STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of the Petition of Michigan Bell Telephone Company d/b/a SBC Michigan for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with MCImetro Access Transmission Services LLC Pursuant to Section 252(b) of the Telecommunications Act of 1996	)	Case No. U-13758

TESTIMONY OF MICHAEL HARTLEY

ON BEHALF OF MCImetro ACCESS TRANSMISSION SERVICES LLC

Issues addressed: 7, 103, 104, 105, 106, 107, 108, 109, 110

May 6, 2003

Q. What is your name and business and address?

A. My name is Michael Hartley and my business address is 2451 Cumberland Parkway, Suite 3200, Atlanta, Georgia, 30339. I am employed by Telcom Cost Control, Inc. of Atlanta as a telecom cost consultant.

Q. Please provide a brief description of your educational and employment background.

A. I have a Bachelor's Degree from Florida State University and an MBA in Finance from Georgia State University. In 1980 , I began working for Bell South/Southern Bell as a systems manager for both the CABS and CRIS billing systems. I then worked for MCI Telecommunications Corporation in Atlanta, ultimately as a Director of Business and Financial Planning. I left MCI in 1996 to start my own consulting firm.

Q. Please identify the disputed issues that you will be addressing in your testimony.

A. I am supporting the following issues:

Issue 7: Should the contract contain a definition of Information Services?

Issue 103: For the purposes of intercarrier compensation, should Local Calling be defined by the physical location of the end user customers?

Issue 104: Should the Parties be permitted to agree not to compensate traffic terminated over Unbundled Local Switching (ULS)?

Issue 105: Should Information Service traffic be exempted from Reciprocal Compensation?

Issue 106: Should Reciprocal Compensation rates be billed symmetrically regardless of whether traffic is terminated at a tandem or directly to an end office?

Issue 107: If MCIm is permitted to charge tandem serving rates for a single switch, should MCIm be permitted tandem transport facility and mileage charges between tandem and end offices, and for what mileage?

Issue 108: What rates should apply for termination of intraLATA toll calls?

Issue 109: What processes should apply for assessing Percent Local Usage to determine termination rates?

Issue 110: Should SBC Michigan, to the extent permitted by Intervening Law provisions of this Agreement, be able to implement the FCC ISP Compensation Order upon 20 days written notice?

ISSUES 7 AND 105

Issue 7: Should the contract contain a definition of Information Services?

Contract Reference: Appendix Definition "Information Services"

Issue 105: Should Information Services traffic be exempted from Reciprocal Compensation?

Contract Reference: Appendix Reciprocal Compensation, Section 2.5

Q. Please describe the dispute between the parties that is reflected in Issues 7 and 105.

A. With respect to Issue 7, SBC Michigan has proposed to include the following definition for "Information Services" in the Definitions Appendix of the Agreement:

> **"Information Services" means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but**

> **does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications system.**[1]

The phrase "Information Services" is then proposed for use in Section 2.5 of the Reciprocal Compensation Appendix as follows:

> The Reciprocal Compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, **(ii) Information Services traffic,** and (iii) subject to the Intervening Law provisions of this Agreement, any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix in compliance with FCC Order 01-131 (April 2001). All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

MCIm opposes the insertion of a definition for "Information Services" in the Definition Appendix, and also opposes the insertion of the phrase "Information Services Traffic" in the otherwise agreed-to language of Section 2.5 of the Reciprocal Compensation Appendix.

Q. Why is MCIm opposed to SBC Michigan's Information Services definition and insertion of the phrase in Section 2.5?

A. MCIm has two fundamental objections to SBC Michigan's proposed language for these two issues. First, this proposed definition of Information Services is very broad and includes all types of information service providers, including Internet Service Providers (ISPs). For example, an information service provider that comes within this definition would be a sports information call in

[1] Language that is bold and underlined has been proposed by SBC Michigan. Language that is bold and italicized has been proposed by MCIm.

service. The phrase "information services" is not used anywhere else in the Agreement except for SBC Michigan's proposed insertion in Section 2.5. On the other hand, the parties have specifically provided for the treatment of ISP traffic at several points in the Reciprocal Compensation Appendix and the 13 State Amendment. Including an "information services" definition in the Agreement, when only a subset of such traffic is addressed in the Agreement, simply creates confusion and serves no purpose.

Furthermore, SBC Michigan's blanket exclusion of "information services traffic" from the intercarrier compensation scheme is not correct and must not be adopted. It should be noted that in Section 2.5, the parties have agreed that exchange access traffic is not subject to reciprocal compensation, that, subject to the intervening laws provisions of the Agreement, any traffic found by the FCC or the MPSC to be exempt from reciprocal compensation will not be included in the scheme, and that ISP traffic has been addressed in the Reciprocal Compensation Appendix in accordance with the FCC's *ISP Intercarrier Compensation Order* of April 24, 2001 Order 01-131. Neither the FCC nor the MPSC has created a blanket exemption from reciprocal compensation for "information services" traffic, and SBC Michigan should not be permitted to do so through contract language.

Q. Didn't the FCC address the treatment of information services traffic in the *ISP Intercarrier Compensation Order?*

A. No, in that Order the FCC focused on traffic bound for Internet Service Providers over the public switched network, known as "ISP-bound" traffic. However, SBC Michigan is attempting to broaden this category by impermissibly including other types of information access services as exempt from reciprocal compensation.

The FCC had an opportunity to review this issue the Virginia arbitration proceeding involving MCI, several other CLECs and Verizon, Case DA-02-1731; CC Dockets 00-218, 00-249, 00-250 (July 17, 2002) ("*Virginia arbitration*"). In that case, Verizon proposed contract language similar to that proposed by SBC Michigan (Information Access vs Information Services). The FCC held that this language proposal was too broad and over-inclusive, stating:

> We disagree with Verizon's assertion that every form of traffic listed in Section 251(g) should be excluded from 251(b)(5) reciprocal compensation. In remanding the *ISP Intercarrier Compensation Order* to the Commission, the District Court recently rejected the Commission's earlier ruling that 251(g) supports the exclusion of ISP-bound traffic from Section 251(b)(5)'s reciprocal compensation obligations. Accordingly, we decline to adopt Verizon's language proposals that appear to be built on a logic that the court has now rejected.

(*Virginia arbitration*, paragraph 261)

SBC Michigan's proposal for Issue 105 suffers from the same infirmity.

Q. Has the MPSC previously addressed the issue as to whether reciprocal compensation is owed on calls to ISPs?

A. Yes. This Commission has consistently ruled in several dockets that reciprocal compensation is owed on calls to ISPs. For example, the Commission ruled this

way in Case No. U-11178 (January 28, 1998); Case No. U-11825 (February 17, 1999); Case No. U-12090 (February 22, 2000); Case No. U-12382 (August 17, 2000); and, Case No. U-12376 (September 18, 2000). The only consistent ruling with these prior Commission rulings were to be if the Commission adopted the MCIm position in this proceeding.

Q. What is SBC Michigan's basis for proposing the disputed language for Issues 7 and 105?

A. SBC Michigan did not submit testimony in support of its proposed language for these issues.

Q. What is MCIm's recommendation?

A. The SBC proposed "Information Services" definition and the SBC proposed Section 2.5 insertion should be rejected. MCIm has not proposed competing language, and the rest of Section 2.5 contains agreed-to language.

ISSUE 103

Issue 103: **For the purposes of intercarrier compensation, should Local Calling be defined by the physical location of the end user customers?**

Contract Reference: **Appendix Reciprocal Compensation, Section 2.2**

Q. Please describe the competing language proposed by the parties with respect to Issue 103.

A. Simply stated, Issue 103 involves the question of whether, for reciprocal compensation purposes, the definition of local traffic should turn on the physical

location of the end user customer receiving the call. Although there may be other types of traffic that would fall within the category at issue here, SBC Michigan's proposed language would definitely exclude Foreign Exchange (FX) and FX-like services from the intercarrier compensation scheme. It is MCIm's position that, contrary to SBC Michigan's view, the question posed by Issue 103 has been answered affirmatively on numerous occasions by the Michigan Public Service Commission (MPSC). Nonetheless, SBC Michigan has proposed to exclude from intercarrier compensation arrangements calls terminated to customers not physically located in the SBC Michigan local calling area. The competing language proposed by the parties is set for in Section 2.2 as follows:

> Reciprocal compensation applies for transport and termination of Local Calls. When an end user customer originates a Local Call, the originating Party shall compensate the terminating Party for the transport and termination of such Local Calls at the rate(s) provided in Appendix Pricing. ***"Local Calls", for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different Ameritech-Michigan Exchange(s) that participate in the same common local or common mandatory local calling area as outlined in the applicable state Local Exchange Tariff, including, Foreign Exchange ("FX") and FX-like services where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area.*** **For purposes of intercarrier compensation, "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating End User Customer of one Party and the Terminating End User Customer or ISP of the other Party are:**
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> **2.1.1 both physically located in the same Ameritech-Michigan Local Exchange Area as defined by the MPSC Tariff No. 20 on file with the Michigan PSC; or**

2.1.2 both physically located within neighboring Ameritech-Michigan Local Exchange Areas, or within an Ameritech-Michigan exchange and an Independent LEC exchange, that are within the same common mandatory local calling area. This includes, but is not limited to, mandatory Extended Area Service (EAS) or other mandatory extended local calling.

Q. What is Foreign Exchange (FX) Service and how does it work?

A. FX service allows a customer to obtain an NPA-NXX code (the first six digits of the telephone number) for a geographic area different from the area where the customer is actually located. By using FX, the caller can place a local call to reach the business in a neighboring city for the price of a local call. This arrangement is accomplished because SBC Michigan's billing systems differentiate local versus non-local calls on the basis of local calling areas assigned to NPA-NXX combinations. When the customer ordering the FX service is an MCIm customer and a call is placed to that customer from an SBC Michigan customer with an NPA associated with the same local calling area , the arrangement is no different. The SBC Michigan switch recognizes the call to MCIm's customer as a local call, the traffic is transported to the nearest local MCIm POI via local interconnection trunks. MCIM then transports the call to the customer and bills SBC Michigan for reciprocal compensation.

Q. Why is there a demand for FX service?

A. Generally, users of FX service want to establish a local business presence in an area beyond their physical location. And, because being able to be reached

via a local telephone call is an integral part of a business "presence," this typically corresponds with that FX subscriber's desire to serve its customers that are located beyond the local calling area where the business is located. For example, a floral shop located in exchange A may desire a local presence in exchange B. While that floral shop may have the ability to accept and fulfill orders for the delivery of flowers in exchange B, it may not have the ability to actually open a store in exchange B.. Moreover, customers in exchange B are more likely to call a florist with a local exchange B telephone number, not just because it is a local call, but also because there may be an expectation on the part of the caller that a "local" florist would best be able to fulfill the need for a delivery of flowers in exchange B.

Given this demand for FX service, it is not surprising that the market has responded. Both CLECs and ILECs have made FX service offerings available and actively compete for customers for FX service. Of course ILECs, as the monopoly local providers, were "first" to offer FX service. SBC Michigan, like other ILECs, offers FX service.

Q. You stated that the MPSC has already considered the FX issue in terms of intercarrier compensation. Please describe the Commission's decisions on this issue in further detail.

A. The MPSC considered the FX issue in Case No. U-12382, an arbitration proceeding involving Coast to Coast Telecommunications and SBC Michigan. In

that case the Commission affirmed the panel's decision to follow the results of the Illinois Commerce Commission (ICC) Focal/SBC Illinois arbitration proceeding wherein the ICC rejected SBC Illinois' requirement that Focal establish a point of interconnection within 15 miles of the rate center for any NXX code that Focal used to provide FX service (August 17, 2000 Opinion and Order, 9).

The Commission reached a similar conclusion in Case No. U-12460 (October 24, 2000) in the Level 3 arbitration with SBC Michigan. The Commission also ruled against SBC Michigan in its arbitration with AT&T, Case No. U-12465 (November 20, 2000).

Subsequently, SBC Michigan filed an application with this Commission in Case No. U-12696, seeking approval to exempt FX traffic from reciprocal compensation as local exchange traffic. In a January 23, 2001 Opinion and Order the Commission again rejected SBC Michigan's proposal, stating, at page 10:

> The Commission rejects the proposal to reclassify FX calls as non-local for reciprocal compensation purposes. Ameritech Michigan has not explained whether, or how, the means of routing a call placed by one LEC's customer to another LEC's point of interconnection affects the costs that the second LEC necessarily incurs to terminate the call. As a matter of historical convention, the routing of that call, i.e., whether or not it crosses exchange boundaries, has not been equated with its rating, i.e., whether local or toll. Moreover, the discretion that CLECs exercise in designing their local calling areas is a competitive innovation that enables them to provide valuable alternatives to an ILEC's traditional service. The Commission finds no reason to change these standards, particularly if the end result would be an unnecessary restriction on the services that customers want and need. Moreover, the application does not address how the carriers would make the necessary changes to their billing systems or whether the changes would be technically feasible at an affordable cost for both Ameritech Michigan and the CLECs.

The arbitration panel in the XO Michigan arbitration with SBC Michigan, Case No. U-12992 (PDAP of September 10, 2001) also rejected SBC Michigan's position, at pages 11 and 12.

Q. Has the MPSC considered the issue of FX traffic since the FCC issued its April 27, 2001 Order on Remand and Report Order in CC Dockets 96-98 and 99-68 addressing reciprocal compensation with respect to ISP traffic ("ISP Order")?

A. Yes. In addition to the XO Michigan arbitration discussed above, the MPSC specifically reviewed the FCC's ISP Order in Case No. U-12952, an arbitration involving TDS MetroComm and SBC Michigan. In that arbitration, issued on September 7, 2001, SBC Michigan argued that the ISP Order abrogated this Commission's decision in Case No. U-12696 and that FX traffic had to be considered exchange access traffic based on that decision. The MPSC reviewed amended FCC rule 47 CFR 51.701 and disagreed with SBC Michigan's interpretation of that rule, stating, at pages 24-25:

> Although exempting information access from these requirements takes care of ISP traffic, the Commission does not agree that non-ISP FX traffic is exempt from reciprocal compensation requirements on the basis of the newly amended rule. FX is not intrastate exchange access service as argued by Ameritech Michigan. Exchange access service is defined by 47 USC 153(16) as 'the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.' Telephone toll service is defined in 47 USC 153(48) as 'service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.' When an end-user dials a number that belongs to an FX customer, there is no separate charge made. Therefore, by definition, FX service is not a toll service and is not included within the exemption

from reciprocal compensation. Moreover, the Commission has consistently held that FX calls are to be treated as local for rating purposes.

Q. In light of these prior rulings by the MPSC, why has SBC Michigan proposed the disputed language for Section 2.2?

A. SBC Michigan has presented the testimony of Patricia Pellerin in support of its position regarding the exemption of FX traffic from intercarrier compensation. At page 36 of her testimony, Ms. Pellerin readily admits that the MPSC has already addressed the issue, but that SBC Michigan is asking the Commission to revisit the issue in this case. It appears that this request for reconsideration of the January 23, 2001 Order in Case No. U-12696 is based on SBC Michigan's "experience" with FX service in Michigan since the issuance of that Order, and also on decisions from other jurisdictions (*id*). In addition, Ms. Pellerin has attempted to respond to concerns raised by the MPSC and its Staff in its Order in that case (Pellerin testimony, pages 38-45).

Q. Do you believe that it is appropriate for the Commission to reconsider its prior decision regarding FX traffic in the context of this arbitration proceeding?

A. No, I do not. I am not an attorney, but it would hardly seem fair to the other CLECs participating in Case Nos. U-12696, U-12460, U-12465, U-12992 and U-12382 to have the Commission reconsider, and possibly reverse, a decision that was made with input from all interested parties and from the Commission's

staff in a two-party arbitration proceeding. Indeed, the Commission's sensitivity to this type of unfairness regarding the FX issue was evidenced by these comments in the October 24, 2000 Opinion and Order in the Level 3/SBC Michigan arbitration, Case No. U-12460, page 9:

> As noted in the August 17 order [Case No. U-12382], the Commission finds that the arguments raised by Ameritech Michigan concerning the likely effect of the Commission's holdings on a competitive environment may deserve further study. However, it would be unwise for the Commission to reverse its position on this issue in an arbitration case, without the ability to grant other parties that might be significantly affected by such a reversal an opportunity to participate.
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> That opportunity was, of course, given to the parties in Case No. U-12696.

In the unlikely event that the Commission believes that the FX matter should be revisited, the Commission should, at a minimum, conduct a generic investigation allowing for full participation by all interested parties, but rule consistent in this case with its prior rulings.

Q. Why is it unlikely that the Commission would believe it necessary to revisit the issue of inter-carrier compensation for FX traffic?

A. SBC Michigan has not provided the Commission with any new information to consider with respect to the treatment of FX traffic as local for reciprocal compensation purposes. For example, Ms. Pellerin has once again raised the argument that the requirement that reciprocal compensation for FX traffic creates "perverse incentives" for CLECs to set up one-directional traffic patterns where SBC Michigan must carry FX calls for a long distance before handing them off to MCIm, using the example of an MCIm FX customer in

Kalamazoo obtaining FX service to Traverse City. She states that under the current scheme, SBC Michigan is not being compensated for the transport facilities that might be used in carrying a call to MCIm's POI, and still must pay reciprocal compensation for MCIm to terminate the call.

This argument is no different than the "free ride" theory advanced by SBC Michigan and rejected by the MPSC in the Coast to Coast arbitration, Case No. U-12382 (page 9). Furthermore, the Commission examined the argument in Case No. U-12696. In response to SBC Michigan's assertions that FX traffic is more akin to interexchange traffic, the CLECs pointed out that this argument ignored the technological differences between the ILEC's network and the more advanced configuration of a CLEC network. A CLEC's typical network configuration employs a fewer number of larger switches serving a larger geographic area. Thus, what SBC Michigan regards as a form of FX service is often the equivalent in cost of connecting a local call when performed by a CLEC (Order, page 9).

It should also be noted that the MPSC decision to classify FX as local traffic for reciprocal compensation purposes is consistent with the FCC's rules regarding points of interconnection and an originating carrier's responsibility for transport of its traffic. The FCC has made clear that a CLEC is allowed to select the point of interconnection and may establish one or more such POIs in a single LATA. Additionally, each carrier is responsible for delivering local traffic to the designated POI(s). A CLEC's offering of FX service does not place any additional burdens on the ILEC. The costs to the ILEC for transporting traffic to

the POI are the same whether or not the call is an FX call. The CLEC's FX offerings do not require the ILEC to perform any additional functions or meet any additional obligations other than those called for in the FCC's rules with regard to POI and transport requirements. Ms. Pellerin has provided no new evidence that, based on the "costs" incurred by SBC Michigan in delivering calls to the CLEC POI, the Commission should reconsider its prior decision.

Q. Has SBC Michigan addressed the MPSC's concerns, in Case No. U-12696, that exempting FX traffic from the reciprocal compensation scheme would have anti-competitive effects?

A. No. Ms. Pellerin has insisted that SBC Michigan's proposal does not mean that CLECs cannot expand their local calling areas beyond the ILEC service area, just that the intercarrier compensation scheme be adjusted. She has also suggested that the CLECs can substitute toll-free 800 numbers for FX services, for which SBC Michigan would charge originating access. However, neither of these suggestions addresses the fact that SBC Michigan's proposal will serve to reduce competition for the FX services offered by ILECs. If the CLECs are required to pay extra, non-cost based charges to provide FX, such as switched access charges, they will be caught in a price squeeze and will be unable to economically provide the service.

Q. Was issue 103 of the present proceeding been addressed in the Virginia arbitration?

A. Yes. There the ruling in the Virginia arbitration was as follows:

> 301. We agree with the petitioners that Verizon has offered no viable alternative to the current system, under which carriers rate calls by comparing the originating and terminating NPA-NXX codes. We therefore accept the petitioners' proposed language and reject Verizon's language that would rate calls according to their geographical end points. Verizon concedes that NPA-NXX rating is the established compensation mechanism not only for itself, but industry-wide. The parties all agree that rating calls by their geographical starting and ending points raises billing and technical issues that have no concrete, workable solutions at this time.
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> 302. Verizon proposed, late in this proceeding, that the petitioners should conduct a traffic study to develop a factor to account for the virtual FX traffic that appears to be "local" traffic. However, Verizon's contract fails to lay out such a mechanism in any detail. Most importantly, Verizon concedes that currently there is no way to determine the physical end points of a communication, and offers no specific contract proposal to make that determination.

Q. Is it SBC Michigan's position that FX traffic should be categorized as toll traffic and subject to access charges?

A. Yes, SBC Michigan has continued to insist that FX traffic should not be considered local but rather toll traffic, which would flip the compensation scheme around and mandate that the CLEC pay originating switched access charges to SBC Michigan. However, for the purposes of this Agreement, Ms. Pellerin, at page 39 of her testimony, has offered on behalf of SBC Michigan to forego the collection of access charges, and has suggested that both parties forego the collection of terminating reciprocal compensation payments.

Q. Is SBC Michigan's compromise position acceptable to MCIm?

A. No, it is not. In the first place, I find it highly ironic that Ms. Pellerin would make the argument, at page 42 of her testimony, that the classification of

FX traffic as local endangers Universal Service because SBC Michigan is unable to collect access charge revenues, but nonetheless would agree to forego such revenues as part of this Agreement. That should make it obvious that SBC Ameritech's position has nothing to do with Universal Service. However, irrespective of these claims, MCIm cannot agree that FX traffic is actually toll traffic.

