

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL

WILLIAM J. RICHARDS
Deputy Attorney General



6545 MERCANTILE, STE. 15
LANSING, MICHIGAN 48911

JENNIFER MULHERN GRANHOLM
ATTORNEY GENERAL

December 15, 2000

George Schankler
Administrative Law Judge
Michigan Public Service Commission
6545 Mercantile Way, Suite 14
P.O. Box 30221
Lansing, Michigan 48909-7721

Dear Judge Schankler:

Re: MPSC File Nos. U-12571, U-12598, U-12599

Please find attached Joint Motion of the MPSC Staff, the Attorney General, and Ameritech Michigan to Approve Settlement Agreement, the executed Settlement Agreement and proposed Order Approving Settlement Agreement together with Proof of Service.

Sincerely,

Julia R. Bell (P35367)
Assistant Attorney General
Public Service Division
Telephone: (517) 241-6680

JRB/pw

Atts.

c: Tom Lonergan
Parties of Record

RECEIVED
MICHIGAN PUBLIC SERVICE COMMISSION

DEC 15 2000

ADMINISTRATIVE LAW JUDGES

MICHIGAN PUBLIC
SERVICE COMMISSION

DEC 15 2000

FILED

FILED

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

DEC 15 2000

MICHIGAN PUBLIC
SERVICE COMMISSION

In the matter, on the Commission's own motion,)
of legislative-type inquiry into the quality of)
telecommunications services of Ameritech)
Michigan.)
_____)

Case No. U-12571

In the matter, on the Commission's own motion,)
to establish service quality standards, including)
enforcement provisions, for Ameritech Michigan)
_____)

Case No. U-12598

In the matter, on the Commission's own motion,)
for Ameritech Michigan to show that its treatment)
of customers requesting repair service is in)
compliance with the Commission's rules and the)
Michigan Telecommunications Act.)
_____)

Case No. U-12599

**MOTION OF THE MICHIGAN PUBLIC SERVICE COMMISSION STAFF,
THE MICHIGAN ATTORNEY GENERAL, AND AMERITECH MICHIGAN
TO APPROVE SETTLEMENT AGREEMENT**

The Michigan Public Service Commission Staff ("Staff"), the Michigan Attorney General ("Attorney General"), and Ameritech Michigan¹ hereby move, pursuant to the Michigan Public Service Commission ("MPSC" or "Commission") Rules of Practice and Procedure, R 460.17333

¹ Michigan Bell Telephone Company, a Michigan corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the states of Michigan, Illinois, Wisconsin, Indiana and Ohio. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc. Michigan Bell offers telecommunication service and operates under the names Ameritech and Ameritech Michigan pursuant to assumed name filings with the State of Michigan.

("Rule 333"), to approve the proposed Settlement Agreement attached to this Motion as Exhibit A (the "Settlement Agreement"), and in support of their Motion state:

1. On August 17, 2000, the Commission issued an order initiating Case No. U-12571, a legislative-type inquiry into the quality of telecommunication services of Ameritech Michigan. Pursuant to and in compliance with that order, Ameritech Michigan provided information regarding the quality of its telecommunications services.

2. On September 7, 2000, the Commission, acting on its own motion, issued an order initiating Case No. U-12599, and ordered Ameritech Michigan to show, inter alia, that its administration of the provisions for out-of-service bill credits was being done in compliance with the Commission's rules and the Michigan Telecommunications Act, MCL 484.2101 et seq.; MSA 22.1469(101) et seq. Ameritech Michigan filed a response in Case No. U-12599 as required by the Commission's show case order of September 7, 2000.

3. Also on September 7, 2000, the Commission issued an Order in Case No. U-12598 initiating, on the Commission's own motion, a contested case "to establish service quality standards, including enforcement provisions, for Ameritech Michigan." September 7, 2000 Order (the "Order") (caption).

4. The Order permitted interested parties to file interventions by October 3, 2000 and to file proposed service quality standards and enforcement provisions no later than October 19, 2000. Pursuant to the Order, the following parties participated in Case No. U-12598: Staff, the Attorney General, AT&T Communications of Michigan, Inc. / TCG Detroit (collectively, "AT&T"), MCI WorldCom, the Michigan Pay Telephone Association ("MPTA"), and XO Michigan, Inc. and KMC Telecom (jointly). Proposed service quality standards were filed by Ameritech Michigan, Staff and the Attorney General only.

