4. Non-Discriminatory Access to OSS.

The term "operations support systems" ("OSS") refers generally to the "systems, databases, and personnel used by incumbent LECs to provide service to their customers." Kansas & Oklahoma 271 Order, ¶ 104. The FCC requires a BOC to provide requesting carriers nondiscriminatory access to its OSS so they can "formulate and place orders for network elements or resale services, . . . install service for their customers, . . . . maintain and repair network facilities, and . . . bill customers." Id. "For OSS functions that are analogous to those that a BOC provides to itself, its customers or its affiliates, the nondiscrimination standard requires the BOC to offer requesting carriers access that permits competing carriers to perform these functions in 'substantially the same time and manner' as the BOC." Id. Where there is no retail analog, the BOC must offer access "sufficient to allow an efficient competitor a meaningful opportunity to compete." Id.

The FCC takes a two-step approach to analyzing OSS compliance. The first step is to determine whether the BOC has made its OSS available to requesting carriers – that is, whether the BOC "has developed sufficient electronic (for functions that the BOC accesses electronically) and manual interfaces to allow competing carriers equivalent access to all of the necessary OSS functions." Id. ¶ 105. The second step is to determine whether the OSS are operationally ready, as a practical matter: *i.e.*, "whether the BOC's OSS is handling current demand and will be able to handle reasonably foreseeable future volumes." Id. "The most probative evidence that OSS functions are operationally ready is actual commercial usage in the state for which the BOC seeks 271 authorization." Id. In addition, the FCC may consider "the results of carrier-to-carrier testing, independent third-party testing, and internal testing." Id.

We follow the FCC's two-step approach here. In this phase of the proceeding, we describe the electronic and manual interfaces Ameritech Illinois offers for each OSS function,

along with the extensive efforts Ameritech Illinois has made to address operational concerns and ensure operational readiness. In Phase II we will describe the results of commercial performance and of the third-party test of OSS that is now underway. Thus, the issue here is whether Ameritech Illinois "has developed sufficient electronic . . . and manual interfaces to allow competing carriers equivalent access to all of the necessary OSS functions" (id. ¶ 105), subject to review of the results of "actual commercial usage" and "the results of carrier-to-carrier testing, independent third-party testing, and internal testing" in Phase II.

As we demonstrate below, the answer to that question is clearly "yes." Ameritech Illinois presented extensive evidence documenting (i) the electronic and manual interfaces offered for each of the five OSS functions (sections a – e), (ii) the supporting resources Ameritech Illinois provides to CLECs (section f), and (iii) the agreed "change management" process Ameritech Illinois has in place to implement OSS updates and enhancements (section g). And throughout each section, we describe the extensive efforts Ameritech Illinois has made to address CLEC concerns. There is little real dispute as to that *prima facie* showing. Quite the contrary: in the business world, CLECs themselves have already tested – and are making ample commercial use of – the interfaces and resources offered them.

Take, for example, AT&T. In June of 2001, AT&T trumpeted plans to enter the local market in Michigan, where it would use OSS interfaces substantially similar to those offered in Illinois. Tr. 1648-50 (Willard); id. at 1649 ("It's my experience that Ameritech's systems . . . [are] generally set up on a regional basis"). AT&T's Chairman promised that "AT&T would not enter on a large scale until it can assure customers that Ameritech's systems will allow customer data to be exchanged quickly and accurately." Am. Ill. Cross Ex. 25. AT&T then subjected those systems to a thorough test, which it called the "Michigan Market Entry Trial." At the

hearing, AT&T Witness Willard described that trial as "a test drive of Ameritech's OSS where AT&T essentially built the major portions of the electronic data interchange platform . . . and attempted to send certain order types and activity types that are critical to entering the market over that interface." Tr. 1656. The test lasted from September through December 2001. AT&T Ex. 8.0 (Willard Direct) at 39.

Plainly, AT&T's testing confirmed that it *could* "assure customers that Ameritech's systems will allow customer data to be exchanged quickly and accurately," as its Chairman pledged (Am. Ill. Cross Ex. 25), because in February 2002 AT&T announced that it *had* entered on a large scale and "begun offering Michigan consumers currently served by SBC Ameritech a new choice for residential local phone service." Am. Ill. Cross Ex. 26. And it did so using Ameritech Michigan's OSS to order unbundled network elements. Tr. 1650 (Willard). Within two months, AT&T announced that it "already has more than 50,000 households using its local service plans" (Am. Ill. Cross Ex. 27); by June 2002, AT&T's Chairman announced that the figure had topped 100,000 (Am. Ill. Cross Ex. 29).

AT&T repeated the exact same pattern – a high-profile announcement of plans to enter the market, followed by thorough OSS testing, followed by active commercial use – in Illinois. On April 22, 2002, AT&T's senior vice president announced that it planned to enter the Illinois local service market by using unbundled network elements, and that it was "aggressively testing systems interfaces with SBC Ameritech" to that end. Am. Ill. Cross Ex. 27. As AT&T Witness Willard elaborated, AT&T was then testing the "LSOG 4.2" version of the ordering interface. Tr. 1666. As in Michigan, AT&T must have been satisfied with the results, because less than two months later AT&T "fulfill[ed] the promise we made in April to enter the residential local phone market in Illinois." Am. Ill. Cross Ex. 28. Once again, AT&T's entry strategy was

founded on Ameritech Illinois' UNEs, obtained via Ameritech Illinois' OSS interfaces. Tr. 1676-77. At the same time, AT&T announced that it was "up and running in Ohio" (Am. Ill. Cross Ex. 29) using Ameritech Ohio's OSS interfaces to obtain Ameritech Ohio's UNEs (Tr. 1676-77 (Willard)).

Multi-national companies like AT&T do not develop – and then publicly unveil – business plans that depend on another company's OSS interfaces, unless they have confidence that those interfaces are both available and reliable. Indeed, AT&T's own witness – who participated in his employer's decisions to enter the Ameritech markets (Tr. 1702-03) – testified in bold capital letters that "reliable OSS are critical to market entry" (AT&T Ex. 8.0 (Willard Direct) at 7) and are thus an "important" consideration in AT&T's entry decisions (Tr. 1650). Thus, before entering, AT&T conducted aggressive testing of the OSS interfaces – and chose to enter the market using those interfaces. And AT&T is not alone. As described in Section I supra, numerous CLECs have done the same, using Ameritech Illinois' OSS.

Given their real-world use of the interfaces and OSS functions that Ameritech Illinois currently provides, the commenters do not really contest the issue here: that Ameritech Illinois "has developed sufficient electronic . . . and manual interfaces to allow competing carriers equivalent access to all of the necessary OSS functions" (Kansas & Oklahoma 271 Order, ¶ 105), subject to review of the results in Phase II. Rather, they complain about Ameritech Illinois' performance (usually its speed) in performing those services. As shown below, many of those complaints either (i) relate to issues that have already been addressed by improvements to systems or corrections to procedures; (ii) are anecdotal accounts about a few unspecified orders that lack the specificity required to investigate or substantiate their existence and impact; or (iii) simply take observations and exceptions noted during the KPMG test process and attempt to

transform them into "conclusions" before the Commission has the benefit of seeing Ameritech Illinois' response or corrective action. All of them should be taken with a grain of salt, as the most relevant data – commercial entry and use of OSS – show that the CLEC complaints have not affected market entry.

But all of these complaints suffer from a common, deeper flaw. They are premature, in that they relate to issues that will be addressed in Phase II. Right now, complaints about performance lack *context*, and the FCC has made clear that context is controlling. The standard for OSS is nondiscrimination, not perfection. Thus, "[t]he determination of whether a BOC's performance meets the statutory requirements necessarily is a contextual decision based on the totality of the circumstances and information before us." New York 271 Order, ¶ 60. As the FCC has explained, a proper examination of performance looks at individual performance complaints in the context of performance as a whole and over time (Kansas & Oklahoma 271 Order, ¶¶ 31-32), and must also consider the BOC's efforts to investigate and resolve the issues. New Jersey 271 Order, ¶ 109 ("[W]e emphasize that our approval is based not only on the substantive explanations that Verizon has determined through detailed investigation, but also the thoroughness of the investigative process itself, which demonstrates Verizon's commitment to ensuring nondiscrimination"). Thus, the FCC has repeatedly rebuffed CLECs that sought to pronounce an entire group of OSS (which perform a wide range of functions for a large number of wholesale and retail customers, thousands or even millions of times every month) deficient on the basis of vague complaints about a single order or small group of orders. Id. ¶ 50 ("Mere unsupported evidence in opposition will not suffice."). As the FCC has confirmed, "isolated and marginal" disparities "are not competitively significant and do not indicate systemic discrimination." Connecticut 271 Order, ¶ 13.

To illustrate, consider the most prominent example: much of the testimony focuses on the "line loss notices" Ameritech Illinois issues to CLECs (or to itself) when a competing carrier takes their customer. Ameritech Illinois does not dispute that it experienced problems in delivering those notices. But it is equally indisputable that Ameritech Illinois conducted a thorough investigation, implemented corrective actions, kept CLECs and state commissions informed of progress, achieved significant improvement, and continues to monitor the situation. We believe that the line loss issues have now been resolved, but we do not contend, and the Commission need not find, that line loss notices are now perfect for all time. It is clear, however – considering the efforts made to date, the ongoing supervision of this issue by Ameritech Illinois, CLECs and the Commission in Phase II of this docket, and considering line loss notices in the context of all the other services Ameritech Illinois performs – that the issue is not significant enough to warrant a finding of noncompliance now. See Section II.B.4(b) infra.

a. Pre-Ordering

Pre-ordering "includes those activities that a carrier undertakes to gather and verify the information necessary to place an order." Kansas & Oklahoma 271 Order, ¶ 120. Ameritech Illinois offers CLECs two main electronic interfaces for pre-ordering. The first is EDI/CORBA, an industry standard gateway that can understand inquiries submitted in either of two languages (EDI and CORBA) promulgated by technical industry bodies. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MSC-1, ¶ 75. EDI/CORBA is an "application-to-application" interface: it allows a CLEC's electronic systems and software applications to communicate with their counterparts at Ameritech Illinois. Id. A CLEC can integrate the interface with its own electronic systems and with the ordering interface described below. Id. The majority of CLEC activity comes through this interface. Tr. 1259 (Cottrell) (describing EDI as "the primary driver for all traffic . . . for both pre-order and order").

Ameritech Illinois' second pre-order gateway is Enhanced Verigate, which was introduced in March 2001 and which is modeled on the Verigate (Verification Gateway) interface used by Southwestern Bell. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MSC-1, ¶ 79. Enhanced Verigate is a Graphical User Interface ("GUI"). Instead of communicating with a CLEC's electronic systems the way an application-to-application interface would, Enhanced Verigate accepts commands from CLEC representatives working on computer screens, just like well-known personal computer programs do. Id. ¶ 78. It uses plain-English displays and is based on the same design that is used for Internet web browsers. Id. This interface is thus suited for carriers (typically, smaller or newer CLECs) that do not have or wish to develop their own electronic applications for pre-ordering. Id. At the same time, Enhanced Verigate gives CLECs access to the same information that is available through EDI/CORBA. Id. ¶ 74.