Furthermore, on an industry-wide basis, FX traffic is considered to be local. Standard industry practice establishes the fact that FX traffic is local. Consistent with the way that SBC Michigan treats its own FX traffic, whether a call is local or not depends on the NPA/NXX dialed, not the physical location of the customer. Jurisdiction of traffic is properly determined by comparing the rate centers associated with the originating and terminating NPA/NXXs for any given call, not the physical location of the end-users. Comparison of the rate centers associated with the calling and called NPA/NXXs is consistent with how the jurisdiction of traffic and the applicability of toll charges are determined within the industry today.

Q. What is MCIm's position?

A. Reciprocal Compensation should apply to foreign exchange traffic. As discussed above, this traffic is appropriately classified as local, and it is currently being so treated under the Reciprocal Compensation Amendment. SBC transports the call to the nearest POI, on the basis of the dialed number, irrespective of the physical location of the dialed customer. MCIm bears the cost of transportation,

irrespective of the distance. Therefore, reciprocal compensation should be applicable. This is consistent with the purpose of reciprocal compensation, to compensate the terminating carrier for the costs associated with the termination of local traffic that originates on another carrier's network. Furthermore, because the jurisdiction of this traffic is established by the NPA/NXX of the call, identifying and segregating these calls for billing purposes would be extremely difficult, if not impossible.

Q. Didn't SBC Michigan make a recommendation as to how the billing for FX traffic should be handled?

A. Yes, Ms. Pellerin has made several suggestions, both of which are good examples of the anti-competitive burden placed on CLECs by an attempt to artificially categorize local call as some other type of call. Her first suggestion, that billing adjustments be made on the basis of the 10 digit numbers assigned to end user customers located outside the exchanges where the NPA/NXXs are assigned, blatantly favors the ILEC by depriving the CLEC of the very item that makes FX service attractive to customers in the first place: a local seven digit number. Her other recommendation, that the parties develop a means by which to measure the percentage of MCIm's calls that are FX similar to other jurisdictional factors used to measure traffic, simply adds a layer of complication to a pricing scheme that doesn't need to be "fixed". SBC Michigan's recommendations do not address the billing modification concerns raised by the MPSC staff in Case

No. U-12696; rather they defer the billing problems that are certain to arise to the dispute resolution process and thus inject uncertainty into this contract negotiation/arbitration process.

Q. Should the MPSC be persuaded to revisit its decision in Case No. U-12696 by decisions rendered by state commissions in other jurisdictions?

A. A disagreement between state commissions on this issue does not provide the MPSC with sufficient cause to reconsider its earlier conclusions. It appears that the arguments advanced by the parties in each state were the ones considered by the MPSC in Case No. U-12696. Furthermore, Ms. Pellerin's example of the arbitrage opportunities presented by the current FX scheme should not persuade the Commission to reopen its investigation, especially in light of Ms. Pellerin's admission that she has no personal knowledge that MCIm was using FX numbers to "game the system". It bears repeating that SBC Michigan considers its own FX traffic to be local, and this is the proper categorization for intercarrier compensation.

ISSUE 104

Issue 104: Should the Parties be permitted to agree not to compensate traffic terminated over Unbundled Local Switching (ULS)?

Contract Reference: Appendix Reciprocal Compensation, Section 2.3

Q. What is the dispute between the parties associated with the competing language of Section 2.3?

A. MCIm has proposed that, for local service originated by an SBC Michigan customer and terminated to an MCIm customer over SBC Michigan's unbundled local switching (ULS), MCIm is willing to forego reciprocal compensation on such calls and the record exchange required for such transactions, if SBC Michigan billing for ULS-terminating is suspended. SBC Michigan will not agree to such a proposal, as reflected in the disputed language, as follows:

> ***Local calls originated by Ameritech-Michigan and terminated over ULS, while qualifying for reciprocal compensation, may not require billing treatment if Ameritech-Michigan in turn agrees to forego UNE record exchange and related local switching charges.*** **When a Local Call is either originated by or terminated to an End User Customer served via an Unbundled Network Element (UNE) switch port, the requirements to record usage and to compensate the terminating Party shall remain the same as for switch-based service, unless technically infeasible or unless otherwise agreed.**

Q. Why has MCIm made this proposal to mutually forego the collection of revenues?

A. If both reciprocal compensation and UNE-P are priced based on cost, and we assume that they are, then the money transaction would basically be equal, except that the parties would save the expense of issuing bills and auditing bills for these types of calls. Accordingly, this proposal creates an efficiency between the companies.

Q. Do you know why SBC Michigan has opposed MCIm's suggestion for Section 2.3?

A. According to Ms. Pellerin, SBC Michigan refuses, under any circumstances, to forego the collection of revenue in exchange for MCIm's agreement to forego the collection of reciprocal compensation (Pellerin Testimony, 49). This is certainly an interesting position in light of her suggestion, not more than ten pages previously in her testimony, that SBC Michigan would be willing to forego the collection of originating access charges for FX traffic in exchange for MCIm's agreement not to bill for reciprocal compensation for those calls. The difference between that suggestion and MCIm's recommendation for Section 2.3 is that in the case of FX traffic, SBC Michigan offered to forego collecting charges (originating access) that they are not entitled to collect in the first place. With respect to this Issue 104, where MCIm has suggested that both parties forego revenues to which they are clearly entitled, SBC Michigan has expressed vehement opposition. I believe this tells the tale for both of these issues.

Q. Is MCIm's proposal for Section 2.3 discriminatory to other CLECs?

A. Of course not, no more so than any other provision in an interconnection agreement. Other CLECs, who are interested in establishing similar arrangements with SBC Michigan, may opt-in to this Agreement, or may "pick and choose" this provision.

Q. What is your response to SBC Michigan's argument that the MCIm-proposed language creates uncertainty (Pellerin Testimony, pages 48-49)?

A. Ms. Pellerin is apparently concerned with MCIm's use of the word "may" in the proposed language for Section 2.3, but I fail to understand why this discretionary language would cause problems. Obviously both parties must agree to this process, so SBC Michigan will be well aware of the procedure being followed for traffic terminated on ULS.

ISSUES 106 AND 107

Issue 106: **Should Reciprocal Compensation rates be billed symmetrically regardless of whether traffic is terminated at a tandem or directly to an end office?**

Contract Reference: **Appendix Reciprocal Compensation, Sections 4.1-4.1.1.4**

Issue 107: **If MCIm is permitted to charge tandem serving rates for a single switch, should MCIm be permitted tandem transport facility and mileage charges between tandem and end offices, and for what mileage?**

Contract Reference: **Price List, lines 951 *et. seq.***

Q. Please describe the controversy between the parties reflected by these two issues.

A. For Section 4.1 of the Reciprocal Compensation Appendix, SBC Michigan and MCIm have both proposed language addressing the application of the reciprocal compensation rates set forth in the Pricing Appendix. MCIm's proposed language reflects FCC Rule 51.711(a)(3) [47 CFR 51.711(a)(3)], providing that where a CLEC's switch serves a geographic area comparable to the area served by the ILEC's tandem switch, the appropriate reciprocal

compensation rate for the CLEC for traffic terminated to the CLEC is the ILEC's tandem switching interconnection rate. SBC Michigan's proposed language takes the opposite approach and provides that the reciprocal compensation rates set forth in the Pricing Appendix shall be applied on the basis of whether the CLEC is interconnected at the tandem or end office. Issue 107 identifies the parties' dispute as to which of the reciprocal compensation elements applies when traffic is terminated on MCIm's network. The competing language for Section 4.1 is as follows:

> **4.1 T*he rates, terms, conditions contained herein apply only to the termination of Local Calls that originate and terminate to carriers that are authorized as LECs, CLECs, or ILECs within the State. All applicable state-specific rate elements can be found in Appendix Pricing. Rates for transport and termination of Local Traffic must be symmetrical. For purposes of this section, symmetrical means that the amount charged for each rate element MCIm may assess Ameritech-Michigan for the transport and termination of Local Traffic (depending on which elements may be assessed to a particular call) will be the same as the amount charged for each rate element which Ameritech-Michigan may assess MCIm for the transport and termination of Local Traffic (depending on which elements may be assessed to a particular call).***
>
> **4.1.1 *Where an MCIm switch serves a geographic area comparable to the area served by an Ameritech-Michigan tandem switch, MCIm shall also charge Ameritech-Michigan for tandem switching at the rate set forth in Appendix Pricing.***
>
> **4.1 <u>Until and unless ILEC chooses to invoke the FCC's pricing plan as ordered in FCC 01-131, the compensation set forth below will also apply to all Local and Local ISP Calls as defined herein, depending on whether the call is terminated directly to an End Office or through a Tandem.</u>**
>
> **4.1.1 <u>Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the</u>**

termination of Local Calls and Local ISP Calls on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing: Tandem Serving Rate Elements:

4.1.1.1 Tandem Switching - compensation for the use of tandem switching (only) functions.

4.1.1.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

4.1.1.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

SBC Michigan has also included language in Section 4.1 that would reserve its right to invoke the reciprocal compensation outlined by the FCC in its *InterCarrier Compensation Order*, and I will address this issue below with respect to Issue 110.

Q. What is MCIm's position on this issue?

A. SBC Michigan is required to pay reciprocal compensation at the tandem interconnection rate to MCIm because MCIm's switches providing service in Michigan serve a geographic area comparable to that served by SBC Michigan tandem switches.

Q. What does the Telecom Act require of the parties to a reciprocal compensation arrangement as it relates to the terms of compensation for the transportation and termination of telecommunications?

A. Section 251(b)(5) of the Act imposes on each local exchange carrier "[t]he duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications." Section 252(d)(2)(A) of the Act further provides as follows:

> For the purposes of compliance by an incumbent local exchange carrier with section 251(b)(5), a State commission shall not consider the terms and conditions for reciprocal compensation to be just and reasonable unless –
>
> (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier; and
>
> (ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls.

Q. Has the FCC determined what the proper level of compensation is for transport and termination ?

A. Yes, the FCC has addressed the level of compensation to be applied several times. After establishing how reciprocal compensation rates would be determined for ILECs, the FCC turned to the question of what rates should apply to CLECs. The FCC concluded in Paragraph 1085 of the Local Competition Order that the ILECs' reciprocal compensation rates should be adopted as the "presumptive proxy" for the CLEC's rates -- in other words, the rates were

required to be the same. The only exception to this rule arises when a CLEC establishes that its transport and termination costs are higher than those of the ILEC. *Local Competition Order*, paragraph 1089; FCC Rule 51.711(b).

The FCC stated the following in paragraph 1090 of the *Local Competition Order*:

> We find that the "additional costs" incurred by a LEC when transporting and terminating a call that originated on a competing carrier's network are likely to vary depending on whether tandem switching is involved. We, therefore, conclude that states may establish transport and termination rates in the arbitration process that vary according to whether the traffic is routed through a tandem switch or directly to the end-office switch. In such event, states shall also consider whether new technologies (e.g., fiber ring or wireless networks) perform functions similar to those performed by an incumbent LEC's tandem switch and thus, whether some or all calls terminating on the new entrant's network should be priced the same as the sum of transport and termination via the incumbent LEC's tandem switch. *Where the interconnecting carrier's switch serves a geographic area comparable to that served by the incumbent LEC's tandem switch, the appropriate proxy for the interconnecting carrier's additional costs is the LEC tandem interconnection rate.* (Emphasis added)

The FCC reached three conclusions. First, it is appropriate to establish an additional rate for ILECs when they use a tandem switch in the transport and termination of CLECs' local traffic. Second, states may consider whether some or all calls terminated by a CLEC may be priced at that higher rate if the CLEC uses alternative technologies or architectures to perform functions similar to those performed by the ILEC's tandem switch. Third, the higher rate *must* be applied when the CLEC's switch serves a geographic area comparable to that served by the ILEC's tandem switch. FCC Rule 51.711(a) codified these principles as follows:

> Rates for transport and termination of local telecommunications traffic shall be symmetrical, except as provided in paragraphs (b) and (c) of this section. [These exceptions do not apply here.]
>
> (1) For purposes of this subpart, symmetrical rates are rates that a carrier other than an incumbent LEC assesses upon an incumbent LEC for transport and termination of local telecommunications traffic equal to those that the incumbent LEC assesses upon the other carrier for the same services.
>
> (2) In cases where both parties are incumbent LECs, or neither party is an incumbent LEC, a state commission shall establish the symmetrical rates for transport and termination based on the larger carrier's forward-looking costs.
>
> (3) Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC's tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC's tandem interconnection rate.

The FCC could not have been clearer. The geographic comparability rule was adopted without exception or qualification.

Finally, as noted above, the FCC addressed this issue in *InterCarrier Compensation NPRM.* In Paragraph 105 of that order, the FCC put to rest claims by the ILECs that Rule 51.711 applies a two-prong test for entitlement to compensation at the tandem interconnection rate:

> In addition, section 51.711(a)(3) of the Commission's rules requires only that the comparable geographic area test be met before carriers are entitled to the tandem interconnection rate for local call termination. *Although there has been some confusion stemming from additional language in the text of the Local Competition Order regarding functional equivalency* [paragraph 1090], section 51.711(3) is clear in requiring only a geographic area test. Therefore we confirm that a carrier demonstrating that its switch serves "a geographic area comparable to that served by the incumbent LEC's tandem switch" is entitled to the tandem interconnection rate to terminate local telecommunications traffic on its network.. *Intercarrier Compensation NPRM*, paragraph 105 (emphasis added).

Q. Was Issue 106 addressed in the Virginia arbitration?

A. Yes. The Virginia arbitration ruled as follows (citations omitted):

> 309. We adopt AT&T and WorldCom's proposals because we determine that they are consistent with the Commission's rule. As discussed earlier, the Commission clarified in its *Intercarrier Compensation NPRM* that, in order to qualify for the tandem rate, a competitive LEC need only demonstrate that its switch serves a geographic area comparable to that of the incumbent LEC's tandem switch. Although Verizon has conceded that the tandem rate rule does not have a functionality requirement, it continues to assert that the competitive LEC switch must actually serve a geographically dispersed customer base in order qualify for the tandem rate. We agree, however, with AT&T and WorldCom that the determination whether a competitive LEC's switch "serves" a certain geographic area does not require an examination of the competitor's customer base. Indeed, Verizon has not proposed any specific standard for AT&T and WorldCom to prove that they are actually serving a geographically dispersed customer base. The tandem rate rule recognizes that new entrants may adopt network architecture different from those deployed by the incumbent; it does not depend upon how successful the competitive LEC has been in capturing a "geographically dispersed" share of the incumbent LEC's customers, a standard that would penalize new entrants. We agree with AT&T and WorldCom, therefore, that the requisite comparison under the tandem rate rule is whether the competitive LEC's switch is capable of serving a geographic area that is comparable to the architecture served by the incumbent LEC's tandem switch. We find, moreover, that Verizon appears to concede that the AT&T and WorldCom switches satisfy this standard. In its brief, Verizon states, "At best, [AT&T] has shown that its switches may be *capable of serving* customers in areas geographically comparable to the areas served by Verizon's tandems," and, "[a]s with AT&T, [WorldCom] offered only evidence relating to the capability of its switches." As we explain above, such evidence is sufficient under the tandem rate rule and Verizon fails to offer any evidence rebutting the evidence provided by the petitioners. Should there be any future dispute regarding the capability of the petitioners' switches to serve a geographical area comparable to Verizon's switches, we expect the parties to use their agreements' dispute resolution procedures to resolve them.

Q. How does MCIm's local network architecture compare to SBC Michigan's?

A. MCIm's local network has a substantially different architecture than that of SBC Michigan, but provides, for interconnection purposes, the same capabilities and overall functionality. ILEC networks, developed over many decades, employ an architecture characterized by a large number of switches within a hierarchical system, with relatively short copper based subscriber loops. By contrast, MCIm's local network employs state-of-the-art equipment and design principles based on the technology available today, particularly optical fiber rings utilizing SONET transmission. In general, using this transmission based architecture, it is possible for MCIm to access a much larger geographic area from a single switch than does the ILEC switch in the traditional copper based architecture.

MCIm's switch is capable of serving the 123 Michigan rate centers in the Detroit LATA[2] (LATA 340) which are also served by SBC Michigan with its tandem and subtending end office architecture. Specifically, in providing service to the Michigan rate centers in LATA 340, SBC Michigan uses approximately 8 local / access tandems[3] and over 100 end office switches to serve these same rate

[2] Attachment MH-1 is Original Sheet No. 24 of the SBC Michigan tariff, Part, 4, Section 1, which details the 123 rate centers in the Detroit LATA.

[3] The SBC web posting (http://www.sbc.com/public_affairs/docs/0,5931,103,00.html) from 2000 lists six (6) Michigan tandem offices in the Detroit LATA. These offices are as follows: DTRTMIBH20T, FLNTMIMN68T, PNTCMIMN50T, PNTCMIMN67T, WAYNMIMN20T, WBFDMIMN20T. Subsequently, SBC on March 1, 2002, issued Accessible letter CLECAM02-083 noting the establishment of a new Local/Access

centers[4]. MCIm uses just one switch in serving these rate centers. MCIm is able to serve such large geographic areas via its extensive transport network and bears the costs of that owned network. Thus, MCIm's switch in the Detroit LATA, in serving these Michigan rate centers, serves an area that is greater than the service area of any of the 8 tandem switches used by SBC Michigan in serving this same area. Further, as clearly shown in the June 5, 1997 order in Case No. U-11345, MCIm has the operating authority to serve in all of the SBC Michigan exchanges and Verizon exchanges in Michigan.

Q. How has the MPSC addressed this issue in the past?

A. Yes, the Michigan Commission has been confronted with this issue on several occasions. In the first MCIm/SBC Michigan arbitration, Case No. U-11168, the MPSC adopted the recommendation of the arbitration panel and held

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Tandem in Ann Arbor (ANARMIMN20T). Also, on April 26, 2002, SBC issued Accessible letter CLECAM02-164 noting the establishment of a new Local/Access Tandem in Detroit (DTRTMIVW20T). These accessible letters are attached as Attachments MH-2 and MH-3, respectively. This brings the number of SBC Local/Access Tandems in the Detroit LATA to 8.

[4] The North American Numbering Plan Administrator maintains a listing of NPA/NXX combinations associated with the local operating companies and the switch used to provide service to these NPA/NXX combinations. This listing is publicly available from its website at: http://www.nanpa.com/ . A partial copy of this publicly available listing is set forth as Attachment MH-4 which shows that over 100 SBC central offices provide service in the designated areas to rate centers in the Detroit LATA. Further, this exhibit shows that MCIm provides service off of its Detroit switch (DTRTMIDODSO) to the following rate centers: Ann Arbor, Auburn Heights, Birmingham, Centerline, Detroit Zone 1, Detroit Zone 2, Detroit Zone 3, Detroit Zone 4, Detroit Zone 5, Detroit Zone 6, Farmington, Livonia, Mount Clemens, Northville, Plymouth, Pontiac, Rochester, Royal Oak, Southfield, Troy, Warren, West Bloomfield, Utica, Wayne, Wyandotte, and Ypsilanti,

that MCIm did not provide sufficient evidence showing that its fiber optic ring architecture served an area comparable to the area served by SBC Michigan's tandem switches (Panel Decision November 26, 1996, page 20; MPSC Order, December 20, 1996). MCIm appealed this issue, and the District Court affirmed that MPSC decision. *MCI Telecommunications Corp. v. Michigan Bell Telephone Company,* 79 F.Supp.2d 768 (Dist.Ct. E.D. MI, 1999). At page 790 of that decision, the Court held that MCIm failed to show that it had operating authority to serve a geographic area comparable to that of SBC Michigan, and that FCC rule 51.117(a)(3) was intended to focus on the CLEC's present ability to serve a comparable area, not the future capability of the CLEC to expand service throughout the service territory.

Since that time, the MPSC has further addressed the issue. In the MediaOne Telecommunications of Michigan (MediaOne)/SBC Michigan arbitration, Case No. U-12198, the Panel determined that MediaOne presented sufficient evidence showing that its switch had the capability to perform the functions of a tandem switch, and that its switch met the coverage requirements of the FCC's rule. However, the Panel ruled also found MediaOne did not presently serve customers throughout a geographic area comparable to that of SBC Michigan, and therefore, MediaOne was not entitled to the tandem interconnection rate for traffic terminated on its system (Panel Decision January 28, 2000, pages 29-30).

The MPSC disagreed with this decision of the Arbitration Panel. On March 3, 2000, the Commission reversed the Panel determination and held that:

> After reviewing the facts presented to the arbitration panel, the Commission is persuaded that the area served by MediaOne's SONET network is comparable to that served by Ameritech Michigan's tandem switch. In so finding, the Commission is aware that MediaOne does not yet have the same number of customers or locations of customers that the incumbent currently has. Yet the Commission is persuaded that MediaOne's switch is serving a geographic area that is broad enough to be comparable to an Ameritech tandem.

(Order, page 18)

The MPSC went on to conclude that MediaOne was entitled to symmetrical reciprocal compensation at the tandem rate. The facts as presented by MediaOne (and relied upon by the Commission in that case) are attached hereto as Attachment MH-5. The presentation by MCIm in the present matter is certainly stronger and more detailed than the presentation of MediaOne which was previously approved by this Commission.

Q. Does MCIm meet the MPSC's criteria for symmetrical reciprocal compensation as set forth in the MediaOne case described above?

A. Yes, it does. As I described in response to a previous question, MCIm's network architecture is designed to perform that same functions that SBC Michigan's network performs with fewer switches covering a similar geographic area.