5. On October 25, 2000, Ameritech Michigan filed a Motion for Summary Disposition in Case No. U-12598 contending, inter alia, that the failure to follow rulemaking procedures and, instead, the use of a contested case adjudication to impose modification of or additions to existing service quality rules on Ameritech Michigan only, violates the Administrative Procedures Act of 1969, as amended, and the Michigan Constitution, and that therefore the case should be dismissed. Arguments in opposition to the Motion were filed by Staff, the Attorney General, XO/KMC and AT&T.

6. An evidentiary hearing in Case No. U-12598 was held on November 3, 2000 before Administrative Law Judge George Schankler ("ALJ"). The parties submitted their initial briefs on November 9, 2000 and their reply briefs on November 15, 2000. Subsequently, the matter was submitted to the Commission for decision based upon its review of the record.

7. During the course of Case No. U-12598, Ameritech Michigan, Staff and the Attorney General had discussions in an attempt to resolve some of the matters relating to the specific service quality problems experienced by Ameritech Michigan during 2000.

8. These discussions have culminated in a proposed Settlement Agreement which has been agreed to and accepted by Ameritech Michigan, Staff and the Attorney General – the only three parties to file proposed standards in Case No. U-12598.

9. The Settlement Agreement obligates Ameritech Michigan to provide additional customer credits and to abide by specific benchmarks for out-of-service repair and installation commitments. In addition, Ameritech Michigan has agreed to a number of additional, voluntary commitments concerning various areas of service quality.

10. Rule 333 prescribes the procedure for submitting contested settlements to the Commission. Therefore, under the provisions of Rule 333, Ameritech Michigan, Staff and the Attorney General hereby submit the Settlement Agreement to the Commission for approval.

11. Pursuant to Rule 333, a proposed settlement agreement was served on all parties on December 4, 2000. Thereafter, certain comments and minor modifications submitted by various parties have been incorporated into the Settlement Agreement attached hereto as Exhibit A.

12. The Settlement Agreement is in the public interest, represents a fair and reasonable resolution of this contested case, and is supported by substantial evidence on the record as a whole. The Settlement Agreement satisfies all of the requirements for Commission approval thereof under Rule 333.

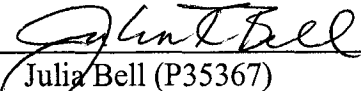
13. The parties have agreed that the Settlement Agreement resolves the above-referenced pending proceedings in Cases No. U-12571, U-12598 and U-12599 in their entirety and without the necessity for further proceedings therein.

RELIEF

For all the reasons set forth herein, Staff, the Attorney General and Ameritech Michigan respectfully request that the Commission implement the policy reflected in Rule 333(1) of encouraging parties to proceedings before the Commission to enter into settlements when possible, by approving the proposed Settlement Agreement attached to this Motion as Exhibit A. A proposed Order adopting the Settlement Agreement is also appended as Exhibit B.

Respectfully submitted,

MPSC STAFF

By: 
Julia Bell (P35367)
Assistant Attorney General
Public Service Division
6545 Mercantile Way, Suite 15
Lansing, Michigan 48911
(517) 241-6680

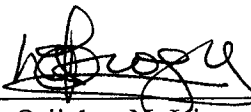
AMERITECH MICHIGAN

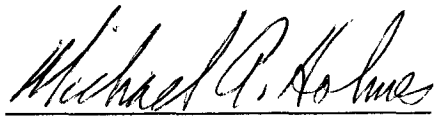
By: Craig A. Anderson (P28968)
444 Michigan Avenue, Room 1750
Detroit, Michigan 48226
(313) 223-8033

and

Dickinson Wright PLLC
Attorneys for Ameritech Michigan

ATTORNEY GENERAL

By: 
Orjiakor N. Isiogu (P42788)
Assistant Attorney General
Special Litigation Division
6520 Mercantile Way, Suite 2
Lansing, Michigan 48909
(517) 373-1123

By: 
John M. Dempsey (P30987)
Michael A. Holmes (P24071)
Jennifer L. Frye (P57123)
215 S. Washington Square, Suite 200
Lansing, Michigan 48933
(517) 371-1730