Both interfaces respond in "real time" – that is, the CLEC representative can retrieve information while talking with an end user – and both allow requesting carriers access to the same information and functions available to Ameritech Illinois' retail representatives (id. ¶¶ 72-74), and to the same functions identified by the FCC in prior orders under section 271. A requesting carrier can thus verify the customer's address, look up the customer's service record and directory listings, find out what features and services are available to the customer, pick and reserve a telephone number, determine the need for a field dispatch to install service, obtain a due date for installation, and obtain information (such as the Network Channel Interface) for ordering unbundled access. Id. ¶ 70. Requesting carriers can also determine on-line whether the end user's loop will support DSL service (*i.e.*, obtain information on the loop's characteristics), id. ¶ 74, a capability we discuss further in Section II.D.2(a) below.

Integration. As part of its assessment, the FCC considers whether a BOC allows carriers to integrate pre-ordering information into the ordering process and into their own systems. Texas 271 Order, ¶ 152. "[A] BOC has enabled 'successful integration' if competing carriers may, or have been able to, automatically populate information supplied by the BOC's pre-ordering systems onto an order form . . . that will not be rejected by the BOC's OSS systems." Id. Ameritech Illinois' EDI/CORBA pre-order interface is designed to be integrated with the EDI order gateway described below to form a seamless pre-order/order system, and it can also be integrated with CLEC systems that use either one of the two industry standard formats, EDI and CORBA. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶ 75. Moreover, at WorldCom's request, Ameritech Illinois modified EDI/CORBA to provide address information in a "parsed" format (divided into individual data fields) that corresponds to (and can thus be used to fill out) the order form. Id. ¶¶ 98-99. Ameritech Illinois has also modified its pre-ordering and ordering

systems and formats to synchronize fields common to both interfaces. Id. ¶ 101. These features go above and beyond the systems the FCC found compliant in Texas. Texas 271 Order, ¶ 154.

GUI Issues. Most of the CLEC comments in this area relate to the performance of the Verigate "GUI." AT&T claims the GUI was slow and unstable when it was first deployed in March 2001 (AT&T Ex. 4.0 (Van de Water Direct) at 4-7). Those issues were resolved (Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 39-40), and Ameritech Illinois implemented additional corrective measures after the April 2002 OSS release (Tr. 1257-58 (Cottrell)). Vertex alleged that the GUI was not integrated with the ordering interface, as customer service records did not reflect recent order activity (Mintz Direct, at 3). In reality, the interfaces *are* integrated, and the issue is merely one of timing (a short delay in updating records for certain orders that require error correction in the billing process). Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 41-42. McLeodUSA alleged that the GUI did not provide address validation for Centrex (MTSI Ex. 4.0 (Sprague Direct) at 4). In reality, address validation was and is available, but McLeodUSA was trying to perform that function via the Customer Service Inquiry, and in any event the CSI issue was resolved with the April 2002 release. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 38-39.

The Commission can assess the materiality (or immateriality) and status of these performance issues in Phase II of this proceeding. More importantly, the Commission should keep such allegations in the proper perspective. The GUI is only one option for pre-ordering. Most pre-order inquiries today go through the separate, industry standard EDI/CORBA interface, and allegations about the GUI have no bearing on the majority of commercial activity. Tr. 1259 (Cottrell); see also Texas 271 Order, ¶ 180 n.489 ("We place greater weight on the flow-through capability of [the] EDI interface than we do on the less-sophisticated LEX graphical user interface because EDI is an industry-standard application-to-application interface").

b. Ordering

As with pre-ordering, Ameritech Illinois offers two alternative interfaces to submit local service requests. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶ 112. The first is an application-to-application interface based on EDI, which can be used either on a standalone basis or coupled with the EDI/CORBA pre-order interface described above. Id. ¶ 114. In March 2001, Ameritech Illinois updated the EDI interface in accordance with version 4 of the Local Service Ordering Guidelines ("LSOG 4"), which are promulgated by the industry's Ordering and Billing Forum. Id. ¶¶ 114-115. The second order interface is Enhanced Local Exchange (Enhanced LEX), a Graphical User Interface modeled on Southwestern Bell's LEX system but enhanced so that CLECs can access it using a commercial Internet Web browser program. Id. ¶¶ 120-21. Some carriers submit orders manually (*e.g.* by facsimile) through the Local Service Center. Id. ¶ 112; Am. Ill. Ex. 2.0 (Brown Direct) Sch. JWB-1,¶ 29.

Firm Order Confirmations. Ameritech Illinois reviews carriers' orders for completeness, proper content, and format. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶¶ 131, 135. Once a valid, firm order is accepted for processing, Ameritech Illinois issues a Firm Order Confirmation ("FOC") to the requesting carrier. Id. ¶¶ 135, 146-148. The Commission can review the timeliness of these notices in Phase II.

AT&T's allegations about FOC performance provide a good illustration of why such allegations are premature. AT&T notes that KPMG issued an exception in its third-party test that stated FOCs were not timely for 12 UNE-Platform orders that were submitted in March 2002. AT&T Ex. 4.0 (Van de Water Rebuttal) at 8. But nine of these orders were submitted on March 19, when an isolated error caused several late FOCs, and that error was corrected on the same day. Am. Ill. Ex. 4.2 (Cottrell Surrebuttal) at 18.

Rejections. CLEC orders that are incomplete, inaccurate, or improperly formatted are returned to the requesting carrier electronically, along with a notice that identifies the reasons for rejection so the carrier can correct and resubmit its request. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶¶ 134, 136, 149. The FCC has properly recognized that "we will not hold a BOC accountable for rejects that occur for reasons within a competing LEC's control" (Kansas & Oklahoma 271 Order, ¶ 143). However, Ameritech Illinois offers extensive training and assistance to help CLECs submit accurate requests and thus avoid rejection in the first place. See Section II.B.5(f) infra. Further, to help CLECs avoid errors due to their submission of an order with an invalid end user address, Ameritech Illinois changed its ordering systems so carriers can submit most orders without an address, using alternative means to identify the location at which Ameritech Illinois is to install service. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶ 151.

The sole dispute regarding order rejections at this stage of the proceedings comes from WorldCom, which claims that Ameritech Illinois improperly rejected orders to migrate a "line sharing" arrangement into a "line splitting" arrangement. Ameritech Illinois rebuts that allegation in Section II.D.2(d) infra.

Jeopardy Notices. Ameritech Illinois issues electronic "jeopardy" notices to CLECs if a condition in scheduling might cause it to miss the due date for installation. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶ 155. There is no dispute here regarding such notices; the Commission can review performance data – and the rate of actual missed due dates – in Phase II.

Completion Notices. Ameritech Illinois issues electronic notices of order completion ("service order completions" or "SOCs") to the requesting carrier once the physical work of installing service is complete and the order is registered as complete in Ameritech Illinois'

ordering and provisioning systems. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶¶ 145, 156. WorldCom claims that completion notices for some orders are "missing." WorldCom Ex. 3.0 (Lichtenberg Direct) at 3, 5-11. At the outset, the term "missing" is somewhat misleading: WorldCom uses it to refer to any situation in which it placed an order, does not have a record of receiving a SOC, and has asked Ameritech Illinois to investigate.

At any rate, WorldCom's own witness acknowledged that Ameritech Illinois has achieved significant improvement. See id. at 10. In particular, Ameritech Illinois devoted extensive time and effort to determine whether (and eliminate any possibility that) there was a systemic problem in the OSS software, and to investigate WorldCom's theory that orders were falling out in the translation process as occurred in New York. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 26; Am. Ill. Ex. 2.1 (Brown Rebuttal) at 7. As it turned out, the problem did not occur in the translation process, but instead occurred because certain errors were mistakenly not sent to the Local Service Center ("LSC") for review and correction. Id. Upon identifying the cause, Ameritech Illinois corrected it and the errors are now reported to the LSC for resolution. Id. Throughout the process of investigation and resolution, Ameritech Illinois provided WorldCom frequent updates as to its progress during conference calls and in correspondence. Id.; Tr. 1646-47 (Cottrell).

While the Commission can reach a final conclusion about the effectiveness of this solution in Phase II, it bears noting for now that the "missing SOCs" for March 2002 constituted less than 0.2 percent of WorldCom orders, and that current data shows less than 7 missing SOCs

per day, a far cry from WorldCom's assertion that the issue affects 200 orders per day. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 27 & Sch. MC-4; Am. Ill. Ex. 4.2 (Cottrell Surrebuttal) at 13-14.[18]

"Line Loss" Notices. The preceding sections describe the notices that Ameritech Illinois provides to the carrier that places an order for local service, either because that carrier has "won" a new customer or because it wants to provide some new service to an existing customer. One carrier's win may be another carrier's loss. A CLEC's end user might leave its existing carrier for another CLEC (a situation described as a "CLEC-to-CLEC migration") or for Ameritech Illinois (a situation often called a "win-back"). If the losing carrier served the end user solely by using Ameritech Illinois' facilities (by resale or the UNE Platform), Ameritech Illinois provides that carrier with a line loss notice ("LLN"), also called an "836" (the code that designates the electronic transaction used) after the winning carrier's order has been processed. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 2.[19] That notice informs the losing carrier of its loss.

The system that generates LLNs is called MOR/Tel. That system interacts with the electronic interfaces through which CLECs place orders with and receive notices from Ameritech Illinois. Am. Ill. Ex. 2.1 (Brown Rebuttal) at 2-3; see also Am. Ill. Ex. 4.0 (Cottrell Direct), Sch. MJC-1, ¶¶ 132-136 (for general information on MOR/Tel and the related system

---

[18] WorldCom also asserts that a SOC may be sent too soon -- before the physical work of completing the order is done. WorldCom Ex. 3.0 (Lichtenberg Direct) at 18-20. It is theoretically possible that this could occur, if the technician doing the work believes it is done and issues a completion notice, but turns out to have been incorrect. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 26. The possibility of some human error does not reflect any systemic problem (id.), but the Commission can reach its own conclusion as to the significance of the issue in Phase II.

[19] If the CLEC used some facilities of its own to provide service (for example, if the CLEC obtained an unbundled loop from Ameritech Illinois but used the loop in conjunction with its own facilities), it would automatically be informed of the loss by its involvement in disconnecting its own facilities, and no separate notice is necessary. See Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 2. By contrast, a CLEC that uses resale or the UNE platform has no facilities of its own to disconnect; because Ameritech Illinois alone handles the disconnection, it informs the losing CLEC that the disconnection has occurred. Id.