Q. Has the FCC reviewed this issue recently?

A. Yes. In the *Virginia Arbitration* discussed at the beginning of my testimony, the FCC was asked to rule on this precise issue. In that proceeding, Verizon argued that the CLECs must show a geographically disbursed customer base in order to comply with the FCC rule and be eligible for symmetrical reciprocal compensation. The FCC disagreed, stating:

> We adopt AT&T and WorldCom's proposals because we determine that they are consistent with the Commission's rule. As discussed earlier the Commission clarified in its *Intercarrier Compensation NPRM* that, in order to qualify for the tandem rate, a competitive LEC need only demonstrate that its switch serves a geographic area comparable to that of the incumbent LEC's tandem switch…We agree…with AT&T and WorldCom that the determination whether a competitive LEC's switch "serves" a certain geographic area does not require an examination of the competitor's customer base…The tandem rate rule recognizes that new entrants may adopt network architecture different from those deployed by the incumbent; it does not depend on how successful the competitive LEC has been in capturing a 'geographically dispersed' share of the incumbent LEC's customers, a standard that would penalize new entrants…

(*Virginia Arbitration*, DA 02-1731, paragraph 309)

Q. What is SBC Michigan's position on these issues?

A. SBC Michigan did not file testimony or other information in support of Issues 106 and 107.

Q. Please summarize MCIm's recommendation.

A. Based on the MPSC decision in the MediaOne arbitration, the FCC's recent ruling in the Virginia arbitration, and the factual showing of MCIm in the present proceeding, the Commission should find that MCIm has provided

compelling evidence that its switch covers a geographic area comparable to that served by the SBC Michigan tandem switches, and that MCIm's proposed language should be adopted for Section 4.1 and 4.1.1. Assuming that MCIm's proposed language is adopted, the tandem interconnection elements of the reciprocal compensation pricing should be assessed traffic originating in SBC Michigan's service territory and terminating to MCIm.

ISSUE 108

Issue 108: **What rates should apply for termination of intraLATA toll calls?**

Contract Reference: **Appendix Reciprocal Compensation, Section 5.1**

Q. What is the controversy between the parties with respect to the language proposed by SBC Michigan for Section 5.1 of the Reciprocal Compensation Appendix?

A. Section 5.1 consists of one sentence, half of which contains disputed language. The parties agree that intraLATA toll traffic shall be compensated in accordance with each party's switched access tariffs, but SBC Michigan has gone farther and seeks to impose a cap on the access rates that can be charged by MCIm to SBC. With its language, SBC Michigan seeks to cap MCIm's switched access rates at SBC's own switched access rates, as follows:

> The Parties will charge each other for the termination of intraLATA toll calls in accordance with each Party's respective Switched Access tariffs, **but not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located.**

MCIm objects to this unilaterally imposed cap on its switched access charges. There is absolutely no basis on the record of this proceeding for adopting such a drastic change to the switched access regime in Michigan, and SBC Michigan's attempts to do so should be rejected.

Q. Why has SBC Michigan made this recommendation?

A. Ms. Pellerin addresses this issue at pages 51-57 of her testimony. According to Ms. Pellerin, MCIm's switched access charges are priced above MCIm's costs, so MCIm's charges should be capped at SBC Michigan's as a reasonable proxy for MCIm's true costs of providing access service (Pellerin testimony, 53). Ms. Pellerin apparently believes that capping switched access charges at SBC Michigan's level is consistent with MCIm's insistence that reciprocal compensation charges be symmetrical (*id.*, 53-54). It is also SBC Michigan's view that permitting MCIm to charge SBC Michigan for switched access out its own access tariff will allow MCIm to "game the system" by charging higher rates than SBC Michigan may charge out of its tariffs. Ms. Pellerin also complains that the use of MCIm's switched access tariff for intraLATA toll compensation subjects SBC Michigan to changes that MCIm might make to its tariff (*id.*, 56).

Q. What is your response to Ms. Pellerin's arguments?

A. In the first place, I find it astonishing that SBC Michigan would attempt to overturn the entire Michigan intrastate switched access charge compensation regime by proposing language in a two-party arbitration proceeding that does not involve exchange access charges. Similar to SBC Michigan's misguided attempt to re-open the generic FX service investigation in this case, it certainly is inappropriate and unfair to CLECs and other industry participants to consider the implementation of a new access charge compensation process in this case.

Furthermore, SBC Michigan has no persuasive basis for seeking this change to the exchange access compensation scheme. Ms. Pellerin has provided absolutely no support for her conclusion that MCIm's intrastate, intraLATA switched access charges are not related to its costs, and MCIm is under no obligation to make such a showing. Ms. Pellerin freely admits that the FCC did not address this issue in its *CLEC Access Reform Order* (Pellerin testimony, 57), and that the entire thrust of SBC Michigan's argument is that the logic of symmetrical reciprocal compensation rates should be applied to intraLATA exchange access rates.

This Commission in Case No. U-11660 (in its order of October 26, 1998), specifically ruled that Section 310(5) of the Michigan Telecommunications Act specifically prohibits the provision of intrastate access service in an unreasonably discriminatory manner. Here, SBC would be seeking discriminatory rates to its

benefit, and this SBC proposal is clearly unlawful. Also, in Case No. U-12287 (In the matter of the complaint of AT&T COMMUNICATIONS OF MICHIGAN, INC., against AMERITECH MICHIGAN, order of August 17, 2000) this Commission stated, in part, as follows:

> Although the Commission agrees with the ALJ that mirroring is the proper approach to setting intrastate access rates, it is not prepared to accept all of the reasoning used in the PFD to support this conclusion. Section 310 does not provide a basis for finding that mirroring is the rate standard approved by statute for toll access services. Although Section 310 declares that access rates in excess of mirrored rates are not just and reasonable, it does not expressly approve or disapprove of access rates that fall below mirrored levels. Instead it provides that the Commission should decide those matters when they are in dispute. As previously noted, AT&T has properly invoked the dispute resolution procedures provided in Section 310 in this case.
>
> Ultimately, however, the Commission is not persuaded on the merits that it should reduce intrastate access rates to their TSLRICs, but rather it finds that it should not now abandon the longstanding practice of allowing intrastate interexchange carrier access rates to mirror interstate rates.

Q. How should the Commission decide this issue?

A. For the reasons set forth above, SBC Michigan's proposed language should be rejected and the current exchange access compensation scheme for intraLATA toll traffic be left in place for the purposes of this Agreement and any disputes can not be resolved in an interconnection agreement arbitration proceeding.

ISSUE 109 AND 110

Issue 109: **What processes should apply for assessing Percent Local Usage to determine appropriate termination rates?**

Contract Reference: **Appendix Reciprocal Compensation, Sections 13.2-13.4**

Q. **Please describe the disputed language proposed by the parties for this issue.**

A. Both MCIm and SBC Michigan have proposed a methodology for billing for calls terminated on their respective networks which cannot be identified, via Calling Party Number (CPN), as to whether the call is local or toll:

13.2 **Where SS7 connections exist, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.** ***If, as set forth in Section 3 of this Appendix Reciprocal Compensation, the originating Party passes CPN on calls, the receiving Party shall bill the originating Party the appropriate termination rate applicable to each minute of traffic for which CPN is passed. For the remaining calls without CPN information, the receiving Party shall bill the originating Party the appropriate termination rate applicable to each minute of traffic in direct proportion to the minutes of use of calls passed with CPN information.***

13.2.1 ***If the originating Party fails to pass CPN on more than ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or toll traffic, the originating Party will supply an auditable Percent Local Usage (PLU) report quarterly, based on the previous three months' traffic, and applicable to the following three months. If***

> ***the originating Party also desires to combine interstate and intrastate toll traffic on the same trunk group, it will supply an auditable Percent Interstate Usage (PIU) report quarterly, based on the previous three months' terminating traffic, and applicable to the following three months. In lieu of the foregoing PLU and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon period.***
>
> 13.3 ***Intentionally Omitted.*** **When PLU is supported by a carrier delivering traffic, PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.**
>
> 13.4 **Audit provisions are contained in the general terms and conditions. If the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit.** If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

Q.. Please explain the nature of the parties' dispute on this issue.

A. The parties agree that usage measurement should be addressed in the interconnection agreement. The controversy exists over which party's proposed language will be used to implement the carriers' usage measurement concerns. SBC Michigan has proposed that a determination be made as to the percentage of calls passed between the parties that have no CPN . If greater than 90% of the calls are passed with CPN, then the traffic will be billed as either local or toll traffic, based on the local/toll percentage of the calls actually being passed with CPN. On the other hand, if less than 90% of the calls being exchanged are passed with out CPN, then all calls without CPN will be billed as toll calls and subject to

access charges. Thus, if 15% of the calls passed to SBC have no CPN, MCIm will be charged intraLATA access charges even if a large percentage of the traffic passed with CPN is local.

MCIm's methodology uses the same 10% threshold for traffic without CPN, but then provides that the calls shall be billed in accordance with the originating carrier's auditable Percent Local Usage (PLU) quarterly report for the past 3 months, applicable to the next three months. If local and toll traffic is being mixed on the same trunk, the originating carrier should provide a Percent Interstate Usage (PIU) report for the past three months, applicable for the next three months. Thus, rather than assess much higher access charges for all calls that are passed without CPN when the 10% trigger is exceeded, MCIm's proposal uses traffic measurements from an immediate prior period so that a more accurate portion of the calls—those that are likely to be toll calls—will be subject to access charges.

SBC Michigan's proposal produces a windfall with the collection of access charges for all calls passed without CPN if the 10% threshold is exceeded. By contrast, MCIm's methodology produces a more accurate measurement and no such windfall for either party.

Q. Why has SBC Michigan rejected MCIm's proposal to use PLU or PIU to measure traffic for billing purposes?

A. It appears that SBC Michigan's only criticism of MCIm's proposal is that, according to Ms. Chapman, carriers may be incented to pass inaccurate CPN, or no CPN, in order to have traffic billed at a more favorable PLU or PIU (Chapman testimony, 58). However, this arbitrage possibility, which, as far as I can tell, has no basis in fact, certainly does not outweigh the obvious financial benefit that is reaped by SBC Michigan under its proposal.

Q. Has this issue been addressed in other jurisdictions?

A. Yes. In the *Virginia Arbitration* the FCC was presented with very similar proposals from Verizon and the CLECs participating in that case (including MCI). After considering the arguments on both sides, the FCC concluded that:

> We adopt WorldCom's proposal because it offers a reasonable solution to address those situations in which the parties are unable to pass CPN on 90 percent of their exchanged traffic. Other than indicating concern about unnamed competitive LECs 'stripping off' CPN to receive reciprocal compensation for a call subject to access charges, Verizon offers no real criticism of WorldCom's proposal. However sympathetic we may be to Verizon's concerns, we note that less drastic measures are available to it (*e.g.*, filing a complaint with the Virginia Commission). We decline to burden WorldCom merely because of the potential for unlawful behavior by other competitive LECs.

(*Virginia Arbitration*, ¶190)

Q. What are Mr. Nevels' concerns about this issue?

A. Based on MCIm's proposal to use PIU for trunks carrying local and toll traffic, Mr. Nevels has argued that MCIm intends to combine interstate and intrastate traffic on the same trunks, even from long distance customers who are not local customers of MCIm (Nevels testimony, 37). Interstate and intraLATA

toll traffic would still be sent over the same trunk, for which PIU would be used. Local and local toll would still be sent over the same trunk for which PLU would be used. I am not aware of any plans to change these two categories. Accordingly, what MCIm is proposing is effective and workable.

Issue 110: **Should Ameritech-Michigan, to the extent permitted by Intervening Law provision of this Agreement, be able to implement the FCC ISP Compensation Order upon 20 days written notice?**

Contract Reference: **Appendix Reciprocal Compensation, Section 14.1**

Q. Please describe SBC Michigan's proposal for Section 14.1 of the Reciprocal Compensation Appendix.

A. With its proposed language, SBC Michigan has attempted to insert a "reservation of rights" provision into this Agreement that would permit it to unilaterally implement the FCC's reciprocal compensation scheme for ISP-bound traffic upon 20 days notice to MCIm. SBC Michigan has proposed the following language for Section 14.1 of the Appendix:

> **14.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties agree that by executing this Agreement and carrying out the intercarrier compensation terms and conditions herein, neither Party waives**

any of its rights, and expressly reserves all of its rights, under the FCC ISP Compensation Order or any other regulatory, legislative or judicial action, including but not limited to the Ameritech-Michigan's option to invoke the FCC's ISP terminating compensation plan to extent permitted by change of law rights herein, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. To the extent permitted by change of law rights herein, Ameritech-Michigan agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which Ameritech-Michigan designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by Ameritech-Michigan, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.

MCIm vehemently objects to the insertion of this language into the Reciprocal Compensation Appendix.

Q. Why does MCIm object to this language?

A. In the first place, it conflicts with the agreed-to process for ISP traffic set forth in the Appendix. As described in the Introduction to the Reciprocal Compensation Appendix, Section 1.1, the parties entered into an Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms, dated June 6, 2001, with a term of February 1, 2001 through May 31, 2004. This amendment provides a reciprocal compensation scheme including ISP-bound traffic. As further noted in Section 1.1, the parties have agreed to enter into good faith negotiations for successor terms no later than six months

prior to the end of the term. To the extent that these negotiations are not fruitful, the dispute resolution process will be followed.

Obviously these negotiations will involve a consideration of the FCC's *ISP Intercarrier Compensation Order*. However, an arms-length negotiation regarding the possible implementation of that order is a far cry from the language proposed by SBC Michigan in Section 14.1. SBC Michigan has gone so far as to propose that it be able to provide twenty days written notice in advance of the date upon which it decides that "the FCC's ISP terminating compensation plan shall begin in this state". The Commission should not sanction SBC Michigan's heavy-handed attempt to end-run the negotiation process to which it has agreed.

Q. Do you have other concerns with the proposed language for Section 14.1?

A. Yes. Even if the Commission agreed with SBC Michigan and permitted the FCC *ISP Intercarrier Compensation Order* reciprocal compensation scheme to be "implemented" on 20 days notice, there are nonetheless certain details that must be addressed by the MPSC. For example, the *ISP Intercarrier Compensation Order* establishes a "rebuttable presumption" that traffic exchanged between local carriers that "exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound traffic." *ISP Intercarrier Compensation Order* ¶ 8. However, the *ISP Intercarrier Compensation Order* further provides that "carriers that seek to rebut this presumption, by showing that traffic above the

ratio is not ISP-bound traffic or, conversely, that traffic below the ration is ISP-bound traffic, *may seek appropriate relief from their state commission pursuant to section 252 of the Act.*" Id. (emphasis added). The *ISP Intercarrier Compensation Order* thus clearly contemplates the continued involvement of state commissions in the implementation of the new inter-carrier compensation regime.

Moreover, under the *ISP Intercarrier Compensation Order*, inter-carrier compensation rates for ISP-bound traffic may continue to vary from state to state, and may still be based on the reciprocal compensation rates established by individual state commissions. Incumbent LECs can invoke the new inter-carrier compensation regime "*only* if [the] incumbent LEC offers to exchange all traffic subject to section 251(b)(5) at the same rate." *ISP Intercarrier Compensation Order* ¶ 89. If an incumbent carrier does not offer to exchange all section 251(b)(5) traffic at the new rate, the Commission "order[s] them to exchange ISP-bound traffic at the state-approved or state-arbitrated reciprocal compensation rates reflected in their contracts." Id. Incumbent LECs "may make this election on a state-by-state basis." Id. n.179. If the new inter-carrier compensation regime is to be invoked on a state-by-state basis, state commissions are in the best position to evaluate and implement that new regime.

Finally, there are implementation issues raised by the *ISP Intercarrier Compensation Order* that the Order itself does not resolve. For example, the *ISP Intercarrier Compensation Order* establishes caps on the growth in the number of minutes of ISP-bound traffic for which a carrier may charge incumbent LECs, but

does not specify how the minutes of ISP-bound traffic should be calculated. *ISP Intercarrier Compensation Order* ¶ 78. That implementation issue can appropriately be addressed in interconnection agreements.

Because SBC Michigan's proposed language provides no guidance, in this Agreement, as to how the FCC reciprocal compensation scheme would be implemented, the twenty day notice provision that the scheme will be invoked creates uncertainty and confusion. To the extent that the MPSC addresses the issues discussed above, or MCIm and SBC Michigan can come to agreement on how the compensation scheme will work during the contemplated negotiations, these details can be made part of this Agreement. Until that time, SBC Michigan's proposed language must be eliminated.

Q. Has SBC Michigan provided any valid basis for this propose language in the Agreement?

A. I do not believe so. Ms. Pellerin states that MCIm should be familiar with the *ISP Intercarrier Compensation Order* and should not be surprised that SBC Michigan intends to reserve its rights to invoke it, but this argument begs the issues discussed above. Ms. Pellerin also states, at page 63 of her testimony, that SBC Michigan's proposed language will resolve open issues and prevent future disputes, but on the contrary, that is precisely what the proposed language will do. MCIm submits that these intercarrier compensation issues can, and should, be addressed through the Agreement, but not in the manner proposed by SBC.

Furthermore, the March 12, 2003 order in ***In the matter of ACCUTEL OF TEXAS, INC., d/b/a 1-800-4-A-PHONE's petition for arbitration pursuant to Section 252(b) of the Telecommunications Act of 1996 to resolve open issues for an interconnection agreement with AMERITECH MICHIGAN. In the matter of the request for Commission approval of an interconnection agreement between ACCUTEL OF TEXAS, INC., d/b/a 1-800-4-A-PHONE and AMERITECH MICHIGAN*** (Case No. U-13352; and Case No. U-13448, 2003 Mich. PSC LEXIS 54*),* the Commission adopted an interconnection agreement with the following pertinent terms:

> **In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other**

> **rights, ILEC reserves its right to exercise its option at any time in the future to adopt on a date specified by ILEC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.**

This shows that SBC Michigan is allowing other carriers to negotiate the resolution of this issue, and if negotiation does not create a resolution the parties are then to follow the dispute resolution provisions of the interconnection agreement. This should be the same result in the case at hand, similar to what MCIm is proposing here.

Q. Does this conclude your testimony?

A. Yes, it does.

Attachment MH-1

LOCAL ACCESS AND TRANSPORT AREAS (LATA) AND AFFILIATED EXCHANGES

A. RATE CENTERS IN DETROIT LATA:

Adrian
Algonac
Almont
Ann Arbor
Applegate
Armada
Auburn-
Heights
Avoca

Belleville
Birmingham
Blissfield
Brighton
Britton
Brown-City
Byron

Capac
Carleton
Carsonville
Center Line
Chelsea
Clarkston
Clayton
Clinton
Clio-Mt.-
Morris
Columbiaville
Commerce
Croswell

Davison
Deckerville
Deerfield
Detroit
Dexter
Drayton Plains
Dryden
Dundee

Emmett
Erie

Farmington
Fenton
Flat Rock
Flint
Flushing

Gaines
Goodells
Goodrich
Grand Blanc
Gregory

Hadley
Hartland
Holly
Howell
Hudson

Ida
Imlay City

Jeddo

Lake Orion
Lambertville
Lapeer
Lennon
Lexington
Linden
Livonia
Lost-Peninsula

Manchester
Marine City
Maybee
Memphis
Metamora
Milan
Milford-
White ake
Monroe
Montrose
Morenci
Mt. Clemens

New Baltimore
New Boston
New Haven
New Lothrop
Newport
North Branch
Northville

Ogden Center
Onsted
Ortonville
Otisville
Oxford

Peck
Petersburg
Pinckney
Plymouth
Pontiac
Port Huron
Port Sanilac

Rankin
Richmond
Rochester
Rockwood
Romeo

St. Clair
Saline
Sand Creek
Sandusky
Smiths Creek
Snover
Southfield
South Lyon
Swartz Creek

Tecumseh
Temperance
Tipton
Trenton
Troy

Utica

Walled Lake
Warren
Washington
Wayne
West Bloomfield
Whitmore Lake
Willis
Wyandotte

Yale
Ypsilanti

Attachment MH-2

SBC Ameritech

Accessible

Date: **March 1, 2002**

Number: **CLECAM02-083**

Effective Date: **NA**

Category: **Other**

Subject: **(TANDEM REHOMES) Establish New DMS200 Local/Access Tandem and Rehome 22 Central Offices in LATA 340 - MI**

Related Letters: **CLECAM01-203, CLECAM01-382**

Attachment: **NA**

States Impacted: **Michigan**

Response Deadline: **NA**

Contact: **Account Manager or Service Representative**

Conference Call/Meeting: **NA**

Network Change:

Network Access Services

This AL is being issued to amend carrier, phased cutover, schedule information for the Ann Arbor tandem activity identified in CLECAM01-203 and CLECAM01-382.

Description of Type of Changes Planned:

Establish a new DMS200 Local/Access Tandem in the Ann Arbor, MI CO (ANARMIMN20T) and rehome twenty-two (22) Ameritech central office switches shown below. The new Tandem will be loaded with LEC00015 and is a new Local/Access Tandem in the Detroit LATA 340 Tandem network. The twenty two end offices are being rehomed from two tandems to ANARMIMN20T, as detailed below:

Point Code for ANARMIMN20T is 250-150-005.