Dated: December 15, 2000

LANSING 34060-117 272917

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion	)	
to establish service quality standards, including	)	Case No. U-12598
enforcement provisions, for Ameritech Michigan.	)	
_____	)	

SETTLEMENT AGREEMENT

As provided in Section 78 of the Administrative Procedures Act of 1969, as amended, MCL 24.278; MSA 3.560 (178), and the Rules of Practice and Procedure Before the Commission, Rule 333, MAC R 460.17333, the signatory parties hereto ("the Parties") have reached agreement in settlement of various matters including this case and stipulate as follows:

WHEREAS the Commission, acting on its own motion, on August 17, 2000 issued an order initiating Case No. U-12571, a legislative-type inquiry into the quality of telecommunication services of Ameritech Michigan;

WHEREAS Ameritech Michigan provided information regarding the quality of its telecommunication services in compliance with the August 17, 2000 order in Case No. U-12571;

WHEREAS the Commission, acting on its own motion, on September 7, 2000 issued an order initiating Case No. U-12599, and ordered Ameritech Michigan to show, inter alia, that its administration of the provisions for out-of-service bill credits is being done in compliance with the Commission's rules and the Michigan Telecommunications Act, MCL 484.2101 et seq.; MSA 22.1469(101) et seq.;

WHEREAS Ameritech Michigan made filings in Case No. U-12599 as required by the Commission's show cause order of September 7, 2000;

WHEREAS the Commission, acting on its own motion, on September 7, 2000 issued an order initiating Case No. U-12598 to establish enhanced service quality standards, including enforcement provisions, for Ameritech Michigan;

WHEREAS on October 25, 2000, Ameritech filed a Motion for Summary Disposition in Case No. U-12598, contending, inter alia, that the failure to follow rulemaking procedures and, instead, the use of a contested case adjudication to impose modifications of or additions to existing quality of service rules on only Ameritech Michigan, violates the Administrative Procedures Act of 1969, as amended, and the Michigan Constitution, and that therefore the case should be dismissed; and

WHEREAS, the parties to Case No. U-12598 include the following: AT&T Communications, Inc., the Attorney General ("AG"), KMC Telecom, Michigan Bell Telephone Company d/b/a Ameritech Michigan ("Ameritech Michigan"), the Michigan Pay Telephone Association ("MPTA"), and the Michigan Public Service Commission Staff, Brooks Fiber Communications of Michigan, Inc., MCImetro Access Transmission Services, Inc., (Brooks Fiber and MCImetro are collectively referred to as "WorldCom"), and XO Michigan, Inc.

WHEREAS proceedings were held, an evidentiary hearing convened on November 3, 2000, and various parties filed briefs on November 9, 2000 and reply briefs on November 15, 2000 in Case No. U-12598;

THEREFORE, the Parties hereby stipulate and agree as follows:

I.

DEFINITIONS AND GENERAL TERMS AND CONDITIONS

A. Definitions

1. "Effective date" means the date this Settlement Agreement is approved by the Commission.
2. "Quality of Service Rules" means the telecommunication services standards, (being Michigan Administrative Code R 484.1 to R 484.67), the Commission approved in its Order Formally Adopting Administrative Rules issued on May 31, 1996 in Case No. U-11040, a rule making proceeding initiated by the Commission on February 22, 1996.
3. "Small business customer" means an existing entity with less than twenty access lines.
4. "Termination date" means the expiration date of this Agreement, as that expiration date is defined in section I.B.11.
5. "Live answer" means that Ameritech's representative is ready to render assistance or to accept information necessary to process the call. An acknowledgement that the customer is waiting on the line shall not constitute an answer.
6. Unless otherwise defined in this Settlement Agreement, terms used herein have the definitions assigned to them in the Quality of Service Rules or the Michigan Telecommunications Act, as amended, MCL 484.2101 et seq.; MSA 22.1469(101) et seq.

