**

If, during the YZP/AS IS trouble process, Load or Repeaters are discovered that were not accurately reflected in Loop Qualification at that time, AT&T will consider such record inaccurate. If, during the YZP/AS IS trouble process, Bridge Tap is found to be excessive that was not Excessive in Loop Makeup at that time, AT&T will consider such record inaccurate.
 - **Standard Ordering (Non YZP/AS IS):**

If Loop Qualification either shows a Load or Repeater exists when it does not, causing CLEC to update SPEC code, AT&T will consider such record inaccurate. If order completes, effect would be CLEC opens trouble ticket. If Loop Qualification either shows a Load or Repeater does not exist when it does, causing CLEC to update SPEC code. If order completes, CLEC would open trouble ticket.

Three activities will identify when an incorrect Loop Makeup was provided to the CLEC that inhibited provisioning of a DSL order:

- 1) A specific jeopardy will be sent (identifying the need for the CLEC to adjust the SPEC

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- code to reflect the LMU of the loop actually available for provisioning),
- 2) An Installation trouble report will be opened (to remedy one of the four categories of loop qualification described above), or
 - 3) A subsequent conditioning-only order was required for bridge, load or repeaters.

Included in the denominator are all DSL loop orders completed within the report period, along with all cancelled DSL loop orders for which a jeopardy is returned to CLECs indicating that specifications of the loop available for provisioning does not match the specifications provided on the Loop Qualification response. The numerator will include only those orders that complete without a jeopardy (as described above) being issued, without an installation trouble report (within 30 calendar days of service order completion) requiring conditioning to be added, and without a subsequent conditioning only order being required within 30 calendar days of service order completion.

The disaggregation for DSL orders that received a Reject message for fiber to the curb or PAIR GAIN/DLC found will be measured as follows: The denominator will be DSL orders completed in the reporting month and the numerator will be the DSL orders that were rejected for one of the two reasons noted above.

Levels of Disaggregation:

DSL actual Loop Makeup Information provided:

- Manually
 - Standard Ordering (Non YZP/AS IS)
 - YZP/AS IS Loop length only
 - YZP/AS IS-bridge/load/repeaters (Diagnostic only)
- Electronically
 - Standard Ordering (Non YZP/AS IS)
 - YZP/AS IS Loop length only
 - YZP/AS IS-bridge/load/repeaters (Diagnostic only)
- DSL Orders that received a Reject Message

Calculation:

(Number of DSL Loop orders installed without a related installation trouble report requiring conditioning, without a subsequent conditioning-only order, and without issuance of a jeopardy for loop qual data issue and the loop was not found to be too long) ÷ (Total DSL loop orders completed and DSL loop orders cancelled due to jeopardy for loop qual data) * 100

Report Structure:

Reported for –

- CLEC,
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

Remedied

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Benchmark:

- YZP/AS IS: Parity with AT&T Midwest DSL Affiliate
- Standard Ordering (Non-YZP/AS IS): 95% Benchmark
- Tier 1 Diagnostic for the YZP/AS IS-bridge/load/repeater disaggregation.
- % Completed DSL Orders that received a Reject Message: Diagnostic

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2. Percent Pre-Ordering Responses Received within “X” seconds

Definition:

The percent of responses completed in “X” seconds for pre-order interfaces (Web Verigate, EDI and CORBA).

Exclusions:

- None

Business Rules:

Timestamps for the interfaces (Web Verigate, EDI and CORBA) are taken at the AT&T Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the AT&T Pre-Order Adapter and stops at the date/time the AT&T Pre-Order Adapter passes the response back to the interfacing application (Web Verigate, EDI pre-order or CORBA).

The Time Searched Parameters for the pre-order transactions can be accessed in the following manner:

- [1] Go to CLEC Online, 2) Select CLEC handbook, 3) Select Handbook for Illinois, Indiana, Michigan, Ohio, Wisconsin,
- 4) Select OSS, 5) Select Operations Support Systems, 6) Select IL, IN, MI, OH, WI, 7) Select Time Searched Parameters.]

The response time is measured only within the published hours of interface availability as posted on the CLEC Online website. This information can be accessed in the following manner:

- [1] Go to CLEC Online, 2) Select CLEC Handbook, 3) Select Handbook for Illinois, Indiana, Michigan, Ohio, Wisconsin, 4) Select OSS, 5) Select Operations Support Systems, 6) Select Operating Hours,
- 7) Select OSS hours of Operation. [(The spreadsheet will show both scheduled availability by Preorder Interfaces and Regional Pre-order functionality (Backend). The hours of operation are the hours of scheduled availability within the pre-order functionality)]

For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the AT&T Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from AT&T Pre-Order Adapter and the end time is when the message is sent to the CLEC.

Where CLEC accesses AT&T Midwest – LEC’s systems using a non-AT&T required Service Bureau Provider, the measurement of AT&T Midwest – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.

Levels of Disaggregation:

- Address Verification
- Telephone Number Assignment (includes inquiry, reservation, confirmation and cancellation transactions)
- Customer Service Inquiry (CSI) <= 30 WTNs (Also broken down for Lines as required for DIDs).
- Customer Service Inquiry (CSI) > 30 WTNs/lines

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- Service Availability
- Service Appointment Scheduling (Due Date)
- Dispatch Required
- PIC
- Actual Loop Makeup Information requested (5 or less loops searched)
- Actual Loop Makeup Information requested (greater than 5 loops searched)
- Design Loop Makeup Information requested (includes Pre-Qual transactions)
- Protocol translation time – EDI (includes input and output times) where the message size is less than or equal to 65K
- Protocol translation time – EDI (includes input and output times) where the message size is greater than 65K.
- Protocol translation time – CORBA (includes input and output times)
- Protocol translation time – Web Verigate (includes input and output times)

Calculation:

(# of responses within each time interval ÷ total responses) * 100

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate where applicable (or AT&T Midwest acting on behalf of its' Affiliate).

Measurement Type:

Remedied

Subject to a Remedy Cap

Benchmark:

- No remedies will apply to Customer Service Inquiry (CSI) greater than 30 WTNs/lines
- No remedies will apply to Actual Loop Makeup Information requested (greater than 5 loops searched)
- No remedies will apply to Protocol Translation Times for EDI (includes input and output times) where the message size is greater than 65K.
- No remedies will apply to Protocol Translation Times for Web Verigate (includes input and output)

Measurement	Web Verigate, EDI and CORBA
<i>Address Verification</i>	95% in <= 20 seconds
Telephone Number Assignment (includes inquiry, reservation, confirmation and cancellation transactions)	95% in <= 10 seconds

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Measurement	Web Verigate, EDI and CORBA
Customer Service Inquiry < or = 30 WTNs/lines	95% in <= 15 seconds
Customer Service Inquiry > 30 WTNs/lines	95% in <= 60 seconds
Service Availability	95% in <= 13 seconds
Service Appointment Scheduling (Due Date)	95% in <= 5 seconds
Dispatch Required	95% in <= 19 seconds
PIC	95% in <= 25 seconds
Actual Loop Makeup Information requested (5 or less loops searched)	95% in <= 30 seconds
Actual Loop Makeup Information requested (greater than 5 loops searched)	95% in <= 60 seconds
Design Loop Makeup Information requested (includes Pre-Qual transactions)	95% in <= 15 seconds
Protocol Translation Time – EDI (includes input and output times) where message size is less than or equal to 65K	95% in <= 4 seconds
Protocol Translation Time – EDI (includes input and output times) where the message size is greater than 65K.	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <= 1 seconds
Protocol Translation Time – Web Verigate (input and output)	95% in <= 1 second

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4. OSS Interface Availability

Definition:

Percent of time OSS interface is available compared to scheduled availability.

Exclusions:

- Where CLEC accesses AT&T Midwest – LEC’s systems using a Service Bureau Provider, the measurement of AT&T Midwest – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.

Business Rules:

The total “number of hours functionality to be available” is the cumulative number of hours (by date and time on a 24 hour clock) over which AT&T Midwest plans to offer and support CLEC access to AT&T Midwest’s operational support systems (OSS) functionality during the reporting period. “Hours Functionality is Available” is the actual number of hours, during scheduled available time, that the AT&T Midwest interface is capable of accepting or receiving CLEC transactions or data files for processing through the interface and supporting operational support systems (OSS). The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the “Percent System Availability” measure. (AT&T Midwest will not schedule normal system maintenance during normal business hours (8:00 a.m. to 5:30 p.m. central time, Monday through Friday)).

When interfaces experience partial unavailability, an availability factor is applied to the calculation of downtime. This factor is stated as a percentage and represents the impact to the CLEC.

Determination of the availability factor is governed by AT&T Midwest’s Availability Team on a case by case basis. Disputes related to application of the availability factor may be presented to the Commission. Whenever an interface experiences complete unavailability, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied.

AT&T Midwest shall calculate the availability time rounded to the nearest minute.

Levels of Disaggregation:

- EBTA
- EBTA GUI
- BOP-GUI (as it is implemented in the AT&T Midwest region)
- Web LEX
- EDI Ordering Protocols
- EDI VAN
- EDI SSL3
- NDM
- Web Verigate
- Web Toolbar
- ARAF
- EDI Pre-order
- CORBA Pre-order

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Calculation:

$$\frac{[(\text{Hours functionality is available during the scheduled available hours}) \div \text{Scheduled system available hours}] * 100}{}$$

Report Structure:

- Reported on a total wholesale basis across the AT&T Midwest region (Company level reporting).

Measurement Type:

None

Benchmark:

- 99.5%

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5. Percent Firm Order Confirmations (FOCs) Returned Within “X” Hours/Days

Definition:

Percent of FOCs returned within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- Rejected (manual and electronic) service requests.
- AT&T Midwest retail disconnect orders in conjunction with wholesale migrations.
- Service requests involving major Projects mutually agreed upon by CLECs and AT&T Midwest or as defined as Projects on the CLEC Online website.

[The steps for access to the above Project information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose Handbook for Illinois, Indiana, Michigan, Ohio, Wisconsin, 4) Select Ordering, 5) Select Standard Due Dates, 6) Select AT&T Midwest, 7) Select REQ type and Product.]

- Where CLEC accesses AT&T Midwest – LEC’s systems using a non-AT&T required Service Bureau Provider, the measurement of AT&T Midwest – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.
- DSL orders rejected for incomplete or incorrect LSR.
- DSL orders denied for pair gain.
- Weekends and Holidays for FOCs reported in Manual Intervention disaggregations; Non-System Processing Hours for FOCs reported in Electronic/Electronic disaggregations.

Business Rules:

Orders are measured according to how the LSR is processed by AT&T Midwest (i.e., electronically or manually).

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, as posted on the Internet. If the receipt time is outside of normal business hours, then the start date/time is set to the beginning of the next business day.

Electronically Submitted Requests:

FOC business rules are established to reflect the electronic normal hours of operation, as posted on the Internet. For electronically processed service requests, the start date and time is the receive date and time that is automatically populated by the interface. The end date and time is recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

- LSRs Received and Processed Electronically: Hours used in the calculation are the hours of system availability. Time outside of the published hours of availability is excluded from the calculation.
 - If the LSR is received during scheduled system down time, the clock starts at the first scheduled time of system availability subsequent to the receipt date/time of the LSR.
 - If the FOC is sent during a scheduled system down time, the clock stops at the first scheduled time of system availability subsequent to the date/time the FOC was sent/made available to the CLEC.

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- If both the LSR is received and the FOC is sent within a continuous uninterrupted down-time period and entirely outside the published hours of availability, the receipt to FOC interval will be one minute.

Manually Submitted and/or Manually Processed Requests:

Manual requests are those initiated via the CLEC by fax. Manually processed requests include those manually submitted plus those electronically submitted that require manual intervention. The receive date and times are recorded and input on each request in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC.

- Hours used in the calculation are the Local Service Center (LSC) hours of operation.
 - If a request is received Monday through Friday between 7:00 a.m. to 5:00 p.m., the valid start time will be the actual receipt time.
 - If the request is received Monday through Thursday after 5:00 p.m. and before 7:00 a.m. the next day, the valid start time will be the next business day at 7:00 a.m.
 - If the request is received Friday after 5:00 p.m. and before 7:00 a.m. Monday, the valid start time will be at 7:00 a.m. Monday.
 - If the request is received on a holiday (anytime), the valid start time will be the next business day at 7:00 a.m.
 - The returned confirmation to the CLEC will establish the end date/time. Where disaggregations reflect “clock hours” a 24-hour rolling clock will be used between 12:00 a.m. Monday and 11:59 p.m. Friday. Where disaggregations reflect “business hours” the time will be measured from 7:00 a.m. to 5:00 p.m. Monday through Friday CST.

When related LSR's are submitted the FOC clock will start with the receipt of the last related LSR (date/time), and will be based on the disaggregation with the longest FOC duration for any of the related LSR's. When a Related LSR is rejected the FOC clock for all Related LSRs will start with receipt of the SUP or last related LSR, whichever is later.

For a manual request that requires an associated loop qualification, the Start date and time is when the loop qualification is completed by OSP Engineering and is made available in the Loop Qual system. The End date and time is when the fax is sent back to the CLEC.

For orders where FOC times are negotiated with the CLEC, the entry on the service order is used in the calculation. The request type is determined from the order class and order type tables to report the various levels of disaggregation.

For DSL orders that require manual loop makeup information after the receipt of the LSR (CLEC did not request manual loop makeup information), the Start time for the FOC is the date and time the loop makeup information is available in the Loop Qual system. The End date and time is automatically recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

Manually and Electronically Submitted Requests:

For Interconnection Trunk Orders, AT&T Midwest will attempt to contact CLEC with questions on interconnection trunk orders at least 2 days prior to FOC due date. This process will be in place until AT&T Midwest institutes a reject process for these type orders.

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Levels of Disaggregation:

Electronic/Electronic (Received and processed without Manual intervention)

- All electronic/electronic
- Resale (residential and simple business combined)
- UNE loop (excluding DSL loops), with or without LNP
- DSL capable loops (including standalone loops)
- LNP only
- All other

Manual Intervention (Required Manual processing, regardless how received)

- Resale (residential and simple business combined)
- UNE loop (excluding DSL loops), with or without LNP
- DSL capable loops (including standalone loops)
- LNP only
- All Other (Includes order types that require manual submission)

Calculation:

(# of FOCs returned within "X" hours/days ÷ total FOCs sent) * 100

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Subject to a Remedy Cap

- All electronic-electronic disaggregations are combined to a summary level for remedy calculations.
- Individual electronic/electronic disaggregations are diagnostic and remedies do not apply.

Benchmark:

Electronic -

- 95% within 1 hour for LSRs that were not subject to "reflow/held in queue" processing
- 95% within 3 hours for LSRs that were subject to "reflow/held in queue" processing

Manual Intervention - 95% within the benchmarks defined below -

- **Within 5 Hours for the following service types:**
 - UNE Loop (1-49 Loops)
 - Simple Res. and Bus.
 - Switch Ports
 - LNP Only Simple Residence and Business (1-19 Lines)
 - LNP with Loop (1-19 Loops)

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- **Within 6 Hours for the following service types:**
 - UNE xDSL Capable Loop (1-19 Loops)
- **Within 14 Hours for the following service types:**
 - UNE xDSL Capable Loop (> 19 Loops)
- **Within 24 Hours for the following service types:**
 - Complex Business (1-200 Lines)
 - Simple Res. And Bus. – Manually Submitted
 - UNE Loop (1-49 Loops) – Manually Submitted
 - Switch Ports – Manually Submitted
 - CIA Centrex (1-200 Lines)
 - UNE xDSL Capable Loop (1-49 Loops)
 - LNP Only Simple Residence and Business (1-19 Lines) – Manually Submitted
 - LNP with Loop (1-19 Loops) – Manually Submitted
 - LNP Complex Business (1-19 Lines)
 - Complex Business (1-200 Lines)
 - EELs
- **Within 48 Hours for the following service types:**
 - Complex Business (>200 Lines)
 - UNE Loop (>49 Loops)
 - CIA Centrex (>200 Lines)
 - UNE xDSL Capable Loop (> 49 Loops) – Manually Submitted
 - LNP Only Simple Residence and Business (>19 Lines)
 - LNP with Loop (>19 Loops)
 - LNP Complex Business (>19 Lines)
 - UNE Loop (>49 Loops)
 - LNP Only Simple Residence and Business (>19 Lines)
 - LNP with Loop (>19 Loops)
 - LNP Complex Business (>19 Lines)
- **Within 6 Days for the following service types:**
 - Interconnection Trunks (< 5 DS1) < 6 days
- **Within 8 Days for the following service types:**
 - Interconnection Trunks (>= 5 DS1) and all orders identified as part of a project < 8 days

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6. Notification Timeliness

Definition:

Percent Completions (“SOCs”)/Line Loss Notifications (“LLNs”)/Post to Bill (“PTB”)/Reject notices sent/made available within “X” hours/days as described below.

Exclusions:

For All Notices

- Where CLEC accesses AT&T Midwest systems via a Service Bureau Provider, the measurement of AT&T Midwest’s performance shall not include Service Bureau Provider processing, availability or response time.

Completions/LLNs

- CLEC caused misses or delays

LLNs

- Orders for which Line Loss Notifications are not provided

PTBs

- Orders for which Post To Bill notifications are not provided
- Access Service Orders billed through CABS
- Interconnection Trunk Orders.

Rejects

- Service requests involving projects mutually agreed upon by AT&T Midwest and the CLEC or as defined as Projects on the CLEC Online website.

[The steps for access to the above Project information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose Handbook for Illinois, Indiana, Michigan, Ohio, Wisconsin, 4) Select Ordering, 5) Select Standard Due Dates, 6) Select AT&T Midwest, 7) Select REQ type and Product.]

Business Rules:

Measured notifications are Service Order Completions (SOC), Line Loss Notification (LLN), Post To Bill Notification (PTB) and Rejects.

Service Order Completions (SOC):

Calculation starts at completion of work to provision the requested services, and ends when the notice is sent or made available to the CLEC. The date that the last service order associated with the request is provisioned is the work completion date. Standards are documented in the matrix below. The calculation is based on LSC business days.