End Offices rehoming from WAYNMIMN20T to ANARMIMN20T:

ANARMIMNCG1	ANN ARBOR
ANARMIMNDS0	ANN ARBOR
ANARMISEDS0	ANN ARBOR
BLVLMIBVDS0	BELLEVILLE
BLVLMINEDS0	BELLEVILLE
CHLSMIMNDS0	CHELSEA
DXTRMIDXDS0	DEXTER
HMBGMIMNRSA	HAMBURG
LIVNMINWDS0	LIVONIA
MILNMIMNRSE	MILAN
MNCHMIMNRSA	MANCHESTER
NRVLMIMNDS0	NORTHVILLE
PLMOMIMNDS0	PLYMOUTH
PNCNMIMNRSA	PINCKNEY
SLYNMIMNDS0	SOUTH LYON
WAYNMINWDS0	WAYNE
WILSMIWLRS0	WILLIS
WRLKMIMNDS0	WHITMORE LAKE
YPSLMIMNDS0	YPSILANTI

Description of Type of Changes Planned:

End Offices rehoming from WBFDMIMN20T to ANARMIMN20T:

BITNMIESDS0 BRIGHTON
HOWLMIMNDS0 HOWELL
HRLDMIHRDS0 HARTLAND

Project codes associated with these rehomes are:

A. For CLEC Orders: AIIAAATDMCLEC
B. For IC Orders: **AATDMIXC**
C. For Independents: **AATDMIND**
D. For Wireless: **AATDMW**

NEW CLLI AND POINT CODE:
A. New CLLI: ANARMIMN20T
B. Point Code: 250-150-005

Approximate order due dates for industry rehomes:
ILEC- Phased cutover begins, 06/04/02

IEC, CLEC, Wireless- Phased cutover scheduled to begin 06/18/02 and is expected to last through 08/10/02

Carriers should return ASRs by 04/18/02, in order to avoid any trunk blocking.

Description of Reasonably Foreseeable Impact of the Planned Changes:

Ameritech, Independent LECs, Wireless Service Providers, CLECs and Inter-exchange carriers will be affected for traffic originating and terminating to and from these end offices. New trunks and/or trunk groups must be established between the carriers and the new tandem. Also, existing trunks/trunk groups between the former tandem and the carriers must be disconnected or downsized.

Location of Change:

CLLI Code/Statewide	City	State	Implementation Date
ANARMIMN20T	Ann Arbor	MI	**Jan 2002 – Aug 2002**
WAYNMIMN20T	Wayne	MI	**Jan 2002 – Aug 2002**
WBFDMIMN20T	West Bloomfield	MI	**Jan 2002 – Aug 2002**

Attachment MH-3

SBC Ameritech

Accessible

Date: **April 26, 2002**

Number: **CLECAM02-164**

Effective Date: **NA**

Category: **Other**

Subject: **Establish New DMS200 Local/Access Tandem in Detroit LATA 340-Vinewood - MI**

Related Letters: **Network Notification Number AIT20015002, CLECAM02-078**

Attachment: **NA**

States Impacted: **Michigan**

Response Deadline: **NA**

Contact: **Account Manager or Service Representative**

Conference Call/Meeting: **NA**

Network Change:

Network Access Services

This AL is being issued to amend carrier, phased cutover, schedule information for the Vinewood tandem activity, to, 08/13/02-11/13/02.

Description of Type of Changes Planned:

Establish a new DMS200 Local/Access Tandem in the Detroit, Mi Vinewood CO (DTRTMIVW20T) and rehome forty-four (44) Ameritech central office switches shown below. The new Tandem will be loaded with LEC00015 and is a new Local/Access Tandem in the Detroit LATA 340 Tandem network. The twenty two end offices are being rehomed from two tandems to DTRTMIVW20T, as detailed below:

Point Code for DTRTMIVW20T is 250-050-111.

End Offices rehoming from DTRTMIBH20T to DTRTMIVW20T:

DTRTMIBHDS0	DETROIT BELL
DTRTMIBHDS1	DETROIT BELL
DTRTMIBLDS2	DETROIT BELL
DTRTMICLDS0	DETROIT COLUMBIA
DTRTMIHGRS0	DTRT HOGARTH RS0
DTRTMIHGRS1	DTRT HOGARTH RS1
DTRTMILXRSA	DTRT LENOX RSA
DTRTMIMDDS0	DETROIT MADISON
DTRTMINIDS0	DETROIT NIAGRA
DTRTMIPERSA	DTRT PLAZA RSA
DTRTMIPGDS?	DETROIT PINGREE (CG0 replacement)
DTRTMIPGRS0	DTRT PINGREE RS0
DTRTMIQQRS0	DTRT MED CTR
DTRTMIRFDS0	DETROIT REDFORD (CG0 replacement)
DTRTMIRFDS0	DETROIT REDFORD
DTRTMIRFRSF	DTRT REDFORD RSF
DTRTMIRVDS0	DETROIT RIVERFRONT
DTRTMIRVRSA	DTRT RIVERFRONT RSA
DTRTMIRVRSC	DTRT RIVERFRONT RSC

Description of Type of Changes Planned:

DTRTMITERSA	DTRT TYLER RSA
DTRTMITWRS0	DTRT TWINBROOK RS0
DTRTMITWRS1	DTRT TWINBROOK RS1
DTRTMIUVDS0	DETROIT UNIVERSITY
DTRTMIUVRSC	DTRT UNIVERSITY RSC
DTRTMIUVRSE	DTRT UNIVERSITY RSE
DTRTMIVTRS0	DTRT VERMONT RS0
DTRTMIVWDS0	DETROIT VINEWOOD
HGPKMITSDS0	HIGHLAND PARK
LNPKMIATDS0	LINCOLN PARK
MONRMIBBRSA	MONROE BB FORD
TRENMIMNRSA	TRENTON RSA
TRENMIMNRSC	TRENTON RSC
TROYMISMRSA	TROY SOMERSET RSA

End Offices rehoming from WAYNMIMN20T to DTRTMIVW20T:

ALPKMIAGRSA	ALLEN PARK AG FORD
ALPKMIASRSA	ALLEN PARK AS FORD
DRBRMIBWRSA	ECC BLDG OAKWOOD FORD
DRBRMIDBRSC	DEARBORN RSC
DRBRMIEERSA	REGENT COURT FORD
DRBRMIFBDS0	DEARBORN FAIRBORN
DRBRMIFBDS1	DEARBORN FAIRBORN
DRBRMIHERS0	BODY ENGINEERING RS0 FORD
DRBRMIHERS1	BODY ENGINEERING RS1 FORD
DRBRMIORDS0	DEARBORN OREGON
DRBRMIORRSA	DRBR OREGON RSA
LNPKMIATRSA	LINCOLN PARK RSA

Project codes associated with these rehomes are:

A. For Facility Orders (MIC): **DTRTVWMIC**
B. For Message Orders (MIM): **DTRTVWMSG**
C. For CLEC Orders: **AIIADTRTVWCLEC**
D. For IC Orders: **DTRTVWIXC**
E. For Independents: **DTRTVWIND**
F. For Wireless: **DTRTVWW**

Approximate order due dates for industry rehomes:

For IEC, CLEC and Wireless Carriers, the phased cutover schedule is: 08/13/02-11/13/02.
In order to prevent the potential of Carrier trunk blockage, ASRs are requested to be returned by 04/25/02.

Ameritech, Wireless Service Providers, CLECs and Interexchange carriers will be affected for traffic originating and terminating to and from these end offices. New trunks and/or trunk groups must be established between the carriers and the new tandem. Also, existing trunks/trunk groups between the former tandem and the carriers must be disconnected or downsized.

Description of Reasonably Foreseeable Impact of the Planned Changes:

Location of Change:

CLLI Code/Statewide	City	State	Implementation Date
DTRTMIVW20T	Detroit - Vinewood	MI	May 2002 – October 2002
DTRTMIBH20T	Detroit – Bell Headquarters	MI	May 2002 – October 2002
WAYNMIMN20T	Wayne	MI	May 2002 – October 2002

Attachment MH-4

Partial listing of end offices in the Detroit LATA from the North American Numbering Plan. This listing is publicly available from its website at: http://www.nanpa.com/

State	NPA-NXX	OCN	Company	RateCenter	Switch	EffectiveDate	Use	AssignDate
MI	248-203	9323	AMERITECH MICHIGAN	BIRMINGHAM	BRHMMIMNDS0		AS	
MI	248-208	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-209	7229	"MCIMETRO, ATS, INC. "	PONTIAC	DTRTMIDODS0		AS	
MI	248-213	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS1		AS	
MI	248-218	7229	"MCIMETRO, ATS, INC. "	ROCHESTER	DTRTMIDODS0		AS	
MI	248-221	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS2		UA	
MI	248-223	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-236	9323	AMERITECH MICHIGAN	OXFORD	OXFRMIOXDS0		AS	
MI	248-244	9323	AMERITECH MICHIGAN	TROY	TROYMISMDS0		AS	
MI	248-247	9323	AMERITECH MICHIGAN	TROY	TROYMIMNDS1		AS	
MI	248-253	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS2		AS	
MI	248-258	9323	AMERITECH MICHIGAN	BIRMINGHAM	BRHMMIMNCG0		AS	
MI	248-260	7229	"MCIMETRO, ATS, INC. "	AUBURN HTS	DTRTMIDODS0		AS	
MI	248-262	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS1		AS	
MI	248-263	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS1		AS	
MI	248-265	9323	AMERITECH MICHIGAN	BIRMINGHAM	ABHGMIMNDS0		AS	
MI	248-267	9323	AMERITECH MICHIGAN	BIRMINGHAM	ABHGMIMNDS0		AS	
MI	248-269	9323	AMERITECH MICHIGAN	TROY	TROYMISMDS0		AS	
MI	248-270	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	AUBURN HTS	SFLDMIQJDS1			AS
MI	248-273	9323	AMERITECH MICHIGAN	TROY	TROYMISMDS0		AS	
MI	248-276	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMINEDS0	AS		
MI	248-280	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMISMDS0		AS	
MI	248-288	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMISMDS0		AS	
MI	248-293	9323	AMERITECH MICHIGAN	AUBURN HTS	ABHGMIMNDS0		AS	
MI	248-299	9323	AMERITECH MICHIGAN	AUBURN HTS	ABHGMIMNDS0		AS	
MI	248-304	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-305	9323	AMERITECH MICHIGAN	NORTHVILLE	NRVLMIMNDS0		AS	
MI	248-307	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMIMNDS0		AS	
MI	248-312	9323	AMERITECH MICHIGAN	BIRMINGHAM	ABHGMIMNDS0		AS	
MI	248-322	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS2		AS	
MI	248-324	9323	AMERITECH MICHIGAN	FARMINGTON	FMHLMIFHDS0		AS	
MI	248-328	9323	AMERITECH MICHIGAN	HOLLY	HLLYMIHYRSA		AS	
MI	248-332	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS2		AS	
MI	248-333	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS2		AS	
MI	248-334	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS2		AS	
MI	248-335	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS2		AS	
MI	248-336	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	

MI	248-338	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS2		AS	
MI	248-339	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS0		AS	
MI	248-340	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMINEDS0	AS		
MI	248-344	9323	AMERITECH MICHIGAN	NORTHVILLE	NRVLMIMNDS0		AS	
MI	248-347	9323	AMERITECH MICHIGAN	NORTHVILLE	NRVLMIMNDS0		AS	
MI	248-348	9323	AMERITECH MICHIGAN	NORTHVILLE	NRVLMIMNDS0		AS	
MI	248-349	9323	AMERITECH MICHIGAN	NORTHVILLE	NRVLMIMNDS0		AS	
MI	248-350	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS1		AS	
MI	248-351	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-352	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-353	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-354	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-355	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-356	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-357	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS1		AS	
MI	248-358	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS1		AS	
MI	248-359	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-360	9323	AMERITECH MICHIGAN	COMMERCE	CMRCMICMDS0		AS	
MI	248-362	9323	AMERITECH MICHIGAN	TROY	TROYMISMDS0		AS	
MI	248-363	9323	AMERITECH MICHIGAN	COMMERCE	CMRCMICMDS0		AS	
MI	248-364	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMINEDS0	AS		
MI	248-365	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	PONTIAC	SFLDMIQJDS1			AS
MI	248-366	9323	AMERITECH MICHIGAN	COMMERCE	CMRCMICMDS0		AS	
MI	248-368	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS1		AS	
MI	248-370	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMINEDS0	AS		
MI	248-371	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMINEDS0	AS		
MI	248-372	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS1		AS	
MI	248-373	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMINEDS0	AS		
MI	248-374	9323	AMERITECH MICHIGAN	NORTHVILLE	NRVLMIMNDS0		AS	
MI	248-375	9323	AMERITECH MICHIGAN	ROCHESTER	PNTCMINEDS0	AS		
MI	248-377	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMINEDS0	AS		
MI	248-380	9323	AMERITECH MICHIGAN	NORTHVILLE	NRVLMIMNDS0		AS	
MI	248-386	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS1		AS	
MI	248-391	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMINRRS0	AS		
MI	248-393	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMINRRS0	AS		
MI	248-394	9323	AMERITECH MICHIGAN	CLARKSTON	PNTCMINRRS0	AS		
MI	248-395	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIOKDS0	AS		
MI	248-397	7229	"MCIMETRO, ATS, INC. "	ROYAL OAK	DTRTMIDODS0		AS	
MI	248-398	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-399	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-404	9323	AMERITECH MICHIGAN	TROY	TROYMISMDS0		AS	

MI	248-414	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-423	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIOKDS0	AS		
MI	248-424	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIOKDS0	AS		
MI	248-426	9323	AMERITECH MICHIGAN	FARMINGTON	FRTNMIMNDS0		AS	
MI	248-427	9323	AMERITECH MICHIGAN	FARMINGTON	FRTNMIMNDS0		AS	
MI	248-430	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	BIRMINGHAM	SFLDMIQJDS1			AS
MI	248-433	9323	AMERITECH MICHIGAN	BIRMINGHAM	BRHMMIMNCG0		AS	
MI	248-435	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMISMDS0		AS	
MI	248-437	9323	AMERITECH MICHIGAN	SOUTH LYON	SLYNMIMNDS0		AS	
MI	248-442	9323	AMERITECH MICHIGAN	FARMINGTON	FRTNMIMNDS0		AS	
MI	248-443	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIOKDS0	AS		
MI	248-445	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-446	9323	AMERITECH MICHIGAN	SOUTH LYON	SLYNMIMNDS0		AS	
MI	248-447	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS1		AS	
MI	248-448	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS1		AS	
MI	248-449	9323	AMERITECH MICHIGAN	NORTHVILLE	NRVLMIMNDS0		AS	
MI	248-451	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS0		AS	
MI	248-452	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS0		AS	
MI	248-454	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS0		AS	
MI	248-455	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-456	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS0		AS	
MI	248-457	9323	AMERITECH MICHIGAN	TROY	TROYMIMNDS0		AS	
MI	248-458	9323	AMERITECH MICHIGAN	BIRMINGHAM	TROYMISMDS0		AS	
MI	248-463	9323	AMERITECH MICHIGAN	BIRMINGHAM	TROYMISMDS0		AS	
MI	248-465	9323	AMERITECH MICHIGAN	NORTHVILLE	NRVLMIMNDS0		AS	
MI	248-471	9323	AMERITECH MICHIGAN	FARMINGTON	FRTNMIMNDS0		AS	
MI	248-472	9323	AMERITECH MICHIGAN	DETROIT	DTRTMIMD1TD		UA	
MI	248-473	9323	AMERITECH MICHIGAN	FARMINGTON	FRTNMIMNDS0		AS	
MI	248-474	9323	AMERITECH MICHIGAN	FARMINGTON	FRTNMIMNDS0		AS	
MI	248-475	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMINEDS0	AS		
MI	248-476	9323	AMERITECH MICHIGAN	FARMINGTON	FRTNMIMNDS0		AS	
MI	248-477	9323	AMERITECH MICHIGAN	FARMINGTON	FRTNMIMNDS0		AS	
MI	248-478	9323	AMERITECH MICHIGAN	FARMINGTON	FRTNMIMNDS0		AS	
MI	248-483	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIOKDS0	AS		
MI	248-486	9323	AMERITECH MICHIGAN	SOUTH LYON	SLYNMIMNDS0		AS	
MI	248-488	9323	AMERITECH MICHIGAN	FARMINGTON	FMHLMIFHDS0		AS	
MI	248-489	9323	AMERITECH MICHIGAN	FARMINGTON	FMHLMIFHDS0		AS	
MI	248-501	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-503	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	
MI	248-508	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	SOUTHFIELD	DTRTMIDJDS0			AS
MI	248-512	9323	AMERITECH MICHIGAN	PONTIAC	ABHLMIBHDS0		AS	

MI	248-524	9323	AMERITECH MICHIGAN	TROY	TROYMIMNDS0		AS	
MI	248-526	9323	AMERITECH MICHIGAN	TROY	TROYMIMNDS0		AS	
MI	248-528	9323	AMERITECH MICHIGAN	TROY	TROYMIMNDS0		AS	
MI	248-538	9323	AMERITECH MICHIGAN	W BLOOMFLD	WBFDMIMNDS0		AS	
MI	248-539	9323	AMERITECH MICHIGAN	W BLOOMFLD	WBFDMIMNDS0		AS	
MI	248-540	9323	AMERITECH MICHIGAN	BIRMINGHAM	BRHMMIMNCG0		AS	
MI	248-541	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-542	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-543	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-544	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-545	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-546	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-547	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-548	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-549	9323	AMERITECH MICHIGAN	ROYAL OAK	BRHMMIMNDS0		AS	
MI	248-551	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMISMDS0		AS	
MI	248-552	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIOKDS0	AS		
MI	248-553	9323	AMERITECH MICHIGAN	FARMINGTON	FMHLMIFHDS0		AS	
MI	248-554	9323	AMERITECH MICHIGAN	ROYAL OAK	BRHMMIMNDS0		AS	
MI	248-557	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIOKDS0	AS		
MI	248-559	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIOKDS0	AS		
MI	248-569	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIOKDS0	AS		
MI	248-576	9323	AMERITECH MICHIGAN	PONTIAC	ABHLMIBHDS0		AS	
MI	248-577	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMIMNDS0		AS	
MI	248-581	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	ROYAL OAK	SFLDMIQJDS1		AS	AS
MI	248-582	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-583	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMIMNDS0		AS	
MI	248-584	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-585	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMIMNDS0		AS	
MI	248-586	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-588	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMIMNDS0		AS	
MI	248-589	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMIMNDS0		AS	
MI	248-591	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS	
MI	248-592	9323	AMERITECH MICHIGAN	W BLOOMFLD	FMHLMIFHDS0		AS	
MI	248-593	9323	AMERITECH MICHIGAN	BIRMINGHAM	BRHMMIMNDS0		AS	
MI	248-594	9323	AMERITECH MICHIGAN	BIRMINGHAM	BRHMMIMNDS0		AS	
MI	248-596	9323	AMERITECH MICHIGAN	NORTHVILLE	NRVLMIMNDS0		AS	
MI	248-597	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMIMNDS0		AS	
MI	248-601	9323	AMERITECH MICHIGAN	ROCHESTER	ROCHMIMNDS0		AS	
MI	248-603	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS	

MI	248-606	9323	AMERITECH MICHIGAN	AUBURN HTS	ABHGMIMNDS0		AS	12/28/01	G
MI	248-608	9323	AMERITECH MICHIGAN	ROCHESTER	ROCHMIMNDS0		AS		
MI	248-614	9323	AMERITECH MICHIGAN	BIRMINGHAM	TROYMISMDS0		AS		
MI	248-615	9323	AMERITECH MICHIGAN	FARMINGTON	FRTNMIMNDS0		AS		
MI	248-616	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMIMNDS0		AS		
MI	248-618	9323	AMERITECH MICHIGAN	DRAYTON PL	DRPLMIDPDS0	AS			
MI	248-619	9323	AMERITECH MICHIGAN	TROY	TROYMIMNDS0		AS		
MI	248-620	9323	AMERITECH MICHIGAN	CLARKSTON	CKTNMIMNDS0		AS		
MI	248-623	9323	AMERITECH MICHIGAN	DRAYTON PL	CKTNMIMNDS0		AS		
MI	248-624	9323	AMERITECH MICHIGAN	WALLEDLAKE	WDLKMIMNDS0			AS	
MI	248-625	9323	AMERITECH MICHIGAN	CLARKSTON	CKTNMIMNDS0		AS		
MI	248-626	9323	AMERITECH MICHIGAN	W BLOOMFLD	WBFDMIMNDS0		AS		
MI	248-628	9323	AMERITECH MICHIGAN	OXFORD	OXFRMIOXDS0		AS		
MI	248-634	9323	AMERITECH MICHIGAN	HOLLY	HLLYMIHYRS1		AS		
MI	248-637	9323	AMERITECH MICHIGAN	BIRMINGHAM	TROYMISMDS0		AS		
MI	248-641	9323	AMERITECH MICHIGAN	BIRMINGHAM	ABHGMIMNDS0		AS		
MI	248-642	9323	AMERITECH MICHIGAN	BIRMINGHAM	BRHMMIMNCG0		AS		
MI	248-643	9323	AMERITECH MICHIGAN	BIRMINGHAM	TROYMISMDS0		AS		
MI	248-644	9323	AMERITECH MICHIGAN	BIRMINGHAM	BRHMMIMNCG0		AS		
MI	248-645	9323	AMERITECH MICHIGAN	BIRMINGHAM	BRHMMIMNCG0		AS		
MI	248-646	9323	AMERITECH MICHIGAN	BIRMINGHAM	BRHMMIMNCG0		AS		
MI	248-647	9323	AMERITECH MICHIGAN	BIRMINGHAM	BRHMMIMNCG0		AS		
MI	248-649	9323	AMERITECH MICHIGAN	BIRMINGHAM	TROYMISMDS0		AS		
MI	248-650	9323	AMERITECH MICHIGAN	ROCHESTER	ROCHMIMNDS0		AS		
MI	248-651	9323	AMERITECH MICHIGAN	ROCHESTER	ROCHMIMNDS0		AS		
MI	248-652	9323	AMERITECH MICHIGAN	ROCHESTER	ROCHMIMNDS0		AS		
MI	248-655	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMISMDS0		AS		
MI	248-656	9323	AMERITECH MICHIGAN	ROCHESTER	ROCHMIMNDS0		AS		
MI	248-661	9323	AMERITECH MICHIGAN	W BLOOMFLD	FMHLMIFHDS0		AS		
MI	248-666	9323	AMERITECH MICHIGAN	DRAYTON PL	CMRCMINRRS2		AS		
MI	248-668	9323	AMERITECH MICHIGAN	WALLEDLAKE	WDLKMIMNDS0			AS	
MI	248-669	9323	AMERITECH MICHIGAN	WALLEDLAKE	WDLKMIMNDS0			AS	
MI	248-673	9323	AMERITECH MICHIGAN	DRAYTON PL	DRPLMIDPDS0	AS			
MI	248-674	9323	AMERITECH MICHIGAN	DRAYTON PL	DRPLMIDPDS0	AS			
MI	248-680	9323	AMERITECH MICHIGAN	TROY	TROYMIMNDS0		AS		
MI	248-681	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIWSCG0		AS		
MI	248-682	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIWSCG0		AS		
MI	248-683	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIWSCG0		AS		
MI	248-689	9323	AMERITECH MICHIGAN	TROY	TROYMIMNDS0		AS		
MI	248-691	9323	AMERITECH MICHIGAN	ROYAL OAK	RYLOMIMNDS0		AS		
MI	248-693	9323	AMERITECH MICHIGAN	LAKE ORION	LKORMILORS1		AS	4/9/01	