B. General Terms and Conditions

1. The Parties agree that if a provision of this Settlement Agreement conflicts directly with the language of the Quality of Service Rules, the language of this Settlement Agreement shall define and control Ameritech Michigan's obligations.
2. The Parties agree not to appeal, challenge, or contest a Commission order accepting and approving this Settlement Agreement in its entirety and without modification.
3. To the extent necessary, the Parties agree to waive Section 81 of the Administrative Procedures Act of 1969, as amended, MCL 24.281; MSA 3.560(181), if the Commission approves this Settlement Agreement without modification.
4. The Parties agree to the terms and conditions of this Settlement Agreement in order to resolve the above-referenced pending proceedings without the necessity for further litigation in connection therewith, that the Settlement Agreement has no precedential value, and the agreement or lack of objection by any party to the terms of this Settlement Agreement may not be used or referred to except to the extent necessary to obtain Commission approval of the Settlement Agreement.
5. The Parties agree that this Settlement Agreement concludes Case Nos. U-12571, U-12598, and U-12599, and that the Commission's approval of the Settlement Agreement without modification precludes further action on the part of the Parties within Case Nos. U-12571, U-12598, and U-12599 beyond that minimally required to close those Cases. The parties agree that this Settlement Agreement does not affect or preclude the claims or defenses of any party in Marni McIntyre, et al v. Ameritech Corporation, Wayne County Circuit Court No. 00-030546-CZ. Nothing in this Settlement Agreement adjudicates any issue regarding Project Pronto. All parties reserve their right to take whatever position they may have in any other proceeding regarding Project Pronto.
6. The Settlement Agreement does not in any way reduce or limit any substantive rights of any CLEC, including those rights contained in their interconnection agreements. In addition, the Settlement Agreement does not reduce or limit any procedural rights of any CLEC or other provider, including the right to file a complaint or application with the MPSC relating to Ameritech Michigan's quality of service or any other issue. The approval of the Settlement Agreement does not limit the authority of the MPSC to resolve such a complaint or application filed by a CLEC or other provider.
7. Ameritech Michigan agrees to withdraw its Motion for Summary Disposition in MPSC Case No. U-12598.
8. This Settlement Agreement will be implemented approximately 60 days after the Effective date. Ameritech Michigan will work with the MPSC Staff on implementation details. The bill credits to be provided pursuant to this Settlement Agreement will be provided retroactively to the Effective date or such earlier date as the Settlement Agreement may provide.

9. Credits should be applied to customers bills as soon as practical, normally on the subsequent monthly bill.
10. Credits granted under this Settlement Agreement do not need to be requested by the customer in order to be received.
11. The Parties agree that this Settlement Agreement shall expire, and all obligations of Ameritech Michigan defined herein will cease, on September 1, 2001, or on any earlier date on which new or revised quality of service rules to be adopted by the Commission become effective. In the event such new or revised quality of service rules are not effective on or before the expiration date, the expiration date shall be extended until the earlier of December 1, 2001 or the date the new or revised quality of service rules become effective.
12. The Parties acknowledge that the Quality of Service Rules expire on September 1, 2001. The Parties shall join in a request to the Commission to initiate a formal rulemaking proceeding in order to promulgate new rules to replace the Quality of Service Rules effective on the September 1, 2001 expiration date.
13. The Parties shall not advocate in any proceeding that customers are entitled to any relief in addition to the credits provided under this Settlement Agreement for any violation of the service quality standards in this Settlement Agreement.
14. This Settlement Agreement may be signed in counterparts.

II.

OUT-OF-SERVICE REPAIR CREDITS

1. To customers who reported that their basic local exchange service was out of service or those whose service was found to be out of service between January 1, 2000 and the effective date of this Agreement :
 - a. Ameritech Michigan shall continue to provide out-of-service credits mandated by Quality of Service Rule R 484.32; and
 - b. Ameritech Michigan agrees to grant to residential customers a credit of \$14.00 if the duration of the above referenced outage was more than 48 hours; and
 - c. Ameritech Michigan agrees to grant to residential and small business customers a credit pursuant to the following schedule if the duration of the above referenced outage was more than five days:
 - i. \$35.00 on the sixth day of the above referenced outage, and
 - ii. \$10.00 for each day following the sixth day that the residential or small business customer remained out of service.