Mechanized Completion
Within 1 LSC Business day

Line Loss Notification (LLN):

Calculation starts at completion of work to provision the requested services (date customer is switched to new carrier), and ends when the notice is sent or made available to the CLEC. The completion date is the date the last service order associated with the winning carrier’s service

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request is provisioned, based on business days, using a full 24-hour day. This measure includes all product/ordering scenarios for which loss notifications are to be sent, in accordance with the information documented on the CLEC OnLine website, including retail winbacks. The standard is documented in the matrix below.

Line Loss Notification
Within 1 business day

Post To Bill Notification (PTB):

Calculation starts at completion of work to provision the requested services, and ends when the notice is sent or made available to the CLEC. The date that the last service order associated with the request is provisioned is the work completion date. Standard is for the PTB to be sent within eight (8) business days.

Post To Bill Notification
Within 8 business day

Rejects:

Calculation starts at the date/time of receipt of the LSR, and ends at the date/time the reject notice is sent/made available to the CLEC. This measure includes all rejects regardless of method of submission/processing (i.e., electronically or manually). The calculation is based on system processing hours for auto/auto and LSC processing hours for auto/manual and manual/manual. When a Related LSR is rejected, and a subsequent SUP is not received in four (4) business hours, all related LSRs will be rejected. The Reject start date/time for the Related LSRs is the Reject date/time of the initial LSR Reject plus four (4) business hours.

Rejects
Mechanized (a/a): Within 2 business hours
Manual received electronically (a/m): Within 8 business hours
Manual received manually (m/m): Within 24 clock hours

For all notification types that are in response to a request from the CLEC, if the receipt time of a request is outside of normal AT&T business/system hours, the start date/time is set to the beginning of the next AT&T business day/scheduled system availability. If the request is related to other requests (all requests must be received in order to generate the proper response) the time of receipt of the latest received request will apply to all related requests.

Levels of Disaggregation:

SOC

- All Mechanized Completions (Total of disaggregations below)
 - Resale

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- UNE
- LNP Only
- Other

LLN

- All Mechanized (Total of disaggregations below)
 - AT&T Winback (AT&T Retail is the “winning” carrier, CLEC is “losing” carrier)
 - CLEC-to-CLEC (CLEC A is “winning” carrier, CLEC B is “losing” carrier)

PTB

- None

Rejects

- Mechanized Rejects (A/A)
- Manual Rejects Received Electronically (A/M)
- Manual Rejects Received Manually (M/M)

Calculation:

(# of notifications returned within specified standard ÷ total notifications returned) * 100

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Subject to a Remedy Cap for Completions and Rejects

Benchmark:

Mechanized Completions:

- 97% within specified standard for the aggregate of all disaggregations.
- Remedies paid on the aggregate only in each State.
- Individual disaggregations are diagnostic and remedies do not apply.

Rejects:

- 95% within the specified standard

LLN:

- 97% within specified standard.
- Remedies apply only to the “All” disaggregation.
- AT&T Winback and CLEC to-CLEC results are not separately subject to remedies

PTB:

- 95% within specified standard.

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12. Mechanized Provisioning Accuracy

Definition:

Percent of mechanized orders completed as ordered.

Exclusions:

- Where CLEC accesses AT&T Midwest – LEC’s systems using a non-AT&T required Service Bureau Provider, the measurement of AT&T Midwest – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.

Business Rules:

This measurement compares the USOCs ordered on a mechanized order, to the copy of the order which updates the customer billing database.

Levels of Disaggregation:

- None

Calculation:

$(\# \text{ of orders completed as ordered} \div \text{total orders}) * 100$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

None

Benchmark:

- Parity

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13. Order Process Percent Flow Through

Definition:

Percent of orders from receipt to distribution that progress mechanically through to AT&T Midwest provisioning systems.

Exclusions:

- Orders both electronically generated and rejected.
- Manually received orders
- Where CLEC accesses AT&T Midwest – LEC’s systems using a non-AT&T required Service Bureau Provider, the measurement of AT&T Midwest – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.

Business Rules:

The number of eligible orders that flow through AT&T Midwest’s ordering systems without manual intervention, divided by the total number of eligible electronically generated orders within the reporting period. Manually intervened orders that are electronically generated are considered failed pass-through. Orders that fall out after receipt, but are not rejected back to CLEC due to CLEC caused errors will be included as failed pass-through occurrences. This measure includes orders designed to flow through only.

Levels of Disaggregation:

- UNE Loops (includes Loop with LNP, LNP, and LSNP with all other UNE Loops)
- Other (Resale, and any other products not reported in UNE Loops)

Calculation:

$(\# \text{ of orders that flow through} \div \text{total eligible electronic orders}) * 100$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

None

Benchmark:

- 95% for UNE Loops
- 90% for All Other

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13.1 Total Order Process Percent Flow Through

Definition:

Percent of EDI orders from entry to distribution that progress through AT&T Midwest ordering systems without manual intervention.

Exclusions:

- Rejected orders.
- Where CLEC accesses AT&T Midwest – LEC’s systems using a non-AT&T required Service Bureau Provider, the measurement of AT&T Midwest – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.

Business Rules:

The number of orders that flow through AT&T Midwest’s ordering systems and are distributed in the Service Order System without manual intervention, divided by the total number of orders submitted via EDI within the reporting period.

Levels of Disaggregation:

- Resale
- UNE Loops
- LNP
- LSNP

Calculation:

$(\# \text{ of orders that flow through} \div \text{total orders}) * 100$

Report Structure:

Reported by -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

None

Benchmark:

- Diagnostic

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MI 2. Percentage of Orders Given Jeopardy Notices Within 24 Hours of the Due Date

Definition:

Percentage of Orders Given Jeopardy Notices within 24 hours of the Due Date. Measures the percentage of 870s sent less than 24 hours (1 day) prior to the due date.

Exclusions:

- CLEC/End User Initiated Jeopardy Codes.
- Weekends and Holidays
- Orders that fall into, or are completed thru, the RNM process
- Orders received from CLEC and due on same day (excluded from the numerator).
- Jeopardy Notices sent on or after the due date.
- Earlier offered due dates for NFW orders only.

Business Rules:

An 870 is a jeopardy notice that is sent to the CLEC to notify them that an order's due date is in jeopardy of being missed. Consider "24 hours" as 1-day. The measure is calculated using business days only (i.e., Monday-Friday). Unsolicited FOCs will be counted as Jeopardies. The calculation is based on 870 notices sent during system processing hours. The response time is measured only within the published hours of interface availability as posted on the CLEC Online website.

[This information can be accessed in the following manner:

1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose Handbook for Illinois, Indiana, Michigan, Ohio, Wisconsin, 4) Select OSS, 5) Select Operations Support Systems, 6) Select Operating Hours, 7) Select OSS Hours of Operation. (The spreadsheet portion shows the interface hours while the footnote will show the processing hours for each region.)]

Any jeopardy notification that cannot be definitively determined as not being sent prior to 24 hours before the due date, on or between, or after the due date, is included in the numerator.

Levels of Disaggregation:

- Resale POTS
 - Field Work (FW)
 - Non-Field Work (NFW)
- Resale Specials
 - Field Work (FW)
 - Non-Field Work (NFW)
- Unbundled Loops
 - Field Work (FW)
 - Non-Field Work (NFW)

Calculation:

$$\left[\frac{\text{(# of orders receiving an 870 within 24 hours prior to the due date)}}{\text{(Total orders receiving an 870 in the report month)}} \right] * 100$$

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Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate.

Measurement Type:

Remedied

Benchmark:

- Less than or equal to 5% within the specified standard.

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CLEC WI 1 Average Delay in Original FOC Due Dates Due From RNM Notification 5A

Definition:

Measures average due date delay for UNE orders that receive RNM Notification 5A.

Exclusions:

- Weekends and Holidays
- The portion of the delay caused by the CLEC (i.e. waiting for the CLEC response.)

Business Rules:

Average Delay is measured from original FOC due date to the revised due date provided to the CLEC as a result of the RNM Notification 5A.

Levels of Disaggregation:

- None

Calculation:

$$\frac{\sum (\text{Revised Due Date} - \text{Original FOC Due Date})}{(\text{Total number of UNE orders receiving RNM Notification 5A})}$$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

None

Benchmark:

- Diagnostic

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CLEC WI 9 RNM Process: Percent Quotes Returned Within 5 Business Days

Definition:

Measures the percentage of quotes returned to the CLEC within five business days of receipt of the RNM Quote Form by the LSC.

Exclusions:

- Weekends and Holidays

Business Rules:

Measured from the time the complete and accurate RNM Quote Form is received by the LSC to the time the LSC provides the RNM Quote back to the CLEC.

Levels of Disaggregation:

- None

Calculation:

$(\# \text{ of_RNM Quotes Provided to the CLEC within 5 Business Days} \div \text{Total \# RNM Quotes Sent/Made Available}) * 100$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- 95% within 5 business days

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Billing

126. Bill Accuracy

Definition:

The percent of the total amount due for the current bill period that does not result from adjustment for billing errors that occurred in a prior bill period.

Exclusions:

- None

Business Rules:

The scope of this PM includes all Local and Collocation CLEC bills generated from the CABS billing system. The denominator consists of the total amount due for the current bill period (excludes past due amounts) from each CLEC bill. The denominator includes the impact of all adjustments, credit or debit, that are on the bill. The numerator consists of the denominator less the absolute value of those adjustments applied to correct for billing errors that occurred in previous bill periods. Adjustments applied that reflect correct billing, rather than corrections to prior billing error, will be reported as correct billing and will be included in the numerator.

This PM will be reported 3 months in arrears to allow for the completion of reviews and categorizations of data prior to releasing results. These reviews and categorizations will require human involvement. As an example, January results would be reported in May, three months later (“in arrears”) than January results for other performance measures, which are reported in February.

Where a correction for a billing error requires issuance of offsetting debit and credit adjustments on the bill, the net impact of these offsetting adjustments will be applied. The absolute value of the net impact will be deducted from the numerator.

Levels of Disaggregation:

- None

Calculation:

$(\text{Total amount due for current bill period} - \sum(\text{absolute value(dollar value of individual adjustments due to billing errors)}) \div \text{total amount due}) * 100$

Report Structure:

Reported for -

- CLEC
- All CLECs

Measurement Type:

None

Benchmark:

- 95% applicable to State results only.
- Tier 1 results will remain diagnostic (no standard will be defined).

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CLEC BLG-3 **Percent of Billing Claim Resolution Notifications Sent/Made Available within 30 Business Days**

Definition:

Measures the percent of time that AT&T Midwest sends/makes available claims resolution notifications to the CLEC within 30 business days of receipt by AT&T Midwest.

Exclusions:

- Claims on invoices greater than 4 months old
- Rejected Claims
- Duplicate Claims
- Claims received on non-standard forms
- Holidays and weekends
- JEP Time
- Access and LSB Billing claims

Exclusion definitions are detailed on CLEC Online and can be found in the Billing Adjustments and Claims section of the CLEC Online Handbook at <https://clec.att.com/clec/hb/>.

Business Rules:

The purpose of this measure is to track the percentage of billing claims resolution notifications sent/made available within 30 business days. Day of receipt (not date of acknowledgement) shall be considered Day zero (0) for computing resolution performance. The end time is the date the resolution is sent to the CLEC via email or the day the acknowledgment is posted to the website for claims sent through the Electronic Exchange of Claims (ExClaim) on-line application. These acknowledgements are made available through the ExClaim batch process and can be viewed by the CLEC the next business day.

Any valid Local claims sent to the e-mail address of AICS-TC.Billing@att.com or through ExClaim will be included. Any claims that are incorrectly sent to this e-mail address will be rejected.

Any valid Collocation claims sent to the e-mail address of AITCBLCL@att.com or through ExClaim will be included. Any claims that are incorrectly sent to this e-mail address will be rejected.

Levels of Disaggregation:

- Local Billing Claims (excluding negotiated projects)
- Collocation Billing Claims (excluding negotiated projects)
- Negotiated projects:
 - % sent within 0-30 days
 - % sent within 31-60 days
 - % sent within 61-90 days
 - % sent within 91-120 days
 - % sent in more than 120+ days

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Calculation:

(# of billing claim items resolution notices sent/made available within 30 business days ÷ total # of billing claim item resolution notices sent/made available) * 100

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- Local Billing Claims (excluding negotiated projects) 95% within specified standard. Remedy at per occurrence with a Remedy CAP.
- Collocation Billing Claim (excluding negotiated projects) - Diagnostic
- Negotiated Projects - Diagnostic only. This disaggregation is for project performance display only and will not have a benchmark or remedy.

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Miscellaneous Administrative

22. Call Center Grade Of Service (GOS)

Definition:

Percent of calls answered within 'X' seconds.

Exclusions:

Local Service Center (LSC) and Mechanized Customer Production Support Center (MCPSC)

- Weekends and Holidays

MCPSC

- Outside normal business hours as defined on CLEC OnLine

Local Operations Center (LOC)

- None

Business Rules:

The clock starts when the customer enters the queue and the clock stops when an AT&T Midwest representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the AT&T Midwest call management system queue until the CLEC customer call is transferred to AT&T Midwest personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period.

Service Center	"X" Seconds
LSC	20 seconds
LOC	20 seconds
MCPSC	120 seconds

Levels of Disaggregation:

LSC:

- Resale
- UNE
- DSL

LOC:

- Maintenance
- Provisioning

MCPSC:

- None

Calculation:

$$\frac{(\# \text{ of calls answered by the call center within a specified period of time} \div \text{Total calls answered}) * 100}{100}$$

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Report Structure:

LSC:

- All calls to the LSC for all CLECs (aggregated)
- AT&T Midwest (Reported at the Company level.)

LOC:

- All calls to the LOC for all CLECs (aggregated)
- AT&T Midwest (Reported at the Company level)

MCPSC:

- AT&T Midwest only, on a regional basis (Reported at the Company level)

Measurement Type:

None

Benchmark:

LSC:

- Parity with AT&T Midwest Retail

LOC:

- Maintenance = Parity with AT&T Midwest Retail
- Provisioning = 90%

MCPSC:

- 95%

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Provisioning

29. Percent AT&T Midwest Caused Missed Due Dates

Definition:

Percent of orders/circuits where installation was not completed by the due date as a result of an AT&T Midwest caused missed due date.

Exclusions:

- Orders that are not N, T, or C.
- CLEC caused and/or end-user caused misses excluded from the numerator.
- Facility misses as counted in CP-30.
- Official Company Services from Retail.
- For LNP Only and Loop with LNP – NPAC caused delays unless caused by AT&T.
- For LNP Only - CLEC requested due dates less than 3 business days.
- Premature disconnects for LNP Only and Loop with LNP Coordinated Conversion orders.

Business Rules:

For all disaggregations except LNP, the numerator includes orders completed after the Due Date, due to an AT&T Midwest cause. The denominator includes all orders completed in the reporting month.

When AT&T Midwest reschedules the original due date based on an AT&T Midwest “miss cause” (e.g., unsolicited FOC), the order will be measured against the original due date. An unsolicited FOC occurs anytime AT&T unilaterally modifies the original due date.

The number of orders canceled after an AT&T-caused missed due date is included in both the numerator and denominator for this calculation for POTS, Resold Specials, and UNEs/EELS. See LNP below for additional inclusions for the LNP disaggregations.

Resale POTS

This measurement is reported at the order level.

Resold Specials

This measurement is reported at a circuit level for Specials.

UNEs/EELS

This measurement is reported at a circuit level for all UNEs.

LNP

Premature Disconnects (when translations are released prior to the order due date) will count as a miss for the LNP Only and Loop with LNP (premature disconnects) disaggregations.

- For LNP-Only, the denominator includes all completed LNP Only orders, and the numerator includes the LNP Only orders that are either disconnected early or miss the order due date due to an AT&T-Midwest cause. An order will be counted as a miss only once, as it is only counted once in the denominator

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- The Loop with LNP (premature disconnects) disaggregation applies only to Loop with LNP orders. The denominator includes all completed Loop with LNP orders, and the numerator includes the Loop with LNP orders that are disconnected early. An order will be counted as a miss only once, as it is only counted once in the denominator.
- The Loop with LNP disaggregation counts all Loop with LNP circuits installed, and identifies those that missed the due date. The denominator includes all completed Loop with LNP circuits, and the numerator includes the Loop with LNP circuits that missed the order due date due to an AT&T-Midwest cause.

Interconnection Trunks

This measurement is reported at a circuit level for all Interconnection Trunks.

Levels of Disaggregation:

1. Resale POTS - Business
 - No Field Work
 - Field Work
2. Resale POTS - Residence
 - No Field Work
 - Field Work
3. Resold Specials (Includes DDS, DS1, DS3, VGPL, ISDN BRI, and ISDN PRI)

UNEs:

4. 8.0dB Loops (stand alone)
5. BRI loops
6. ISDN BRI ports
7. Analog Switch ports
8. DSL Loops
9. DS1 Loops
10. DS3 Loops
11. EELS
 - Analog
 - Digital
12. Interconnection Trunks (All)
13. LNP only
14. Loop with LNP
15. Loop with LNP (premature disconnects)

Calculation:

$$\frac{([\# \text{ of orders/circuits not completed by the due date}] \text{ or } [\text{premature disconnects for LNP Only and Loop with LNP premature disconnects}] + \text{orders/circuits canceled after the due date as a result of an AT\&T Midwest cause})}{(\text{total orders/circuits completed in the month} + \text{orders/circuits canceled after the due date as a result of an AT\&T Midwest cause})} * 100$$

Note: If a premature disconnect has been counted as a miss for an order/circuit, a subsequent miss for due date or an order cancellation will not be included in the calculation.

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Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- Resale POTS Field Work Parity compared to AT&T Midwest Retail Field Work (N, T, C order types), Business and Residence respectively.
- Resale POTS No Field Work not to exceed 3%.
- Resold Specials Parity with AT&T Midwest Retail Specials
- Not to exceed 5% for Interconnection Trunks
- Not to exceed 2% for LNP Only misses and Loop with LNP (premature disconnects).
- Not to exceed 5% for Loop with LNP orders.