MI	248-696	9323	AMERITECH MICHIGAN		BIRMINGHAM	ABHGMIMNDS0			AS			
MI	248-697	7229	"MCIMETRO, ATS, INC.	"	NORTHVILLE	DTRTMIDODS0			AS			
MI	248-698	9323	AMERITECH MICHIGAN		COMMERCE	CMRCMINRRS2			AS			
MI	248-702	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI	"	W BLOOMFLD	SFLDMIQJDS1				AS		
MI	248-706	9323	AMERITECH MICHIGAN		PONTIAC	PNTCMIWSCG0			AS			
MI	248-712	7229	"MCIMETRO, ATS, INC.	"	BIRMINGHAM	DTRTMIDODS0			AS			
MI	248-723	9323	AMERITECH MICHIGAN		BIRMINGHAM	BRHMMIMNDS0			AS			
MI	248-727	7229	"MCIMETRO, ATS, INC.	"	SOUTHFIELD	DTRTMIDODS0			AS			
MI	248-728	7229	"MCIMETRO, ATS, INC.	"	SOUTHFIELD	DTRTMIDODS0			AS			
MI	248-729	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI	"	TROY	SFLDMIQJDS1				AS		
MI	248-733	9323	AMERITECH MICHIGAN		ROYAL OAK	TROYMIMNDS0			AS			
MI	248-735	9323	AMERITECH MICHIGAN		NORTHVILLE	NRVLMIMNDS0			AS			
MI	248-737	9323	AMERITECH MICHIGAN		W BLOOMFLD	WBFDMIMNDS0			AS			
MI	248-738	9323	AMERITECH MICHIGAN		PONTIAC	PNTCMIWSCG0			AS			
MI	248-740	9323	AMERITECH MICHIGAN		TROY	TROYMIMNDS0			AS			
MI	248-743	9323	AMERITECH MICHIGAN		TROY	TROYMIMNDS0			AS			
MI	248-745	9323	AMERITECH MICHIGAN		PONTIAC	PNTCMIMNDS2			AS			
MI	248-746	9323	AMERITECH MICHIGAN		SOUTHFIELD	SFLDMIMNDS1			AS			
MI	248-753	9323	AMERITECH MICHIGAN		PONTIAC	PNTCMIMNDS0			AS			
MI	248-754	9323	AMERITECH MICHIGAN		PONTIAC	PNTCMINEDS0		AS				
MI	248-758	9323	AMERITECH MICHIGAN		PONTIAC	PNTCMIMNDS0			AS	5/24/01		G
MI	248-764	7229	"MCIMETRO, ATS, INC.	"	TROY	DTRTMIDODS0			AS			
MI	248-777	9323	AMERITECH MICHIGAN		DETROITZN5	DTRTMIRFDS0		AS				
MI	248-788	9323	AMERITECH MICHIGAN		W BLOOMFLD	FMHLMIFHDS0			AS			
MI	248-799	9323	AMERITECH MICHIGAN		SOUTHFIELD	SFLDMIMNDS0			AS			
MI	248-813	9323	AMERITECH MICHIGAN		TROY	ABHGMIMNDS0			AS			
MI	248-814	9323	AMERITECH MICHIGAN		LAKE ORION	LKORMILORS1			AS	4/9/01		
MI	248-816	9323	AMERITECH MICHIGAN		BIRMINGHAM	TROYMISMDS0			AS			
MI	248-822	9323	AMERITECH MICHIGAN		BIRMINGHAM	TROYMISMDS0			AS			
MI	248-827	9323	AMERITECH MICHIGAN		SOUTHFIELD	SFLDMIMNDS0			AS			
MI	248-828	9323	AMERITECH MICHIGAN		TROY	ABHGMIMNDS0			AS			
MI	248-838	9323	AMERITECH MICHIGAN		PONTIAC	ABHLMIBHDS0			AS			
MI	248-844	9323	AMERITECH MICHIGAN		AUBURN HTS	ABHGMIMNDS0			AS			
MI	248-848	9323	AMERITECH MICHIGAN		FARMINGTON	FMHLMIFHDS0			AS			
MI	248-849	9323	AMERITECH MICHIGAN		SOUTHFIELD	SFLDMIOKDS0		AS		5/2/01		G
MI	248-851	9323	AMERITECH MICHIGAN		W BLOOMFLD	WBFDMIMNDS0			AS			
MI	248-852	9323	AMERITECH MICHIGAN		AUBURN HTS	ABHGMIMNDS0			AS			
MI	248-853	9323	AMERITECH MICHIGAN		AUBURN HTS	ABHGMIMNDS0			AS			
MI	248-855	9323	AMERITECH MICHIGAN		W BLOOMFLD	WBFDMIMNDS0			AS			
MI	248-857	9323	AMERITECH MICHIGAN		PONTIAC	PNTCMIMNDS0			AS			

MI	248-858	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS0		AS			
MI	248-865	9323	AMERITECH MICHIGAN	W BLOOMFLD	WBFDMIMNDS0		AS			
MI	248-874	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS0		AS			
MI	248-879	9323	AMERITECH MICHIGAN	TROY	ABHGMIMNDS0		AS			
MI	248-886	9323	AMERITECH MICHIGAN	DRAYTON PL	CMRCMINRRS2		AS			
MI	248-888	9323	AMERITECH MICHIGAN	FARMINGTON	FRTNMIMNDS0		AS			
MI	248-898	9323	AMERITECH MICHIGAN	ROYAL OAK	TROYMISMDS0		AS			
MI	248-901	9323	AMERITECH MICHIGAN	BIRMINGHAM	BRHMMIMNCG0		AS			
MI	248-902	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS			
MI	248-903	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS			
MI	248-905	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIOKDS0	AS				
MI	248-926	9323	AMERITECH MICHIGAN	WALLEDLAKE	WDLKMIMNDS0		AS			
MI	248-932	9323	AMERITECH MICHIGAN	W BLOOMFLD	WBFDMIMNDS0		AS			
MI	248-936	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	SOUTHFIELD	SFLDMIQJDS1		AS			
MI	248-944	9323	AMERITECH MICHIGAN	PONTIAC	ABHLMIBHDS0		AS			
MI	248-945	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS			
MI	248-948	9323	AMERITECH MICHIGAN	SOUTHFIELD	SFLDMIMNDS0		AS			
MI	248-951	9323	AMERITECH MICHIGAN	XXXXXXXXXX	XXXXXXXXXX		UA			
MI	248-952	9323	AMERITECH MICHIGAN	BIRMINGHAM	ABHGMIMNDS0		AS			
MI	248-957	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	FARMINGTON	SFLDMIQJDS1		AS			
MI	248-960	9323	AMERITECH MICHIGAN	WALLEDLAKE	WDLKMIMNDS0		AS			
MI	248-964	9323	AMERITECH MICHIGAN	TROY	ABHGMIMNDS0		AS			
MI	248-967	9323	AMERITECH MICHIGAN	ROYAL OAK	SFLDMIOKDS0	AS				
MI	248-968	9323	AMERITECH MICHIGAN	ROYAL OAK	SFLDMIOKDS0	AS				
MI	248-969	9323	AMERITECH MICHIGAN	OXFORD	OXFRMIOXDS0		AS			
MI	248-971	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	BIRMINGHAM	SFLDMIQJDS1		AS	5/24/01	MI	
	248-972	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS0		AS			
MI	248-973	7229	"MCIMETRO, ATS, INC. "	W BLOOMFLD	DTRTMIDODS0		AS			
MI	248-975	9323	AMERITECH MICHIGAN	PONTIAC	PNTCMIMNDS0		AS			
MI	248-988	9323	AMERITECH MICHIGAN	BIRMINGHAM	BRHMMIMNCG0		AS			
MI	248-991	7229	"MCIMETRO, ATS, INC. "	FARMINGTON	DTRTMIDODS0		AS			
MI	248-994	9323	AMERITECH MICHIGAN	FARMINGTON	FMHLMIFHDS0		AS			
MI	248-999	9323	AMERITECH MICHIGAN	XXXXXXXXXX	XXXXXXXXXX		UA			
MI	313-200				UA					
MI	313-206	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS1	AS				
MI	313-221	9323	AMERITECH MICHIGAN	DETROIT	DTRTMIBHDS0		AS			
MI	313-222	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBLDS2	AS				
MI	313-223	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBLDS2	AS				
MI	313-224	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS1		AS			
MI	313-225	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS0		AS			
MI	313-226	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS0		AS			

MI	313-227	7229	"MCIMETRO, ATS, INC.	"	DETROITZN1	DTRTMIDODS0			AS
MI	313-230	7229	"MCIMETRO, ATS, INC.	"	DETROITZN1	DTRTMIDODS0			AS
MI	313-232	9323	AMERITECH MICHIGAN		DETROITZN5	SFLDMIMNDS0			AS
MI	313-233	9323	AMERITECH MICHIGAN		DETROITZN5	SFLDMIMNDS0			AS
MI	313-234	9323	AMERITECH MICHIGAN		DETROITZN1	DTRTMIBHDS0			AS
MI	313-235	9323	AMERITECH MICHIGAN		DETROITZN1	DTRTMIBHDS1			AS
MI	313-237	9323	AMERITECH MICHIGAN		DETROITZN1	DTRTMIBHDS1			AS
MI	313-240	9323	AMERITECH MICHIGAN		DETROITZN6	DRBRMIFBDS0	AS		
MI	313-245	9323	AMERITECH MICHIGAN		DETROITZN2	DTRTMIPGDS0	AS		
MI	313-248	9323	AMERITECH MICHIGAN		DETROITZN6	DRBRMIFBDS1	AS		
MI	313-249	9323	AMERITECH MICHIGAN		DETROITZN5	SFLDMIOKDS0	AS		
MI	313-252	9323	AMERITECH MICHIGAN		DETROITZN3	HGPKMITSDS0	AS		
MI	313-253	9323	AMERITECH MICHIGAN		DETROITZN6	DRBRMIFBDS0	AS		
MI	313-255	9323	AMERITECH MICHIGAN		DETROITZN5	DTRTMIRFDS0	AS		
MI	313-256	9323	AMERITECH MICHIGAN		DETROITZN1	DTRTMIBHDS0			AS
MI	313-259	9323	AMERITECH MICHIGAN		DETROITZN1	DTRTMIRVDS0			AS
MI	313-267	9323	AMERITECH MICHIGAN		DETROITZN2	DTRTMIPECG0	AS		
MI	313-270	9323	AMERITECH MICHIGAN		DETROITZN4	DTRTMIVTDS0	AS		
MI	313-271	9323	AMERITECH MICHIGAN		DETROITZN6	DRBRMIFBDS0	AS		
MI	313-272	9323	AMERITECH MICHIGAN		DETROITZN4	DTRTMIVTDS0	AS		
MI	313-273	9323	AMERITECH MICHIGAN		DETROITZN4	DTRTMIVTDS0	AS		
MI	313-274	9323	AMERITECH MICHIGAN		DETROITZN6	DRBRMIDBDS0			AS
MI	313-275	9323	AMERITECH MICHIGAN		DETROITZN5	SFLDMIOKDS0	AS		
MI	313-277	9323	AMERITECH MICHIGAN		DETROITZN6	DRBRMIDBCG0			AS
MI	313-278	9323	AMERITECH MICHIGAN		DETROITZN6	DRBRMIDBDS0			AS
MI	313-291	9323	AMERITECH MICHIGAN		DETROITZN6	TAYLMIWKDS0			AS
MI	313-292	9323	AMERITECH MICHIGAN		DETROITZN6	TAYLMIWKDS0			AS
MI	313-294	9323	AMERITECH MICHIGAN		DETROITZN6	LNPKMIATDS0	AS		
MI	313-295	9323	AMERITECH MICHIGAN		DETROITZN6	TAYLMIWKDS0			AS
MI	313-297	9323	AMERITECH MICHIGAN		DETROITZN6	DTRTMIVWDS0			AS
MI	313-299	9323	AMERITECH MICHIGAN		DETROITZN6	TAYLMIWKDS0			AS
MI	313-302	9323	AMERITECH MICHIGAN		DETROITZN5	SFLDMIOKDS0	AS		
MI	313-317	9323	AMERITECH MICHIGAN		DETROITZN6	DRBRMIFBDS1	AS		
MI	313-322	9323	AMERITECH MICHIGAN		DETROITZN6	DRBRMIFBDS1	AS		
MI	313-323	9323	AMERITECH MICHIGAN		DETROITZN6	DRBRMIFBDS1	AS		
MI	313-331	9323	AMERITECH MICHIGAN		DETROITZN2	DTRTMILXCG0			AS
MI	313-336	9323	AMERITECH MICHIGAN		DETROITZN6	DRBRMIFBDS0	AS		
MI	313-337	9323	AMERITECH MICHIGAN		DETROITZN6	DRBRMIFBDS1	AS		
MI	313-340	9323	AMERITECH MICHIGAN		DETROITZN4	DTRTMIUVDS0			AS
MI	313-341	9323	AMERITECH MICHIGAN		DETROITZN4	DTRTMIUVDS0			AS
MI	313-342	9323	AMERITECH MICHIGAN		DETROITZN4	DTRTMIUVDS0			AS

MI	313-343	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMINIDS0	AS	
MI	313-345	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIUVDS0		AS
MI	313-359	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIDBDS0		AS
MI	313-361	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMITECG0	AS	
MI	313-365	9323	AMERITECH MICHIGAN	DETROITZN3	DTRTMIPECG0	AS	
MI	313-366	9323	AMERITECH MICHIGAN	DETROITZN3	DTRTMITWCG0		AS
MI	313-368	9323	AMERITECH MICHIGAN	DETROITZN3	DTRTMITWCG0		AS
MI	313-369	9323	AMERITECH MICHIGAN	DETROITZN3	DTRTMITWCG0		AS
MI	313-371	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMIPGDS0	AS	
MI	313-372	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMIPGDS0	AS	
MI	313-375	9323	AMERITECH MICHIGAN	DETROITZN6	TAYLMIWKDS0		AS
MI	313-381	9323	AMERITECH MICHIGAN	DETROITZN6	LNPKMIATDS0	AS	
MI	313-382	9323	AMERITECH MICHIGAN	DETROITZN6	LNPKMIATDS0	AS	
MI	313-383	9323	AMERITECH MICHIGAN	DETROITZN6	LNPKMIATDS0	AS	
MI	313-386	9323	AMERITECH MICHIGAN	DETROITZN6	LNPKMIATDS0	AS	
MI	313-387	9323	AMERITECH MICHIGAN	DETROITZN5	DTRTMIRFDS0	AS	
MI	313-388	9323	AMERITECH MICHIGAN	DETROITZN6	LNPKMIATDS0	AS	
MI	313-389	9323	AMERITECH MICHIGAN	DETROITZN6	LNPKMIATDS0	AS	
MI	313-390	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS1	AS	
MI	313-392	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIRVDS0		AS
MI	313-393	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIRVDS0		AS
MI	313-394	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIRVDS0		AS
MI	313-396	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIRVDS0		AS
MI	313-417	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMINIDS0	AS	
MI	313-425	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS0	AS	
MI	313-436	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS0	AS	
MI	313-438	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS0	AS	
MI	313-441	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS0	AS	
MI	313-442	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS0		AS
MI	313-446	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIRVDS0		AS
MI	313-456	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0		AS
MI	313-471	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS1		AS
MI	313-472	9323	AMERITECH MICHIGAN	DETROIT	DTRTMIMD1TD		UA
MI	313-491	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIHGDS0		AS
MI	313-493	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIVTDS0	AS	
MI	313-494	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMICLDS0	AS	
MI	313-496	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBLDS2	AS	
MI	313-499	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMILXCG0		AS
MI	313-507	9323	AMERITECH MICHIGAN	DETROITZN5	SFLDMIMNDS0		AS
MI	313-508	9323	AMERITECH MICHIGAN	DETROITZN5	SFLDMIMNDS0		AS
MI	313-521	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMIPGDS0	AS	

MI	313-526	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMIPGDS0	AS	
MI	313-527	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMIPGDS0	AS	
MI	313-531	9323	AMERITECH MICHIGAN	DETROITZN5	DTRTMIRFDS0	AS	
MI	313-532	9323	AMERITECH MICHIGAN	DETROITZN5	DTRTMIRFDS0	AS	
MI	313-533	9323	AMERITECH MICHIGAN	DETROITZN5	DTRTMIRFDS0	AS	
MI	313-534	9323	AMERITECH MICHIGAN	DETROITZN5	DTRTMIRFDS0	AS	
MI	313-535	9323	AMERITECH MICHIGAN	DETROITZN5	DTRTMIRFDS0	AS	
MI	313-537	9323	AMERITECH MICHIGAN	DETROITZN5	DTRTMIRFDS0	AS	
MI	313-538	9323	AMERITECH MICHIGAN	DETROITZN5	DTRTMIRFDS0	AS	
MI	313-541	9323	AMERITECH MICHIGAN	DETROITZN5	DTRTMIRFDS0	AS	
MI	313-543	9323	AMERITECH MICHIGAN	DETROITZN5	DTRTMIRFDS0	AS	
MI	313-551	9323	AMERITECH MICHIGAN	DETROITZN6	DTRTMIVWDS0		AS
MI	313-553	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIRVDS0		AS
MI	313-554	9323	AMERITECH MICHIGAN	DETROITZN6	DTRTMIVWDS0		AS
MI	313-555				UA		
MI	313-556	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0		AS
MI	313-560	9323	AMERITECH MICHIGAN	DETROITZN5	SFLDMIOKDS0	AS	
MI	313-561	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIDBCG0		AS
MI	313-562	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIDBCG0		AS
MI	313-563	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIDBCG0		AS
MI	313-564	9323	AMERITECH MICHIGAN	DETROITZN3	RYLOMIMNDS0		AS
MI	313-565	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIDBCG0		AS
MI	313-566	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIRVDS0		AS
MI	313-567	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIRVDS0		AS
MI	313-568	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIRVDS0		AS
MI	313-571	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMIPECG0	AS	
MI	313-576	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMICLDS0	AS	
MI	313-577	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMICLDS0	AS	
MI	313-578	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMICLDS0	AS	
MI	313-579	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMIPECG0	AS	
MI	313-581	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIORDS0		AS
MI	313-582	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIORDS0		AS
MI	313-583	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS0	AS	
MI	313-584	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIORDS0		AS
MI	313-592	9323	AMERITECH MICHIGAN	DETROITZN5	DTRTMIRFDS0	AS	
MI	313-593	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS0	AS	
MI	313-594	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS1	AS	
MI	313-596	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS1		AS
MI	313-599	9323	AMERITECH MICHIGAN	DETROITZN5	SFLDMIOKDS0	AS	
MI	313-602	9323	AMERITECH MICHIGAN	DETROITZN5	SFLDMIOKDS0	AS	
MI	313-619	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS1	AS	

MI	313-621	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS1		AS			
MI	313-624	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIORDS0			AS		
MI	313-628	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS1			AS		
MI	313-640	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMINIDS0		AS			
MI	313-642	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMINIDS0		AS			
MI	313-647	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMINIDS0		AS			
MI	313-653	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIVTDS0		AS			
MI	313-656	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIRVDS0			AS		
MI	313-659	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIVTDS0		AS			
MI	313-664	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0			AS		
MI	313-665	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIRVDS0			AS		
MI	313-667	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIRVDS0			AS		
MI	313-722	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS1		AS			
MI	313-724	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIDBCG0			AS		
MI	313-730	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIDBDS0			AS		
MI	313-731	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	DETROITZN3	SFLDMIQJDS1			AS		
MI	313-732	7229	"MCIMETRO, ATS, INC. "	DETROITZN2	DTRTMIDODS0			AS		
MI	313-733	7229	"MCIMETRO, ATS, INC. "	DETROITZN3	DTRTMIDODS0			AS		
MI	313-735				UA					
MI	313-736	7229	"MCIMETRO, ATS, INC. "	DETROITZN4	DTRTMIDODS0			AS		
MI	313-743	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	DETROITZN2	SFLDMIQJDS1			AS		
MI	313-745	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMICLDS0		AS			
MI	313-749	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	DETROITZN6	SFLDMIQJDS1			AS		
MI	313-755	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS1		AS			
MI	313-758	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0			AS	5/25/01	G
MI	313-760	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS0			AS		
MI	313-766	7229	"MCIMETRO, ATS, INC. "	DETROITZN5	DTRTMIDODS0			AS		
MI	313-768	7229	"MCIMETRO, ATS, INC. "	DETROITZN6	DTRTMIDODS0			AS		
MI	313-772	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIUVDS0			AS		
MI	313-780	9323	AMERITECH MICHIGAN	DETROITZN5	SFLDMIOKDS0		AS			
MI	313-786	9323	AMERITECH MICHIGAN	DETROITZN5	SFLDMIMNDS0			AS		
MI	313-791	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIDBDS0			AS		
MI	313-792	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIDBDS0			AS		
MI	313-794	9323	AMERITECH MICHIGAN	DETROITZN5	DTRTMIRFDS0		AS			
MI	313-821	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMILXCG0			AS		
MI	313-822	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMILXCG0			AS		
MI	313-823	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMILXCG0			AS		
MI	313-824	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMILXCG0			AS		
MI	313-829	9323	AMERITECH MICHIGAN	DETROITZN5	SFLDMIOKDS0		AS			
MI	313-831	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMICLDS0		AS			
MI	313-832	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMICLDS0		AS			