2. To customers who report that their basic local exchange service is out of service or those whose service is found to be out of service after the effective date of this Agreement but on or before its termination date:
 - a. Ameritech Michigan shall continue to provide out-of-service credits mandated by Quality of Service Rule R 484.32; and
 - b. Ameritech Michigan agrees to grant to residential and small business customers a credit pursuant to the following schedule if the duration of the above referenced outage was more than five days:
 - i. \$35.00 on the sixth day of the above referenced outage, and
 - ii. \$10.00 for each day following the sixth day that the residential or small business customer remained out of service.
3. Ameritech Michigan need not grant the credits described in 1.c. and 2.b. above if:
 - a. the outage is or was caused by the customer;
 - b. the outage is or was attributable to an "Act of God." The term "Act of God" shall include events such as a flood, lightning, tornado, earthquake, fire, blizzard, ice storm or other unusual natural or man-made disasters;
 - c. the outage occurs during a work stoppage or other work action by Ameritech employees, beyond the control of Ameritech, that causes or caused a significant reduction in employee hours worked;
 - d. the outage occurs or occurred during a major failure. A "major failure" is a single event or occurrence that is not the direct result of action taken by Ameritech Michigan and that generates out-of-service reports affecting 100 or more access lines.
 - e. Ameritech Michigan shall notify the Commission in writing within 10 business days of its intent to invoke the occurrence of an event described in subsections (b) through (d) of this section. Ameritech Michigan's notification to the Commission shall include a: i) specific description of the event and general impact; ii) date(s) of the event; iii) location affected (exchanges, wire centers, etc.) and iv) estimated number of customers affected. The Staff shall have 10 business days following such notification to advise Ameritech Michigan in writing if it disputes the validity of the invocation of an event described in subsections (b) through (d) of this section and the reasons for such dispute. If the dispute cannot be resolved within 10 business days of the Staff's advice, Ameritech Michigan shall file an application with the Commission within 10 business days thereafter for resolution of the dispute.
4. Credits granted under this section will be calculated on a per occurrence basis.

III.

MISSED APPOINTMENT CREDITS – INSTALLATION & REPAIR

1. Ameritech Michigan agrees to grant a residential or small business customer a \$25.00 credit per appointment upon notification by the customer that an appointment was missed if:
 - a. during the period beginning on the effective date of this Agreement and ending on the termination date of this Agreement:
 - i. Ameritech Michigan misses a scheduled installation or repair appointment with the residential or small business customer, and
 - ii. Ameritech Michigan fails to contact the customer 24 hours prior to the appointment that the appointment cannot be kept, fails to promptly reschedule the appointment upon request of the customer; and
 - iii. the cause of the missed appointment or failure to contact the customer is not due in whole or in part by the act of the customer or the inability of Ameritech Michigan, to gain access to the premises on a timely basis to perform the required work, or other events beyond the control of Ameritech Michigan; and
 - iv. the customer notifies either the business office or repair center as may be appropriate for the nature of the appointment that an appointment was missed or that Ameritech Michigan failed to contact the customer 24 hours prior to the appointment to advise the appointment could not be kept.
2. For purposes of this section, "appointment" means a commitment by Ameritech Michigan to be at a residential or small business customer's premises on a specific day during a specified period of time, which at a customer's request would be am or pm, pursuant to a premises access agreement with the customer.

IV.

INSTALLATION DELAY CREDITS

1. For the period from January 1, 2000 up to the Effective Date, Ameritech Michigan shall issue a credit to residential customers for company-offered installation due dates beyond 7 calendar days when ordering new primary and additional telephone lines. Customer-requested due dates beyond 7 calendar days do not qualify. The amount of the credit is \$14.00 per due date.
2. Beginning with the Effective Date through the Termination date:
 - a. Ameritech Michigan agrees to waive 50% of the non-recurring installation charge if the installation of a primary access line for a residential or small business customer occurs between 6 and 10 business days after receiving a customer order for such line. This waiver shall not apply if the customer has voluntarily requested an installation date outside the waiver period or if service was requested

in an area of new construction or development where facilities to provide the requested service have not yet been constructed.

- b. Ameritech Michigan agrees to waive 100% of the non-recurring installation charge if the installation of a primary access line for a residential or small business customer occurs 11 business days or greater after receiving a customer order for such line. This waiver shall not apply if the customer has voluntarily requested an installation date outside the waiver period or if service was requested in an area of new construction or development where facilities to provide the requested service have not yet been constructed.
- c. With regard to the credits under this section 2, Ameritech Michigan does not avoid the waiver of charges by asking or requiring a customer to take an installation date outside the waiver period and shall not exert coercion or duress on the customer to agree to an installation date outside the waiver period.

V.