"MOR.") MOR/Tel matches completion notices for installations against "disconnect" orders. If it finds a match, MOR/Tel knows that the disconnection resulted from an end user's decision to change carriers and thus determines that an LLN should be sent. Am. Ill. Ex. 2.1 (Brown Rebuttal) at 2-3. The process for issuing LLNs is nondiscriminatory. As a result of the Commission's order in Docket No. 02-0160, Ameritech Illinois' retail operations now rely exclusively on LLNs for their line loss information.[20]

This aspect of the ordering process has received by far the most attention of any issue in the OSS-related testimony. In the latter half of 2001, Ameritech Illinois and its affiliates learned that they were not providing some notices (most of them were related to activity in 2001) on a timely basis. They assembled a "cross-functional team" to investigate, address, and resolve LLN issues, with representatives from Industry Markets, Product Management, Information Technology, Account Management, and the Local Service Center. The team undertook an "end to end" analysis of the entire ordering process (both the relevant electronic systems and manual procedures) to identify the source of the problem. Tr. 1252-1253 (Cottrell); Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 3-4.

All the while, the cross-functional team monitored (and continues to monitor) day-to-day LLN performance in detail. The team consists of four groups: (1) a "Re-flow" group corrects and re-sends any individual notices that contain errors; (2) a "Resolution" group develops and

---

[20] Prior to the Commission's order, Ameritech Illinois' retail operations did not receive the 836 form. This was done out of an abundance of caution, as the form's original design contained a field that might have told Ameritech Illinois' retail operations which CLEC had won the customer. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 6. Instead, Ameritech Illinois received a separate list generated by its downstream systems based on a review of all disconnect and change activity for retail accounts. Id. at 7. The list was not received until the fourth business day after completion of the related orders – much later than the turnaround MOR/Tel is designed to give. Id. The Commission's Order in Docket No. 02-0160 required Ameritech Illinois' retail operations to immediately discontinue use of this list and rely exclusively upon LLNs until the same list was provided to CLECs. Am. Ill. Ex. 4.2 (Cottrell Rebuttal) at 6-8.

implements corrective measures to prevent a recurrence of such errors; (3) an "Analysis" group categorizes errors to identify any process issues; and (4) a group responsible for overall supervision of the LLN function. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 4. Team members reviewed reports of service order and LLN activity on a daily basis. Id. These reports include a "Happy Report" of LLNs issued within 24 hours of order completion and an "Unhappy Report" of LLNs issued over 24 hours after completion. Id. at 3-4 and Sch. MC-2 Part 5 at 5-6; Tr. 1076-1077 (Cottrell).

Ameritech Illinois' investigation revealed that some service representatives had not properly followed methods and procedures in two situations. In both instances, Ameritech Illinois (1) immediately instructed the appropriate personnel on proper procedure on an interim basis, (2) identified and issued LLNs that had not previously been issued, and (3) enhanced its electronic systems or procedures to resolve the problem permanently. In addition, Ameritech Illinois identified a situation in which LLNs were properly issued, but did not provide complete or accurate information; this too was corrected. Although all of these enhancements have been implemented, and current data shows that they are working, the cross-functional team remains in place until resolution of the line loss notice issue has been verified by the various state commissions.

The first situation arose solely for "winbacks" by Ameritech Illinois. As described above, LLNs are generated when MOR/Tel finds that a disconnect order matches the completion notice from the service order system and the disconnect results from an end user's decision to migrate to another carrier. In a CLEC-to-CLEC migration, the MOR/Tel record is automatically created as part of processing the winning carrier's order (which typically goes through one of the electronic ordering interfaces), so MOR/Tel automatically has a record to match with

disconnects. Am. Ill. Ex. 2.1 (Brown Rebuttal) at 3. Retail orders, however, do not pass through the interfaces CLECs use; thus, the retail organization would fax its winback orders to the Local Service Center, which was then supposed to enter an electronic placeholder that MOR/Tel could use to match with the related disconnect. Id. In some cases, however, the LSC did not create the placeholder prior to the completion of the order. Id. The order was still processed in accordance with the wishes of the end user and the winning carrier (Ameritech Illinois), and service to the end user was not affected, but there was nothing to tell MOR/Tel to send an LLN to the end user's previous carrier. Id.

As soon as this issue was identified, the LSC immediately instructed its service representatives to establish the MOR/Tel placeholder records on a timely basis. Id. at 3-4. Ameritech Illinois then developed electronic programs to locate all previously unmatched disconnect orders, and issued LLNs to the appropriate carriers. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) Sch. MC-2 Part 1 (Verified Statement of Cottrell) at 4. And on April 24, 2002, Ameritech Illinois implemented a permanent solution: a systems enhancement that allows the electronic systems to generate LLNs automatically, without need for the previous placeholder. Id. at 5; Am. Ill. Ex. 4.2 (Cottrell Surrebuttal) at 2.

The second issue related to CLEC to CLEC migrations – and in particular, those in which the losing carrier used one product (*e.g.*, resale) to serve the end user while the winning carrier used a different product (*e.g.*, the UNE Platform). Am. Ill. Ex. 2.1 (Brown Rebuttal) at 4. The Local Service Center assigns representatives to specialized work groups that focus on orders for a particular product or service (for example, one group handles resale while another handles the UNE Platform). Id. Thus, a representative from one group would enter the "disconnect" order for the existing service while a different representative from a different group would enter the

"new service" order for the winning carrier. Id. The procedures for coordinating these activities were unclear, and in some cases, the service representatives did not enter all of the information that MOR/Tel uses for matching disconnect and new service orders. Id. The missing information did not affect processing of the order: the end user got the service it requested, the winning CLEC got the end user it had won, and it received a completion notice to tell it the order was complete. Id. at 4-5. The problem was that the losing CLEC did not receive an LLN. Id. As soon as this issue was identified, all affected service representatives received additional instruction as to proper order entry. Id. at 5. Ameritech Illinois then developed and implemented new procedures in March 2002 so that the same LSC service representative would handle both halves of these orders: the request for new service and the disconnection of the old. Id. As with the win-backs described above, Ameritech Illinois used computer programs to locate unmatched disconnects and issued the LLNs. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) Sch. MC-2 Part 1 (Verified Statement of Cottrell) at 5.[21]

A third situation did not affect the actual issuance of the LLN, but its content. In some cases, an end user might transfer some (but not all) of its lines to another carrier, a situation that is described as a "partial migration." Ameritech Illinois' systems processed a partial migration as if it were a disconnect for all the existing lines coupled with two new service orders: one for the lines going to the new carrier, and one for the lines that will remain with the old carrier. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) Sch. MC-2 Part 5, at 2-3. In such cases, MOR/Tel issued an LLN

[21] As WorldCom points out (WorldCom Ex. 3.0 (Lichtenberg Direct) at 13), Ameritech Illinois identified a scenario under which an LLN would not be sent, or would be sent to the wrong carrier, if an LSC service representative incorrectly entered certain ordering codes on a UNE Platform order. Am. Ill. Ex. 2.1 (Brown Rebuttal) at 5-6. Ameritech Illinois' data shows that this occurs for less than 0.05 percent of CLEC orders (Am. Ill. Ex. 4.2 (Cottrell Surrebuttal) at 6). At any rate the LSC has reviewed proper coding with its service representatives and has dedicated a group of representatives to quality control reviews of UNE Platform orders, including the specific codes at issue. Am. Ill. Ex. 2.1 (Brown Rebuttal) at 5-6.

to the losing carrier, as it should, but incorrectly informed the losing carrier that it had lost all of its lines. Am. Ill. Ex. 4 (Cottrell Rebuttal) at 9. In effect, MOR/Tel recognized the disconnect portion of the order and provided an LLN reflecting that portion, without considering the portion of the order that established a new account for the lines remaining with the existing carrier. Id. Sch. MC-2 Part 5, at 2-3. Ameritech Illinois implemented a programming change in May 2002, so that MOR/Tel would consider the order as a whole and issue an LLN only for those lines that actually changed carriers. Id.

The final LLN enhancement (a follow-up to an earlier programming change) was implemented on June 3, 2002. Am. Ill. Ex. 4.2 (Cottrell Surrebuttal) at 2. As Mr. Cottrell testified at the hearing, data for the two weeks following that enhancement shows that Ameritech Illinois is now issuing over 99 percent of LLNs within 24 hours of order completion. Tr. 1069.

Throughout this process, Ameritech Illinois and its affiliates provided frequent, detailed updates to CLECs and to state commissions to keep them apprised of the issue's status and of progress towards a full resolution. These updates included a two-day regional workshop on LLN issues hosted by Ameritech Illinois in March 2002, an Accessible Letter posted on the CLEC website to summarize the workshop presentation (AT&T Cross Ex. 4), and a series of progress reports filed with the Michigan Public Service Commission (copies of which are provided at Am. Ill. Ex. 4.1 (Cottrell Rebuttal) Sch. MC-2).

Ameritech Illinois believes this marks the resolution of this issue. Although there may be some disagreement or uncertainty among the other parties as to whether all LLN issues have been completely resolved for all time, that is not the issue here. Ameritech Illinois' cross-functional team continues to monitor the process and will stay in place until the various state commissions are satisfied that LLN issues have been adequately resolved. Tr. 1211 (Cottrell).

And the Commission will assess OSS performance in Phase II. For purposes of section 271, the FCC does not require perfection, nor does it require that all corrective actions be complete and their results verified with certainty for any particular period of time prior to the application date. See, e.g., Texas 271 Order, ¶ 284, 358; New Jersey 271 Order, ¶ 958 n.263 (finding that Verizon complied with checklist even though its reconciliation of completion notice data with one carrier was still in progress: "our finding of checklist compliance for OSS is based in part upon Verizon's procedures for working with competitors to address notifier and other OSS issues"). The question here is whether the LLN issue, taken in its proper context – that is, considering Ameritech Illinois' efforts to investigate and resolve the issue, considering OSS access as a whole, and considering the procedures that Ameritech Illinois and this Commission have in place to monitor the issue going forward in Phase II – affects Ameritech Illinois' *prima facie* showing that it "has developed sufficient electronic . . . and manual interfaces to allow competing carriers equivalent access to all of the necessary OSS functions." Ameritech Illinois has developed the required interfaces.

Flow-through. As described above, CLECs may access Ameritech Illinois' OSS electronically via interfaces that use standard formats. Flow-through refers to the translation of CLEC orders from the standardized format to the internal format used by Ameritech Illinois' downstream systems. Am. Ill. Ex. 2.0 (Cottrell Direct) Sch. MC-1, ¶ 135. For some order types, the interface is designed to translate the entire request electronically and send it downstream for processing; these orders are said to "flow through." Id. ¶ 133. For other order types, a complete electronic translation has not yet been developed (due to the complexity of the order or to the recent introduction or modification of the related product, among other reasons). Id. In those cases, the carrier's request is sent to the Local Service Center, where an Ameritech Illinois

representative types it directly into the downstream systems. Id.; Am. Ill. Ex. 2.0 (Brown Direct) ¶ 29. This is the same method Ameritech Illinois uses to enter its own retail orders. Tr. 535 (Brown).

The FCC does not require a BOC to flow through 100 percent – or any specified percentage – of CLEC orders. Indeed, the FCC has stated that it does not even "specifically require [a section 271 applicant] to provide data on its achieved flow-through rate to determine that [its] OSS are capable of offering high flow-through." Pennsylvania 271 Order, ¶ 48. Rather, the FCC has recognized that flow-through rates "are not so much an end in themselves" because a BOC's "overall ability to return timely order confirmation and rejection notices, accurately process manually handled orders, and scale its systems is more relevant and probative for analyzing [its] ability to provide access to its ordering functions than a simple flow-through analysis." New York 271 Order, ¶¶ 162, 163.