MI	313-833	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMICLDS0	AS	
MI	313-834	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIHGDS0		AS
MI	313-835	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIVTDS0	AS	
MI	313-836	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIVTDS0	AS	
MI	313-837	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIVTDS0	AS	
MI	313-838	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIVTDS0	AS	
MI	313-839	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMIPGDS0	AS	
MI	313-841	9323	AMERITECH MICHIGAN	DETROITZN6	DTRTMIVWDS0		AS
MI	313-842	9323	AMERITECH MICHIGAN	DETROITZN6	DTRTMIVWDS0		AS
MI	313-843	9323	AMERITECH MICHIGAN	DETROITZN6	DTRTMIVWDS0		AS
MI	313-845	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS1	AS	
MI	313-846	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIORDS0		AS
MI	313-849	9323	AMERITECH MICHIGAN	DETROITZN6	DTRTMIVWDS0		AS
MI	313-852	9323	AMERITECH MICHIGAN	DETROITZN3	HGPKMITSDS0	AS	
MI	313-861	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIUVDS0		AS
MI	313-862	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIUVDS0		AS
MI	313-863	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIUVDS0		AS
MI	313-864	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIUVDS0		AS
MI	313-865	9323	AMERITECH MICHIGAN	DETROITZN3	HGPKMITSDS0	AS	
MI	313-866	9323	AMERITECH MICHIGAN	DETROITZN3	HGPKMITSDS0	AS	
MI	313-867	9323	AMERITECH MICHIGAN	DETROITZN3	HGPKMITSDS0	AS	
MI	313-868	9323	AMERITECH MICHIGAN	DETROITZN3	HGPKMITSDS0	AS	
MI	313-869	9323	AMERITECH MICHIGAN	DETROITZN3	HGPKMITSDS0	AS	
MI	313-870	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0		AS
MI	313-871	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0		AS
MI	313-872	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0		AS
MI	313-873	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0		AS
MI	313-874	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0		AS
MI	313-875	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0		AS
MI	313-876	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0		AS
MI	313-877	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIRVDS0		AS
MI	313-881	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMINIDS0	AS	
MI	313-882	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMINIDS0	AS	
MI	313-883	9323	AMERITECH MICHIGAN	DETROITZN3	HGPKMITSDS0	AS	
MI	313-884	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMINIDS0	AS	
MI	313-885	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMINIDS0	AS	
MI	313-886	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMINIDS0	AS	
MI	313-891	9323	AMERITECH MICHIGAN	DETROITZN3	DTRTMITWCG0		AS
MI	313-892	9323	AMERITECH MICHIGAN	DETROITZN3	DTRTMITWCG0		AS
MI	313-893	9323	AMERITECH MICHIGAN	DETROITZN3	DTRTMITWCG0		AS
MI	313-894	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMITECG0	AS	

MI	313-895	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMITECG0	AS		
MI	313-896	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMITECG0	AS		
MI	313-897	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMITECG0	AS		
MI	313-898	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMITECG0	AS		
MI	313-899	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMITECG0	AS		
MI	313-916	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0		AS	
MI	313-921	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMIPECG0	AS		
MI	313-922	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMIPECG0	AS		
MI	313-923	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMIPECG0	AS		
MI	313-924	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMIPECG0	AS		
MI	313-925	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMIPECG0	AS		
MI	313-926	9323	AMERITECH MICHIGAN	DETROITZN2	DTRTMILXCG0		AS	
MI	313-927	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIUVDS0		AS	
MI	313-928	9323	AMERITECH MICHIGAN	DETROITZN6	LNPKMIATDS0	AS		
MI	313-931	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIHGDS0		AS	
MI	313-933	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIHGDS0		AS	
MI	313-934	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIHGDS0		AS	
MI	313-935	9323	AMERITECH MICHIGAN	DETROITZN4	DTRTMIHGDS0		AS	
MI	313-937	9323	AMERITECH MICHIGAN	DETROITZN5	LIVNMIMNCG0		AS	
MI	313-943	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIORDS0		AS	
MI	313-945	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIORDS0		AS	
MI	313-951	9323	AMERITECH MICHIGAN	XXXXXXXXXX	XXXXXXXXXX			UA
MI	313-952	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	DETROITZN5	SFLDMIQJDS1			AS
MI	313-956	9323	AMERITECH MICHIGAN	DETROITZN3	HGPKMITSDS0	AS		
MI	313-957	9323	AMERITECH MICHIGAN	DETROITZN3	HGPKMITSDS0	AS		
MI	313-961	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS1		AS	
MI	313-962	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBLDS2	AS		
MI	313-963	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS0		AS	
MI	313-964	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS1		AS	
MI	313-965	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS1		AS	
MI	313-966	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMICLDS0	AS		
MI	313-967	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS1		AS	
MI	313-972	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0		AS	
MI	313-974	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIMDDS0		AS	
MI	313-982	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS0	AS		
MI	313-983	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMIBHDS0		AS	
MI	586-226	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMICLDS0		AS	
MI	586-228	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMICLDS0		AS	
MI	586-247	9323	AMERITECH MICHIGAN	UTICA	MTCLMICLDS0		AS	
MI	586-254	9323	AMERITECH MICHIGAN	UTICA	UTICMIMNDS0	AS		
MI	586-263	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMICLDS0		AS	

MI	586-264	9323	AMERITECH MICHIGAN	WARREN	WRRNMIMNDS0		AS	
MI	586-268	9323	AMERITECH MICHIGAN	WARREN	WRRNMIMNDS0		AS	
MI	586-274	9323	AMERITECH MICHIGAN	WARREN	WRRNMIMNDS0		AS	
MI	586-276	9323	AMERITECH MICHIGAN	WARREN	WRRNMIMNDS0		AS	
MI	586-285	9323	AMERITECH MICHIGAN	ROSEVILLE	RSVLMINRDS0	AS		
MI	586-286	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMICLDS0		AS	
MI	586-293	9323	AMERITECH MICHIGAN	ROSEVILLE	RSVLMINRDS0	AS		
MI	586-294	9323	AMERITECH MICHIGAN	ROSEVILLE	RSVLMINRDS0	AS		
MI	586-296	9323	AMERITECH MICHIGAN	ROSEVILLE	RSVLMINRDS0	AS		
MI	586-307	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMIMNDS0		AS	
MI	586-323	9323	AMERITECH MICHIGAN	UTICA	UTICMIMNDS0	AS		
MI	586-336	9323	AMERITECH MICHIGAN	ROMEO	ROMOMIMNDS0		AS	
MI	586-393	9323	AMERITECH MICHIGAN	CENTERLINE	WRRNMITLDS0		AS	
MI	586-412	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMICLDS0		AS	
MI	586-415	9323	AMERITECH MICHIGAN	ROSEVILLE	RSVLMINRDS0	AS		
MI	586-416	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMICLDS0		AS	
MI	586-421	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMINRDS0		AS	
MI	586-427	9323	AMERITECH MICHIGAN	CENTERLINE	CNLNMIMNDS0		AS	
MI	586-439	7229	"MCIMETRO, ATS, INC. "	ROSEVILLE	DTRTMIDODS0		AS	
MI	586-443	9323	AMERITECH MICHIGAN	ROSEVILLE	RSVLMIMNDS0		AS	
MI	586-445	9323	AMERITECH MICHIGAN	ROSEVILLE	RSVLMIMNDS0		AS	
MI	586-446	9323	AMERITECH MICHIGAN	WARREN	WRRNMIMNDS0		AS	
MI	586-447	9323	AMERITECH MICHIGAN	ROSEVILLE	RSVLMIMNDS0		AS	
MI	586-463	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMIMNDS0		AS	
MI	586-465	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMIMNDS0		AS	
MI	586-466	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMIMNDS0		AS	
MI	586-467	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	CENTERLINE	SFLDMIQJDS1		AS	
MI	586-468	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMIMNDS0		AS	
MI	586-469	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMIMNDS0		AS	
MI	586-492	9323	AMERITECH MICHIGAN	CENTERLINE	WRRNMITLDS0		AS	
MI	586-493	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMIMNDS0		AS	
MI	586-497	9323	AMERITECH MICHIGAN	CENTERLINE	CNLNMIMNDS0		AS	
MI	586-498	9323	AMERITECH MICHIGAN	ROSEVILLE	RSVLMIMNDS0		AS	
MI	586-532	9323	AMERITECH MICHIGAN	UTICA	MTCLMICLDS0		AS	
MI	586-552	9323	AMERITECH MICHIGAN	ROSEVILLE	RSVLMIMNDS0		AS	
MI	586-558	9323	AMERITECH MICHIGAN	CENTERLINE	WRRNMITLDS0		AS	
MI	586-563	9323	AMERITECH MICHIGAN	ROSEVILLE	RSVLMIMNDS0		AS	
MI	586-566	9323	AMERITECH MICHIGAN	UTICA	MTCLMICLDS0		AS	
MI	586-573	9323	AMERITECH MICHIGAN	CENTERLINE	WRRNMITLDS0		AS	
MI	586-574	9323	AMERITECH MICHIGAN	CENTERLINE	WRRNMITLDS0		AS	
MI	586-575	9323	AMERITECH MICHIGAN	CENTERLINE	WRRNMITLDS0		AS	

MI	586-576	9323	AMERITECH MICHIGAN		CENTERLINE	WRRNMITLDS0		AS		
MI	586-578	9323	AMERITECH MICHIGAN		CENTERLINE	WRRNMITLDS0		AS		
MI	586-582	9323	AMERITECH MICHIGAN		CENTERLINE	WRRNMITLDS0		AS		
MI	586-598	9323	AMERITECH MICHIGAN		MT CLEMENS	MTCLMINRDS0		AS		
MI	586-677	9323	AMERITECH MICHIGAN		WASHINGTON	WASHMIWADS0				AS
MI	586-716	9323	AMERITECH MICHIGAN		NEWBALTIMR	NBMRMIMNRS1				AS
MI	586-722	7229	"MCIMETRO, ATS, INC.	"	WARREN	DTRTMIDODS0		AS		
MI	586-725	9323	AMERITECH MICHIGAN		NEWBALTIMR	NBMRMIMNRS1				AS
MI	586-726	9323	AMERITECH MICHIGAN		UTICA	UTICMIMNDS0	AS			
MI	586-731	9323	AMERITECH MICHIGAN		UTICA	UTICMIMNDS0	AS			
MI	586-739	9323	AMERITECH MICHIGAN		UTICA	UTICMIMNDS0	AS			
MI	586-741	9323	AMERITECH MICHIGAN		MT CLEMENS	RSVLMINRDS0	AS			
MI	586-746	9323	AMERITECH MICHIGAN		MT CLEMENS	RSVLMINRDS0	AS			
MI	586-749	9323	AMERITECH MICHIGAN		NEW HAVEN	NWHNMIMNRSA		AS		
MI	586-751	9323	AMERITECH MICHIGAN		CENTERLINE	WRRNMITLDS0		AS		
MI	586-752	9323	AMERITECH MICHIGAN		ROMEO	ROMOMIMNDS0		AS		
MI	586-753	9323	AMERITECH MICHIGAN		CENTERLINE	WRRNMITLDS0		AS		
MI	586-754	9323	AMERITECH MICHIGAN		CENTERLINE	CNLNMIMNDS0		AS		
MI	586-755	9323	AMERITECH MICHIGAN		CENTERLINE	CNLNMIMNDS0		AS		
MI	586-756	9323	AMERITECH MICHIGAN		CENTERLINE	CNLNMIMNDS0		AS		
MI	586-757	9323	AMERITECH MICHIGAN		CENTERLINE	CNLNMIMNDS0		AS		
MI	586-758	9323	AMERITECH MICHIGAN		CENTERLINE	CNLNMIMNDS0		AS		
MI	586-759	9323	AMERITECH MICHIGAN		CENTERLINE	CNLNMIMNDS0		AS		
MI	586-771	9323	AMERITECH MICHIGAN		ROSEVILLE	RSVLMIMNDS0		AS		
MI	586-772	9323	AMERITECH MICHIGAN		ROSEVILLE	RSVLMIMNDS0		AS		
MI	586-773	9323	AMERITECH MICHIGAN		ROSEVILLE	RSVLMIMNDS0		AS		
MI	586-774	9323	AMERITECH MICHIGAN		ROSEVILLE	RSVLMIMNDS0		AS		
MI	586-775	9323	AMERITECH MICHIGAN		ROSEVILLE	RSVLMIMNDS0		AS		
MI	586-776	9323	AMERITECH MICHIGAN		ROSEVILLE	RSVLMIMNDS0		AS		
MI	586-777	9323	AMERITECH MICHIGAN		ROSEVILLE	RSVLMIMNDS0		AS		
MI	586-778	9323	AMERITECH MICHIGAN		ROSEVILLE	RSVLMIMNDS0		AS		
MI	586-779	9323	AMERITECH MICHIGAN		ROSEVILLE	RSVLMIMNDS0		AS		
MI	586-781	9323	AMERITECH MICHIGAN		WASHINGTON	WASHMIWADS0				AS
MI	586-782	7229	"MCIMETRO, ATS, INC.	"	CENTERLINE	DTRTMIDODS0		AS		
MI	586-783	9323	AMERITECH MICHIGAN		MT CLEMENS	MTCLMIMNDS0		AS		
MI	586-784	9323	AMERITECH MICHIGAN		ARMADA	ARMDMIMNRSA		AS		
MI	586-786	9323	AMERITECH MICHIGAN		WASHINGTON	WASHMIWADS0				AS
MI	586-790	9323	AMERITECH MICHIGAN		MT CLEMENS	RSVLMINRDS0	AS			
MI	586-791	9323	AMERITECH MICHIGAN		MT CLEMENS	RSVLMINRDS0	AS			
MI	586-792	9323	AMERITECH MICHIGAN		MT CLEMENS	RSVLMINRDS0	AS			
MI	586-795	9323	AMERITECH MICHIGAN		WARREN	WRRNMIMNDS0		AS		

MI	586-819	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	WARREN	SFLDMIQJDS1			AS			
MI	586-825	9323	AMERITECH MICHIGAN	WARREN	WRRNMIMNDS0		AS				
MI	586-826	9323	AMERITECH MICHIGAN	WARREN	WRRNMIMNDS0		AS				
MI	586-913	7229	"MCIMETRO, ATS, INC. "	MT CLEMENS	DTRTMIDODS0		AS				
MI	586-930	7229	"MCIMETRO, ATS, INC. "	UTICA	DTRTMIDODS0		AS				
MI	586-939	9323	AMERITECH MICHIGAN	WARREN	WRRNMIMNDS0		AS				
MI	586-947	9323	AMERITECH MICHIGAN	CENTERLINE	WRRNMITLDS0		AS				
MI	586-948	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMINRDS0		AS				
MI	586-949	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMINRDS0		AS				
MI	586-954	9323	AMERITECH MICHIGAN	MT CLEMENS	MTCLMIMNDS0		AS				
MI	586-977	9323	AMERITECH MICHIGAN	WARREN	WRRNMIMNDS0		AS				
MI	586-978	9323	AMERITECH MICHIGAN	WARREN	WRRNMIMNDS0		AS				
MI	586-979	9323	AMERITECH MICHIGAN	WARREN	WRRNMIMNDS0		AS				
MI	586-983	9323	AMERITECH MICHIGAN	WARREN	WRRNMIMNDS0		AS				
MI	586-986	9323	AMERITECH MICHIGAN	CENTERLINE	WRRNMITLDS0		AS				
MI	586-991	9323	AMERITECH MICHIGAN	UTICA	UTICMIMNDS0	AS	4/20/01		G		
MI	586-992	9323	AMERITECH MICHIGAN	WASHINGTON	WASHMIWADS0			AS	5/16/01	G	
MI	586-997	9323	AMERITECH MICHIGAN	UTICA							
MI	313-989	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	DETROITZN1	SFLDMIQJDS1			AS			
MI	313-992	9323	AMERITECH MICHIGAN	UA XXXXXXXXXX	XXXXXXXXXXX			UA			
MI	313-993	9323	AMERITECH MICHIGAN	DETROITZN1	DTRTMICLDS0	AS					
MI	313-996	9323	AMERITECH MICHIGAN	DETROITZN6	DRBRMIFBDS0	AS					
MI	734-205	7229	"MCIMETRO, ATS, INC. "	ANN ARBOR	DTRTMIDODS0		AS				
MI	734-207	9323	AMERITECH MICHIGAN	PLYMOUTH	PLMOMIMNDS0		AS				
MI	734-213	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS				
MI	734-214	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS				
MI	734-221	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMINWDS0		AS				
MI	734-222	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS				
MI	734-229	9323	AMERITECH MICHIGAN	ROMULUS	RMLSMIMNDS0		AS				
MI	734-240	9323	AMERITECH MICHIGAN	MONROE	MONRMIMNDS0		AS				
MI	734-241	9323	AMERITECH MICHIGAN	MONROE	MONRMIMNDS0		AS				
MI	734-242	9323	AMERITECH MICHIGAN	MONROE	MONRMIMNDS0		AS				
MI	734-243	9323	AMERITECH MICHIGAN	MONROE	MONRMIMNDS0		AS				
MI	734-246	9323	AMERITECH MICHIGAN	WYANDOTTE	WYNDMIMNCG0		AS				
MI	734-247	9323	AMERITECH MICHIGAN	ROMULUS	RMLSMIMNDS0		AS				
MI	734-254	9323	AMERITECH MICHIGAN	PLYMOUTH	PLMOMIMNDS0		AS				
MI	734-261	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNCG0		AS				
MI	734-265	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	MONROE	SFLDMIQJDS1			AS			
MI	734-266	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNDS0		AS				

MI	734-281	9323	AMERITECH MICHIGAN	WYANDOTTE	WYNDMIMNCG0	AS	
MI	734-282	9323	AMERITECH MICHIGAN	WYANDOTTE	WYNDMIMNCG0	AS	
MI	734-283	9323	AMERITECH MICHIGAN	WYANDOTTE	WYNDMIMNCG0	AS	
MI	734-284	9323	AMERITECH MICHIGAN	WYANDOTTE	WYNDMIMNCG0	AS	
MI	734-285	9323	AMERITECH MICHIGAN	WYANDOTTE	WYNDMIMNCG0	AS	
MI	734-286	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	WYANDOTTE	SFLDMIQJDS1		AS
MI	734-287	9323	AMERITECH MICHIGAN	WYANDOTTE	TAYLMIWKDS0	AS	
MI	734-288	7229	"MCIMETRO, ATS, INC. "	WYANDOTTE	DTRTMIDODS0	AS	
MI	734-289	9323	AMERITECH MICHIGAN	MONROE	MONRMINERSA	AS	
MI	734-302	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0	AS	
MI	734-324	9323	AMERITECH MICHIGAN	WYANDOTTE	WYNDMIMNCG0	AS	
MI	734-326	9323	AMERITECH MICHIGAN	WAYNE	WAYNMIMNDS0	AS	
MI	734-327	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0	AS	
MI	734-329	7229	"MCIMETRO, ATS, INC. "	WAYNE	DTRTMIDODS0	AS	
MI	734-332	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0	AS	
MI	734-334	9323	AMERITECH MICHIGAN	WAYNE	LIVNMIMNDS0	AS	
MI	734-352	7229	"MCIMETRO, ATS, INC. "	ANN ARBOR	DTRTMIDODS0	AS	
MI	734-354	9323	AMERITECH MICHIGAN	PLYMOUTH	PLMOMIMNDS0	AS	
MI	734-362	9323	AMERITECH MICHIGAN	TRENTON	TRENMIMNDS0	AS	
MI	734-367	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNDS0	AS	
MI	734-374	9323	AMERITECH MICHIGAN	WYANDOTTE	TAYLMIWKDS0	AS	
MI	734-379	9323	AMERITECH MICHIGAN	ROCKWOOD	RKWDMIRWRS0	AS	
MI	734-384	9323	AMERITECH MICHIGAN	MONROE	MONRMIMNDS0	AS	
MI	734-394	9323	AMERITECH MICHIGAN	WAYNE	WAYNMINWDS0	AS	
MI	734-397	9323	AMERITECH MICHIGAN	WAYNE	WAYNMINWDS0	AS	
MI	734-398	9323	AMERITECH MICHIGAN	WAYNE	WAYNMINWDS0	AS	
MI	734-414	9323	AMERITECH MICHIGAN	PLYMOUTH	PLMOMIMNDS0	AS	
MI	734-416	9323	AMERITECH MICHIGAN	PLYMOUTH	PLMOMIMNDS0	AS	
MI	734-420	9323	AMERITECH MICHIGAN	PLYMOUTH	LIVNMINWDS0	AS	
MI	734-421	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNCG0	AS	
MI	734-422	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNCG0	AS	
MI	734-424	9323	AMERITECH MICHIGAN	DEXTER	DXTRMIDXDS0	AS	
MI	734-425	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNCG0	AS	
MI	734-426	9323	AMERITECH MICHIGAN	DEXTER	DXTRMIDXDS0	AS	
MI	734-427	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNCG0	AS	
MI	734-428	9323	AMERITECH MICHIGAN	MANCHESTER	MNCHMIMNRSA		AS
MI	734-432	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMINWDS0	AS	
MI	734-433	9323	AMERITECH MICHIGAN	CHELSEA	CHLSMIMNDS0	AS	
MI	734-434	9323	AMERITECH MICHIGAN	YPSILANTI	ANARMISEDS0	AS	
MI	734-439	9323	AMERITECH MICHIGAN	MILAN	MILNMIMNRSE	AS	