UNEs:

Parity:

- 8.0 dB Loops (stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
- DS1 Loops
- DS3 Loops
- EELs
 - Analog
 - Digital

Retail Comparison:

- POTS FW(Res and Bus combined)
- ISDN BRI
- ISDN BRI
- VGPL
- Not to exceed 5%
- Retail DS1
- Retail DS3
- Retail VGPL
- Retail DS1

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30. Percent AT&T Midwest Missed Due Dates Due To Lack Of Facilities

Definition:

Percent AT&T Midwest missed committed due dates due to lack of facilities.

Exclusions:

- Orders that are not N, T, or C.
- No Field Work (NFW) Orders
- Interconnection Trunks
- Official Company Services from Retail

Business Rules:

Includes orders with a completion date that is greater than the due date based on an AT&T Midwest missed reason code for lack of facilities. This measurement is reported at an order level for Resale POTS, and at a circuit level for Resold Specials and UNEs. Any unsolicited FOCs which modify the due date count as a missed due date.

Levels of Disaggregation:

1. Resale POTS - Business
2. Resale POTS – Residence
3. Resold Specials (Includes DDS, DS1, DS3, VGPL, ISDN BRI, and ISDN PRI)

UNEs:

4. 8.0dB Loops (stand alone)
5. BRI Loops
6. ISDN BRI ports
7. Analog Switch Ports
8. DSL Loops
9. DS1 Loops
10. DS3 Loops
11. EELS
 - Analog
 - Digital

Calculation:

(# of orders/circuits with missed due dates due to lack of facilities ÷ total orders/circuits installed)
* 100

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

Remedied

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Benchmark:

- Resale POTS Parity compared to AT&T Midwest Retail (N, T, and C order types), Business and Residence respectively.
- Resold Specials Parity with AT&T Midwest Retail Specials

UNEs:

Parity:

- 8.0 dB Loops (stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
- DS1 Loops
- DS3 Loops
- EELs
 - Analog
 - Digital

Retail Comparison:

POTS FW(Res and Bus combined)
ISDN BRI
ISDN BRI
VGPL
Not to exceed 5%
Retail DS1
Retail DS3

Retail VGPL
Retail DS1

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35. Percent Trouble Reports Within 30 Days (I-30) of Installation

Definition:

Percent of electronic or manual trouble reports received on or within 30 calendar days of service order completion.

Exclusions:

- Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.
- Official Company Services from Retail.
- All disposition codes “11”, “12”, “13” and “14” trouble reports (excludable reports).
- Reports caused by customer provided equipment (CPE) or wiring.
- Trouble tickets coded to Interexchange Carrier/Competitive Access Provider, and Information reports.
- Trouble report received on the due date before service order completion.
- Orders that are not N, T, or C.
- Interconnection Trunks
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble.
- CLEC-caused errors.
- NPAC-caused errors unless caused by AT&T.
- Stand Alone LNP Orders with more than 500 number activations.

Business Rules:

Resale POTS

Includes reports received the day that AT&T Midwest personnel complete the service order through 30 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. The numerator is the number of trouble reports received on or within 30 calendar days after service order completion and closed within the reporting month.

Resold Specials

A trouble report is counted if it is flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It may not be a repeat report and must be a measured report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID. The denominator for this measure is the total count of circuits installed within the reporting month. The numerator is the number of trouble reports received on or within 30 days of service order completion and closed within the reporting month.

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UNES/EELS

A trouble report is counted if it is received on or within 30 calendar days of a service order completion. The service order which generated the report must be an “add” to be counted. It may not be a repeat report. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level. The denominator for this measure is the total count of circuits posted within the reporting month.. The numerator is the number of trouble reports received on or within 30 calendar days of service order completion for all UNEs.

LNP

Includes LNP trouble reports received the day AT&T personnel complete the service order through 30 calendar days after completion. The denominator for this measure is the total count of LNP lines on orders posted within the reporting month. The numerator is the number of LNP trouble reports received on or within 30 calendar days after service order completion and closed within the reporting month. Both Loop with LNP and LNP Only are captured in the LNP disaggregation.

Levels of Disaggregation:

1. Resale POTS - Business
 - Field Work (FW)
 - No Field Work (NFW)
2. Resale POTS - Residence
 - Field Work (FW)
 - No Field Work (NFW)
3. Resold Specials (Includes DDS, DS1, DS3, VGPL, ISDN BRI, and ISDN PRI)

UNEs:

4. 8.0dB Loops (stand alone)
5. BRI loops
6. ISDN BRI ports
7. Analog Switch Ports
8. DSL Loops
9. DS1 Loops
10. DS3 Loops
11. EELS
 - Analog
 - Digital
12. LNP (Loop with LNP and LNP Only)

Calculation:

(Count of initial electronic and manual trouble reports issued on or within 30 calendar days after service order completion ÷ total orders/circuits/LNP lines) * 100

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

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Measurement Type:

Remedied

Benchmark:

- Resale POTS Field Work Parity compared to AT&T Midwest Retail Field Work (N, T, C order types), Business and Residence respectively.
- Resale POTS No Field Work Parity compared to AT&T Midwest Retail No Field Work (N, T, C order types), Business and Residence respectively.
- Resold Specials: Parity with AT&T Midwest Retail Specials.
- LNP: Parity with AT&T Midwest Retail POTS – No Field Work.

UNEs:

Parity:

- 8.0 dB Loops(stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
- DS1 Loops
- DS3 Loops
- EELs
 - Analog
 - Digital

Retail Comparison:

- POTS (Res and Bus combined)
- ISDN BRI
- ISDN BRI
- VGPL
- Not to exceed 6%
- Retail DS1
- Retail DS3

- Retail VGPL
- Retail DS1

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Maintenance

37.1 Trouble Report Rate Net of Installation and Repeat Reports

Definition:

The number of electronic or manual CLEC customer trouble reports due to an AT&T Midwest cause, exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.

Exclusions:

- Trouble reports caused by customer provided equipment (CPE) or wiring.
- All disposition “11”, “12”, “13” and “14” trouble reports.
- Trouble reports included in CP-35 (Installation).
- Trouble reports included in CP-41 (Repeat Reports).
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble.
- Trouble tickets coded to Interexchange Carrier/Competitive Access Provider, and Information reports.
- Official Company Services from Retail.

Business Rules:

All CLEC and AT&T Midwest repair reports are entered into and tracked in the Trouble Management System. Reports are counted in the month they post as closed in the Trouble Management System.

Levels of Disaggregation:

1. Resale POTS - Business
2. Resale POTS - Residence
3. Resold Specials (Includes DDS, DS1, DS3, VGPL, ISDN BRI, and ISDN PRI)

UNEs:

4. 8.0dB Loops (stand alone)
5. BRI loops
6. ISDN BRI ports
7. Analog switch ports
8. DSL Loops
 - With Line Sharing
 - Without Line Sharing
9. DS1 Loops
10. DS3 Loops
11. EELS
 - Analog
 - Digital
12. Interconnection Trunks (All)

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Calculation:

$((\text{Total number of customer trouble reports} - (\text{installation} + \text{repeat reports})) \div (\text{Total lines or circuits in service} \div 100))$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- Resale POTS – Parity with AT&T Midwest Retail, Business and Residence respectively.
- Resold Specials Parity with AT&T Midwest Retail Specials.

UNEs:

Parity:

- 8.0 dB Loops (stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
 - With Line Sharing
 - Without Line Sharing
- DS1 Loops
- DS3 Loops
- EELs
 - Analog
 - Digital
- Interconnection Trunks

Retail Comparison:

POTS (Res and Bus combined)
ISDN BRI
ISDN BRI
VGPL

AT&T Midwest Affiliate
Not to exceed 3.0
Retail DS1
Retail DS3

Retail VGPL
Retail DS1
Inter-office Trunks

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38. Percent Missed Repair Commitments

Definition:

Percent of CLEC trouble reports not cleared by the commitment time due to AT&T Midwest reasons.

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Reports caused by customer provided equipment (CPE) or wiring.
- Trouble tickets coded to Interexchange Carrier/Competitive Access Provider, and Information reports.
- All disposition codes “11”, “12”, “13” and “14” trouble reports (excludable reports).
- Official Company Services from Retail.
- No Access Time
- CLEC Extended Commitment Time

Business Rules:

Resale POTS

The negotiated commitment date/time is established when the repair report is received by AT&T Midwest. The cleared time is the date/time that AT&T Midwest personnel clear the repair activity in the work and force systems. If the trouble is cleared after the commitment time, the report is flagged as a “Missed Commitment.”

UNE Loops

The commitment time for 8.0dB loops is 24 hours. This measure counts Trouble Reports where the cleared date and time minus the receive date and time is greater than (>) 24 hours. UNEs are selected based on a specific service code off of the circuit ID. Trouble reports are counted in the month in which they are closed.

Levels of Disaggregation:

Geographic

1. Resale POTS
 - Business class of service
 - Dispatch
 - No Dispatch
 - Residence class of service
 - Dispatch
 - No Dispatch
2. 8.0dB Loops (stand alone)
3. DSL Loops with Line Sharing
4. DSL Loops without Line Sharing

Calculation:

(# of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100

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Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- Resale POTS – Parity with AT&T Midwest Retail, Business and Residence, respectively.
- 8.0 dB Loop – Parity with AT&T Midwest POTS Residence and Business combined
- DSL Loops with Line Sharing – Parity with AT&T Midwest Affiliate
- Not to exceed 5% for DSL Loops without Line Sharing

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39. Mean Time to Restore Interval

Definition:

Resale POTS/Resold Specials:

Average duration of CLEC trouble reports from the receipt of the trouble report by AT&T Midwest to the time the trouble report is cleared by AT&T Midwest.

UNEs/EELs:

Average duration of network customer trouble reports from the receipt of the trouble report by AT&T Midwest to the time the trouble report is cleared by AT&T Midwest.

Interconnection Trunks:

Average duration to repair customer interconnection trunks trouble reports from the receipt of the trouble report by AT&T Midwest to the time the trouble report is cleared by AT&T Midwest, based on calendar days.

NXX:

Average duration of customer NXX trouble reports from the receipt of the trouble report by AT&T Midwest to the time the trouble report is cleared by AT&T Midwest.

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Reports caused by customer provided equipment (CPE) or wiring.
- All disposition codes "11", "12", "13" and "14" trouble reports (excludable reports).
- CLEC Extended Commitment Time
- Trouble tickets coded to Interexchange Carrier/Competitive Access Provider, and Information reports
- Official Company Services from Retail.
- No Access Time.
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridge tap (as identified on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridge taps are determined to be the cause of trouble.

Business Rules:

The clock starts on the date/time AT&T Midwest receives a trouble report. The clock stops on the date/time that AT&T Midwest clears the repair activity (trouble report) in WFA, and for Interconnection Trunks and NXX reports, notifies the CLEC of service restoral.

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Levels of Disaggregation:

(All disaggregations, except NXX, Resold Specials and Interconnection Trunks, will be reported for Dispatch and No Dispatch)

1. Resale POTS - Business
 - Service Affecting
 - Out of Service
2. Resale POTS - Residence
 - Service Affecting
 - Out of Service
3. Resold Specials (Includes DDS, DS1, DS3, VGPL, ISDN BRI, and ISDN PRI)

UNEs:

4. 8.0dB Loops (stand alone)
5. BRI loops
6. ISDN BRI ports
7. Analog switch ports
8. DSL Loops
 - With Line Sharing
 - Without Line Sharing
9. DS1 Loops
10. DS3 Loops
11. EELS
 - Analog
 - Digital
12. Interconnection Trunks (All)
13. NXX

Calculation:

$$\frac{\sum [(Date/time AT\&T Midwest clears trouble report) - (Date/time trouble report is received)]}{\text{Total trouble reports}}$$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- Resale POTS Dispatch Parity compared to AT&T Midwest Retail Dispatch, Business and Residence respectively.
- Resale POTS No Dispatch Parity compared to AT&T Midwest Retail No Dispatch Business and Residence respectively.
- Resold Specials Parity with AT&T Midwest Retail Specials.
- Interconnection Trunks and NXX Parity with AT&T Midwest Retail.

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UNEs:

Parity:

- 8.0 dB Loops(stand alone) dispatch
- 8.0 dB Loops(stand alone) nondispatch
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
 - With Line Sharing
 - Without Line Sharing
- DS1 Loops
- DS3 Loops
- EELs
 - Analog
 - Digital

Retail Comparison:

POTS FW(Res and Bus combined)
POTS NFW(Res and Bus combined)
ISDN BRI
ISDN BRI
VGPL

AT&T Midwest Affiliate
Not to exceed 9 hours
Retail DS1
Retail DS3

Retail VGPL
Retail DS1

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40. Percent Out Of Service (OOS) < 24 Hours

Definition:

Percent of OOS trouble reports cleared in less than 24 hours.

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- All disposition codes “11”, “12”, “13” and “14” trouble reports (excludable reports).
- Affecting Service reports.
- No Access Time.
- CLEC Extended Commitment Time.
- Official Company Services from Retail.
- Resold Specials and Interconnection Trunks
- Non-measured reports (CPE, Interexchange and Information reports).

Business Rules:

Utilize state specific Business Rule or Standard clock hours as appropriate.

Levels of Disaggregation:

Geographic

Resale POTS

- Business class of service
- Residence class of service

UNE 8.0dB Loop

Calculation:

$(\# \text{ of OOS trouble reports } < 24 \text{ hours} \div \text{total } \# \text{ of OOS trouble reports}) * 100$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- POTS – Parity with AT&T Midwest Retail, Business and Residence respectively.
- 8.0dB Loops – Parity with AT&T Midwest POTS, Business and Residence combined.

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41. Percent Repeat Reports

Definition:

Percent of customer trouble reports received within 30 calendar days of a previous customer report.

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- All disposition codes “11”, “12”, “13” and “14” trouble reports (excludable reports).
- Reports caused by customer provided equipment (CPE) or wiring.
- Trouble tickets coded to Interexchange Carrier/Competitive Access Provider, and Information reports
- Official Company Services from Retail.
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.
- Interconnection Trunks

Business Rules:

Measures customer trouble reports received within 30 calendar days of an original customer report. If a second report is received in 30 calendar days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 calendar days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this example, two repeat reports would be counted unless an exclusion applies.

Levels of Disaggregation:

Geographic

1. Resale POTS - Business class of service
2. Resale POTS - Residence class of service
3. Resold Specials (Includes DDS, DS1, DS3, VGPL, ISDN BRI, and ISDN PRI)

UNE:

4. 8dB Loops (stand alone)
5. BRI Loops
6. ISDN BRI ports
7. Analog Switch ports
8. DSL Loops
 - With Line Sharing
 - Without Line Sharing
9. DS1 Loops
10. DS3 Loops
11. EELs
 - Analog
 - Digital

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Calculation:

(# of customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total customer trouble reports) * 100

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- Resale POTS – Parity with AT&T Midwest Retail, Business and Residence respectively.
- Resold Specials Parity with AT&T Midwest Retail Specials.

UNEs:

Parity:

- 8.0 dB Loops(stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
 - With Line Sharing
 - Without Line Sharing
- DS1 Loops
- DS3 Loops
- EELs
 - Analog
 - Digital

Retail Comparison:

POTS (Res and Bus combined)
ISDN BRI
ISDN BRI
VGPL
Not to exceed 12%
AT&T Midwest Affiliate
Not to exceed 12%
Retail DS1
Retail DS3

Retail VGPL
Retail DS1

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Unbundled Network Elements (UNEs) - Provisioning

62. Average Delay Days For AT&T Midwest Caused Missed Due Dates

Definition:

Average calendar days from due date to completion date on company missed items.

Exclusions:

- Resold Specials and Interconnection Trunks.
- Orders that are not N, T, or C.
- Orders included in CLEC WI 1 – Average Delay in Original FOC Due Dates Due from RNM Notification 5A.

Business Rules:

The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.

Levels of Disaggregation:

Geographic

- 8.0 dB Loops (stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
- DS1 Loops
- DS3 Loops
- EELs
 - Analog
 - Digital

Calculation:

$\sum(\text{Completion date} - \text{UNE due date}) \div (\text{total closed items with AT\&T Midwest caused missed due dates})$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

None

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Benchmark:

Parity:

- 8.0 dB Loops (stand alone)
- BRI Loops
- ISDN BRI Port
- Analog Switch Ports
- DSL Loops
- DS1 Loops
- DS3 Loops
- EELs
 - Analog
 - Digital

Retail Comparison:

- POTS FW(Res and Bus combined)
- ISDN BRI
- ISDN BRI
- VGPL
- Not to exceed 6.5 days
- Retail DS1
- Retail DS3

- Retail VGPL
- Retail DS1

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63. Percent AT&T Midwest Caused Missed Due Dates > 30 days

Definition:

Percentage of items where installation was completed greater than 30 days following the due date.

Exclusions:

- Resold Specials
- CLEC caused misses

Business Rules:

This includes items completed after the Due Date, due to a AT&T Midwest reason. This measurement is reported at a circuit level for all UNEs. Count any unsolicited FOC which modifies the due date as a missed due date.

Levels of Disaggregation:

Geographic

- 8.0 dB Loops (stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Port
- DSL Loops
- DS1 Loops
- DS3 Loops
- EELs
 - Analog
 - Digital
- Interconnection Trunks

Calculation:

$(\# \text{ of UNEs completed greater than 30 calendar days following the due date} \div \text{total items}) * 100$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

Remedied

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Benchmark:

Parity:

- 8.0 dB Loops (stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
- DS1 Loops
- DS3 Loops
- EELs
 - Analog
 - Digital
- Interconnection Trunks

Retail Comparison:

- POTS FW(Res and Bus combined)
- ISDN BRI
- ISDN BRI
- VGPL
- Not to exceed 6%
- Retail DS1
- Retail DS3

- Retail VGPL
- Retail DS1
- 2%

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WI 1 Percent No Access – UNE Loops Provisioning

Definition:

Percent of Field Work (FW) orders with a status of “No Access.”

Exclusions:

- CLEC caused misses. (Customer requests later date, other customer reasons, - customer not ready).
- All orders that are not N, T, or C.
- No Field Work.

Business Rules:

AT&T Midwest personnel set the “No Access” indicator when access cannot be obtained to the customer’s premises. Order must be Completed.