AT&T and WorldCom nevertheless contend that current flow-through rates are inadequate, while Vertex appears to complain about the fact that orders for two specific products (DS1 and DS3 loops) are not currently designed to flow through. AT&T Ex. 4.0 (Van de Water Direct) at 20-24; WorldCom Ex. 3.0 (Lichtenberg Direct) at 3, 11-14; Vertex (Mintz Direct) at 4-6. The Commission should follow the FCC's direction and not consider such complaints until it reviews overall OSS performance in Phase II. Moreover, the parties have already agreed upon, and the Commission has approved, a collaborative process to determine – as a group – the orders to receive priority in future flow-through improvements. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MC-1, ¶ 143. The Commission should reject Vertex's attempt to bypass that process and use this proceeding to declare "first dibs" on the orders it prefers.

Orders for Specific Products. The above discussion centers on the systems and processes for ordering. In a few instances, CLECs contend that these systems and processes are inadequate to support ordering for specific products or services. First, AT&T argues that the LSOG 4 and LSOG 5 versions do not permit an "as-is migration" from retail service to the UNE Platform: a scenario in which the end user wants to retain all his or her existing features and change only the carrier. AT&T Ex. 8.1 (Willard Rebuttal) at 20. But no one could seriously contend that CLECs are unable to obtain such migrations. The sheer volume of platforms they – and in particular AT&T – have obtained in recent months would conclusively refute any such assertion. AT&T's real complaint is about format: specifically, that the LSOG 4 and 5 order forms do not have a single box to check for an as-is migration, and the CLEC must instead check off the individual telecommunications services requested. This is because Ameritech Illinois cannot migrate *all* the services on an end user's account "as is": some services (such as voice mail or the Linebacker maintenance plan) are not telecommunications services and not part of the UNE Platform, and would not be transferred. Tr. 1260 (Cottrell). The order format used by Ameritech Illinois was developed on a collaborative basis as part of the Plan of Record for Illinois and the FCC, and it is designed to follow industry standards. AT&T does not contend that the current format for as-is migrations departs from industry standards or the Plan of Record, and given current order volumes, it cannot contend that the format prevents ordering.[22]

In the same vein, Z-Tel alleges that it encountered problems in ordering "blocking," a service that allows end users to prevent calls to "900" or "976" numbers from being made on their lines and thus avoid the charges associated with such calls. Z-Tel Ex. 1.0 (Walters Direct)

[22] Vertex's contention that Ameritech Illinois does not process orders for DS1 or DS3 unbundled loops is also a question of form rather than substance. Ameritech Illinois does process the orders. Vertex's real complaint is that the orders are not designed to flow through electronically. We addressed that complaint in our discussion of flow-through above.

at 13. However, in February 2002 Ameritech Illinois implemented a system enhancement to resolve the problem. Am. Ill. Ex. 4.2 (Cottrell Surrebuttal) at 20. Since then, Ameritech Illinois has reviewed several Z-Tel orders, and found no further systems problems in processing orders so long as they were correctly submitted. Id. On April 12, 2002, Z-Tel submitted a list of orders for investigation, and "blocking" worked on all but one of them. Ameritech Illinois is investigating the sole exception using standard follow-up procedures, but it appears to represent an isolated occurrence, not any systemic problem. Id. at 20-21. At any rate, the Commission can review this performance issue in Phase II.

"Single Order" Processes. For some products or services, Ameritech Illinois requires CLECs to submit more than one Local Service Request, with each separate LSR associated with a specific step in provisioning the order. WorldCom contests the three-LSR process that is currently used to convert a line sharing arrangement (ILEC provides voice service and CLEC provides data service on the same loop) to a line splitting arrangement (CLEC provides voice service and the CLEC, or a partnering CLEC, provides data service on the same loop).[23] WorldCom Ex. 3.0 (Lichtenberg Direct) at 15; Staff Ex. 1.0 (Hoagg Direct) at 51. See also Section II.D.2(c)-(d) infra for description of line sharing and line splitting. XO challenges the two-order process for converting a Special Access circuit to an unbundled loop (the first order is an Access Service Request to disconnect the existing circuit; the second is an LSR to install the loop). XO Ex. 1.0 (Barstow Direct) at 3-6; see also AT&T Ex. 8.1 (Willard Rebuttal) at 20-21.

---

[23] The three LSRs consist of: (1) a "disconnect" request for the UNE-P (disconnecting the loop from the port); (2) a "new connect" for the switch port (terminating the port to the designated point in the splitter); and (3) a "new connect" for the loop (terminating the loop to the designated point in the splitter). This interim process is consistent with the industry standard requirements for the actual work that is performed in this type of conversion, and is necessary until the single-LSR process is finalized. Tr. 387-389 (Chapman); Am. Ill. Ex. 3.0 (Chapman Direct) Sch. CAC-1, ¶¶ 89-91.

Both of these contentions suffer from a common failure. The FCC has never required incumbents to implement a single-order process for any product. To the contrary, it has approved 271 applications by applicants that used multiple-order processes, notwithstanding CLEC objections. Texas 271 Order, ¶¶ 198-200 (finding that SWBT provided nondiscriminatory provisioning of UNE Platform orders, notwithstanding use of a three-order process). In particular, the FCC has upheld the use of multiple-order processes for Special Access and line splitting conversions. See Kansas & Oklahoma 271 Order, ¶ 176 ("E.spire argues that SWBT's two-step process for converting access circuits to UNE pricing, which requires a requesting carrier to complete both an ASR and LSR, violates the rules set forth in the Supplemental Order Clarification governing EEL provisioning. We disagree."); New Jersey 271 Order, ¶ 135 ("AT&T claims that Verizon's [two-step] ordering process for line splitting is burdensome . . . . In addition, AT&T charges that this two-step process is discriminatory . . . . We reject these challenges, and find that Verizon's ordering process for line splitting in New Jersey allows efficient competitors a meaningful opportunity to compete.").

To be sure, the FCC has encouraged carriers to work together to resolve line splitting issues, including the CLECs' desire for a single order process. See Line Sharing Reconsideration Order, ¶ 21 ("[W]e encourage incumbent LECs and competing carriers to use existing state collaboratives and change management processes to address, among other issues: developing a single-order process for competing carriers to add xDSL service to UNE-platform voice customers"). Ameritech Illinois has complied with that recommendation: In fact, Ameritech Illinois is in the process of implementing a single-LSR process for converting an existing UNE-P arrangement into the UNEs necessary for line splitting. Tr. 382, 425 (Chapman). This, of course, means that Ameritech Illinois' three-LSR process is only an interim

solution that allows CLECs to engage in line splitting now, and that a single-order process will be in place by the time a section 271 application is filed with the FCC. Likewise, while converting access to a standalone loop requires two orders, Ameritech Illinois has implemented a single-LSR process for converting Special Access to the loop-transport combination known as an Enhanced Extended Link or "EEL." Am. Ill. Ex. 2.0 (Brown Direct) at 12-13; Am. Ill. Ex. 2.1 (Brown Rebuttal) at 16-19; Am. Ill. Ex. 2.1 (Brown Surrebuttal) at 11-12.

c. Provisioning

"Provisioning" refers to the process of completing a CLEC's order and providing the requested product or service. Provisioning of many CLEC services is coordinated by the Local Operations Center ("LOC"), which has almost 600 employees, more than 300 of whom are technicians assigned to provisioning activities (most of the rest handle maintenance). Am. Ill. Ex. 2.0 (Brown Direct) Sch. JWB-1, ¶¶ 20, 60. The FCC requires that "[a] BOC must provision competing carriers' orders for resale and UNE-P services in substantially the same time and manner as it provisions orders for its own retail customers," and also examines the timeliness and the quality of a BOC's provisioning efforts for other products and services that have no retail analog. New Jersey 271 Order at App. C, ¶ 37. The Commission will review provisioning performance in Phase II. Special procedures used in provisioning unbundled loops, including "hot cuts" (the basic process of transferring a loop from Ameritech Illinois to a CLEC) and "facilities modification" (when more work than a simple "hot cut" is involved), are addressed in Section II.D.1(b)-(c) of this brief.

Special Services. Special services are telecommunications circuits that require specific transmission parameters over and above those required for "plain old telephone service" or "POTS." They include, but are not limited to, high capacity UNEs and services (*i.e.*, DS1 and above). Am. Ill. Ex. 17.0 (Foster Aff.) ¶ 7. Ameritech Illinois has a dedicated group in its Network Organizations that is responsible for the installation, repair and maintenance of these high capacity (and other designed) telecommunications circuits. Id. ¶ 12. Mr. Foster testified that Ameritech Illinois uses the same procedures and systems for Special Services provided to CLECs as it uses for Special Services provided to its own retail unit. Id. ¶¶ 22, 27. No party to this proceeding raised any issue concerning Special Services.

d. Repair and Maintenance

Ameritech Illinois provides CLECs with nondiscriminatory access to its repair and maintenance functions, which CLECs may use to report trouble and request maintenance. As with the other OSS functions, Ameritech Illinois offers two alternative methods by which a CLEC may electronically report trouble: (1) Electronic Bonding & Trouble Administration ("EBTA"), an industry standard application-to-application method, and (2) a Graphical User Interface known as EBTA GUI. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶¶ 184, 186, 191. CLECs may also contact a technician at Ameritech Illinois' Local Operations Center (which is responsible for receiving maintenance trouble reports). Id. ¶ 183. The technician will then enter the trouble report into Ameritech Illinois' electronic systems. Am. Ill. Ex. 2.0 (Brown Direct) Sch. JWB-1, ¶ 88.

EBTA GUI allows carriers to perform the same functions that Ameritech Illinois' retail operations perform. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶¶ 184-85. Among other things, requesting carriers can (1) issue trouble reports, (2) conduct a Mechanized Loop Test, (3) determine the status of a previous trouble report, (4) view a list of open trouble reports, and (5) view a list of reports closed within the last 30 days. Id. ¶ 185. The alternative interface, EBTA, enables carriers to perform all but the last two functions.[24] Id.

Trouble Closure Codes and Trouble Identification Charges. Upon completing repair work, the Ameritech Illinois technician fills out a "ticket" with a "closure code" that indicates what the trouble was, what he or she did, and how the trouble was resolved. Id.; Am. Ill. Ex. 16.0 (Muhs Rebuttal) at 3-4. If the technician cannot find any service trouble, or finds that the

[24] The FCC found in the Texas 271 Order (¶ 203 n.565) that "a BOC is not required, for the purpose of satisfying checklist item 2, to implement an application-to-application interface [like EBTA] for maintenance and repair functions – provided it demonstrates that it provides equivalent access . . . in another manner," as Ameritech Illinois does via EBTA GUI.

end user's own premises equipment or a CLEC's equipment (as opposed to Ameritech Illinois' equipment) is responsible for the problem, the end user (or the CLEC serving that end user) is assessed a "trouble identification charge," to compensate Ameritech Illinois for the technician's time and labor.[25] Am. Ill. Ex. 16.0 (Muhs Rebuttal) at 4.