MI	734-449	9323	AMERITECH MICHIGAN	WHITMORELK	WRLKMIMNDS0		AS				
MI	734-451	9323	AMERITECH MICHIGAN	PLYMOUTH	PLMOMIMNDS0		AS				
MI	734-452	7229	"MCIMETRO, ATS, INC. "	LIVONIA	DTRTMIDODS0		AS				
MI	734-453	9323	AMERITECH MICHIGAN	PLYMOUTH	PLMOMIMNDS0		AS				
MI	734-454	9323	AMERITECH MICHIGAN	PLYMOUTH	PLMOMIMNDS0		AS				
MI	734-455	9323	AMERITECH MICHIGAN	PLYMOUTH	PLMOMIMNDS0		AS				
MI	734-456	7229	"MCIMETRO, ATS, INC. "	PLYMOUTH	DTRTMIDODS0		AS				
MI	734-457	9323	AMERITECH MICHIGAN	MONROE	MONRMIMNDS0		AS				
MI	734-458	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNCG0		AS				
MI	734-459	9323	AMERITECH MICHIGAN	PLYMOUTH	PLMOMIMNDS0		AS				
MI	734-461	9323	AMERITECH MICHIGAN	WILLIS	WILSMIWLRS0	AS					
MI	734-462	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMINWDS0		AS				
MI	734-464	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMINWDS0		AS				
MI	734-466	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNDS0		AS				
MI	734-467	9323	AMERITECH MICHIGAN	WAYNE	WAYNMIMNDS0		AS				
MI	734-469	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	LIVONIA	SFLDMIQJDS1		AS				
MI	734-472	9323	AMERITECH MICHIGAN	DETROIT	DTRTMIMD1TD		AS				
MI	734-475	9323	AMERITECH MICHIGAN	CHELSEA	CHLSMIMNDS0		AS				
MI	734-477	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMISEDS0		AS	MI	734-479	9323	AMERITECH MICHIGAN
WYANDOTTE	TRENMIMNDS0		AS	MI	734-480	9323	AMERITECH MICHIGAN	YPSILANTI	YPSLMIMNDS0		AS				
MI	734-481	9323	AMERITECH MICHIGAN	YPSILANTI	YPSLMIMNDS0		AS				
MI	734-482	9323	AMERITECH MICHIGAN	YPSILANTI	YPSLMIMNDS0		AS				
MI	734-483	9323	AMERITECH MICHIGAN	YPSILANTI	YPSLMIMNDS0		AS				
MI	734-484	9323	AMERITECH MICHIGAN	YPSILANTI	YPSLMIMNDS0		AS				
MI	734-485	9323	AMERITECH MICHIGAN	YPSILANTI	YPSLMIMNDS0		AS				
MI	734-486	9323	AMERITECH MICHIGAN	WYANDOTTE	TRENMIMNDS0		AS	MI	734-487	9323	AMERITECH MICHIGAN
YPSILANTI	YPSLMIMNDS0		AS								
MI	734-495	9323	AMERITECH MICHIGAN	YPSILANTI	WAYNMINWDS0		AS				
MI	734-513	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNCG0		AS				
MI	734-522	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNCG0		AS				
MI	734-523	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNDS0		AS				
MI	734-524	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNCG0		AS				
MI	734-525	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNDS0		AS				
MI	734-528	9323	AMERITECH MICHIGAN	YPSILANTI	ANARMISEDS0		AS				
MI	734-542	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMINWDS0		AS				
MI	734-544	9323	AMERITECH MICHIGAN	YPSILANTI	YPSLMIMNDS0		AS				
MI	734-547	9323	AMERITECH MICHIGAN	YPSILANTI	YPSLMIMNDS0		AS				
MI	734-565	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS	2/4/02		G	
MI	734-572	9323	AMERITECH MICHIGAN	YPSILANTI	ANARMISEDS0		AS				
MI	734-582	9323	AMERITECH MICHIGAN	PLYMOUTH	PLMOMIMNDS0		AS				

MI	734-585	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	ANN ARBOR	SFLDMIQJDS1			AS
MI	734-591	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMINWDS0		AS	
MI	734-595	9323	AMERITECH MICHIGAN	WAYNE	WAYNMIMNDS0		AS	
MI	734-615	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS	
MI	734-622	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS	
MI	734-623	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS	
MI	734-629	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	WAYNE	SFLDMIQJDS1			AS
MI	734-632	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMINWDS0		AS	
MI	734-641	9323	AMERITECH MICHIGAN	WAYNE	WAYNMIMNDS0		AS	
MI	734-647	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS	
MI	734-654	9323	AMERITECH MICHIGAN	CARLETON	CATNMICTRS0	AS		
MI	734-655	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMINWDS0		AS	
MI	734-662	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNCG1		AS	
MI	734-663	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNCG1		AS	
MI	734-665	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNCG1		AS	
MI	734-666	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMINWDS0		AS	
MI	734-668	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNCG1		AS	
MI	734-669	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNCG1		AS	
MI	734-671	9323	AMERITECH MICHIGAN	TRENTON	TRENMIMNDS0		AS	
MI	734-672	7229	"MCIMETRO, ATS, INC. "	TRENTON	DTRTMIDODS0		AS	
MI	734-675	9323	AMERITECH MICHIGAN	TRENTON	TRENMIMNDS0		AS	
MI	734-676	9323	AMERITECH MICHIGAN	TRENTON	TRENMIMNDS0		AS	
MI	734-677	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMISEDS0		AS	
MI	734-692	9323	AMERITECH MICHIGAN	TRENTON	TRENMIMNDS0		AS	
MI	734-697	9323	AMERITECH MICHIGAN	BELLEVILLE	BLVLMIBVDS0		AS	
MI	734-699	9323	AMERITECH MICHIGAN	BELLEVILLE	BLVLMIBVDS0		AS	
MI	734-712	9323	AMERITECH MICHIGAN	YPSILANTI	ANARMISEDS0		AS	
MI	734-721	9323	AMERITECH MICHIGAN	WAYNE	WAYNMIMNDS0		AS	
MI	734-722	9323	AMERITECH MICHIGAN	WAYNE	WAYNMIMNDS0		AS	
MI	734-727	9323	AMERITECH MICHIGAN	WAYNE	WAYNMIMNDS0		AS	
MI	734-728	9323	AMERITECH MICHIGAN	WAYNE	WAYNMIMNDS0		AS	
MI	734-729	9323	AMERITECH MICHIGAN	WAYNE	WAYNMIMNDS0		AS	
MI	734-737	9323	AMERITECH MICHIGAN	PLYMOUTH	PLMOMIMNDS0		AS	
MI	734-741	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNCG1		AS	
MI	734-747	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNCG1		AS	
MI	734-753	9323	AMERITECH MICHIGAN	NEW BOSTON	NBTNMIMNRSA		AS	
MI	734-761	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS	
MI	734-762	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMIMNDS0		AS	
MI	734-763	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS	
MI	734-764	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS	
MI	734-769	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS	

	734-779	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMINWDS0		AS		
MI	734-782	9323	AMERITECH MICHIGAN	FLAT ROCK	FLRKMIFRDS0	AS			
MI	734-783	9323	AMERITECH MICHIGAN	FLAT ROCK	FLRKMIFRDS0	AS			
MI	734-784	7229	"MCIMETRO, ATS, INC. "	ROMULUS	DTRTMIDODS0		AS		
MI	734-789	9323	AMERITECH MICHIGAN	FLAT ROCK	FLRKMIFRDS0	AS			
MI	734-805	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMINWDS0		AS		
MI	734-827	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS		
MI	734-844	9323	AMERITECH MICHIGAN	PLYMOUTH	WAYNMINWDS0		AS		
MI	734-878	9323	AMERITECH MICHIGAN	PINCKNEY	PNCNMIMNRS1		AS		
MI	734-913	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS		
MI	734-930	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNCG1		AS		
MI	734-936	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS		
MI	734-941	9323	AMERITECH MICHIGAN	ROMULUS	RMLSMIMNDS0		AS		
MI	734-942	9323	AMERITECH MICHIGAN	ROMULUS	RMLSMIMNDS0		AS		
MI	734-946	9323	AMERITECH MICHIGAN	ROMULUS	TAYLMIWKDS0		AS		
MI	734-947	9323	AMERITECH MICHIGAN	ROMULUS	TAYLMIWKDS0		AS		
MI	734-951	9323	AMERITECH MICHIGAN	XXXXXXXXXX	XXXXXXXXXXX				UA
MI	734-953	9323	AMERITECH MICHIGAN	LIVONIA	LIVNMINWDS0		AS		
MI	734-954	9323	AMERITECH MICHIGAN	PINCKNEY	PNCNMIMNRS1		AS		
MI	734-955	9323	AMERITECH MICHIGAN	ROMULUS	RMLSMIMNDS0		AS		
MI	734-971	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMISEDS0		AS		
MI	734-973	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMISEDS0		AS		
MI	734-975	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMISEDS0		AS		
MI	734-981	9323	AMERITECH MICHIGAN	PLYMOUTH	WAYNMINWDS0		AS		
MI	734-983	9323	AMERITECH MICHIGAN	PLYMOUTH	WAYNMINWDS0		AS		
MI	734-985	7229	"MCIMETRO, ATS, INC. "	YPSILANTI	DTRTMIDODS0		AS		
MI	734-994	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS		
MI	734-995	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS		
MI	734-996	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS		
MI	734-997	9323	AMERITECH MICHIGAN	ANN ARBOR	ANARMIMNDS0		AS		
MI	734-998	9323	AMERITECH MICHIGAN	ANN ARBOR					
MI	810-220	9323	AMERITECH MICHIGAN	BRIGHTON	BITNMIESDS0	AS			
MI	810-221	9323	AMERITECH MICHIGAN	PORT HURON	PTHRMIMNDS1		AS		
MI	810-224	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	BRIGHTON	SFLDMIQJDS1				AS
MI	810-225	9323	AMERITECH MICHIGAN	BRIGHTON	BITNMIESDS0	AS			
MI	810-227	9323	AMERITECH MICHIGAN	BRIGHTON	BITNMIESDS0	AS			
MI	810-229	9323	AMERITECH MICHIGAN	BRIGHTON	BITNMIESDS0	AS			
MI	810-230	9323	AMERITECH MICHIGAN	FLINT	FLNTMINWDS0		AS		
MI	810-231	9323	AMERITECH MICHIGAN	BRIGHTON	HMBGMIMNRSA		AS		
MI	810-232	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS		
MI	810-233	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS		

MI	810-234	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS				
MI	810-235	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS				
MI	810-236	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS				
MI	810-237	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS				
MI	810-238	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS				
MI	810-239	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS				
MI	810-245	9323	AMERITECH MICHIGAN	LAPEER	LPERMILPDS0	AS					
MI	810-250	9323	AMERITECH MICHIGAN	FLINT	FLNTMINEDS0	AS					
MI	810-251	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMN251	AS					
MI	810-257	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS				
MI	810-266	9323	AMERITECH MICHIGAN	BYRON	BYRNMIBYRSA		AS				
MI	810-272	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	LAPEER	SFLDMIQJDS1			AS			
MI	810-275	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	FLINT	SFLDMIQJDS1			AS			
MI	810-282	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS		8/6/02		G
MI	810-301	9323	AMERITECH MICHIGAN	FLINT	BTNGMIPGDS0		AS				
MI	810-326	9323	AMERITECH MICHIGAN	ST CLAIR	STCLMIMNRS1		AS				
MI	810-329	9323	AMERITECH MICHIGAN	ST CLAIR	STCLMIMNRS1		AS				
MI	810-341	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS				
MI	810-342	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS				
MI	810-359	9323	AMERITECH MICHIGAN	LEXINGTON	LXTNMIMNRSA		AS				
MI	810-364	9323	AMERITECH MICHIGAN	PORT HURON	MYVIMIMNRSA		AS				
MI	810-378	9323	AMERITECH MICHIGAN	PECK	CRSWMIMNRSA		AS				
MI	810-385	9323	AMERITECH MICHIGAN	PORT HURON	PTHRMINRRSA		AS				
MI	810-388	9323	AMERITECH MICHIGAN	PORT HURON	MYVIMIMNRSA		AS				
MI	810-422	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS0		AS				
MI	810-424	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS				
MI	810-472	9323	AMERITECH MICHIGAN	DETROIT	DTRTMIMD1TD		AS				
MI	810-487	9323	AMERITECH MICHIGAN	FLUSHING	FLSHMIFSDS0	AS					
MI	810-494	9323	AMERITECH MICHIGAN	BRIGHTON	BITNMIESDS0	AS					
MI	810-520	9323	AMERITECH MICHIGAN	XXXXXXXXXX	XXXXXXXXXXX			UA			
MI	810-603	9323	AMERITECH MICHIGAN	GRANDBLANC	GRBLMIMNDS0			AS			
MI	810-606	9323	AMERITECH MICHIGAN	GRANDBLANC	GRBLMIMNDS0			AS			
MI	810-629	9323	AMERITECH MICHIGAN	FENTON	FNTNMIMNDS0		AS				
MI	810-632	9323	AMERITECH MICHIGAN	HARTLAND	HRLDMIHRDS0		AS				
MI	810-633	9323	AMERITECH MICHIGAN	APPLEGATE	SNDSMIMNRSA		AS				
MI	810-640	9323	AMERITECH MICHIGAN	CLIMTMORRS	FLNTMINEDS0	AS					
MI	810-648	9323	AMERITECH MICHIGAN	SANDUSKY	SNDSMIMNRSA		AS				
MI	810-657	9323	AMERITECH MICHIGAN	CARSONVL	CSVIMIMNRSA		AS				
MI	810-659	9323	AMERITECH MICHIGAN	FLUSHING	FLSHMIFSDS0	AS					
MI	810-664	9323	AMERITECH MICHIGAN	LAPEER	LPERMILPDS0	AS					
MI	810-667	9323	AMERITECH MICHIGAN	LAPEER	LPERMILPDS0	AS					

MI	810-672	9323	AMERITECH MICHIGAN	SNOVER	CSVIMIMNRSA		AS	
MI	810-679	9323	AMERITECH MICHIGAN	CROSWELL	CRSWMIMNRSA		AS	
MI	810-686	9323	AMERITECH MICHIGAN	CLIMTMORRS	CLIOMIMNDS0	AS		
MI	810-687	9323	AMERITECH MICHIGAN	CLIMTMORRS	CLIOMIMNDS0	AS		
MI	810-694	9323	AMERITECH MICHIGAN	GRANDBLANC	GRBLMIMNDS0			AS
MI	810-695	9323	AMERITECH MICHIGAN	GRANDBLANC	GRBLMIMNDS0			AS
MI	810-714	9323	AMERITECH MICHIGAN	FENTON	FNTNMIMNDS0		AS	
MI	810-715	9323	AMERITECH MICHIGAN	FLINT	BTNGMIPGDS0		AS	
MI	810-720	9323	AMERITECH MICHIGAN	FLINT	FLNTMINWDS0		AS	
MI	810-732	9323	AMERITECH MICHIGAN	FLINT	FLNTMINWDS0		AS	
MI	810-733	9323	AMERITECH MICHIGAN	FLINT	FLNTMINWDS0		AS	
MI	810-736	9323	AMERITECH MICHIGAN	FLINT	FLNTMINEDS0	AS		
MI	810-742	9323	AMERITECH MICHIGAN	FLINT	BTNGMIPGDS0		AS	
MI	810-743	9323	AMERITECH MICHIGAN	FLINT	BTNGMIPGDS0		AS	
MI	810-744	9323	AMERITECH MICHIGAN	FLINT	BTNGMIPGDS0		AS	
MI	810-748	9323	AMERITECH MICHIGAN	ALGONAC	HRISMIMNRSA		AS	
MI	810-750	9323	AMERITECH MICHIGAN	FENTON	FNTNMIMNDS0		AS	
MI	810-760	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS0		AS	
MI	810-762	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS	
MI	810-765	9323	AMERITECH MICHIGAN	MARINECITY	MRCYMIMNRSA		AS	
MI	810-766	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS	
MI	810-767	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS	
MI	810-768	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS	
MI	810-780	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS	
MI	810-785	9323	AMERITECH MICHIGAN	FLINT	FLNTMINRDS0	AS		
MI	810-787	9323	AMERITECH MICHIGAN	FLINT	FLNTMINRDS0	AS		
MI	810-789	9323	AMERITECH MICHIGAN	FLINT	FLNTMINRDS0	AS		
MI	810-794	9323	AMERITECH MICHIGAN	ALGONAC	ALGNMIMNRS0		AS	
MI	810-809	9323	AMERITECH MICHIGAN	XXXXXXXXXX	XXXXXXXXXXX			UA
MI	810-835	9323	AMERITECH MICHIGAN	FLINT	FLNTMIMNDS1		AS	
MI	810-844	9323	AMERITECH MICHIGAN	BRIGHTON	BITNMIESDS0	AS		
MI	810-878	9323	AMERITECH MICHIGAN	CROSWELL	CRSWMIMNRSA		AS	
MI	810-951	9323	AMERITECH MICHIGAN	XXXXXXXXXX	XXXXXXXXXXX			UA
MI	810-953	9323	AMERITECH MICHIGAN	GRANDBLANC	GRBLMIMNDS0			AS
MI	810-956	7279	"MCI WORLDCOM COMMUNICATIONS, INC. - MI "	PORT HURON	SFLDMIQJDS1			AS
MI	810-966	9323	AMERITECH MICHIGAN	PORT HURON	PTHRMIMNDS1		AS	
MI	810-982	9323	AMERITECH MICHIGAN	PORT HURON	PTHRMIMNDS1		AS	
MI	810-984	9323	AMERITECH MICHIGAN	PORT HURON	PTHRMIMNDS1		AS	
MI	810-985	9323	AMERITECH MICHIGAN	PORT HURON	PTHRMIMNDS1		AS	
MI	810-987	9323	AMERITECH MICHIGAN	PORT HURON	PTHRMIMNDS1		AS	
MI	810-989	9323	AMERITECH MICHIGAN	PORT HURON	PTHRMIMNDS1		AS	

MI	810-998	9323	AMERITECH MICHIGAN	XXXXXXXXXX	XXXXXXXXXXX	UA
MI	810-999	9323	AMERITECH MICHIGAN	XXXXXXXXXX		

Attachment MH-5

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of the Petition of MediaOne Telecommunications of Michigan, Inc.'s for Arbitration Pursuant to Section 252(b) of the Federal Telecommunications Act of 1996 to Establish an Interconnection Agreement with Ameritech Michigan	)))))))	Case No. U-12198

AFFIDAVIT OF GERRY COE

STATE OF COLORADO	)	
	)	SS:
COUNTY OF ARAPAHOE	)	

Gerry Coe, being duly sworn, deposes and says:

1. I am employed by MediaOne as Service Interconnection Manager. In that position, I have responsibility for the negotiation of contracts for third-party services, such as operator services, directory assistance, LIDB, CNAM, and 800 database services (i.e. signaling services), with telecommunications industry vendors. I have over 32 years of experience in telecommunications, including three years with the U. S. Army Signal Corps and 28 years with U S WEST; I joined MediaOne in 1998. During my career, I have been responsible for the planning and installation of transmission equipment; design of special service circuits; design of network trunking and switching configurations; switch planning and management of large telecommunications projects. Since 1983 I have been responsible for access planning and the interconnection of telecommunications carriers' networks. Beginning in 1996 and through 1998 I negotiated interconnection

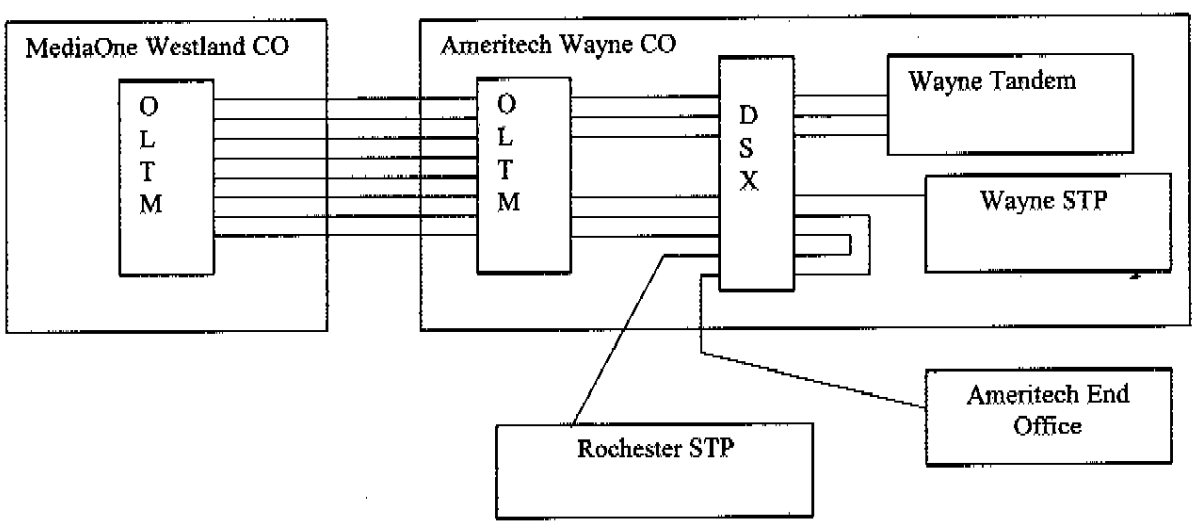
contracts between U S WEST and other telecommunications carriers.