Levels of Disaggregation:

- Geographic

Calculation:

$(\# \text{ of orders that are No Access} \div \text{Total Field Work orders}) * 100$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

None

Benchmark:

- UNE Field Work Parity compared to AT&T Midwest Field Work (N, T, and C order types - Res and Bus Combined).

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WI 9 Percent Routine Network Modification (RNM) Orders

Definition:

Percentage of UNE LSRs entering the Routine Network Modification (RNM) process.

Exclusions:

- None

Business Rules:

The number of UNE LSRs entering the RNM process (receiving an RNM Notification 5A or 5D) as a percentage of the total UNE LSRs submitted by the CLEC.

Levels of Disaggregation:

- LSRs Receiving Notification 5A (Non-Chargeable)
- LSRs Receiving Notification 5D (Chargeable)

Calculation:

$(\# \text{ of LSRs receiving the RNM notification} \div \text{Total UNEs LSRs Completed}) * 100$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

None

Benchmark:

- Diagnostic

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IN 1 Percent Loop Acceptance Testing (LAT) Completed on or Prior to the Completion Date

Definition:

Percent Loop Acceptance Test (LAT) completed on or prior to the completion date of the order.

Exclusions:

- Orders where LAT not requested
- LAT requests when the CLEC is not authorized to seek LATs
- Orders where CLEC causes delay in the LAT

Business Rules:

Loop Acceptance Test is where a AT&T Midwest Technician (Frame/Field as appropriate) is requested via an LSR to complete a Loop Acceptance Test. Loop Acceptance Test is completed on or before order completion date. The AT&T Midwest Technician will contact the CLEC via the LOC. The Tech will complete a series of tests with the CLEC to validate continuity of the loop for acceptance by the CLEC.

This measure will include canceled orders where

- the LAT was completed and the CLEC chose not to accept the loop
- the cancel was due to an AT&T Midwest cause after the due date but prior to the LAT

Levels of Disaggregation:

- DSL Loops without Line Sharing

Calculation:

(Orders where LAT was requested and performed on or before the Completion Date ÷ Total # of Orders where LAT was requested)*100

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- 90% LAT on or before the Completion Date

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Unbundled Network Elements (UNEs) - Maintenance

69.1 Percent of Trouble Reports Closed to AT&T Midwest Cause w/in 48 Hrs of a Previous Trouble Report Closed to non-AT&T Midwest Cause

Definition:

Percentage of network customer trouble reports closed by AT&T Midwest to an AT&T Midwest cause where CLEC previously submitted a trouble report on the same circuit that was closed to a non-AT&T Midwest cause within 48 hours prior to the closure of the trouble ticket being measured.

Exclusions:

- Subsequent trouble reports (A subsequent report is a repair report that is received while an existing repair report is open on the same number.)
- Official Company Services from Retail

Business Rules:

Calculates the number of trouble reports closed to an AT&T Midwest cause where there was a previous trouble ticket on the same circuit closed to a non-AT&T Midwest cause within 48 hours.

Levels of Disaggregation:

- 8.0 db Loops
- DSL Loops – No Line Sharing
- DS1 Loops

Calculation:

(# of trouble reports closed to an AT&T Midwest cause within 48 hours of closure of a trouble report on the same circuit to a non-AT&T Midwest cause ÷ total trouble reports closed to an AT&T Midwest cause) * 100

Report Structure:

Reported for -

- CLEC

Measurement Type:

None

Benchmark:

- Diagnostic

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WI 2 Percent No Access (Percent of Trouble Reports with No Access) – UNE Loops

Definition:

Percentage of dispatched customer trouble reports with a status of “No Access.”

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Reports caused by customer provided equipment (CPE) or wiring.
- Reports that are not dispatched.
- All disposition “11”, “12”, “13” and “14” trouble reports (excludable reports)
- Official Company Services from Retail

Business Rules:

AT&T Midwest personnel set the “No Access” indicator when access cannot be obtained at the customer’s premises. Reports are counted the month they are closed.

Levels of Disaggregation:

- Geographic

Calculation:

$$\frac{(\# \text{ of trouble reports with a status of "No Access"} \div \text{Total dispatched customer trouble reports}) * 100}{100}$$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate.

Measurement Type:

None

Benchmark:

- UNE Field Work Parity compared to AT&T Midwest Field Work (N, T, and C order types - Res and Bus Combined).

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Interconnection Trunks

70. Percentage of Trunk Blockage (Call Blockage)

Definition:

Percentage of calls blocked on outgoing traffic from AT&T Midwest end office to CLEC end office and from AT&T Midwest tandem to CLEC end office.

Exclusions:

- Weekends and Holidays
- If CLECs have trunks busied-out for maintenance at their end, or if they have other network problems which are under their control.
- AT&T Midwest is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks.
- If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 days when a Call Blocking situation is identified by AT&T Midwest or in the timeframe specified in the ICA.
- If CLEC does not take action upon receipt of TGSR/ASR within 10 business days when a pre-service of 75% or greater occupancy situation is identified by AT&T Midwest or in the time frame specified in the ICA.
- If CLEC fails to provide a forecast within the most recent 6 months.
- If CLEC's actual trunk usage, as shown by AT&T Midwest from traffic usage studies, is more than 25% above CLEC's most recent forecast, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.
- New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the Trunk Group.
- Any calls blocked due to a CLEC cause other than those listed in the exclusions above.

The exclusions do not apply if AT&T Midwest fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if AT&T Midwest refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.

Business Rules:

Blocked calls and total calls are gathered during 20 business days.

Levels of Disaggregation:

- AT&T Midwest end office to CLEC end office.
- AT&T Midwest tandem to CLEC end office.

Calculation:

$(\# \text{ of blocked calls} \div \text{total calls offered}) * 100$

Report Structure:

Reported for -

- CLEC
- All CLECs

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Measurement Type:

Remedied

Subject to a Remedy Cap

Benchmark:

- Dedicated Trunk Groups not to exceed blocking standard of 1% in each state.

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Local Number Portability (LNP)

97. Percentage of Time AT&T Midwest Applies the 10-digit Trigger Prior to the LNP Order Due Date

Definition:

Percentage of time AT&T Midwest applies 10-digit trigger, where technically feasible, for LNP or LNP with loop TNs on the day prior to the due date.

Exclusions:

- Where not technically feasible.
- CLEC caused misses. (Some Examples are: When the CLEC delays the due date/conversion prior to due date minus 1; When the CLEC fails to correct the SO jeopardy related to ESOIs prior to due date minus 1; When the CLEC changes the due date or expedites a due date and the interval is less than 1 day.
- Orders where the CLEC has given AT&T Midwest less than 1 day to provision the LNP/LNP w/loop service order.

Business Rules:

Obtain number of LNP or LNP with loop TNs where the 10-digit trigger was applied on the day prior to due date, and the total number of LNP or LNP with Loop TNs where the 10-digit trigger was applied, where technically feasible.

Levels of Disaggregation:

- LNP only
- LNP with Loop

Calculation:

(# of LNP TNs for which 10-digit trigger was applied 24 hours prior to due date ÷ total LNP TNs for which 10-digit triggers were applied) * 100

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- 96.5%

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101. Percent Out of Service < 60 minutes

Definition:

The Number of LNP related conversions where the time required to facilitate the activation of the port in AT&T Midwest's network is less than 60, expressed as a percentage of total number of activations that took place.

Exclusions:

- CLEC caused errors.
- NPAC caused errors unless caused by AT&T Midwest.
- Large ports greater than 500 ports.

Business Rules:

The Start time is the Time that an "activate NPAC" broadcast is received in AT&T Midwest's LSMS. The End time is the Time the provisioning event is complete in AT&T Midwest's LSMS. Count the number of conversions that took place in less than 60 minutes.

Levels of Disaggregation:

- None

Calculation:

$$[(\# \text{ of activated TNs provisioned in less than 60 minutes}) \div (\text{total LNP activated TNs})] * 100$$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- 96.5%

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911

102. Average Time To Clear Errors

Definition:

The average time it takes to clear an error after it is detected during the processing of the 911 database file. This is only on resale or UNE loop and port combination orders that AT&T Midwest installs.

Exclusions:

- None

Business Rules:

The clock starts upon the receipt of the error file and the clock stops when the error is corrected. Time chargeable to waiting for CLEC or PSAP required action is deducted in the calculation.

Levels of Disaggregation:

- None

Calculation:

$$[\sum(\text{Date and time error detected} - \text{date and time error cleared}) - \text{time chargeable to CLEC or PSAP action required}] \div \text{Total errors}$$

Report Structure:

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- Parity

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104. Percent of 911 Updates Processed Within the Established Timeline (Facility Based Providers)

Definition:

The percent of 911 database updates processed within the established timeline.

Exclusions:

- None

Business Rules:

The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.

Levels of Disaggregation:

- None

Calculation:

$(\# \text{ of files processed within the timeline} \div \text{total files}) * 100$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- 95% within 24 hours.

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Collocation

107. Percentage Missed Collocation Due Dates

Definition:

The percentage of AT&T Midwest caused missed due dates for collocation projects.

Exclusions:

If the CLEC has not submitted their second fifty percent (50%) payment prior to the space being turned over, AT&T Midwest will exclude the job from reporting. For instances where the payment has rightfully been withheld, (the account manager provides the notification to proceed), the job is not excluded.

Business Rules:

This includes orders completed after the due date, due to an AT&T Midwest reason. Due Date Extensions will be extended when mutually agreed to by AT&T Midwest and the CLEC or when a CLEC fails to complete work items for which they are responsible.

Levels of Disaggregation:

- New
- Augments

(Note: All approved types, e.g. Cages, Cageless, etc. are now included in these two disaggregations.)

Calculation:

(Count of the number of AT&T Midwest caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- Less than 5% not met within the due date. Damages and Assessments will be calculated based on the number of calendar days late.

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Directory Assistance Database

110. Percentage of Updates Completed into the DA Database within 72 Hours for Facility-Based CLECs

Definition:

The percentage of DA database updates completed within 72 hours of receipt of the update from the CLEC for directory changes.

Exclusions:

- Weekends and Holidays, except for Martin Luther King Day and Good Friday.
- CLEC caused errors.
- Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc.)

Business Rules:

For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 8:00 a.m. the following day at the time zone of the receiving center.

For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday starting at 8:00 am at the time zone of the receiving center.

Levels of Disaggregation:

- IN, MI, OH, WI = None
- IL = Manual and Electronic

Calculation:

$(\# \text{ of updates completed within 72 hours} \div \text{total updates completed}) * 100$

Report Structure:

Reported for -

- CLEC
- All CLECs for facility-based providers
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- IN, MI, OH, WI = 95% updated within 72 hours
- IL = Manual orders are 95% updated within 72 hours and Electronic orders are parity with AT&T Midwest Retail

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Coordinated Conversions

114. Percentage of Premature Disconnects (Coordinated Cutovers)

Definition:

Percentage of coordinated cutovers where AT&T Midwest prematurely disconnects the customer 10 minutes or more prior to the CLEC call to start the CHC or scheduled time for an FDT conversion.

Exclusions:

- None

Business Rules:

A CHC premature disconnect occurs any time AT&T Midwest disconnects the CLEC customer 10 or more minutes prior to the CLEC calling to initiate the CHC for CHC orders, or 10 minutes or more prior to the scheduled time for FDT orders. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines.

Levels of Disaggregation:

- Coordinated Hot Cuts – LNP with Loop
- Frame Due Time – LNP with Loop

Calculation:

$(\# \text{ of prematurely disconnected CHC/FDT LNP with Loop orders} \div \text{total coordinated CHC/FDT LNP with Loop orders}) * 100$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- 2% or less premature disconnects as defined in the Business Rule section above.

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114.1. CHC/FDT LNP with Loop Provisioning Interval

Definition:

The % of CHC/FDT LNP with Loop Lines completed by AT&T Midwest within the established provisioning intervals.

Exclusions:

- CHC/FDT LNP with Loop with greater than 24 loops (including multiple LSRs totaling 25 or more lines to the same customer premise on the due date).
- CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow AT&T Midwest the opportunity to complete CHC/FDT LNP with Loop within the designated interval.
- IDLC (pair gain systems) identified on or before the due date.
- Any order in the RNM process

Business Rules:

The start time is at the direction of the CLEC and based on a negotiated and scheduled time for coordinated hot cut orders (CHC). For CHC orders, the clock starts when the CLEC calls the AT&T Midwest LOC to initiate the conversion, and ends when AT&T Midwest called the CLEC to notify that the cutover has been completed. For FDT orders, the clock starts at the scheduled due time and ends when the AT&T Midwest technician completes the cross-connect to the CLEC facilities. This measurement only includes Coordinated Hot Cuts and FDT orders with 1-24 loops. A conversion with 25 or more lines (including multiple orders totaling 25 or more lines to the same customer premise on the same due date) is considered a project and is negotiated with the CLEC at the time of conversion.

Levels of Disaggregation:

- CHC/LNP with loop
 - < 10 lines
 - 10-24 lines
- FDT/LNP with loop
 - < 10 lines
 - 10-24 lines

Calculation:

$(\text{Total CHC/FDT LNP with Loop Lines within the designated interval} \div \text{total CHC/FDT LNP with Loop lines}) * 100.$

Report Structure:

Reported by -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- CHC/FDT LNP with Loop for < 10 Lines 90% within one hour.
- CHC/FDT LNP with Loop for 10-24 Lines 90% within two hours.

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115. Percentage of AT&T Midwest Caused Delayed Coordinated Cutovers

Definition:

CHC Percentage of AT&T Midwest caused late coordinated cutovers in excess of “X” (30, 60 and 120) minutes from the time the CLEC calls to initiate a CHC plus the allowed appropriate interval for the cut.

FDT Percentage of AT&T Midwest caused late coordinated cutovers in excess of “X” (30, 60 and 120) minutes after the scheduled cut time.

Exclusions:

- Any order in the RNM process

Business Rules:

A coordinated cutover is delayed if AT&T Midwest’s work is not complete within “X” (30, 60, and 120) minutes after the scheduled plus allowable work time for the cutover.

- For CHC orders any delay is calculated starting from the time the CLEC calls to initiate the CHC plus the appropriate time interval allowed for the cut to be completed in (1 hour for CHC orders with less than 10 lines, 2 hours for CHC orders with 10-24 lines) until the time of completion of the CHC work.
- For FDT Orders the delay is calculated starting from the scheduled time for the FDT cutover.

CHC and FDT orders, by definition, must consist of 1-24 lines; therefore this measure only includes orders with 1-24 lines

Levels of Disaggregation:

- CHC LNP with Loop
- FDT LNP with Loop

Calculation:

$$\left(\frac{\text{\# of AT\&T Midwest caused late coordinated CHC/FDT LNP with Loop orders in excess of "X" (30, 60 and 120) minutes}}{\text{total coordinated CHC/FDT LNP with Loop orders}} \right) * 100$$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

Remedied

Benchmark:

- 8% or less of AT&T Midwest coordinated conversions delayed beyond (>) 30 minutes, 2% delayed beyond (>) 60 minutes, or 1% delayed beyond (>) 120 minutes. Remedies are paid on the worst performance of coordinated conversions measured at >30, >60, >120 Minutes.

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Bona Fide Request Process (BFRs)

120. Percentage of Requests Processed Within 30 Business Days

Definition:

Percentage of Bona Fide Requests processed within 30 business days.

Exclusions:

- Weekends and Holidays

Business Rules:

The clock starts when AT&T Midwest receives the application. The clock stops when AT&T Midwest completes application processing.

Levels of Disaggregation:

- None

Calculation:

$(\# \text{ of number of requests processed within 30 days} \div \text{total requests}) * 100$

Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

Measurement Type:

None

Benchmark:

- 90% within 30 business days = IN, MI, OH, WI.
- IL = Parity with AT&T Midwest Affiliate.

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Change Management

124. Timely Resolution of Significant Software Failures Related with Releases

Definition:

Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.

Exclusions:

- Error where a workaround transparent to the CLEC is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC) that is different from what would be required if the software had not failed.

Business Rules:

Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to AT&T Midwest, or receive back from AT&T Midwest, order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround that does not require the CLEC to do anything different from what would be required if the software had not failed is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.

Levels of Disaggregation:

- None

Calculation:

$(\# \text{ Significant Software Failures resolved within 48 hours} \div \text{Total Significant Software Failures}) * 100$

Report Structure:

- Reported by CLEC on a AT&T Midwest Regional basis (non-state specific). (Company level reporting,)

Measurement Type:

Remedied

Benchmark:

- 95% completed within 48 hours or 2 days.

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124.1 Test Environment Availability

Definition:

Extent that the Joint Test Environment is actually available to CLECs.

Exclusions:

- None

Business Rules:

The total “Scheduled system available hours” is the cumulative number of hours during the reporting period that AT&T Midwest has committed to provide CLECs access to the Joint Test Environment. “Hours functionality is available during the scheduled available hours” is the actual number of hours, during scheduled system available hours, during which the Joint Test Environment is actually available for testing purposes. The actual time available is divided by the scheduled time available and the result multiplied by 100 to produce the “Percent system availability” measure.

Scheduled system available hours are Monday through Friday, 8:00AM to 5:00PM CT (except as noticed to the industry via Accessible Letter). “Hours functionality is available during the scheduled available hours” is calculated from the date/time a CLEC reports its inability to access the Joint Test Environment to the date/time the reporting CLEC is able to access the Joint Test Environment, based on records maintained by AT&T Midwest’s Joint Test Environment Availability Team.

Only situations where the inability of the CLEC to access the Joint Test Environment is confirmed to be due to a problem within the control of AT&T Midwest are to be included in this measure. Situations where a CLEC cannot access the Joint Test Environment due to problems outside the control of AT&T Midwest (e.g. internal CLEC network connectivity or performance issues) will not be included in this PM.

Levels of Disaggregation:

- Pre-Order
- Order

Calculation:

$$\frac{[(\text{Hours functionality is available during the scheduled available hours}) \div \text{Scheduled system available hours}] * 100}{}$$

Report Structure:

- Reported on an aggregate CLEC basis and a AT&T Midwest-region basis (non-state specific). (Company level reporting.)