Ameritech Illinois relies on trouble closure codes to help manage its business, and takes such codes very seriously. Am. Ill. Ex. 2.1 (Brown Rebuttal) at 15-16. Thus, Ameritech Illinois has processes in place to help ensure their accuracy. First, its employees are required to read, understand and sign the Code of Business Conduct, which states that "Fraudulent or illegal conduct committed on or off the job" – including "oral or written misrepresentation of facts" – "may be grounds for disciplinary action, up to and including dismissal." Id. Next, CLECs can request a "vendor meet," where a CLEC representative and an Ameritech Illinois technician meet at the end user's location to investigate and resolve the trouble. Am. Ill. Ex. 2.1 (Brown Rebuttal) at 14. A CLEC using EBTA can also "deny closure" of the trouble ticket, which keeps the ticket open and requires Ameritech Illinois to investigate. Id. Ameritech Illinois also offers a "Close But Dispute" process, where a CLEC can allow the trouble ticket to close (because the trouble has been repaired), but can dispute the closure code and any associated charges. Am. Ill. Ex. 2.2 (Brown Surrebuttal) at 8.

Notwithstanding these controls, McLeodUSA and TDS allege that Ameritech Illinois technicians are mis-coding repair work, resulting in unwarranted trouble identification charges. McLeod/TDS Joint Ex. 1.0 (Cox Direct) at 6-8. Although they admit that they have no real

[25] Ameritech Illinois ordinarily does *not* assess such a charge, to a retail customer or to a CLEC, when there is no Network Interface Device installed at the premises, unless (1) Ameritech Illinois tells the CLEC that the problem is with the CLEC's equipment, (2) the CLEC nonetheless insists that a technician be dispatched anyway, and (3) the technician confirms that the problem was in fact attributable to the CLEC's facilities. Am. Ill. Ex. 16.0 (Muhs Rebuttal) at 7-8. See also Tr. 763 (Muhs).

evidence to support these claims, they suggest that the increase in such charges after mid-2001 provides "circumstantial evidence" of a problem. Id. at 6-7.

In reality, the situation is the exact opposite of the one suggested by McLeodUSA and TDS. Ameritech Illinois mistakenly *failed* to assess charges for certain trouble reports before mid-2001; the increase in such charges after that date reflects a return to accurate coding. Am. Ill. Ex. 16.0 (Muhs Rebuttal) at 4-6. The situation arose with respect to certain repairs completed shortly after installation. Ameritech Illinois connects service only as far the Network Interface Device ("NID"), because the NID marks the end of Ameritech Illinois' facilities and the limit of its direct responsibility. Id. at 5. (Telephones and other "premises equipment," and the wiring inside the end user's home or business that connects that equipment to the NID, belong to the end user.) In some situations, Ameritech Illinois received a trouble report after the initial installation indicating that the end user was out of service or that certain jacks did not work. Id. Some repair technicians were under the mistaken impression that Ameritech Illinois was required to perform installation work beyond the NID and would incorrectly code the reports as if the problem had been with facilities owned by Ameritech Illinois. Id.

The net result was that Ameritech Illinois technicians were doing *more* work than required and were doing it for free. Ameritech Illinois retrained its technicians on proper coding and required them to obtain specific managerial authorization to close trouble reports associated with resale or the UNE-P. Id. at 5-6. The consequence was a system with *more* accurate repair and maintenance billing, which ensured that CLECs were billed in some instances where they had previously not been billed. McLeodUSA and TDS did not dispute Ameritech Illinois' explanation for the increase in trouble identification charges in mid-2001. See McLeod/TDS

Joint Ex. 1.2 (Cox Surrebuttal) at 16 ("I accept Mr. Muh's explanation as to the timing of the change in trouble ticket coding policy.").

McLeodUSA and TDS also allege that repair technicians close trouble reports without really finding or fixing the problem. They provide no evidence to show any systemic problem, nor do they provide any specific incidents to investigate.[26] While some isolated mistakes are inevitable, carriers may take advantage of the procedures Ameritech Illinois has established to investigate any suspected mistakes: by re-opening the trouble report, using the "Close But Dispute" process, requesting a joint "vendor meet," or raising the issue with the LOC service manager. See Am. Ill. Ex. 2.1 (Brown Rebuttal) at 13-14; Am. Ill. Ex. 16.1 (Muhs Surrebuttal) at 5. Further, if a technician did incorrectly report trouble as resolved (an action that may very well lead to the technician's dismissal), the end user or the CLEC would inevitably report trouble again, requiring Ameritech Illinois to make a second visit. Ameritech Illinois has no incentive to waste time and money in that manner. In any event, closing trouble reports without really fixing the problem would lead to an increase in the rate of "repeat" trouble reports, which will be addressed in Phase II of this proceeding. Am. Ill. Ex. 16.0 (Muhs Rebuttal) at 7.

RCN similarly claims that technicians assign incorrect closure codes that do not accurately reflect the problem associated with a trouble report. RCN appears to be referring to a past misunderstanding regarding "vendor meets." See Am. Ill. Ex. 2.2 (Brown Surrebuttal) at 8-10. Before April 2002, notes taken during such meets were not automatically used to change

[26] McLeodUSA/TDS note that the "No Trouble Found" code occurs more often on wholesale service calls than for retail. See McLeod/TDS Joint Ex. 1.2 (Cox Surrebuttal) at 16. This, however, is to be expected. Ameritech Illinois works hard to avoid the cost of dispatching technicians, and asks retail customers a series of questions to try to isolate the cause of a problem before any technician is dispatched. Thus, Ameritech Illinois is sometimes able to trace a problem to the central office or to the end user's inside wire or premises equipment, and avoid a technician dispatch altogether. Some CLECs, however, may not devote the same resources to avoiding unnecessary dispatches. See Am. Ill. Ex. 16.1 (Muhs Surrebuttal) at 2-4.

original trouble closure codes, because Ameritech Illinois viewed them as only part of an informal, informational process. Id. As of April 2002, however, Ameritech Illinois enhanced the vendor meet process so it could be used as a formal mechanism to dispute and seek changes to closure codes. Id. Thus the closure code problem raised by RCN has already been addressed – as evidenced by the fact that RCN took the issue off "open" status in the CLEC User Forum. Id. at 10.

EBTA Issues. As noted above, Ameritech Illinois offers CLECs two electronic methods, EBTA and EBTA GUI, to issue trouble reports. A CLEC can also use EBTA and EBTA GUI to conduct a Mechanized Loop Test (Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶¶ 184-195), the same software product Ameritech Illinois' retail organization uses to test lines. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 45. WorldCom claims that it is "frequently" unable to run MLT. WorldCom Ex. 3.0 (Lichtenberg Direct) at 28. However, WorldCom gives no hint as to what it means by "frequently," and has failed to show that its experiences represent any sort of systemic problem or discrimination. In some cases a high demand for testing resources in the switch could prevent an MLT from completing. Am. Ill. Ex. 4.2 (Cottrell Surrebuttal) at 18. In this case, the user should simply resubmit the MLT. Id. In any event, WorldCom's claim concerns a performance issue that will be addressed in Phase II of this proceeding (thus far, KPMG has not issued an observation or exception, despite having completed a volume stress test of EBTA). See Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 45; Am. Ill. Ex. 4.2 (Cottrell Surrebuttal) at 18.

WorldCom also claims that EBTA does not "deliver the best available commitment date to repair out of service issues," because WorldCom can get faster appointments by calling the Local Operations Center (LOC). WorldCom Ex. 3.0 (Lichtenberg Direct at 29). However, even if true, WorldCom's complaint does not affect checklist compliance. EBTA provides WorldCom

repair appointment dates that are based on the same scheduling "clock" Ameritech Illinois uses for its own retail commitments, and nondiscrimination is all the checklist requires. See Am. Ill. Ex. 4.2 (Cottrell Surrebuttal) at 19. To be sure, if a CLEC contacts the LOC, the LOC will do its best to provide an earlier commitment date, but that just means that WorldCom receives *better* treatment than the checklist requires. Id.

Finally, WorldCom complains that it has experienced problems entering certain "codes" into EBTA which identify the type of trouble experienced. WorldCom complains that when it enters the code that indicates a feature failure (like call waiting or 3-way calling not working), the code is then changed in Ameritech Illinois' downstream systems. WorldCom Ex. 3.0 (Lichtenberg Direct) at 30. The EBTA interface uses codes established by an industry standards body. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 46. Ameritech Illinois' systems use a different code, so the code entered by WorldCom into EBTA must be translated into the code used by Ameritech Illinois' systems. Id. This conversion process, however, should not affect WorldCom. Id. If WorldCom is concerned, however, it can add comments in the "Additional trouble info" field to eliminate any ambiguity, and Ameritech Illinois' technicians are trained to read that additional information in resolving the customer's trouble. Id.

e. Billing

There are two principal functions involved in billing. The first relates to CLECs billing end users for telephone usage, and the information Ameritech Illinois provides to assist in that billing. The second relates to Ameritech Illinois billing CLECs for the wholesale products and services they obtain from Ameritech Illinois.

Usage. When an end user makes a phone call, the switch that routes the call also records the information for billing that call, such as the time, type (local, intraLATA toll, interLATA long distance) and length of the call. The end user's local carrier accumulates this information, bills the end user for the services the carrier provides itself (local and local toll calls), and bills other carriers (*i.e.*, long-distance carriers like AT&T) for access to the local network as applicable. In some cases, the switch belongs to Ameritech Illinois, but a CLEC uses that switch to serve its own end users (as occurs when the CLEC is reselling Ameritech Illinois service or leasing the UNE platform). In such situations, Ameritech Illinois passes the usage information to the CLEC so it can bill other carriers or its own end users. See Am. Ill. Ex. 7.0 (Kagan Direct) Sch. DK-1, ¶¶ 3, 16, 20.

The FCC requires a BOC to demonstrate "that it provides competing carriers with complete and accurate reports on the service usage of competing carriers' customers in substantially the same time and manner that a BOC provides such information to itself." New Jersey 271 Order at App. C, ¶ 39. Ameritech Illinois provides nondiscriminatory usage reports almost by definition, as it uses a single, integrated regional system to process usage data for retail, resale, and UNE-P end users. Am. Ill. Ex. 7.0 (Kagan Direct) Sch. DK-1, ¶ 17. That system provides Daily Usage Files to CLECs for use in billing their end users (and other

carriers). Id. ¶ 20. CLECs can choose to receive the file via magnetic tape or electronically over data lines in the industry-standard format. Id. ¶ 21.

Wholesale Bills. Ameritech Illinois also issues monthly bills to carriers. The FCC requires a BOC to provide "wholesale bills in a manner that gives competing carriers a meaningful opportunity to compete." New Jersey 271 Order at App. C, ¶ 39. Monthly bills are subject to quality control and testing procedures that go beyond those used for retail bills. Am. Ill. Ex. 7.0 (Kagan Direct) Sch. DK-1, ¶ 40. On each billing date (there are at least ten billing cycles each month) Ameritech Illinois representatives review bills for completeness and format. Id. ¶¶ 28, 29, 40. Monthly, Ameritech Illinois tests a sample of items to ensure that the rates for each product or service have been properly applied. Id. ¶ 40.