2. In this affidavit, I will describe how Ameritech proposes to force MediaOne to establish an economically inefficient physical interconnection architecture. I will also describe how MediaOne interconnects and exchanges signaling information with Ameritech today and how Ameritech forces – and proposes to continue to force – MediaOne to obtain certain signaling links from Ameritech's switched access tariffs, even though the FCC requires Ameritech to provide those links as unbundled network elements (UNEs). I will explain why MediaOne desires to establish a second point of interconnection with Ameritech. I will also explain why the interconnection agreement should provide for symmetrical reciprocal compensation and MediaOne's concern about the differences in the tandem switching rate for similar functions.

3. Interconnection is the physical linking of two networks for the mutual exchange of traffic. The Telecommunications Act of 1996 (the Act) requires an incumbent local exchange carrier (ILEC), such as Ameritech, to interconnect its network with the facilities and equipment of any requesting telecommunications carrier at any technically feasible point on the carrier's network. Today MediaOne and Ameritech interconnect their networks via a joint fiber meet to provide one another interconnection trunking for the exchange of local, intraLata, interLata and ancillary traffic as well as trunk signaling and access to call-related databases. In a joint fiber meet, both Ameritech and MediaOne assume the responsibility to provide transport to and from the meet point at which their networks interconnect. In addition to the interconnection trunking, a part of this joint fiber meet arrangement, is dedicated to Common Channel Signaling (SS7) which is

provided via the "A" Links that ride on DS-1 circuits. The "A" Links interconnect MediaOne's switch with Ameritech's signal transfer points (STPs). "A" Links are high-speed signaling circuits (56 kilobits per second) that transmit Integrated Services Digital Network User Part (ISUP) and Transaction Capabilities Access Part (TCAP) signaling. These signaling types are necessary interconnection signaling components; they allow for call set-up and access to call-related databases (e.g. LIDB, CNAM, 800 database). The existing and proposed interconnection agreements require the use of SS7 signaling wherever possible. Even without this requirement, Ameritech and MediaOne would both choose SS7 signaling; as it is necessary for the provision of standard services, such as Calling Line ID Service and Caller ID Per-Call Blocking. The arrangements described above are common in the telecommunications industry and their mere existence demonstrates their technical feasibility.

4. The existing interconnection configuration is depicted schematically below:



NOTE: Red lines depict facilities provided by MediaOne; blue lines depict facilities provided by Ameritech.

End Office Trunking

5. Although the joint fiber meet provides the necessary interconnection, including signaling, between MediaOne's and Ameritech's networks for delivery of all calls between the parties' customers, Ameritech required MediaOne to establish direct end office trunks to several of Ameritech's end offices and, because it needed to get to market quickly, MediaOne acquiesced to Ameritech's request and established those trunks.

In the negotiations for the new interconnection agreement, Ameritech has again demanded that MediaOne install a direct trunk group to an Ameritech end office whenever MediaOne's traffic volumes to that end office exceed the CCS busy-hour equivalent of one DS-1 circuit. In addition, Ameritech is now requiring that the facilities for the direct trunk group be ordered at their switched access tariff rates.

6. By requiring MediaOne to establish direct trunks to Ameritech's end offices, Ameritech has effectively dictated additional points of interconnection between MediaOne's and Ameritech's networks at those end office locations, in violation of the Act. Additionally, while the arbitrary criterion for establishment of direct trunks proposed by Ameritech might promote the efficiency of Ameritech's network, it may very well decrease MediaOne's network efficiency. Moreover, Ameritech is attempting to impose on MediaOne conditions around the establishment of those end office trunks that force MediaOne to incur additional and unnecessary expense. I will discuss each of these points below.

7. The Act flatly requires Ameritech to provide interconnection "at any technically feasible point within the carrier's network" (section 251(c)(2)(B)). The FCC stated in the Local Competition Order:

> The interconnection obligation of section 251(c)(2) . . . allows competing carriers to choose the most efficient points at which to exchange traffic with incumbent LECs, thereby lowering the competing carriers' costs of, among other things, transport and termination of traffic.[1]

Ameritech and MediaOne are today interconnected via a joint fiber meet, so Ameritech cannot claim that such an interconnection is not technically feasible. The FCC has specifically found "meet point arrangements" to be a technically feasible form of interconnection (Local Competition Order, para. 553). Given that, Ameritech cannot refuse to interconnect with MediaOne via the joint fiber meet and cannot force MediaOne into additional points of interconnection.

8. Setting aside the dictates of the Act, Ameritech has proposed an unreasonable criterion for determining when traffic must be direct-trunked to an end office. While a one DS-1 standard might optimize the efficiency of Ameritech's network, it will likely be sub-optimal for MediaOne's network. Ameritech has not fully explained why it believes its standard is appropriate even for its network, and it has expressed no concern whatever for the effects on MediaOne's network. Those effects, however, could be dramatic. As a new entrant, MediaOne experiences different traffic flows, traffic volumes and growth patterns than does Ameritech. For example, under Ameritech's proposed contract language, a temporary "spike" in calling could drive MediaOne's traffic volumes over the

[1] In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, 11 FCC Rcd. 15499, para. 172 (1996).

threshold and require it to establish direct trunks, even though its traffic volumes then return to "normal." Ameritech's proposal makes no allowance for this or any other differences between its network and MediaOne's.

9. I believe Ameritech's proposal reflects an incorrect view of telecommunications networks. Direct connection of end offices is rarely efficient or economic. Tandem network architectures were indeed developed as an efficient and economic alternative to direct trunking. Ameritech would have us believe that telecommunications networks are started as tandem configurations and that as the networks grow, the tandem switch eventually becomes unnecessary. Following this line of thinking the sole function of the tandem switches in Ameritech's network would be the temporary interconnection of other carriers' networks to Ameritech's end offices. If this were true, there would be few tandems in place for the competitive carriers to interconnect through.

10. In reality, networks are designed around tandem switches that, for purposes of efficiency and economics, initially connect all end offices to each other. As subscriber growth occurs and communities of interest develop between any two specific end offices, there comes a point when it becomes appropriate to reconfigure the trunking between them. This is done by developing a direct trunk group between them which is sized to accommodate the calls during the non-busy hour(s). Because this trunk group is not sized to carry the busy hour(s) call requirements, it is configured as a primary high use trunk group. That is, it is designed to accept first routed traffic until it is full and then to overflow the remainder of the traffic to an alternate final trunk group that carries it to a tandem switch for completion. This type of network configuration allows for the

efficiencies of direct trunking the preponderance of traffic and the economics of tandem switching the remainder of traffic.

11. MediaOne is not unwilling to interconnect with or route traffic directly to Ameritech's end offices to terminate local exchange traffic. Rather, MediaOne wishes to become an integral part of a local exchange network with a network configuration that is economic and efficient for all involved parties. We recognize that there will be a point at which direct interconnection, on a primary high-use basis, to Ameritech's end offices makes sense from a standpoint of economics and efficiency, and we eagerly anticipate having the traffic volumes to justify that step. But MediaOne will not willingly subject itself to arbitrary efficiency thresholds that do not equally reflect the wellbeing of all parties in the network.

12. If Ameritech believes that network conditions necessitate a limit on the volumes of tandem-switched traffic, MediaOne would be willing to discuss the situation and, if appropriate, negotiate a reasonable limit. To date, however, Ameritech has made no effort to explain why it believes a limit is necessary at all, or why one DS-1 is the appropriate limit. Rather, Ameritech has simply demanded that MediaOne accept what Ameritech dictates. The Act does not permit Ameritech to take such a negotiating stance, and MediaOne will not accede to Ameritech's demands.

13. From a financial perspective, Ameritech's proposed direct trunking requirements would require MediaOne to pay additional and unnecessary costs. Ameritech's proposal increases MediaOne's expenses in its own network due to the increased requirements for switch ports and multiplexing equipment. MediaOne would also incur further expense

because of the limited options available to it for obtaining the DS-1 facilities to provide transport between the joint fiber meet (point of interconnection) and the Ameritech end office. If MediaOne is required to build these end office trunks, MediaOne would have to build the DS-1 facilities itself, lease them from a third party or lease them from Ameritech. When leasing the facilities from Ameritech, MediaOne should have two options – pay switched access tariff rates or pay unbundled network element rates. However, MediaOne is forced to obtain and pay for the DS-1s at Ameritech's switch access tariff rates since Ameritech will not make its unbundled interoffice transport available at the lower unbundled network elements (UNE) rates unless MediaOne is collocated in the Ameritech tandem and end offices.

14. In its Local Competition Order, the FCC said, "We conclude that under Sections 251(c)(2) and 251(c)(3), any requesting carrier may choose any method of technically feasible interconnection or access to unbundled elements at a particular point." [2] The FCC went on to say that the duty to interconnect at any technically feasible point is not limited to a specific method of interconnection or access to unbundled network elements. In its UNE Remand decision, issued November 5, 1999, the FCC also noted that "Experience over the last year demonstrates that incumbent LECs have refused to provide access to network elements so that competitors could combine them, except in

[2] In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 11 FCC Rcd. 15499, para. 549 (1996)

situations where competitive LECs have collocated in the incumbent's central offices"[3]

Specifically, in the UNE Remand decision at footnote 973, the FCC said:

> .... BellSouth's offering in Louisiana of collocation as the sole method for combining unbundled network elements is inconsistent with section 251(c)(3) ...We found that section 251(c)(3) required incumbent LECs to provide "nondiscriminatory access to network elements on an unbundled basis at any technically feasible point ...." which was not limited to collocation arrangements.

MediaOne today obtains transport between the POI and Ameritech end offices via the currently existing joint fiber meet. This configuration was first proposed by Ameritech and, by virtue of its very existence, provides technically feasible access to interoffice transport. Ameritech's collocation requirement merely necessitates replacement of the existing Ameritech equipment, which provides the connection between MediaOne's POI and Ameritech's interoffice transport, with the same type of equipment to be owned by MediaOne in another space in Ameritech's central office which MediaOne is now required to lease. MediaOne must absorb new nonrecurring and recurring expenses associated with the collocation and the equipment which must go into the space. Furthermore, the time frames associated with establishing such a collocation space will delay MediaOne's market penetration and entry into new markets. The configuration described above is the exact same physical configuration which exists today without collocation in the context of the joint fiber meet. A requirement of collocation, in essence, renders our existing joint fiber meet superfluous because it requires the introduction of duplicative equipment. If Ameritech is allowed to impose this

[3] In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Third Report and Order and Fourth

collocation requirement, it could effectively limit MediaOne to collocation as the sole means of interconnection and eliminate the unbundled network element option for MediaOne.

15. In a similar defiance of the Act, Ameritech seeks to cause MediaOne unnecessary costs through its requirements for access to the signaling links between MediaOne's point of interconnection and Ameritech's STPs. Ameritech presently charges MediaOne for the signaling described above at Ameritech's access tariff rates, claiming that MediaOne is buying a service, rather than a UNE. According to Ameritech, the only technically feasible means of accessing UNEs, in general, is through collocation, and the only technically feasible means of accessing signaling, in particular, is through collocation at Ameritech's STPs. Ameritech also claims that collocation is the only technically feasible means of access to call-related databases.

16. The FCC has designated Signaling and Access to Call Related Databases as UNEs, both in its Local Competition Order[4] and in its UNE Remand decision.[5] The FCC has imposed no limits on the use of an "A" Link obtained as a UNE. Indeed, the Local Competition Order expressly states:

> Carriers that provide their own switching facilities should be able to access the incumbent LEC's SS7 network for each of their switches via a signaling link between their switch and an incumbent LEC's STP. Competitive carriers should be able to make this connection in the same manner as an incumbent LEC connects one of its own switches to the

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Further Notice of Proposed Rulemaking (November 5, 1999) para. 482.

[4] In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 11 FCC Rcd. 15499, paras. 478-92 (1996)

[5] In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking (November 5, 1999), para. 482.

> STP. This could be accomplished by the incumbent bringing a signaling link from its STP to the competitor's switch or by a competitor bringing a signaling link from its switch to the incumbent LEC's STP.[6]

The FCC reaffirmed this position in paragraph 388 of the UNE Remand decision.

17. Notwithstanding the FCC's clear direction, Ameritech insists that MediaOne may exchange signaling traffic in only two ways. First, Ameritech agrees that the parties may exchange signaling traffic through their already-established joint fiber meet, but only if MediaOne purchases "A" Links from Ameritech's switched access tariffs. Second, MediaOne may purchase "A" Links as UNEs (and thus avail itself of TSLRIC/TELRIC-based rates), but to do so MediaOne must collocate with Ameritech at each STP. I am not aware that the FCC has ever placed this sort of limitation on a competitive LEC's access to unbundled network elements in general, or to signaling in particular, and Ameritech has not explained why it believes this is a reasonable or lawful limitation.

18. From a technical perspective, there is no good reason for Ameritech to require collocation as a prerequisite to obtaining "A" Links and access to the CNAM database as UNEs. In fact, the physical interconnection that MediaOne and Ameritech have today is exactly what MediaOne wants; that Ameritech purports to provide "A" Links as a service, rather than as UNEs, does not change that essential fact. Ameritech thus cannot claim that the interconnection requested by MediaOne is technically infeasible.

19. MediaOne has provided the facilities to the meet point, and it expects to pay for the transport between the joint fiber meet and Ameritech's STPs. However, MediaOne believes transport to the STP, any reasonable and necessary equipment charges (e.g.

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[6] Local Competition Order, para. 483.

multiplexing), and access to call-related databases and trunk signaling should be available to it as UNEs and priced accordingly, without a requirement to collocate.

Additional Point of Interconnection

20. In 1998, MediaOne and Ameritech established an interconnection through a joint fiber meet at the OC-12 level. Ameritech and MediaOne have established a point of interconnection (POI) at MediaOne's Westland switch and another POI at Ameritech's Wayne tandem switch. MediaOne hands off traffic to Ameritech through the Wayne tandem POI; Ameritech hands off traffic to MediaOne at the Westland POI.

21. MediaOne wishes to establish a second set of POIs to send traffic to Ameritech through a second joint fiber meet. Though the OC-12 joint fiber meet is not at capacity, MediaOne expects that it will continue to experience very rapid growth for the foreseeable future, particularly as MediaOne expands its service to additional areas. More important, an additional joint fiber meet would provide redundancy to the Wayne tandem POI. Today, in the event of a fire or some other sort of failure at Ameritech's Wayne location, MediaOne's customers would be left without access to the public switched network, or emergency services. Given MediaOne's plans to expand into the Bloomfield area, MediaOne believes Ameritech's West Bloomfield tandem switch would be the logical spot for an additional POI. Because this is a new tandem, it would provide better routing and reliability. Moreover, a MediaOne POI at this location would preclude unnecessary call loading on Ameritech's Wayne tandem through an exchange of traffic to and from the end offices subtending the West Bloomfield tandem at that location without sending traffic through first the Wayne and then the West Bloomfield tandems. Thus MediaOne

proposes to establish an OC-3 joint fiber meet at the West Bloomfield location, effective June 1, 2000.

22. MediaOne-Ameritech joint operations and implementation teams agreed with the reasoning behind MediaOne's request to establish a new joint fiber meet and developed initial plans. Nonetheless, Ameritech interconnection contract negotiation team has rejected MediaOne's proposal, claiming it is unnecessary.

23. As I have explained above, however, an additional POI is essential to providing MediaOne's customers with the sort of reliable service they expect and deserve. With the addition of a second MediaOne POI at West Bloomfield, the impacts of additional load volumes from exchange of traffic between MediaOne's customers and Ameritech's customers on Ameritech's Wayne tandem would be minimized.

Symmetrical Reciprocal Compensation

24. Ameritech has proposed that MediaOne should be allowed to recover reciprocal compensation at the tandem rate only if its switch covers the same geographic area as Ameritech's tandem switch and provides the same functions as a tandem switch. MediaOne believes this is inappropriate.

25. MediaOne today has a single switch. By sending traffic to that switch, Ameritech can reach MediaOne's entire serving area, which covers the territory served by several Ameritech end offices. In that sense, MediaOne's choice of a fiber ring network technology provides the same functions and serves the geographic area comparable to that of Ameritech's tandem.

26. Attachment 1 to my affidavit is a pair of maps that display the reach of MediaOne's SONET network. That network provides the capability for the transmission and routing of traffic throughout the territory served by all four of Ameritech's tandems.

Tandem Switching Rate

27. Ameritech proposes a tandem switching rate as part of its reciprocal compensation rate of $.000698. However, when Ameritech is providing tandem transit service, the tandem switching rate is $.004002. Although the actual service provided in each instance is the same, when MediaOne asked Ameritech to explain the difference between these rates, Ameritech declined to do so and merely stated the rates where set by the Michigan Commission. MediaOne believes that the rate for tandem switching should be consistent when the function performed is the same.

Further Affiant sayeth not.

Gerry Coe

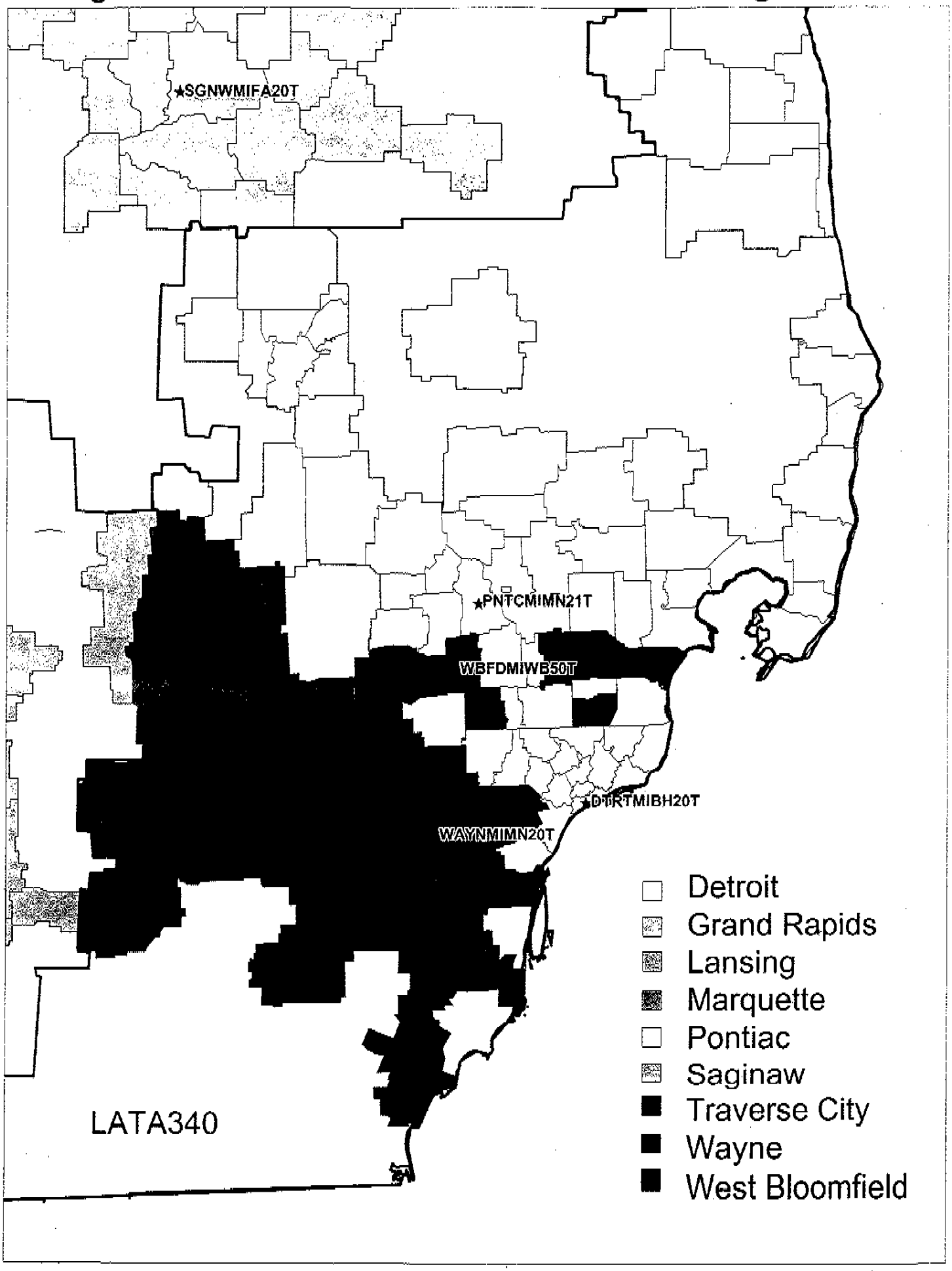
Subscribed and sworn to before me
this 5 day of November, 1999.

Notary Public

My Commission Expires: 6/17/2001

JONNIE C. HUNSAKER NOTARY PUBLIC STATE OF COLORADO

Michigan - Ameritech Access Tandems and Serving Areas



Ameritech

MediaOne Telecommunications of Michigan, Inc.