Measurement Type:

None

Benchmark:

- Diagnostic

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MI 15 Change Management

Definition:

Change management measures timeliness of change notifications for final requirements to implementation as defined and agreed upon in the AT&T Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process (“CMP”). Interfaces to which this measure applies also will be defined in the CMP.

Exclusions:

- Clarification Notes.
- Any Approved Exceptions.
- Emergency Situations
- Regulatory Mandated Changes

Business Rules:

Calendar Days is to be used in the calculation of this measure. Notification is received when the Final Release Requirements are noticed to CLECs via an Accessible Letter. Calculation is based on the number of Notifications made within the reporting period (the denominator), with the numerator being the number of those Notifications issued “X” days or more in advance of the announced implementation date.

Levels of Disaggregation:

- Changes to Existing Interfaces
 - Gateway
 - GUI
- Introductions of New Interfaces
 - Gateway
 - GUI
- Retirements of Existing Interfaces -- Wholesale Interfaces
 - Gateway
 - GUI

Calculation:

$$\frac{(\text{Number of Notifications issued on time})}{(\text{Number of Notifications in the reporting period})} * 100$$

Report Structure:

- Reported on an AT&T Midwest regional basis (non-state specific). Company level reporting.

Measurement Type:

None

Benchmark:

- 95% or greater notices should be on time as defined by the advance notification intervals for Final Requirements for each disaggregation as defined in the AT&T Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process (“CMP”) found at <https://clec.AT&T.com/clec/>. Click on Gold bar "Change Management Process". Click on “AT&T All Regions” then scroll down to “AT&T Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process”.

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Attachment One

Performance Measures Subject to Tier 1 Liquidated Damages in the 5 AT&T Midwest States

	Measurements Subject to Tier-1 Damages (Remedied)
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Pre-Ordering/Ordering

1.1 Average Response Time For Manual Loop Make-Up Information	✓
1.3 Accuracy of Actual Loop Makeup Information provided for DSL Orders	✓
2. Percent Responses Received Within "X" Seconds-OSS Interfaces (Subject to a Remedy Cap)	✓
4. OSS Interface Availability	-
5. % Firm Order Confirmations (FOCs) Returned Within "X" Hours/Days (Subject to a Remedy Cap)	✓
6. Notification Timeliness (Subject to a Remedy Cap for completions and rejects)	✓
12. Mechanized Provisioning Accuracy	-
13. Order Process Percent Flow Through	-
13.1 Total Order Process Flow Through	-
MI-2 Percentage of Orders Given Jeopardy Notices within 24 Hours of the Due Date	✓
C WI-1 Average Delay In Original FOC Due Dates Due From RNM Notification 5A	-
C WI-9 RNM Process: Percent Quotes Returned Within Five Business Days	✓

Billing

126. Bill Accuracy	-
CLEC BLG-3 Percent of Billing Claim Resolution Notifications Sent within 30 Business Days (Subject to a Remedy Cap for Local Billing Claims)	✓

Miscellaneous Administrative

22. Call Center Grade Of Service (GOS)	-
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Provisioning

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	Measurements Subject to Tier-1 Damages (Remedied)
29. Percent AT&T Midwest Caused Missed Due Dates	✓
30. Percent AT&T Midwest Missed Due Dates Due To Lack Of Facilities	✓
35. Percent Trouble Reports Within 30 Days (I-30) Of Installation	✓
Maintenance	
37.1 Trouble Report Rate Net of Installation and Repeat Reports	✓
38. Percent Missed Repair Commitments	✓
39. Mean Time to Restore Interval	✓
40. Percent Out Of Service (OOS) < 24 Hours	✓
41. Percent Repeat Reports	✓
Provisioning – UNE	
62. Average Delay Days For AT&T Midwest Missed Due Dates	-
63. Percent AT&T Midwest Caused Missed Due Dates > 30 days	✓
WI-1 Percent No-Access for UNE Loops - Provisioning	-
WI-9 Percent Routine Network Modification (RNM) Orders	-
IN-1 Percent Loop Acceptance Testing (LAT) Completed on or prior to the Completion Date	✓
Maintenance – UNE	
69.1 Percent of Trouble Reports Closed to AT&T Cause w/in 48 Hrs of a Previous Trouble Report Closed to non-AT&T Cause	-
WI-2 Percent of Trouble Reports with No Access for UNE Loops - Maintenance	-
Interconnection Trunks	
70. Percent Trunk Blockage (Call Blockage) (Subject to a Remedy Cap)	✓
Local Number Portability (LNP)	
97. Percent of Time AT&T Midwest applies the 10-digit Trigger Prior to the LNP Order Due date.	✓
101. Percent Out of Service < 60 Minutes	✓
911	
102. Average Time To Clear Errors (Facility Based Providers)	✓

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	Measurements Subject to Tier-1 Damages (Remedied)
104. Average Time Required to Update 911 Database (Facility Based Providers)	✓
Collocation	
107. Percentage Missed Collocation Due Dates	✓
Directory Assistance Database	
110. Percentage of updates completed into the DA Database within 72 Hours for Facility Based CLECs	✓
Coordinated Conversions	
114. Percent Pre-mature Disconnects (Coordinated Cutovers)	✓
114.1 CHC/FDT LNP w/Loop Provisioning Interval	✓
115. Percentage of AT&T Midwest caused delayed Coordinated Cutovers	✓
Bona Fide Request Process (BFRs)	
120. Percentage of Requests Processed Within 30 Business Days	-
Change Management	
124. Timely Resolution of Significant Software Failures Related With Releases	✓
124.1 Test Environment Availability	-
MI-15 Change Management	-

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Attachment Two

Percentage of Missed Collocation Due Dates (PM 107) Damages Methodology

The following methodology will apply in calculating Tier 1 liquidated damages for the percentage of missed collocation due dates measurement.

1. The benchmark is less than 5% of Collocations not completed within the due date. For example, if a CLEC has 30 collocations completed in the study month, AT&T Midwest can miss one due date and still be in compliance. In this case no damages would apply. If, two due dates out of 30 were missed, AT&T Midwest would be out of compliance. In this case, damages would be payable on the number of collocations required to be back within the 5% benchmark.
2. Damages are calculated based on the percentage of days that AT&T Midwest misses the due date using the per occurrence values in the business rules, multiplied by the number of days from completion to due date.
3. In order to determine which collocations to use in the damage calculation, the missed collocation due dates will be ranked based on the number of days missed from highest to lowest. AT&T Midwest will pay damages on the highest number of days missed until the number of collocations missed is within the benchmark. For example, if there were three misses which had missed days of 20, 15 and 4, AT&T Midwest would pay damages on 35 (20+15) missed days. In this example, assuming an Index Value(IV) $\geq 87.0\%$, and one consecutive month missed, AT&T Midwest would pay $35 \times (10\% - 5\%) \times 30 = \52.50 .
4. Should a remedy plan in effect call for the use of the K-table, the collocation measurement will be used in the determination of the "K" number of allowances (based on the number of collocations). In addition, it may also be excluded as defined in the business rules in the order of progression also contained there. The number of underlying data points used for the purposes of determining the order of exclusion will be the same total days late for collocation projects calculated above (35 in the previous example). Should a remedy plan not include the K-table component, this paragraph #4 is not applicable.
5. All collocation completions in a month will be considered for the calculation of liquidated damages.
6. The critical Z-value will not be subtracted from the benchmark to determine compliance.

SBC Illinois

Monthly Part 731 Level 1 Carrier Report

August 2005

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Aug-05
Tier1		\$ 44,090
Tier2 (Liability Calculated - No Payment Made Due To Overpayment Under ICC's 01-0120 Plan)		\$ 3,000
Total		\$ 47,090

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Aug-05
13	ALL	Order Process Percent Flow Through UNE-P	\$15,803.00
35	CHICAGO	Percent Trouble Report Within 30 Days of Installation UNE-P - Res - FW	\$4,225.00
12	ALL	Mechanized Provisioning Accuracy All	\$2,925.00
97	ALL	% of Time SBC Midwest Applies the 10-digit Trigger Prior to the LNP Order Due Date LNP Only	\$2,175.00
13	ALL	Order Process Percent Flow Through UNE Loops (Bus Rule Version 2.0)	\$2,175.00
Total			\$ 27,303

SBC Illinois

Monthly Part 731 Level 1 Carrier Report

August 2005

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
02/01/05	40	CHICAGO	Percent Out Of Service (OOS) < 24 Hours UNE-P - Res	\$31.00
04/01/05	10	ALL	Percent Rejects Returned Within "X" Hours 8 Hrs-Manual Rejects Received Electronically (A/M)	\$31.00
04/01/05	13	ALL	Order Process Percent Flow Through UNE-P	\$631.00
05/01/05	13	ALL	Order Process Percent Flow Through UNE-P	\$862.00
06/01/05	13	ALL	Order Process Percent Flow Through UNE-P	\$1,633.00
07/01/05	13	ALL	Order Process Percent Flow Through UNE-P	\$702.00
Total - (includes interest payments if applicable)				\$ 3,890

Note: Some data which may appear on this report maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 731 Level 1 Carrier Report

August 2005

States Impacted	PM's Impacted	Restatement Notes	Months Restated
All	40	January and February 2005 results for performance measure 40 have been recalculated and reposted to correct a coding error that caused Subsequent Trouble Reports not to be excluded from results.	Jan-05 through Feb-05
All	13, 13.1, 5	April, May, and June 2005 results for performance measures 13, 13.1, and 5 have been recalculated and reposted to correct a coding problem that caused some UNE-P records to not be reported for some CLEC's.	Apr-05 through Jun-05
All	13, 13.1	April, May, and June 2005 results for performance measures 13 and 13.1 have been recalculated and reposted to include records that went unreported due to the accidental discontinuation of certain data files.	Apr-05 through Jun-05
All	4	July 2005 results for performance measure 4 have been recalculated and reposted to correct for a programming fix that inadvertently caused numerator and denominator results to be doubled.	Jul-05

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

September 2005

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Sep-05
Tier1		\$ 42,377
Tier2	(Liability Calculated - No Payment Made Due To Overpayment Under ICC's 01-0120 Plan)	\$ 13,400
Total		\$ 55,777

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Sep-05
13	ALL	Order Process Percent Flow Through UNE-P	\$ 18,025
68	CHICAGO	Percent Out Of Service (OOS) < 24 Hours 2 Wire Analog 8dB Loop	\$ 4,200
54.1	CS	Trouble Report Rate Net of Instal & Repeat Rpts-Resold Specials-VGPL	\$ 3,600
12	ALL	Mechanized Provisioning Accuracy All	\$ 2,500
66	CHICAGO SUBURBAN	Percent of Missed Appointments 2 Wire Analog 8db Loop	\$ 2,250
Total			\$ 30,575

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

September 2005

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
01-Apr-05	37.1	ILLINOIS	Trouble Report Rate Net of Installation and Repeat Reports Bus	\$ 26
01-May-05	37.1	ILLINOIS	Trouble Report Rate Net of Installation and Repeat Reports Bus	\$ 46
01-May-05	67	CHICAGO	Mean Time To Restore DSL Loops - No Line Sharing - Dispatch	\$ 253
01-Jun-05	65.1	ILLINOIS SOUTH	Trouble Report Rate Net of Installation and Repeat Reports 8.0 dB Loop w/o Test Access	\$ 227
Total - (includes interest payments if applicable)				\$ 552

Note: Some data which may appear on this report maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

September 2005

States Impacted	PM's Impacted	Restatement Notes	Months Restated
All	35, 35.1, 37.1, 38, 39, 40, 41, 54.1, 65.1, 52, 53, 66, 67, 68, 69	March 2005 results for performance measures 35, 35.1, 37.1, 38, 39, 40, 41, 54.1, 65.1, 52, 53, 66, 67, 68, and 69 have been recalculated and reposted to include certain trouble reports inadvertently identified as subsequent reports and subsequently omitted from reported results.	Mar-05
All	37.1, 41	March 2005 results for performance measures 37.1 and 41 have been recalculated and reposted to correct for coding logic that did not properly exclude and include certain trouble reports in the results.	Mar-05
All	65.1	May, June and July 2005 results for performance measure 65.1 have been recalculated and reposted to correct a logic problem that caused trouble reports to be included incorrectly in the results of certain CLEC's.	May-05 through Jul-05
All	16, 19	August 2005 results for performance measures 16 and 19 have been recalculated and reposted to exclude data from another month that was inadvertently included in the results due to a processing error.	Aug-05
All	97	August 2005 results for performance measure CLEC BLG 3 have been recalculated and reposted to correct for a logic problem that caused records of two CLEC's to be incorrectly identified.	Aug-05

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

October 2005

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Oct-05
Tier1		\$ 81,010
Tier2	(Liability Calculated - No Payment Made Due To Overpayment Under ICC's 01-0120 Plan)	\$ 7,200
Total		\$ 88,210

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Oct-05
97	ALL	% of Time SBC Midwest Applies the 10-digit Trigger Prior to the LNP Order Due Date LNP Only	\$ 26,725
97	ALL	% of Time SBC Midwest Applies the 10-digit Trigger Prior to the LNP Order Due Date LNP w/Loop	\$ 20,800
5	ALL	Percent Firm Order Confirmations (FOCs) Returned Within "X" Hours/Days Manual Intervention UNE loop (Excluding DSL Loops) w or w/o LNP	\$ 5,050
12	ALL	Mechanized Provisioning Accuracy All	\$ 5,025
66	CHICAGO SUBURBAN	Percent of Missed Appointments 2 Wire Analog 8db Loop	\$ 3,600
Total			\$ 61,200

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

October 2005

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
June-05	2	ALL	Percent Pre-Ordering Responses Received Within "X" Seconds 10 Sec-OSS Interface-Address Verification	\$ 504
June-05	37.1	ILLINOIS NORTH CENTRAL	Trouble Report Rate Net of Installation and Repeat Reports Bus	\$ 101
June-05	56	CHICAGO	Percent Installations Completed Within Customer Requested Due Date DS1 Loop (includes PRI)	\$ 51
June-05	56	CHICAGO SUBURBAN	Percent Installations Completed Within Customer Requested Due Date 8.0 dB Loop (1-10)	\$ 76
June-05	60	CHICAGO	Percent SBC Midwest Missed Due Dates Due To Lack Of Facilities EELs-Digital	\$ 26
June-05	69	CHICAGO SUBURBAN	Percent Repeat Reports DS1 Loop w/o Test Access	\$ 26
June-05	96	ALL	% Pre-Mature Disconnects for LNP Orders LNP Only	\$ 76
Total - (includes interest payments if applicable)				\$ 860

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

October 2005

States Impacted	PM's Impacted	Restatement Notes	Months Restated
All	115.1, 115.2	June through September 2005 results for performance measures 115.1 and 115.2 have been recalculated and reposted to correct for a coding problem that did not correctly identify the date and time a trouble report was submitted on a completed order.	June through September 2005
All	115.2	June through September 2005 results for performance measure 115.2 have been recalculated and reposted to correct for a coding problem that generated an incorrect numerator that understated SBC's wholesale performance.	June through September 2005
All	120, 121	July and August 2005 results for performance measures 120 and 121 have been recalculated and reposted to correct for coding problems that caused BFRs for Illinois, Indiana, Ohio, and Wisconsin to be reported as Michigan BFRs during July, overstating Michigan volumes and resulting in no volume being reported in the other four states, and two MI BFRs in July and one MI BFR in August to not be reported.	July through August 2005
All	65.1	June 2005 results for performance measure 65.1 have been recalculated and reposted to include trouble reports that were unreported due to the inadvertent truncation of a file during results processing.	Jun-05
All	58	October 2005 results for performance measure 58 have been recalculated and reposted to include retail orders that were excluded due to a results processing error.	Oct-05

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

November 2005

Tier 1 and 2 Remedies and Assessments (Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)	Remedy Nov-05
Tier1	\$ 24,170
Tier2 (Liability Calculated - No Payment Made Due To Overpayment Under ICC's 01-0120 Plan)	\$ 6,000
Total	\$ 30,170

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy Nov-05
PM	Metro Name	Sub Measure Name	
MI 13	ALL	Percent Mechanized Line Loss Notifications Returned Within One Day of Work Completion All	\$ 4,875
12	ALL	Mechanized Provisioning Accuracy All	\$ 4,125
13	ALL	Order Process Percent Flow Through UNE-P	\$ 2,800
59	CS	% Trouble Reports Within 30 Days (I-30) of Installation-EELs-Digital	\$ 2,400
54.1	CS	Trouble Report Rate Net of Instal & Repeat Rpts-Resold Specials-VGPL	\$ 1,600
Total			\$ 15,800

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

November 2005

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
February-05	67	CHICAGO	Mean Time To Restore DS1 Loop w/o Test Access - No Dispatch	\$ 102
March-05	65.1	CHICAGO	Trouble Report Rate Net of Installation and Repeat Reports DS3-Loop Only	\$ 24
March-05	65.1	CHICAGO SUBURBAN	Trouble Report Rate Net of Installation and Repeat Reports DS3 Dedicated Transport	\$ 17
March-05	65.1	CHICAGO SUBURBAN	Trouble Report Rate Net of Installation and Repeat Reports DS3-Loop Only	\$ 24
March-05	67	CHICAGO	Mean Time To Restore DS1 Loop w/o Test Access - Dispatch	\$ 98
March-05	68	CHICAGO SUBURBAN	Percent Out Of Service (OOS) < 24 Hours 2 Wire Analog 8dB Loop	\$ 139
March-05	69	CHICAGO	Percent Repeat Reports EELs-Digital	\$ 17
April-05	67	CHICAGO	Mean Time To Restore DS1 Loop w/o Test Access - Dispatch	\$ 305
April-05	67	CHICAGO	Mean Time To Restore DSL Loops - No Line Sharing - Dispatch	\$ 102
April-05	67	CHICAGO SUBURBAN	Mean Time To Restore EELs-Digital-No Dispatch	\$ 61
April-05	67	ILLINOIS SOUTH	Mean Time To Restore DSL Loops - No Line Sharing - Dispatch	\$ 56
Total - (includes interest payments if applicable)				\$ 945