Ameritech Illinois' electronic systems also subject retail and wholesale orders to a number of edit checks at the billing stage, to help ensure bill accuracy. Am. Ill. Ex. 7.0 (Kagan Direct) Sch. DK-1, ¶¶ 36-38. The Local Service Centers have devoted a special Error Corrections team to resolve errors identified in this editing process, so that orders are posted before the billing cut-off (thus preventing double-billing, the concern expressed in the Michigan 271 Order, ¶¶ 200-203). Am. Ill. Ex. 2.0 (Brown Direct) Sch. JWB-1, ¶¶ 42-43. Team members review summaries of orders in this error status daily to identify priorities and ensure timely resolution. Id.

Billing Issues: Introduction. Several CLECs have raised issues related to the performance of certain aspects of Ameritech Illinois' billing systems, especially in connection with billing for intraLATA toll calls. As explained below and in the testimony of Mr. Muhs and Ms. Kagan, Ameritech Illinois has addressed those issues. But more to the point, the Commission need not consider them at this stage of the proceeding. The performance of

Ameritech Illinois' billing systems and processes will be evaluated as a whole in Phase II, and the Commission should evaluate performance as a whole then rather than looking at individual disputes in isolation now. See Pennsylvania 271 Order, ¶ 26 (evaluating CLEC bills in dispute as a percentage of the whole rather than discussing individual disputes); Massachusetts 271 Order, ¶ 99 (emphasizing importance of the results of the OSS test as opposed to individual CLEC claims). With that context in mind, we proceed to the specifics of the CLEC claims.

Switch Translation Issues. Three issues identified by the CLECs and addressed by Ameritech Illinois concern switch "translations": the programming within each switch that determines how to route and record a call. Am. Ill. Ex. 16.0 (Muhs Rebuttal) at 11-12. *Routing* translations determine what kind of call is passing through the switch (*e.g.*, whether it is a local, intraLATA toll, or long distance call). *Line* translations determine who the appropriate carrier is for each kind of call (*e.g.*, Ameritech Illinois, WorldCom). Id. at 9-10, 13-14.

The line translation issues arose in two narrow situations. In the first situation, an end user requested a change in his or her intraLATA toll carrier, or LPIC. If the end user happened to report trouble in the window of time after the change was processed but before Ameritech Illinois' billing records were updated, a verification process (known as Verify and Fix) that is conducted during maintenance would conclude that the line translation did not match the billing record, and it would automatically (but mistakenly) change the translation back to the previous carrier. Id. at 11. Ameritech Illinois fixed this problem in October 2001. Id.

The second line translation issue related to the processing of certain UNE Platform orders. In the course of processing, a message was mechanically added to some orders in error. The message did not affect provisioning of the order (which flowed through electronically), but interrupted the processing of the portion of the order designating a change in the line translation

tables. Id. at 11-12. After being informed of the problem in September 2001, Ameritech Illinois and its operating affiliates implemented a region-wide solution. The ordering systems were revised so as not to generate the erroneous message; in the interim, the provisioning systems were revised to process the line translations despite the erroneous message; and all line translation changes that had been interrupted before these system enhancements were reviewed and processed manually. All work was complete by April 2002, and the line translation problem is now resolved. Id. at 11-13; Am. Ill. Ex. 16.1 (Muhs Surrebuttal) at 5.

At the same time it addressed the issues affecting line translations, Ameritech Illinois also identified routing translation problems. Ameritech Illinois determined that these errors likely arose in the course of processing extensive changes to the routing tables as a result of splitting formerly unified area codes, opening new area codes, and in other changes to local calling areas. Id. at 14. Because of these routing table errors, some calls were classified incorrectly (*i.e.*, a local call was identified as a toll call), and thus routed incorrectly. Id. at 13-14. The errors were neither systemic nor material: they affected only about 1 percent of the routing table entries. Id. at 14. Nevertheless, these errors were resolved through a complete check of the entire network in the five-state Ameritech region. Id. Further, Ameritech Illinois has conducted additional training on routing procedures, and it plans another regional check of every switch in order to ensure that there are no other routing translation issues. Id. at 14-15. Several switches have already been reviewed, and no routing table problems have been encountered. Am. Ill. Ex. 16.1 (Muhs Surrebuttal) at 5.

None of the switch translation problems described above were inherently discriminatory (that is, Ameritech Illinois would have been affected in the same way when customers were transferring local or local toll service from a CLEC to Ameritech Illinois, or when its customers

made a call that was affected by the translation error). Id. at 15. Further, none of these problems affected service to the end user, who was still able to complete calls despite the translation issues. Id. At any rate, however, the issues have been resolved, and the Commission can make a final assessment of the results in Phase II.[27]

IntraLATA Toll Usage Information. WorldCom complains that in early 2001, Ameritech Illinois sent WorldCom Daily Usage Files (DUFs) for UNE-P end users that showed local usage information for calls that should have been handled as intraLATA toll calls, not local calls. As Ameritech Illinois discovered, switch translation problems had resulted in the mistaken classification and handling of some local toll calls as local, and in the incorrect identification of the intraLATA toll provider. Am. Ill. Ex. 7.0 (Kagan Direct) at 8-9. As discussed above, these switch translation problems have been corrected. See Am. Ill. Ex. 16.0 (Muhs Rebuttal) at 13-15. WorldCom and Ameritech Illinois, through standard billing dispute procedures, continue to work on the incorrect usage records that resulted from these switch translation problems.

WorldCom asserts that, even after these corrective measures, it continues to be billed for some intraLATA toll calls. See WorldCom Ex. 2.1 (Hurter Rebuttal) at 2. This is as it should be, for in some situations WorldCom is supposed to be billed in connection with intraLATA toll:

[27] WorldCom claims to have identified new translation problems, but it is not clear that there are in fact any systemic problems. See WorldCom Ex. 3.1 (Lichtenberg Rebuttal) at 23-24. WorldCom has submitted certain items to the parties' standard billing dispute resolution process, and Ameritech Illinois is investigating WorldCom's claims. Am. Ill. Ex. 16.1 (Muhs Surrebuttal) at 10-11. Ameritech Illinois has already discovered that many items were simply misinterpreted by WorldCom. Id. In any case, the FCC has ruled that individual-carrier billing disputes should not be resolved in Section 271 proceedings. E.g., Vermont 271 Order, ¶ 58.

- when WorldCom serves an end user via UNE-P and the end user has designated an IXC as the end user's intraLATA toll provider, Ameritech Illinois will bill WorldCom for the switching and transport costs incurred in delivering intraLATA calls to the IXC;[28]

- when WorldCom serves an end user via UNE-P, and the intraLATA toll provider is designated as "9999"; WorldCom is the intraLATA toll provider (and will bill its end user for such calls), but is using Ameritech Illinois' network to carry the calls, so Ameritech Illinois will bill WorldCom for using Ameritech Illinois' network;[29]

- when WorldCom's end user has not chosen any intraLATA toll provider, but places such calls using "dial-around" (such as 10-10-220). In this case, Ameritech Illinois will route intraLATA toll calls to the IXC to whom the dial-around is assigned, and will bill WorldCom for the costs involved in delivering the call to the IXC.[30]

Billing Format. WorldCom alleges that Ameritech Illinois has not converted UNE-P billing from the Reseller Billing System (RBS) format to the Carrier Access Billing System (CABS) format as required by the Commission's January 24, 2001 Order in Docket No. 00-0592, and that the "jurisdictional indicator" on CABS bills (which shows whether a call was local or local toll) is incorrect. See WorldCom Ex. 2.1 (Hurter Rebuttal) at 6. Both allegations are incorrect. First, as WorldCom notes (id.), the CABS format is only supposed to be used for calls that do not involve the use of operator services or directory assistance; the disputed calls were operator-assisted calls, not direct-dialed calls, and thus were properly billed using RBS rather than CABS. Am. Ill. Ex. 7.2 (Kagan Surrebuttal) at 6-7. Second, Ameritech Illinois implemented an enhancement in April 2002 to correct the "jurisdictional indicator" so that calls are properly classified as local or local toll calls. Am. Ill. Ex. 7.1 (Kagan Rebuttal) at 6. In any

---

28 Am. Ill. Ex. 16.1 (Muhs Surrebuttal) at 6-7. In turn, the CLEC will bill the IXC for switched access charges, for originating the call, and the IXC will bill the end user.

29 Am. Ill. Ex. 16.1 (Muhs Surrebuttal) at 7-8. Ameritech Illinois does not provide stand-alone intraLATA toll service to end users who obtain local service from a CLEC.

30 Am. Ill. Ex. 16.1 (Muhs Surrebuttal) at 8-9. This situation, where an end user cannot place any direct-dialed intraLATA toll calls, but must use dial-around, is known as "LPIC NONE." As when an IXC is the designated intraLATA toll provider, the CLEC will in turn bill the IXC for originating access charges.

case, as WorldCom admits, this issue did not "result[] in erroneous or inflated billing." WorldCom Ex. 2.1 (Hurter Rebuttal) at 7. The correct rates were billed notwithstanding the incorrect indicator, and WorldCom could still determine which calls were local by using the Daily Usage Files. Am. Ill. Ex. 7.2 (Kagan Surrebuttal) at 5.

In the same vein, Z-Tel alleges that Ameritech Illinois sent it Daily Usage Files that failed to distinguish local calls from local toll calls. See Z-Tel Ex. 3.0 (Walters Rebuttal) at 7. As with WorldCom's claim, the classification did not affect billing (Ameritech Illinois' billing systems correctly separated local from local toll calls, even if the usage records did not), did not affect Z-Tel's ability to audit the bills (other data elements in the usage files enabled Z-Tel to separate local from local toll usage) and has been resolved (by an October 2001 systems enhancement). Am. Ill. Ex. 7.2 (Kagan Surrebuttal) at 3-4.

Billing Rate Issues. WorldCom alleges that Ameritech Illinois has billed WorldCom in excess of the tariffed rates for certain local toll and Directory Assistance calls. As for the local toll calls, Ameritech Illinois has examined the bills in question, and determined that WorldCom incorrectly assumed that the calls were direct-dialed toll calls, when in fact the calls were operator-assisted calls. Am. Ill. Ex. 7.2 (Kagan Surrebuttal) at 7-8. Additional charges apply to Operator Services calls, making the average per-minute charge for operator-assisted calls much higher than the average per-minute charge for direct-dialed calls. Id. However, in the course of this investigation, Ameritech Illinois discovered that, for all UNE-P CLECs using Ameritech Illinois' Operator Services, retail rates instead of wholesale rates were mistakenly being applied to all of the Operator Services rate elements. Id. Ameritech Illinois is in the process of fixing this problem, and will recalculate all UNE-P CLECs' Operator Services charges and issue appropriate credits. We will update the Commission as to the status of this issue in Phase II.