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

November 2005

States Impacted	PM's Impacted	Restatement Notes	Months Restated
All	67	February through April 2005 results for performance measure 67 have been recalculated and reposted to correct for coding problems that caused retail compare results of three disaggregations to be duplicated and reported in place of the retail compare results of three other disaggregations.	February through April 2005
All	CB 3	July through November 2005 results for performance measure CB 3 have been recalculated and reposted to exclude Local Wholesale Complete records inadvertently reported.	July through November 2005

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

December 2005

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Dec-05
Tier1		\$ 44,484
Tier2	(Liability Calculated - No Payment Made Due To Overpayment Under ICC's 01-0120 Plan)	\$ 12,600
Total		\$ 57,084

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Dec-05
12	ALL	Mechanized Provisioning Accuracy All	\$ 12,625
59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 6,456
59	CH	% Installation Trouble Reports Within 30 Days (1-30) of Install - UNE - DSL Loops - No Line Share	\$ 6,400
67	CHICAGO SUBURBAN	Mean Time To Restore 8.0 dB Loop w/o Test Access - Dispatch	\$ 3,900
13	ALL	Order Process Percent Flow Through UNE-P	\$ 3,400
Total			\$ 32,781

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

December 2005

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
04/01/05	59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DS1 Loop w/o Test Access	\$ 31
05/01/05	35	CHICAGO	Percent Trouble Report Within 30 Days of Installation UNE-P - Bus - No FW	\$ 56
05/01/05	59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DS1 Loop w/o Test Access	\$ 26
05/01/05	59	CHICAGO	Percent Trouble Reports within 30 Days of Installation EELs-Digital	\$ 31
05/01/05	59	CHICAGO SUBURBAN	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 92
05/01/05	67	CHICAGO	Mean Time To Restore 8.0 dB Loop w/o Test Access - Dispatch	\$ 61
05/01/05	67	CHICAGO	Mean Time To Restore DSL Loops - No Line Sharing - No Dispatch	\$ 31
05/01/05	67	CHICAGO SUBURBAN	Mean Time To Restore DS1 Loop w/o Test Access - No Dispatch	\$ 31
05/01/05	67	CHICAGO SUBURBAN	Mean Time To Restore DSL Loops - No Line Sharing - Dispatch	\$ 31
06/01/05	59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 1,090
06/01/05	59	CHICAGO SUBURBAN	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 204
06/01/05	59	ILLINOIS NORTH CENTRAL	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 380
06/01/05	59	ILLINOIS SOUTH	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 26
06/01/05	65.1	ILLINOIS NORTH CENTRAL	Trouble Report Rate Net of Installation and Repeat Reports DSL Loops - No Line Sharing	\$ 26
06/01/05	67	CHICAGO	Mean Time To Restore DSL Loops - No Line Sharing - Dispatch	\$ 26
06/01/05	67	CHICAGO SUBURBAN	Mean Time To Restore DSL Loops - No Line Sharing - Dispatch	\$ 52
07/01/05	59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 2,376
07/01/05	59	CHICAGO SUBURBAN	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 659
07/01/05	59	ILLINOIS NORTH CENTRAL	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 51
07/01/05	65.1	ILLINOIS SOUTH	Trouble Report Rate Net of Installation and Repeat Reports DSL Loops - No Line Sharing	\$ 26
07/01/05	67	CHICAGO	Mean Time To Restore EELs-Digital-No Dispatch	\$ 26
07/01/05	67	CHICAGO SUBURBAN	Mean Time To Restore DS1 Loop w/o Test Access - No Dispatch	\$ 76
07/01/05	67	ILLINOIS SOUTH	Mean Time To Restore DSL Loops - No Line Sharing - Dispatch	\$ 26

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

December 2005

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
08/01/05	59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 1,388
08/01/05	59	CHICAGO SUBURBAN	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 430
08/01/05	67	CHICAGO SUBURBAN	Mean Time To Restore DSL Loops - No Line Sharing - Dispatch	\$ 26
09/01/05	59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 202
09/01/05	59	CHICAGO SUBURBAN	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 102
10/01/05	59	CHICAGO SUBURBAN	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 26
11/01/05	59	CHICAGO SUBURBAN	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 101
Total - (includes interest payments if applicable)				\$ 7,709

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

December 2005

States Impacted	PM's Impacted	Restatement Notes	Months Restated
All	CLEC WI 5, WI 1, 67	February through April 2005 results for performance measures CLEC WI 5, WI 1, and 67 have been recalculated and reposted to correct errors in flagging certain trouble reports as field visits due to an inaccurate data file.	February through April 2005
All	35, 46, 59	April through June 2005 results for performance measures 35, 46, and 59 have been recalculated and reposted to correct for a logic problem that could cause reclassification of records reported in previous months.	April through June 2005
All	43, 44, 45, 46, 47, 49, and 50	March 2005 results for performance measures 43, 44, 45, 46, 47, 49, and 50 have been recalculated and reposted to correct a logic problem that caused certain UNE Loop and Port trouble reports to be excluded from reporting.	March 2005
All	58	July 2005 results for performance measure 58 have been recalculated and reposted to correct a logic problem that resulted in improper inclusion of feature-only orders.	July 2005
All	59, 65.1, and 67	May through August 2005 results for performance measures 59, 65.1, and 67 have been recalculated and reposted to correct the logic that calculates loop length for exclusions.	May through August 2005
IL	113	May through December 2005 results for performance measure 113 have been recalculated and reposted to correct display of a benchmark, and generation of a Z-score against that benchmark, when the comparison should have been parity with Retail. This issue impacted Illinois only.	May through December 2005
All	54.1 and 65.1	December 2005 results for performance measures 54.1 and 65.1 have been recalculated and reposted to correct coding errors that caused certain in-service circuit counts to be under-reported.	December 2005
All	35 and 37.1	December 2005 results for performance measures 35 and 37.1 have been recalculated and reposted to correct a coding problem that prevented the reporting of Affiliate results.	December 2005

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

January 2006

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website https://clec.sbc.com/clec/)		Jan-06
Tier1		\$ 43,450
Tier2	(Liability Calculated - No Payment Made Due To Overpayment Under ICC's 01-0120 Plan)	\$ 11,800
Total		\$ 55,250

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Jan-06
66	CHICAGO SUBURBAN	Percent of Missed Appointments 2 Wire Analog 8db Loop	\$17,275.00
65.1	ALL	Trouble Report Rate Net of Installation and Repeat Reports 8.0 dB Loop w/o Test Access	\$5,625.00
67	CHICAGO SUBURBAN	Mean Time To Restore 8.0 dB Loop w/o Test Access - Dispatch	\$5,050.00
67	CS	Mean Time to Restore - UNE - EELs Digital - No Dispatch (Hrs)	\$4,600.00
67	CS	Mean Time to Restore - UNE - DS1 Loop w/o Test Access (Hrs)-No Dispatch	\$4,000.00
Total			\$ 36,550

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

January 2006

States Impacted	PM's Impacted	Restatement Notes	Months Restated
		There were no remedied restatements this month	

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

February 2006

Tier 1 and 2 Remedies and	Remedy	Feb-06
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		
Tier1		\$ 50,631
Tier2 (Liability Calculated - No Payment Made Due To Overpayment Under ICC's 01-0120 Plan)		\$ 39,600
Total		\$ 90,231

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Feb-06
67	CHICAGO SUBURBAN	Mean Time to Restore - UNE - 8.0 dB Loop without Test Access (Hrs)-Dispatch	\$ 32,800
67	CHICAGO SUBURBAN	Mean Time To Restore 8.0 dB Loop w/o Test Access - Dispatch	\$ 18,540
66	CHICAGO SUBURBAN	% Missed Repair Commitments - UNE - 2 Wire Analog 8db Loop	\$ 5,400
13	ALL	Order Process Percent Flow Through UNE Loops (Bus Rule Version 2.0)	\$ 5,024
Total			\$ 61,764

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

February 2006

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
6/1/2005	38	CHICAGO	Percent Missed Repair Commitments-POTS UNE-P - Bus - No Dispatch	\$ 26
6/1/2005	39	CHICAGO SUBURBAN	Receipt To Clear Duration-POTS UNE-P - Bus - No Dispatch - Affecting Service	\$ 26
8/1/2005	35	CHICAGO	Percent Trouble Report Within 30 Days of Installation Res - FW	\$ 26
8/1/2005	37.1	CHICAGO	Trouble Report Rate Net of Installation and Repeat Reports Res	\$ 26
1/1/2006	35	ALL	Percent Trouble Report Within 30 Days of Installation UNE-P - Bus - FW	\$ 26
1/1/2006	35	ALL	Percent Trouble Report Within 30 Days of Installation UNE-P - Bus - No FW	\$ 26
1/1/2006	37.1	ALL	Trouble Report Rate Net of Installation and Repeat Reports UNE-P	\$ 1,130
1/1/2006	39	ILLINOIS SOUTH	Receipt To Clear Duration-POTS UNE-P - Bus - Dispatch - Out of Service	\$ 51

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

February 2006

States Impacted	Months Restated		
All	35, 37.1	June through November 2005 results for performance measures 35 and 37.1 have been recalculated and reposted to add geographic disaggregations inadvertently removed due to a coding error when these measures were restated March 6 th .	Jun thru Nov 05
All	43	October 2004 results for performance measure 43 have been recalculated and reposted to correct a system processing problem that resulted in certain projects being flagged incorrectly and excluded from reporting.	Oct-05
IL	62	June 2005 results for performance measure 62 in Illinois have been recalculated and reposted to correct a system processing problem that resulted in the use of incorrect data files to produce results.	Jun-05
All	58	November 2005 through January 2006 results for performance measure 58 have been recalculated and reposted to correct a coding error that resulted in certain DSL Loop orders being excluded from results.	Nov 05 thru Jan 06
All	27, 28, 29, 30, 32	August through November 2005 results for performance measures 27, 28, 29, 30, and 32, and December 2005 results for performance measures 29 and 30 have been recalculated and reposted to correct for a logic problem that resulted in a number of Local Wholesale Complete orders being incorrectly included in aggregate reported UNE-P results.	Aug thru Nov 05
All	35, 37.1, 38, 39	January 2006 results for performance measures 35, 37.1, 38, and 39 have been recalculated and reposted to remove Local Wholesale Complete orders erroneously included in Affiliate results due to the use of an outdated control table to process AT&T data.	Jan-06
All	65.1	January and February 2006 results for performance measure 65.1 have been recalculated and reposted to correct a system processing problem that resulted in market area results not being reported.	Jan thru Feb 06
IL	27, 28, 29, 30, 32	October 2005 results for performance measures 27, 28, 29, 30, and 32 in Illinois have been recalculated and reposted to correct for a system processing problem that resulted in orders for a single day being excluded from reporting.	Oct-05
All	54.1, 65.1	August through December 2005 results for performance measures 54.1 and 65.1 have been recalculated and reposted to include records from a single reporting center omitted from results due to a logic problem.	Aug thru Dec 05

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

March 2006

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Mar-06
Tier1		\$ 77,679
Tier2	(Liability Calculated - No Payment Made Due To Overpayment Under ICC's 01-0120 Plan)	\$ 42,800
Total		\$ 120,479

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Mar-06
67	CHICAGO SUBURBAN	Mean Time to Restore - UNE - 8.0 dB Loop without Test Access (Hrs)-Dispatch	\$ 26,200
67	CHICAGO SUBURBAN	Mean Time To Restore 8.0 dB Loop w/o Test Access - Dispatch	\$ 17,600
66	CHICAGO SUBURBAN	Percent of Missed Appointments 2 Wire Analog 8db Loop	\$ 13,600
2	ALL	Percent Pre-Ordering Responses Received Within "X" Seconds 5 Sec-OSS Interface-Service Appointment Scheduling (Due Date)	\$ 12,275
66	CHICAGO SUBURBAN	% Missed Repair Commitments - UNE - 2 Wire Analog 8db Loop	\$ 8,000
Total			\$ 77,675

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

March 2006

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
There were no remedied restatements this month				
Total - (includes interest payments if applicable)				\$ -

Note: Some data which may appear on this report maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

March 2006

States Impacted	PM's Impacted	Restatement Notes	Months Restated
		There were no remedied restatements this month	

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

April 2006

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Apr-06
Tier1		\$ 129,901
Tier2 (Liability Calculated - No Payment Made Due To Overpayment Under ICC's 01-0120 Plan)		\$ 47,200
Total		\$ 177,101

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Apr-06
67	CHICAGO SUBURBAN	Mean Time To Restore 8.0 dB Loop w/o Test Access - Dispatch	\$ 75,650
2	ALL	Percent Pre-Ordering Responses Received Within "X" Seconds 5 Sec-OSS Interface-Service Appointment Scheduling (Due Date)	\$ 29,083
66	CHICAGO SUBURBAN	Percent of Missed Appointments 2 Wire Analog 8db Loop	\$ 10,825
17.1	ALL	Post to Bill Notification Timeliness Percent-All	\$ 10,789
12	ALL	Mechanized Provisioning Accuracy All	\$ 10,319
Total			\$ 136,666

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

April 2006

Performance Month	Tier 1 Restated/Recalculated Performance Measures			
	PM	Metro Area	Sub Measure Name	Net Remedy
8/1/2005	65.1	CHICAGO	Trouble Report Rate Net of Installation and Repeat Reports DS1 Loop w/o Test Access	\$ 26
8/1/2005	65.1	CHICAGO	Trouble Report Rate Net of Installation and Repeat Reports DS3 Dedicated Transport	\$ 26
8/1/2005	65.1	CHICAGO	Trouble Report Rate Net of Installation and Repeat Reports DS3-Loop Only	\$ 26
8/1/2005	65.1	CHICAGO	Trouble Report Rate Net of Installation and Repeat Reports EELs-Digital	\$ 207
8/1/2005	65.1	CHICAGO	Trouble Report Rate Net of Installation and Repeat Reports Interconnection Trunks	\$ 26
8/1/2005	65.1	CHICAGO SUBURBAN	Trouble Report Rate Net of Installation and Repeat Reports DS3-Loop Only	\$ 26
8/1/2005	65.1	CHICAGO SUBURBAN	Trouble Report Rate Net of Installation and Repeat Reports EELs-Digital	\$ 52
8/1/2005	65.1	ILLINOIS NORTH CENTRAL	Trouble Report Rate Net of Installation and Repeat Reports BRI Loop w/o Test Access	\$ 155
8/1/2005	65.1	ILLINOIS SOUTH	Trouble Report Rate Net of Installation and Repeat Reports DSL Loops - No Line Sharing	\$ 26
9/1/2005	65.1	CHICAGO	Trouble Report Rate Net of Installation and Repeat Reports DS3-Loop Only	\$ 52
9/1/2005	65.1	CHICAGO SUBURBAN	Trouble Report Rate Net of Installation and Repeat Reports DS3-Loop Only	\$ 78
9/1/2005	65.1	CHICAGO SUBURBAN	Trouble Report Rate Net of Installation and Repeat Reports EELs-Digital	\$ 52
9/1/2005	65.1	CHICAGO SUBURBAN	Trouble Report Rate Net of Installation and Repeat Reports Interconnection Trunks	\$ 26
9/1/2005	65.1	ILLINOIS NORTH CENTRAL	Trouble Report Rate Net of Installation and Repeat Reports DSL Loops - No Line Sharing	\$ 52
10/1/2005	65.1	CHICAGO	Trouble Report Rate Net of Installation and Repeat Reports Interconnection Trunks	\$ 26
10/1/2005	65.1	CHICAGO SUBURBAN	Trouble Report Rate Net of Installation and Repeat Reports DS3-Loop Only	\$ 52
10/1/2005	65.1	ILLINOIS NORTH CENTRAL	Trouble Report Rate Net of Installation and Repeat Reports EELs-Digital	\$ 52
11/1/2005	65.1	CHICAGO	Trouble Report Rate Net of Installation and Repeat Reports DS3-Loop Only	\$ 26
11/1/2005	65.1	CHICAGO	Trouble Report Rate Net of Installation and Repeat Reports Interconnection Trunks	\$ 102
11/1/2005	65.1	CHICAGO SUBURBAN	Trouble Report Rate Net of Installation and Repeat Reports DS3-Loop Only	\$ 102

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

April 2006

Performance Month	Tier 1 Restated/Recalculated Performance Measures			
	PM	Metro Area	Sub Measure Name	Net Remedy
11/1/2005	65.1	CHICAGO SUBURBAN	Trouble Report Rate Net of Installation and Repeat Reports EELs-Digital	\$ 230
11/1/2005	65.1	ILLINOIS SOUTH	Trouble Report Rate Net of Installation and Repeat Reports Interconnection Trunks	\$ 26
3/1/2006	37.1	ALL	Trouble Report Rate Net of Installation and Repeat Reports Res	\$ 101
Total - (includes interest payments if applicable)				\$ 1,547

Note: Some data which may appear on this report maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

April 2006

States Impacted	PM's Impacted	Restatement Notes	Months Restated
All	102	October 2005 results for performance measure 102 have been recalculated and reposted to display Retail results inadvertently included with Wholesale results.	Oct-05
All	CB 3	June 2005 through March 2006 results for performance measure CB 3 have been recalculated and reposted to include notices omitted from results as the result of a logic problem.	Jun-05 through Mar-06
All	WI 9	March 2006 results for performance measure WI 9 have been recalculated and reposted to include records omitted from results as the result of a logic problem.	Mar-06
All	37.1, 54.1, 65.1	March 2006 results for performance measures 37.1, 54.1, and 65.1 have been recalculated and reposted to include line counts omitted from the denominator as a result of a logic problem.	Mar-06
All	65.1	August through November 2005 results for performance measure 65.1 have been recalculated and reposted to correct logic problems that resulted in Retail results being incorrectly reported, Wholesale UNE-P being under reported, and geographic disaggregations not being displayed.	Aug through Nov-05

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

May 2006

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		May-06
Tier1		\$ 78,647
Tier2	(Liability Calculated - No Payment Made Due To Overpayment Under ICC's 01-0120 Plan)	\$ 57,800
Total		\$ 136,447