As for Directory Assistance (DA) calls, Ameritech Illinois discovered that some of these calls were in fact being billed incorrectly. Id. at 9-10. Part of the problem (where Local DA calls were treated as National DA calls) has already been corrected, as of May 9, 2002. Id. at 10. The remaining problem (the application of an incorrect rate element) is now being addressed, and the affected charges will be recalculated and credits will be issued as appropriate. Id. at 10-11. Note, however, that billing for UNE-P CLECs spans four operating systems and thousands of rate elements, of which OS and DA are a minor subset, and these problems do not represent any systemic problem with Ameritech Illinois' billing systems. See id.

f. Training, Carrier Assistance, and Help Desk Support

At the same time that it has increased the quantity and quality of electronic methods to access OSS, Ameritech Illinois has given equal attention to the human side of OSS access, all the way from the CLEC's initial start-up to its mature operation. Ameritech Illinois dedicates a separate Account Manager to each CLEC to serve as its principal contact with Ameritech Illinois and as a guide to the various services and options available to that CLEC. Am. Ill. Ex. 12.0 (Thompson Direct) Sch. DAT-11, ¶¶ 8-12. A group of technical experts provides OSS demonstrations and assists CLECs in the initial development of interfaces. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶¶ 34-38. Ameritech Illinois offers a wide selection of training courses that cover a variety of business and technical subjects associated with OSS use. Id. These courses are supplemented by an interactive CLEC website (Am. Ill. Ex. 12.0 (Thompson Direct) Sch. DAT-1, ¶¶ 25-27), along with specialized groups and call centers that offer technical assistance (Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶¶ 39, 57-63). Region-wide service centers staffed by hundreds of trained specialists handle manual provisioning and maintenance activities for individual orders or trouble reports. The Local Service Center handles ordering

issues, while the Local Operations Center tackles provisioning and maintenance. Am. Ill. Ex. 2.0 (Brown Direct) Sch. JWB-1, ¶¶ 6-12. Expert support teams handle global questions about OSS access as they arise. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶¶ 57-63. And for all areas of OSS, Ameritech Illinois has instituted a CLEC User Forum that enables CLECs to meet regularly to exchange ideas with each other and provide input to Ameritech Illinois.

Call Center Response Times. AT&T alleges that it experienced long "hold times" for calls to Ameritech Illinois' Mechanized Customer Production Support Center ("MCPSC") and IS Call Center.[31] AT&T Ex. 8.0 (Willard Direct) at 54; AT&T Ex. 8.1 (Willard Rebuttal) at 24. However, as AT&T notes, the issue occurred only in the 3 weeks following the release of the LSOG 5 enhancement in April 2002. AT&T Ex. 8.1 (Willard Rebuttal) at 24. At that time, the volume and length of calls to the MCPSC increased, primarily due to CLEC questions regarding LSOG 5. Am. Ill. Ex. 4.2 (Cottrell Surrebuttal) at 11. Ameritech Illinois added additional resources to address the increased volume, and the average hold time decreased to less than 10 minutes. Id. Further, the MSPSC has been using "call backs" so that CLECs need not stay on hold while the MSPSC researches an issue. Id. Ameritech Illinois has also offered to establish dedicated "single points of contact" with CLECs to handle redundant questions from representatives of the same carrier, and has been analyzing the nature of calls from frequent callers to offer on-site support. Id.

The Commission will review call center performance in Phase II. For now, it bears repeating that the MSPSC and IS Call Center are not the only support mechanisms available to

---

[31] The MCPSC assists CLECs by addressing questions related to the business processes and rules for pre-ordering and ordering transactions, analyzing error codes, and other OSS-related business process issues. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶¶ 57-58. The IS Call Center addresses questions related to OSS access, system connectivity, and system availability. Id. ¶¶ 59-63.

CLECs. The on-line CLEC Handbook contain OSS "how to" documentation. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶ 39. And the IS Call Center maintains a location on the CLEC web site that provides system status messages and troubleshooting guides. Id.

Account Ownership Changes. McLeodUSA raises an issue concerning the consolidation of accounts when one CLEC acquires or merges with another CLEC. Currently, the purchasing CLEC will receive all the information (including usage information for billing customers) that was previously sent to the purchased CLEC. Am. Ill. Ex. 2.1 (Brown Rebuttal) at 12. All records are sent to the correct place (to the address designated by the purchasing CLEC), and service to the end user is not affected by the merger or acquisition. Am. Ill. Ex. 2.2 (Brown Surrebuttal) at 7; Tr. 599 (Brown). However, the end users' customer service records are not automatically integrated under the name of the purchasing CLEC, but retain the name of the purchased CLEC. Am. Ill. Ex. 2.1 (Brown Rebuttal) at 12-13. In order to change the name of the carrier listed on those records, the purchasing CLEC must submit a separate order for each affected telephone number, just as Ameritech Illinois does to change such information for its own end users' records. Id. McLeodUSA alleges that Ameritech Illinois should develop some sort of "mass conversion" process to convert all affected end user records at once. McLeodUSA Ex. 1.0 (Cox Direct) at 20-21.

However, McLeod's claims are not relevant to this proceeding. McLeodUSA itself admits that it "do[es] not believe that this issue has been raised in a Section 271 proceeding before," and that "prior Section 271 approvals were granted without imposing such a requirement on an RBOC." MTSI Ex. 1.2 (Cox Surrebuttal) at 13. Indeed, the FCC has held that such "fact-specific, carrier-to-carrier dispute[s]" are not appropriate resolved in section 271 proceedings. New Jersey 271 Order, ¶ 128.

Further, McLeod's cry of "discrimination" is without merit. McLeodUSA argues that Ameritech Illinois has "processes in place to effectuate a seamless change in ownership for a retail customer when they acquire another retail customer," and that Ameritech Illinois must offer McLeodUSA a similar process. MTSI Ex. 1.2 (Cox Surrebuttal) at 13. But Ameritech Illinois and McLeodUSA are already treated equally. When Ameritech Illinois converts a retail end user's lines from one account to another, an Ameritech Illinois service representative must issue a service order for each individual end user account that needs to be converted, just as McLeodUSA must do. Am. Ill. Ex. 2.2 (Brown Surrebuttal) at 6. There is no "mass conversion" process on either side of the aisle. Id. at 6-7. Ameritech Illinois is investigating methods to develop such a process. Am. Ill. Ex. 2.1 (Brown Rebuttal) at 12-13. However, given that the issue here is not service (Tr. 599 (Brown)), but convenience, and given McLeodUSA's own admission that that "developing a process to permit consolidation of various CLEC accounts into one account is a complex task" (MTSI Ex. 1.2 (Cox Surrebuttal) at 13), McLeodUSA's request must be balanced against other priorities and the needs of Ameritech Illinois and other carriers. Am. Ill. Ex. 2.1 (Brown Rebuttal) at 12-13.

g. Change Management Plan

"Change management" refers to "the methods and procedures that the BOC employs to communicate with competing carriers regarding the performance of and changes in the BOC's OSS system." New York 271 Order, ¶ 103. Periodic changes to OSS "may include operations updates to existing functions that impact competing carrier interface(s) upon a BOC's release of new interface software; technology changes that require competing carriers to meet new technical requirements upon a BOC's software release date; additional functionality changes that may be used at the competing carrier's option, on or after a BOC's release date for new interface software; and changes that may be mandated by regulatory authorities." Id. The FCC has identified the following elements of a change management plan that give an efficient competitor a meaningful opportunity to compete (id. ¶ 111):

(1) evidence of competing carrier input in the design and continued operation of the change management process;

(2) the memorialization of the change management process in a basic document;

(3) the availability of a separate forum for change management disputes; and

(4) the availability of a stable testing environment that mirrors production.

There is no dispute as to the first three elements. Ameritech Illinois' change management plan ("CMP") reflects competing carrier input, as it was developed in 13 months of negotiations with CLECs throughout the 13-State SBC/Ameritech service area, conducted pursuant to the FCC's merger conditions. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶ 199. It was submitted to the FCC without any disputed issues at the conclusion of the Uniform and Enhanced OSS collaborative. Id. It was also approved by the ICC (with some Illinois-specific modifications) in Docket No. 00-0592. The 13-state CMP has been memorialized in a comprehensive document that was filed in the FCC Uniform and Enhanced OSS collaborative, is included in the Plan of

Record reviewed by the ICC (Docket No. 00-0592), and is posted on the CLEC web site. Id. ¶ 199. It contains detailed timelines and procedures for changes, including walk-through, comment, and testing phases for further CLEC input. Id. ¶ 202. To the extent any issue is not resolved in this process, the CMP contains its own mechanism for dispute resolution: an Outstanding Issue Solution procedure that allows a CLEC or CLECs to call for a discussion and vote – by CLECs alone (Ameritech Illinois does not have a vote) – through which CLECs can vote to delay, modify or even block the release. Id. ¶¶ 208-212. This "go-no go" vote is substantially identical to the procedure the FCC endorsed in its Texas 271 Order (¶¶ 112, 116). As an added layer of protection, Ameritech Illinois has implemented "versioning" – a feature that allows requesting carriers to continue using an existing version of OSS software even after Ameritech Illinois issues a new version. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶ 218. The FCC has found "that versioning enhances [a BOC's] change management plan by providing significant additional assurance that changes will not disrupt competing carriers' use of [the BOC's] OSS." Kansas & Oklahoma 271 Order, ¶ 167.

Testing Environment. The sole disputed element of the FCC's four criteria for a change management process is the last: the availability of a secure testing environment. A testing environment is a set of programs that allows Ameritech Illinois and CLECs to jointly test proposed OSS changes before the changes are implemented for commercial use. Am. Ill. Ex. 4.0 (Cottrell Direct) Sch. MJC-1, ¶ 56. The testing environment is designed to process orders and transactions the same way that the real-world OSS will once the proposed change is implemented. Id. Ameritech Illinois' testing environment is consistent with the modified Plan of Record approved by the Commission in its January 24, 2001 Order in Docket No. 00-0592.

Nevertheless, AT&T alleges that Ameritech Illinois' testing environment is inadequate because "Ameritech limits the number of CLEC test orders it will discuss with CLECs to just five orders a day." AT&T Ex. 8.0 (Willard Direct) at 45-47. AT&T's claim is without merit.

The five-order "limit" described by AT&T is not absolute, as CLECs can review more test cases if they ask in advance. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 28. Further, AT&T has not shown that is has been adversely affected by Ameritech Illinois' policy. Between October 16, 2001 and February 28, 2002, AT&T submitted four or fewer test orders on half the days that it submitted orders, meaning that AT&T was not even taking advantage of the full testing resources made available by Ameritech Illinois. Id. And on many of the days that AT&T submitted more than five test orders, Ameritech Illinois reviewed all of those orders with AT&T. Id. AT&T's own actions further show that this requirement is met. AT&T publicly announced that it was "aggressively testing" Ameritech Illinois' interfaces (Am. Ill. Cross Ex. 27), namely LSOG version 4.2, and it apparently deemed the testing adequate, because it implemented version 4.2 and is using it to place orders to support its mass entry into the Illinois market.