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	May-06
2	ALL	Percent Pre-Ordering Responses Received Within "X" Seconds 5 Sec-OSS Interface-Service Appointment Scheduling (Due Date)	\$ 50,455
67	CHICAGO SUBURBAN	Mean Time To Restore 8.0 dB Loop w/o Test Access - Dispatch	\$ 42,400
66	CHICAGO SUBURBAN	Percent of Missed Appointments 2 Wire Analog 8db Loop	\$ 18,700
67	ILLINOIS NORTH CENTRAL	Mean Time To Restore DSL Loops - No Line Sharing - Dispatch	\$ 4,700
37.1	ALL	Trouble Report Rate Net of Installation and Repeat Reports Res	\$ 3,450
Total			\$ 119,705

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

May 2006

Performance Month	Tier 1 Restated/Recalculated Performance Measure		
	PM	Metro Area	Sub Measure Name
1/1/2006	97	ALL	% of Time SBC M
Total - (includes interest payments if applicable)			\$ 406

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

May 2006

States Impacted	PM's Impacted	Restatement Notes	Months Restated
All	97	January and February 2006 results for performance measure 97 have been recalculated and reposted to correct for a data processing error that resulted in a data file not being updated prior to reporting.	Jan through Feb-06
All	65.1	May 2006 results for performance measure 65.1 have been recalculated and reposted to remove overstated Affiliate in-service line volumes from results. May results will be restated when correct in-service volumes are determined, and appropriate remedy treatment will be applied.	May-06
All	55	January and February 2006 results for performance measure 55 have been recalculated and reposted to include data not included due to a file truncation.	Jan through Feb-06

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

June 2006

Submitted to the Illinois Commerce Commission

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Jun-06
Tier1		\$ 59,375
Tier2 (Liability Calculated - No Payment Made Due To Overpayment Under ICC's 01-0120 Plan)		\$ 47,600
Total		\$ 106,975

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Jun-06
2	ALL	Percent Pre-Ordering Responses Received Within "X" Seconds 5 Sec-OSS Interface-Service Appointment Scheduling (Due Date)	\$ 41,200
66	CHICAGO SUBURBAN	Percent of Missed Appointments 2 Wire Analog 8db Loop	\$ 15,200
66	ILLINOIS SOUTH	Percent of Missed Appointments 2 Wire Analog 8db Loop	\$ 10,000
37.1	ALL	Trouble Report Rate Net of Installation and Repeat Reports Res	\$ 5,675
59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 3,750
Total			\$ 75,825

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

June 2006

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
		There were no remedied restatements this month		
Total - (includes interest payments if applicable)				\$ -

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

June 2006

States Impacted	PM's Impacted	Restatement Notes	Months Restated
		There were no remedied restatements this month	

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

July 2006

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Jul-06
Tier1		\$ 89,400
Tier2		\$ 87,600
Total		\$ 177,000

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Jul-06
2	ALL	Percent Pre-Ordering Responses Received Within "X" Seconds 5 Sec-OSS Interface-Service Appointment Scheduling (Due Date)	\$ 55,525
67	CHICAGO SUBURBAN	Mean Time To Restore DSL Loops - No Line Sharing - Dispatch	\$ 24,825
66	CHICAGO SUBURBAN	Percent of Missed Appointments 2 Wire Analog 8db Loop	\$ 22,825
67	CHICAGO	Mean Time To Restore DSL Loops - No Line Sharing - Dispatch	\$ 21,275
67	CHICAGO SUBURBAN	Mean Time To Restore EELs-Digital-No Dispatch	\$ 5,850
Total			\$ 130,300

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

July 2006

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
There were no remedied restatements this month				
Interest payments if applicable)				\$ -

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

July 2006

States Impacted	PM's Impacted	Restatement Notes	Months Restated
		There were no remedied restatements this month	

Note: Some data which appears on the Monthly Restated Measure tab may be attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois Monthly Part 732 Level 1 Carrier Report August 2006

Submitted to the Illinois Commerce Commission

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Aug-06
Tier1		\$ 58,575
Tier2		\$ 21,600
Total		\$ 80,175

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Aug-06
67	CHICAGO SUBURBAN	Mean Time To Restore 8.0 dB Loop w/o Test Access - Dispatch	\$ 28,800
66	ILLINOIS SOUTH	Percent of Missed Appointments 2 Wire Analog 8db Loop	\$ 5,800
96	ALL	% Pre-Mature Disconnects for LNP Orders LNP Only	\$ 5,650
67	CHICAGO SUBURBAN	Mean Time To Restore DS1 Loop w/o Test Access - No Dispatch	\$ 5,400
67	CHICAGO SUBURBAN	Mean Time To Restore EELs-Digital-No Dispatch	\$ 4,650
Total			\$ 50,300

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

August 2006

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
There were no remedied restatements this month				
Total - (includes interest payments if applicable)				\$ -

Note: Some data which may appear on this report maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract wa

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

August 2006

States Impacted	PM's Impacted	Restatement Notes	Months Restated
		There were no remedied restatements this month	

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

September 2006

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Sep-06
Tier 1		\$ 36,207
Tier 2		\$ 27,000
Total		\$ 63,207

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Sep-06
67	CHICAGO SUBURBAN	Mean Time To Restore EELs-Digital-No Dispatch	\$ 10,125
96	ALL	% Pre-Mature Disconnects for LNP Orders LNP Only	\$ 7,700
67	CHICAGO SUBURBAN	Mean Time To Restore DS1 Loop w/o Test Access - No Dispatch	\$ 6,225
56	CHICAGO SUBURBAN	Percent Installations Completed Within Customer Requested Due Date 8.0 dB Loop (1-10)	\$ 5,931
40	CHICAGO	Percent Out Of Service (OOS) < 24 Hours UNE-P - Res	\$ 3,400
Total			\$ 33,381

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

September 2006

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
1/1/2006	56	CHICAGO SUBURBAN	Percent Installations Completed Within Customer Requested Due Date 8.0 dB Loop (1-10)	\$ 618
2/1/2006	56	CHICAGO SUBURBAN	Percent Installations Completed Within Customer Requested Due Date 8.0 dB Loop (1-10)	\$ 206
2/1/2006	56	CHICAGO SUBURBAN	Percent Installations Completed Within Customer Requested Due Date EELs-Digital	\$ 26
3/1/2006	56	CHICAGO SUBURBAN	Percent Installations Completed Within Customer Requested Due Date 8.0 dB Loop (1-10)	\$ 307
Total - (includes interest payments if applicable)				\$ 1,157

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

September 2006

States Impacted	PM's Impacted	Restatement Notes	Months Restated
ALL	43, 44, 45, 46, 50, 55, 55.2, 56, 56.1, 58, 59, 60, 62, 63, and WI 1	January and February 2006 results for performance measures 43, 44, 45, 46, 50, 55, 55.2, 56, 56.1, 58, 59, 60, 62, 63, WI 1 have been recalculated and reposted to correct for a data processing error that resulted in a data file not being updated prior to reporting.	January and February 2006

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

October 2006

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Oct-06
Tier1		\$ 35,825
Tier2		\$ 14,000
Total		\$ 49,825

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Oct-06
67	CHICAGO SUBURBAN	Mean Time To Restore 8.0 dB Loop w/o Test Access - Dispatch	\$ 18,900
67	CHICAGO SUBURBAN	Mean Time To Restore DS1 Loop w/o Test Access - No Dispatch	\$ 4,975
39	ALL	Rcpt to Clear Duration-POTS- Bus - Dispatch - Out of Service (Hrs)	\$ 4,000
59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 1,850
10	ALL	Percent Rejects Returned Within "X" Hours 8 Hrs-Manual Rejects Received Electronically (A/M)	\$ 1,825
Total			\$ 31,550

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

October 2006

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
There were no remedied restatements this month				
Total - (includes interest payments if applicable)				\$ -

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

October 2006

States Impacted	PM's Impacted	Restatement Notes	Months Restated
There were no remedied restatements this month			

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

November 2006

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Nov-06
Tier1		\$ 29,375
Tier2	(Liability Calculated - No Payment Made Due To Overpayment Under ICC's 01-0120 Plan)	\$ 10,400
Total		\$ 39,775

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Nov-06
102	ALL	Average Time to Clear Errors (In Days) All	\$ 6,631
5	ALL	Percent Firm Order Confirmations (FOCs) Returned Within "X" Hours/Days Manual Intervention LNP Only	\$ 5,450
5	ALL	Percent Firm Order Confirmations (FOCs) Returned Within "X" Hours/Days Manual Intervention UNE loop (Excluding DSL Loops) w or w/o LNP	\$ 4,222
39	CHICAGO SUBURBAN	Receipt To Clear Duration-POTS Bus - Dispatch - Out of Service	\$ 3,250
59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 2,425
Total			\$ 21,978

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

November 2006

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
There were no remedied restatements this month				
Total - (includes interest payments if applicable)				\$ -

Note: Some data which may appear on this report maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract wa

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

November 2006

States Impacted	PM's Impacted	Restatement Notes	Months Restated
		There were no remedied restatements this month	

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

December 2006

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Dec-06
Tier1		\$ 22,226
Tier2	(Liability Calculated - No Payment Made Due To Overpayment Under ICC's 01-0120 Plan)	\$ 7,800
Total		\$ 30,026

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Dec-06
5	ALL	Percent Firm Order Confirmations (FOCs) Returned Within "X" Hours/Days Manual Intervention UNE loop (Excluding DSL Loops) w or w/o LNP	\$ 4,893
39	CHICAGO SUBURBAN	Receipt To Clear Duration-POTS Bus - Dispatch - Out of Service	\$ 4,400
7.1	ALL	Percent Mechanized Completions Sent/Made Available Within One Day of Work Completion All	\$ 2,375
59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 2,325
59	ILLINOIS NORTH CENTRAL	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 2,050
Total			\$ 16,043

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

December 2006

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
7/1/2006	39	CHICAGO	Receipt To Clear Duration-POTS UNE-P - Bus - Dispatch - Out of Service	\$ 26
Total - (includes interest payments if applicable)				\$ 26

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

December 2006

States Impacted	PM's Impacted	Restatement Notes	Months Restated
All	37.1, 38, 39, 40, and 41	July 2006 results for performance measures 37.1, 38, 39, 40, and 41 have been recalculated and reposted to remove records incorrectly included in the data and reported results due to a coding problem.	Jul-06
All	55, 56, 58, 59, 60, 62, and 63	August through October 2006 for performance measures 55, 56, 58, 59, 60, 62, and 63 have been recalculated and reposted to remove circuits erroneously included as DSL Lineshare activity.	Aug thru Oct-06
IL	37.1	October through November 2006 results for performance measure 37.1 in Illinois have been recalculated and reposted to eliminate data erroneously reported as UNE-P.	Oct thru Nov-06
All	101	December 2006 results for performance measure 101 have been recalculated and reposted to correctly report individual records affected by an operational system coding issue.	Dec-06

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

January 2007

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Jan-07
Tier1		\$ 35,075
Tier2		\$ 26,600
Total		\$ 61,675

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Jan-07
5	ALL	Percent Firm Order Confirmations (FOCs) Returned Within "X" Hours/Days Manual Intervention UNE loop (Excluding DSL Loops) w or w/o LNP	\$ 9,125
17.1	ALL	Post to Bill Notification Timeliness Percent-All	\$ 8,137
13	ALL	Order Process Percent Flow Through UNE Loops (Bus Rule Version 2.0)	\$ 6,300
59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 3,400
67	ILLINOIS NORTH CENTRAL	Mean Time To Restore EELs-Digital-No Dispatch	\$ 3,250
Total			\$ 30,212

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

January 2007

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
There were no remedied restatements this month				
Total - (includes interest payments if applicable)				\$ -

Note: Some data which may appear on this report maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract wa

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

January 2007

States Impacted	PM's Impacted	Restatement Notes	Months Restated
		There were no remedied restatements this month	

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

February 2007

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Feb-07
Tier1		\$ 19,390
Tier2		\$ 8,600
Total		\$ 27,990

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Feb-07
13	ALL	Order Process Percent Flow Through UNE Loops (Bus Rule Version 2.0)	\$ 5,200
59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 3,849
67	CHICAGO SUBURBAN	Mean Time To Restore DS1 Loop w/o Test Access - No Dispatch	\$ 3,350
67	CHICAGO SUBURBAN	Mean Time To Restore EELs-Digital-No Dispatch	\$ 3,075
65.1	ALL	Trouble Report Rate Net of Installation and Repeat Reports DS1 Loop w/o Test Access	\$ 2,408
Total			\$ 17,882

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

February 2007

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
11/1/2006	56	CHICAGO SUBURBAN	Percent Installations Completed Within Customer Requested Due Date DS1 Loop	\$ 304
11/1/2006	56	ILLINOIS NORTH CENTRAL	Percent Installations Completed Within Customer Requested Due Date EELs-Digital	\$ 51
12/1/2006	56	CHICAGO SUBURBAN	Percent Installations Completed Within Customer Requested Due Date DS1 Loop	\$ 303
1/1/2007	56	CHICAGO SUBURBAN	Percent Installations Completed Within Customer Requested Due Date DS1 Loop	\$ 453
1/1/2007	56	CHICAGO SUBURBAN	Percent Installations Completed Within Customer Requested Due Date EELs-Digital	\$ 404
Total - (includes interest payments if applicable)				\$ 1,515

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

February 2007

States Impacted	PM's Impacted	Restatement Notes	Months Restated
All	56	November 2006 through January 2007 results for performance measure 56 have been recalculated and reposted to include records omitted from reporting due to a coding error.	November 2006 through January 2007
All	16 and 19	December 2006 results for performance measures 16 and 19 have been recalculated and reposted to remove data for January inadvertently included due to a data file processing error.	December 2006
All	25	January 2007 results for the "Provisioning Calls" submeasure of performance measure 25 have been recalculated and reposted to remove additional records from the denominator included due to a data processing error.	January 2007
All	44	January 2007 results for performance measure 44 have been recalculated and reposted to include records omitted from reporting due to a coding error.	January 2007
All	IN 1	February 2007 results for performance measure IN1 have been recalculated and reposted to correct a data processing error that resulted in some records being incorrectly identified as "misses."	February 2007

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

March 2007

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Mar-07
Tier1		\$ 34,875
Tier2		\$ 14,200
Total		\$ 49,075

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Mar-07
97	ALL	% of Time SBC Midwest Applies the 10-digit Trigger Prior to the LNP Order Due Date LNP Only	\$ 10,300
13	ALL	Order Process Percent Flow Through UNE Loops (Bus Rule Version 2.0)	\$ 8,850
65.1	ALL	Trouble Report Rate Net of Installation and Repeat Reports DS1 Loop w/o Test Access	\$ 4,525
39	ILLINOIS NORTH CENTRAL	Rcpt to Clear Duration-POTS- Bus - Dispatch - Out of Service (Hrs)	\$ 4,200
67	CHICAGO SUBURBAN	Mean Time To Restore DS1 Loop w/o Test Access - No Dispatch	\$ 3,825
Total			\$ 31,700

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

March 2007

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
There were no remedied restatements this month				
Total - (includes interest payments if applicable)				\$ -

Note: Some data which may appear on this report maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

March 2007

States Impacted	PM's Impacted	Restatement Notes	Months Restated
		There were no remedied restatements this month	

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

April 2007

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Apr-06
Tier 1		\$ 14,500
Tier 2		\$ 29,000
Total		\$ 43,500

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Apr-06
39	CHICAGO SUBURBAN	Receipt To Clear Duration-POTS Bus - Dispatch - Out of Service	\$ 12,175
39	ILLINOIS NORTH CENTRAL	Receipt To Clear Duration-POTS Bus - Dispatch - Out of Service	\$ 4,225
102	ALL	Average Time to Clear Errors (In Days) All	\$ 3,225
69	CHICAGO SUBURBAN	Percent Repeat Reports EELs-Digital	\$ 3,150
38	CHICAGO SUBURBAN	Percent Missed Repair Commitments-POTS Bus - Dispatch	\$ 2,900
Total			\$ 25,675

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

April 2007

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
There were no remedied restatements this month				
Total - (includes interest payments if applicable)				\$ -

Note: Some data which may appear on this report maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract wa

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

April 2007

States Impacted	PM's Impacted	Restatement Notes	Months Restated
		There were no remedied restatements this month	

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

May 2007

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		May-07
Tier1		\$ 10,356
Tier2		\$ 36,400
Total		\$ 46,756

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	May-07
39	CHICAGO SUBURBAN	Receipt To Clear Duration-POTS Bus - Dispatch - Out of Service	\$ 14,125
38	CHICAGO SUBURBAN	Percent Missed Repair Commitments-POTS Bus - Dispatch	\$ 4,100
39	ILLINOIS NORTH CENTRAL	Receipt To Clear Duration-POTS Bus - Dispatch - Out of Service	\$ 3,600
69	CHICAGO SUBURBAN	Percent Repeat Reports EELs-Digital	\$ 3,600
69	CHICAGO SUBURBAN	Percent Repeat Reports DS1 Loop w/o Test Access	\$ 2,525
Total			\$ 27,950

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

May 2007

Performance Month	PM	Metro Area	Tier 1 Restated/Recalculated Performance Measures	
			Sub Measure Name	Net Remedy
2/1/2007	MI 13	ALL	Percent Mechanized Line Loss Notifications Returned Within One Day of Work Completion All	\$ 26
3/1/2007	MI 13	ALL	Percent Mechanized Line Loss Notifications Returned Within One Day of Work Completion All	\$ 280
Total - (includes interest payments if applicable)				\$ 306

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

May 2007

States Impacted	PM's Impacted	Restatement Notes	Months Restated
All	WI1	December 2006 through February 2007 results for performance measure WI1 have been recalculated and reposted to correct a coding error that resulted in some orders being incorrectly included in the wholesale denominator.	December 2006 through February 2007
All	MI13	February through April 2007 results for performance measure MI13 have been recalculated and reposted to include line loss records excluded from reporting due to coding error in program logic.	February through April 2007

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

June 2007

Tier 1 and 2 Remedies and Assessments		Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)		Jun-07
Tier1		\$ 19,967
Tier2		\$ 40,000
Total		\$ 59,967

Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Jun-07
39	CHICAGO SUBURBAN	Receipt To Clear Duration-POTS Bus - Dispatch - Out of Service	\$ 11,225
59	CHICAGO	Percent Trouble Reports within 30 Days of Installation DSL Loops - No Line Sharing	\$ 6,100
67	CHICAGO SUBURBAN	Mean Time To Restore EELs-Digital-No Dispatch	\$ 5,725
65.1	ALL	Trouble Report Rate Net of Installation and Repeat Reports DS1 Loop w/o Test Access	\$ 4,660
65.1	ALL	Trouble Report Rate Net of Installation and Repeat Reports BRI Loop w/o Test Access	\$ 4,100
Total			\$ 31,810

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

June 2007

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
There were no remedied restatements this month				
Total - (includes interest payments if applicable)				\$ -

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SBC Illinois

Monthly Part 732 Level 1 Carrier Report

June 2007

States Impacted	PM's Impacted	Restatement Notes	Months Restated
		There were no remedied restatements this month	

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

July 2007

Tier 1 and 2 Remedies and Assessments			Remedy
(Previous Month's Totals are available on the CLEC OnLine Website www.clec.sbc.com/clec/)			Jul-07
Tier1			\$ 5,052
Tier2			\$ 27,400
Total			\$ 32,452
Five Highest Remedied PMs (Tier 1 & 2 Combined)			Remedy
PM	Metro Name	Sub Measure Name	Jul-07
39	CHICAGO SUBURBAN	Receipt To Clear Duration-POTS Bus - Dispatch - Out of Service	\$ 8,225
59	CHICAGO	% Installation Trouble Reports Within 30 Days (I-30) of Install - UNE - DSL Loops - No Line Share	\$ 6,800
38	CHICAGO SUBURBAN	% Missed Repair Commitments - POTS - Bus - Dispatch	\$ 3,800
67	CHICAGO SUBURBAN	Mean Time To Restore EELs-Digital-No Dispatch	\$ 3,792
38	CHICAGO	Percent Missed Repair Commitments-POTS Bus - Dispatch	\$ 2,075
Total			\$ 24,692

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

July 2007

Performance Month	Tier 1 Restated/Recalculated Performance Measures			Net Remedy
	PM	Metro Area	Sub Measure Name	
There were no remedied restatements this month				
Total - (includes interest payments if applicable)				\$ -

Note: Some data which may appear on this report maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract wa

SBC Illinois

Monthly Part 732 Level 1 Carrier Report

July 2007

States Impacted	PM's Impacted	Restatement Notes	Months Restated
		There were no remedied restatements this month	

Note: Some data which appears on the Monthly Restated Measure tab maybe attributed to a CLEC's contract just being approved by the ICC thus their remedies will be retroactive to the date contract was signed.