Implementation of LSOG 4. AT&T contests the process by which Ameritech Illinois implemented version 4 of the Local Service Ordering Guide ("LSOG") in March 2001. In AT&T's view, implementation was "haphazard" because it was done "without regard to change management." AT&T Ex. 8.0 (Willard Direct) at 16, 20. That is incorrect. There *was* an identified change management process, and a timetable for the March 2001 release, in place – the one Ameritech Illinois spent months negotiating with the CLECs. Although that process had not been formally approved at the time, the CLECs had agreed to the process and the timetable,

and Ameritech Illinois followed them.[32] The Plan of Record specified exactly how the process would apply to the March 2001 enhancements. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 16-18. Consistent with the change management process, Ameritech Illinois:

- provided a Release Notification six months before implementation, followed by a 7-day comment period;
- issued Initial Requirements over five months before implementation, followed by a month-long comment period and a two-day walk-through;
- issued Final Requirements, reflecting agreed changes from the previous comments and walk-throughs, four months before implementation, followed by two more walk-throughs.

Further, to the extent AT&T had a problem with these procedures, it had the opportunity to request a "go- no go" vote (a procedure endorsed by the FCC in its Texas and Kansas & Oklahoma 271 Orders) to delay or block implementation. See Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 20. Despite AT&T's present protestations, neither AT&T nor any of the CLECs sought to invoke this dispute resolution mechanism. Id. AT&T has since implemented and tested LSOG version 4.2, so its complaints about version 4.0 are moot.

Implementation of LSOG 5. AT&T complains that the implementation of LSOG version 5 was delayed from March to April 2002. See AT&T Ex. 8.0 (Willard Direct) at 24-25. However, Ameritech Illinois is relying on LSOG 4, not LSOG 5, to show its compliance with the section 271 checklist. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 35. The FCC has never required that any particular version of the LSOG standards be used, but has approved section 271

[32] AT&T suggests that there was uncertainty as to what change management procedure would govern the release, but there was in fact no real disagreement that the 13-state procedure would apply. Although there was disagreement about one aspect of this procedure, namely, the quorum requirement for OIS voting, the actual change management process and its associated timetables were never in disagreement. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 18.

applications in a dozen states where LSOG 2, 3, or 4 (but not 5) had been implemented. See id. (listing the relevant states). AT&T is using LSOG 4.2 and it can continue to do so. Id.

AT&T recognizes that issues surrounding implementation of LSOG 5 are not directly relevant here, for AT&T instead attempts to use its allegations to argue that the Change Management Plan (CMP) cannot "be relied upon to . . . 'facilitate change while ensuring that standard methods and procedures are followed, thereby minimizing possible negative impacts of the change on service level commitments.'" AT&T Ex. 8.0 (Willard Direct) at 25. AT&T is wrong. In fact, the release of LSOG 5 shows that the CMP worked just as it should.

Ameritech Illinois delayed the release date for LSOG 5 one month because it had discovered unanticipated problems during testing and wanted additional time to resolve them before LSOG 5 went into commercial use. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 36-37. This is the very purpose of the CMP – to work out the inevitable issues surrounding systems changes and minimize possible negative impacts.[33] Finally, the release of LSOG 5 was administered under the FCC-required Uniform and Enhanced Plan of Record. Tr. 1688-1689 (Willard). The FCC expressly approved SBC's request to delay the implementation of LSOG 5, finding that there was good cause. Id. at 1689.

McLeodUSA asserts that Ameritech Illinois' testing environment for LSOG 5 was flawed because "McLeodUSA could not even get past the pre-order test scenarios for weeks because of basic connectivity problems." McLeodUSA Ex. 4.1 (Sprague Surrebuttal) at 2. Ameritech Illinois has worked with McLeodUSA to address the problems it encountered, and believed that this problem was resolved. Tr. 1197 (Cottrell). To the extent McLeodUSA wants further

[33] Contrary to AT&T's claims, the fact that Ameritech Illinois revised the documentation associated with LSOG 5 also shows that the CMP is working. Many of the changes were made during CLEC walkthroughs, either at the request of or with the concurrence of CLECs. Am. Ill. Ex. 4.1 (Cottrell Rebuttal) at 37-38.

clarification, Ameritech Illinois is certainly willing to continue discussions on the same business-to-business basis. Nevertheless, Ameritech Illinois must point out that the issue here is not one of connectivity. Rather, McLeodUSA's difficulties with the LSOG 5 testing environment stemmed from confusion over the appropriate field in which to place one particular piece of data (out of thousands). Am. Ill. Ex. 4.2 (Cottrell Surrebuttal) at 12; Tr. 1254-1254 (Cottrell). While Ameritech Illinois realizes that this issue is important to McLeodUSA, and is committed to working with McLeodUSA to address its concerns, this kind of non-systemic, carrier-specific issue does not affect checklist compliance. E.g., New Jersey 271 Order, ¶ 128.

5. Miscellaneous UNE Issues.

Bona Fide Requests. Staff argues that Ameritech Illinois must adopt a new bona fide request (BFR) process, and that the new process must meet Staff-created criteria of "cost," "timeliness," "quality," and "transparency." Staff Ex. 3.0 (Zolnierek Rebuttal) at 90-105. There is no such requirement under federal law, or, for that matter, under state law. To the contrary, Ameritech Illinois' established BFR process has been in place since 1996, and the Commission has upheld that process as reasonable. Nov. 26, 1996 Arbitration Decision, Docket Nos. 96-AB-003/96-AB-004, at 50 (upholding 30-day period for Ameritech Illinois to respond to a BFR with a preliminary analysis); Dec. 17, 1996 Arbitration Decision, Docket No. 96-AB-006, at 30 (upholding 120-day maximum interval for final response to BFR); Aug. 8, 2001 Arbitration Decision, Docket No. 01-0338 at 23 (finding that BFR process was appropriate); March 21, 2001 Arbitration Decision, Docket No. 00-0769, at 15-16 (same).

Network Outage Notifications. RCN questions whether Ameritech Illinois' network outage notification process gives CLECs non-discriminatory access to unbundled network elements. Ameritech Illinois is required to provide CLECs with access to unbundled network elements in a manner that is at least equal in quality to that which Ameritech Illinois provides to

itself. 47 U.S.C. § 271(c)(2)(B)(iii); 47 U.S.C. § 251(c)(3); 47 C.F.R. § 51.311(b); Pennsylvania 271 Order, ¶ 11.

RCN makes four points, none of which has merit. First, RCN claims that Ameritech Illinois does not provide timely notifications of service outages or estimated restoral times. RCN Ex. 1.0 (Piticavong Direct), at 8. As Mr. Deere explained, however, Ameritech Illinois has established a process that promptly notifies CLECs of outages and estimated restoral times. Am. Ill. Ex. 5.0 (Deere Direct) at 19-21; Am. Ill. Ex. 5.1 (Deere Rebuttal) at 17-19. This notification process was developed with input from CLECs during the Performance Measurement Collaboratives in 2000 and has been in place since October, 2000.

Second, RCN argues that it receives too many network outage notices and that Ameritech Illinois should perform a screening function so that each CLEC only receives those notices that will impact that CLEC's network. RCN Exhibit 1.0 (Piticavong Direct) at 8. This request makes no sense since it would require Ameritech Illinois to make judgments about which outages would affect each CLEC's operation – judgments which Ameritech Illinois is unequipped to make as it does not know what equipment each CLEC has deployed within its own network. Moreover, it would significantly delay the notification process and frustrate the ability of all CLECs to get timely information on outages. Am. Ill. Ex. 5.1 (Deere Rebuttal) at 17.

Third, RCN claims that it experienced "several" power outages in Ameritech Illinois' central offices in 2001 without getting any notification from Ameritech Illinois. RCN Ex. 1.0 (Piticavong Direct) at 9. In fact, RCN did not register to receive network outage notifications until July 26, 2001, so it naturally would not have received any notifications before that date. Am. Ill. Ex. 5.1 (Deere Rebuttal) at 18. After July 26, 2001, there was only one power outage in Illinois. While the proper notifications were not sent on that occasion, the work groups

responsible for issuing the notifications have been re-trained on the proper procedures and the correct notification process is working. Id.

Finally, RCN alleges that Ameritech Illinois notifies its internal workforce of scheduled outages and does not provide the same information to CLECs. RCN Ex. 1.0 (Piticavong Direct) at 8-9. This is incorrect. Mr. Deere testified that Ameritech Illinois has a working process to notify all CLECs of service-affecting network outages within very tight time intervals – some as short as 30 minutes. Am. Ill. Ex. 5.0 (Deere Direct) at 19-21. No CLEC other than RCN challenged the efficiency of this process, and RCN itself offered no facts to support its allegation.

Use of UNEs. Staff questions whether a CLEC can use UNEs in combination with and in conjunction with its own facilities to provide telecommunication services to other carriers. Staff Ex. 20.0 (Zolnierek Rebuttal) at 73-74, 82. As discussed below, there does not appear to be any disagreement on this issue.

Section 251(c)(3) requires that unbundled access be provided "to any requesting telecommunications carrier for provision of a telecommunications service." As Mr. Alexander explained, CLECs can purchase UNEs from Ameritech Illinois and use those UNEs in conjunction with other facilities or inputs provided by the CLEC in order to create a telecommunications service. Thereafter, the CLEC can sell the resulting telecommunications service to other carriers and to retail end users. CLECs are doing this today. Am. Ill. Ex. 1.2 (Alexander Surrebuttal) at 34-35. Ameritech Illinois has not created the usage restriction that Staff is apparently concerned about.

There is no federal requirement that BOC "tariff" a CLEC's ability to use UNEs in conjunction with their own facilities to create telecommunication services which CLECs can

provide to other carriers, as Staff proposes. Staff Ex. 3.0 (Zolnierek Direct) at 88. Nor would such a tariff be necessary. Ameritech Illinois has not imposed any restrictions along these lines and there is no evidence in the record which suggests a problem in this area. To the contrary, data CLECs commonly purchase the HFPL UNE from Ameritech Illinois and combine it with other inputs (*e.g.*, their own DSL equipment, transport and packet switching) to create a DSL transport service which they sell to others. Am. Ill. Ex. 1.2 (Alexander Surrebuttal) at 34-35. In any event, this is not a proper subject of tariffing because it would, at most, be a gratuitous statement about some (but not all) of the uses that a CLEC could make of a UNE. A tariff is not the place to catalogue all permitted uses of UNEs or services.

There was some discussion in the testimony about whether CLECs could obtain UNEs and merely "resell" them to other CLECs. Am. Ill. Ex. 1.1 (Alexander Rebuttal) at 31-32; Staff Ex. 20.0 (Zolnierek Rebuttal) at 73-74. This is not a 271 checklist item and need not be addressed in this proceeding. No CLEC has raised this issue and neither Ameritech Illinois nor Staff is asking the Commission to make any determination on this topic. In any event, an inquiry into this issue would involve complex issues of federal law and policy and would fall squarely within the category of "new and unresolved interpretive" issues that should not be addressed in section 271 proceedings. Kansas & Oklahoma 271 Order, ¶ 19.