**AT&T Illinois' Wholesale Service Quality Plan
 Compliance With Section 731.305 - 83 IL Adm. Code 731**

Section 731.305	Section(s) Referenced by § 731.305	AT&T Illinois Response
<p>(a) A comprehensive set of wholesale measures and standards covering all necessary parts of a carrier's interaction with its wholesale customers. These measures and standards should include, but not be limited to, the following activities: pre-ordering, ordering, provisioning, maintenance and repair, billing, and change management. (See § 731.310.)</p>	<p>§ 731.310: The types of service to be covered for a Level 1 carrier shall include, but not be limited to, wholesale service covered in the carrier's preexisting plan.</p>	<p>AT&T Illinois' Proposed WSQ Plan includes the following activities: pre-ordering, ordering, provisioning, maintenance and repair, billing and change management. These are the same services included in AT&T Illinois' Current WSQ Plan.</p>

**AT&T Illinois' Wholesale Service Quality Plan
 Compliance With Section 731.305 - 83 IL Adm. Code 731**

Section 731.305	Section(s) Referenced by § 731.305	AT&T Illinois Response
<p>b) Fully defined business rules on a per measure basis that are sufficient to describe what is being reported by the measure. Business rules shall include an applicable title, detailed definition, any exclusions, applicable standards or benchmarks, levels of disaggregation, and the specific calculation methodology used by the carrier. (See § 731.315.)</p>	<p>§ 731.315 The specific measures and standards included in each wholesale service quality plan shall be as determined by the Commission pursuant to § 731.505.</p> <p>§ 731.505(b): b) Basis for approval. In approving a wholesale service quality plan for each carrier, the Commission shall address and consider eight general plan requirements.</p>	<p>§ 731.305(b): AT&T Illinois' Proposed WSQ Plan includes business rules with an applicable title, detailed definition, any exclusions, applicable standards or benchmarks, levels of disaggregation, and the specific calculation methodology. See Exhibit 2, AT&T Midwest Performance Measurement User Guide Version 3.0, included with this filing.</p> <p>§§ 731.315 and 731.505(b): Seven of the eight requirements listed in § 731.505(b) ("ICC7") are similar to the five criteria ("FCC5 criteria") considered by the Commission when it found that the AT&T Illinois Section 271 Plan met with, and would serve, the public interest. See ¶ 3558 of the Commissions' May 13, 2003 order in Docket No. 01-0662. ("ICC 271 Order") That same plan became the Part 731 WSQ Plan on which the Proposed WSQ Plan is substantially based. The Proposed WSQ Plan reflects an evolution of those Plans based on collaborative discussions, negotiations and agreements reached between AT&T Illinois and participating CLECs.</p> <p>Note: The eighth ICC requirement does not correspond to any of the FCC5. See discussion below.</p>

**AT&T Illinois' Wholesale Service Quality Plan
 Compliance With Section 731.305 - 83 IL Adm. Code 731**

Section 731.305	Section(s) Referenced by § 731.305	AT&T Illinois Response
	§ 731.505(b): 1) Whether the plan contains articulated, pre-determined measures and standards that encompass a comprehensive range of carrier-to-carrier performance;	§ 731.505(b): 1) The Commission found that the Section 271 Plan complies with the second FCC criterion requiring “clearly articulated, pre-determined measures and standards, which encompass a comprehensive range of carrier-to-carrier performance.” See <i>ICC 271 Order</i> at ¶¶ 3543-3545 . Also see Exhibit 2, AT&T Midwest Performance Measurement User Guide version 3.0, included with this filing.
	§ 731.505(b): 2) Whether each measure has an articulated definition, or “business rule” that sets forth the manner in which the data are to be collected by the carrier, lists any relevant exclusions, and states the applicable performance standards;	§ 731.505(b): 2) The Commission found that the AT&T Illinois Section 271 Plan complies with the second FCC criterion requiring “clearly articulated, pre-determined measures and standards, which encompass a comprehensive range of carrier-to-carrier performance.” See <i>ICC 271 Order</i> at ¶¶ 3543-3545. Also see Exhibit 2, AT&T Midwest Performance Measurement User Guide Version 3.0, included with this filing.
	§ 731.505(b): 3) Whether the plan contains a mechanism that detects and sanctions non-compliant performance when it occurs on both an individual measure and aggregate basis;	§ 731.505(b): 3) The Commission found that the AT&T Illinois Section 271 Plan complies with the third FCC criterion requiring “a reasonable structure that is designed to detect and sanction poor performance when it occurs. See <i>ICC 271 Order</i> at ¶¶ 3546-3551. While aggregate results are no longer subject to assessments payable to the State in the Proposed WSQ Plan, the reporting of such performance continues in the same fashion, ensuring visibility of those results to the industry and the Commission.

**AT&T Illinois' Wholesale Service Quality Plan
 Compliance With Section 731.305 - 83 IL Adm. Code 731**

Section 731.305	Section(s) Referenced by § 731.305	AT&T Illinois Response
	<p>§ 731.505(b): 4) Whether the plan subjects the Level 1 carrier to potential monetary liability that provides an incentive to comply with the designated performance standards;</p>	<p>§ 731.505(b): 4) The Commission found that the AT&T Illinois Section 271 Plan complies with the first FCC criterion requiring “potential liability that provides a meaningful and significant incentive to comply with the designated performance standards.” See <i>ICC 271 Order</i> at ¶¶ 3536-3542. While assessments payable to the State have been eliminated in the Proposed WSQ Plan, “per occurrence” and “per measure” liquidated damages payment amounts have increased a minimum 28%, averaging 30%. Also, should performance for high-capacity UNEs not meet or exceed the standard, payments begin at the third-month-miss level, an increase of 420%.</p>
	<p>§ 731.505(b): 5) Whether liability under the plan’s enforcement mechanism would actually accrue at significant monetary levels when performance standards are missed;</p>	<p>§ 731.505(b): 5) The Commission found that the AT&T Illinois Section 271 Plan complies with the first FCC criterion requiring “potential liability that provides a meaningful and significant incentive to comply with the designated performance standards.” See <i>ICC 271 Order</i> at ¶¶ 3536-3542. As stated above, “per occurrence” and “per measure” payment amounts to CLECs have increased a minimum 28%.</p>
	<p>§ 731.505(b): 6) Whether the plan contains a self-executing mechanism;</p>	<p>§ 731.505(b): 6) The Commission found that the AT&T Illinois Section 271 Plan complies with the fourth FCC criterion requiring “a self-executing mechanism that does not leave the door open unreasonably to litigation and appeal.” See <i>ICC 271 Order</i> at ¶¶ 3552-3554. The Proposed WSQ Plan maintains this same self-executing reporting and payment process.</p>

**AT&T Illinois' Wholesale Service Quality Plan
 Compliance With Section 731.305 - 83 IL Adm. Code 731**

Section 731.305	Section(s) Referenced by § 731.305	AT&T Illinois Response
	§ 731.505(b): 7) Whether the plan provides for data to be accurate and it provides that the reported data are able to be audited;	§ 731.505(b): 7) The Commission found that the AT&T Illinois Section 271 Plan complies with the fifth FCC criterion requiring reasonable assurances that the reported data is accurate.” See <i>ICC 271 Order</i> at ¶¶ 3555-3557. The same features remain in the proposed plan.
	§ 731.505(b): 8) Whether the plan complies with the requirements set forth in Subparts B, C, D, and E of this Part, including but not limited to Section 731.305	§ 731.505(b): 8) This requirement does not relate to any of the FCC5 criteria. However, AT&T Illinois’ compliance filing being submitted pursuant to Section 721.205 provides the information necessary to show that AT&T Illinois’ wholesale service quality plan is in compliance with this ICC requirement.
c) Self-executing remedy provisions deemed sufficient to modify a Level 1 carrier’s actions in the event of noncompliance with the standards contained in the plan. (See § 731.320.)	§ 731.320. The remedy provisions included in the plan filed by a Level 1 carrier shall be consistent with . . . the remedy provisions included in such carrier’s preexisting plan. No changes may be made to the remedy provisions included in any plan approved by the Commission without the review and approval of the Commission	§ 731.305(b) and § 731.320: The remedy provisions included in the Proposed WSQ Plan are the same as the remedy provisions included in AT&T Illinois’ Section 271 Plan. As stated above in AT&T Illinois response for § 731.305(b), criteria 731.505(b) 4, 5 and 6, the Commission found in its <i>ICC 271 Order</i> that: (a) the AT&T Illinois Section 271 Plan has the potential liability that provides a meaningful and significant incentive to comply with the designated performance standards at ¶¶ 3536-3542; and (b) a self-executing mechanism that does not leave the door open unreasonably to litigation and appeal at ¶¶ 3552-3554.
d) Established benchmarks and standards on a per measure basis that set forth the minimum performance level the carrier intends to provide. (See § 731.315.)	§ 731.315. Each wholesale service quality plan shall include measures and standards consistent with the requirements of § 731.305(a).	§ 731.305(d) and § 731.315: As stated above in AT&T Illinois’ response for § 731.305(a), AT&T Illinois’ Proposed WSQ Plan includes the following activities: pre-ordering, ordering, provisioning, maintenance and repair, billing and change

**AT&T Illinois’ Wholesale Service Quality Plan
 Compliance With Section 731.305 - 83 IL Adm. Code 731**

Section 731.305	Section(s) Referenced by § 731.305	AT&T Illinois Response
		management.
	<p>§ 731.315: The specific measures and standards included in each wholesale service quality plan shall be as determined by the Commission pursuant to § 731.505.</p>	<p>§ 731.315: See AT&T Illinois responses to § 731.305(b) regarding § 731.505(1) and (2) requirements. Also see <i>ICC 271 Order</i> at ¶¶ 3543-3545.</p>
	<p>§ 731.315: No measures or standards may be added, modified, or deleted from a wholesale service quality plan approved by the Commission pursuant to Subpart E without the review and approval of the Commission</p>	<p>§ 731.315: Section 6.4 of AT&T Illinois’ performance remedy plan component of its Proposed WSQ Plan provides for the review of performance measures every six months. Any changes to the existing performance measures or remedy plan must be by mutual agreement of the parties and approval of the Commission. Should any disputes arise from this review, the dispute must be referred to the Commission for resolution.</p>
<p>e) Reporting policies and procedures so that all parties understand exactly when and how the Level 1 carrier will report data. (See § 731.325.)</p> <p>These policies and procedures shall also cover data and remedy restatements in addition to the regular monthly reporting of carrier performance.</p>	<p>§ 731.325. a) Each carrier’s wholesale service quality plan shall provide that the Level 1 carrier will report monthly data to the Commission and to each carrier purchasing wholesale service. At a minimum, the monthly data shall include the total number of transactions on a per measure basis, the number of instances in which standards contained in the Level 1 carrier’s wholesale service quality plan were not met on a per measure basis, and calculations supporting</p>	<p>§ 731.305(e) and § 731.325(a) and (b): Section 1.0 of AT&T Illinois’ Proposed WSQ Plan states that AT&T Illinois will provide CLECs with a monthly report of performance for the performance measures included in the AT&T Midwest Performance Measurement User Guide (“business rules”). This monthly data includes the total number of transactions on a per measure basis, the number of instances in which standards were not met on a per measure basis, and calculations supporting any remedies paid pursuant to the wholesale service quality plan. Proprietary data are</p>

**AT&T Illinois' Wholesale Service Quality Plan
 Compliance With Section 731.305 - 83 IL Adm. Code 731**

Section 731.305	Section(s) Referenced by § 731.305	AT&T Illinois Response
	<p>any remedies paid pursuant to the wholesale service quality plan. Although aggregate data must be made available to the Commission and all carriers purchasing wholesale service, carrier specific data shall only be made available to the Commission and carriers for their own (i.e., the purchasing carrier's) business transactions.</p> <p>b) Each carrier's wholesale service quality plan shall indicate the process it will follow each month for reporting, including, without limitation, the date performance data and remedy amounts will be available. The reporting process shall also include the timelines and procedures the carrier will follow when making data or remedy restatements.</p>	<p>password protected.</p> <p>Section 9 of the Proposed WSQ Plan addresses the posting of results and provision of liquidated damages to CLECs. Performance reports are due by the last business day of the month following actual performance. CLECs can ask the Commission to review any restated data. Payment is made by either check, bill credit or other direct payment method on or before the last business day of the month following the due date of the performance report for the month in which the obligation arose. Section 9.5 provides for publication of monthly reports and the business rule on an Internet website ("CLEC OnLine").</p> <p>Section 8.9 of the Proposed WSQ Plan requires AT&T Illinois to provide information regarding any "restatement" of previously reported data on the CLEC OnLine web site. Section 8.10 requires AT&T Illinois to restate results as soon as possible for a period not to exceed the three months prior to the month for which results have been most recently reported.</p>
<p>f) A review process scheduled at regular intervals (i.e., month) by which parties may propose changes to the performance measures contained in the wholesale service quality plans as changes occur in the industry.</p>		<p>§ 731.305(f): Section 6.4 of AT&T Illinois' Proposed WSQ Plan provides for the review of performance measures every six months. Any changes to the existing performance measures or remedy plan must be by mutual agreement of the parties and approval of the Commission. Should any disputes arise from this review, the dispute must be referred to the Commission for resolution.</p>

**AT&T Illinois' Wholesale Service Quality Plan
 Compliance With Section 731.305 - 83 IL Adm. Code 731**

Section 731.305	Section(s) Referenced by § 731.305	AT&T Illinois Response
<p>g) Audits scheduled at regular intervals (i.e., annually, biannually) to ensure that the data reported by the carrier is valid, reliable and adheres to the published business rules. (See § 731.330.).</p> <p>The carrier must retain for three years, for purposes of regular audits, the original source data used to calculate the performance measurement results in its original, raw, or unmodified form. Regular audits shall validate both the measure data being reported as well as the remedy calculations.</p>	<p>§ 731.330(a):</p> <p>a) Each wholesale service quality plan approved by the Commission shall comply with the requirements of § 731.305(g). All plans must also provide for periodic audits of the wholesale performance data by an independent auditing firm, include the frequency and scope of the required audits, and indicate responsibility for payment of audits. Audits shall be provided for the measures being reported, as well as for any remedy payments.</p> <p>Level 1 carriers shall follow the auditing requirements set forth in their respective wholesale service quality plans. Each plan shall provide for Commission initiated audits, pursuant to § 8-102 of the Act [220 ILCS 5/8-102], as well as audits initiated by requesting carriers. Payment for Commission-initiated audits shall be pursuant to § 8-102 of the Act.</p>	<p>§ 731.305(g) and § 731.330(a):</p> <p>Section 6.4 of AT&T Illinois' Proposed WSQ Plan includes expansion of the CLEC-initiated audit provisions approved by the Commission in its <i>ICC 271 Order</i> for AT&T Illinois' Section 271 Plan. <i>See ICC 271 Order at ¶¶ 3555-3557.</i></p>
	<p>§ 731.330(b):</p> <p>b) Level 1 carriers shall retain all records required to support wholesale performance relative to this Part for at least three years. Audits are necessary to ensure that data reported by the carriers are valid and reliable and that they adhere to the carrier's filed plan.</p>	<p>§ 731.330(b):</p> <p>AT&T Illinois does retain reported performance results, as well as the underlying detail data, for three years. Additionally, Section 1.1 of the Proposed WSQ Plan allows CLECs to request data files of their individual data and this data is deemed to be Proprietary Information. AT&T Illinois also posts this detail data on the web site, CLEC On-Line. This information is password protected.</p>