VOLUNTARY ADDITIONAL QUALITY OF SERVICE COMMITMENTS

- 1. Ameritech Michigan will install 90% of residential or small business customer's primary access lines each month within 5 business days after receiving a customer order for such a line. Calculation of the monthly result will not include customer-requested installation dates that are more than five days from the date on which the line was ordered.
- 2. The statewide monthly average live answer time that customers, or potential customers for new service, calling Ameritech Michigan's business office (regarding repairs, out-of-service, installation and billing issues) that wish to speak to a live employee will remain in queue before speaking to a customer service representative or other employee will not exceed three minutes. Ameritech Michigan will report data on a monthly basis as to its performance on the above referenced standard. If Ameritech Michigan fails to meet the above referenced standard in any month, the monthly average live answer time information shall be reported to the Commission for each specific location or office which handles these types of calls, where such data are currently available for each specific location or office.
- 3. After receipt of a complaint from a customer or from the Staff on behalf of a customer Ameritech Michigan will:
 - a. contact the customer within one business day if the complaint involves an out-of-service issue;
 - b. contact the customer within three business days if the complaint involves other than an out-of-service issue, (including, but not limited to, complaints concerning the granting of credits required by this Settlement Agreement and otherwise);
 - c. provide a response to the Staff within ten business days on a monthly average of 90% of complaints received from Staff, with 100% within 20 business days.

4. Ameritech Michigan agrees to submit monthly written reports to the Commission on the results of its compliance with the Quality of Service Rules and the additional quality of service commitments in this Settlement Agreement. If Ameritech Michigan fails to meet any one of the commitments in Article V of this Settlement Agreement for 2 consecutive months, Ameritech Michigan shall take corrective action and submit a written report to the Commission of the corrective action taken.
5. Within 90 days of the Effective Date and every 90-day period thereafter and within 30 days after the Termination Date, Ameritech Michigan will submit a written report to the Commission on the credits granted to customers pursuant to this Settlement Agreement.
6. Customers shall be informed on a one time basis by bill insert or other means of the availability and conditions for all customer credits provided pursuant to this Settlement Agreement beginning 45 days after the Effective Date. After the initial information is given to customers, customers shall be given two reminders during periods selected by Ameritech Michigan in the same manner about the availability and conditions for missed appointment credits provided pursuant to Article III in this Settlement Agreement. The explanation shall be in layman's terms with specific language subject to review by both Staff and the Attorney General at least 20 days prior to its inclusion in telephone bills.

VI.

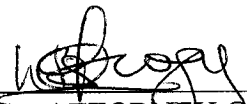
OTHER ACTION

1. If Ameritech announces a customer service related program which is available throughout the Ameritech region except in Michigan, Ameritech Michigan agrees to negotiate in good faith whether such program may be extended to Michigan.

Respectfully submitted,

By: 
MICHIGAN PUBLIC SERVICE
COMMISSION STAFF

Date: December 14, 2000

By: 
ATTORNEY GENERAL

Date: December 14, 2000

By: John M. Dempsey/ms
AMERITECH MICHIGAN

Date: Dec. 14, 2000

By: _____
MICHIGAN PAY TELEPHONE ASSOC.

Date: _____

LANSING 34060-117 272786v2

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion,
to establish service quality standards, including
enforcement provisions, for Ameritech Michigan.

Case No. **U-12598 (efile)**

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

Pamela A. Walters, being first duly sworn, deposes and says that on December 15, 2000, she served a true copy of the Joint Motion of the MPSC Staff, Attorney General and Ameritech Michigan to Approve Settlement Agreement, executed Settlement Agreement and proposed Order Approving Settlement Agreement upon the following parties by depositing the same in a United States postal depository enclosed in an envelope bearing postage fully prepaid, plainly addressed as follows:

Michael A. Holmes
Ameritech Michigan
444 Michigan Avenue, Room 1750
Detroit, MI 48226-2517

Albert Ernst
Dykema Gossett PLLC
800 Michigan National Tower
Lansing, MI 48933

Arthur J. LeVasseur
George Hogg Jr.
Fischer, Franklin & Ford
500 Griswold St., Suite 3500
Detroit, MI 48226

John J. Reidy, III
AT&T Corp.
222 W. Adams, Suite 1500
Chicago, IL 60606

William R. Ralls
Leland R. Rosier
Clark Hill, PLC
2455 Woodlake Circle
Okemos, MI 48864-5941

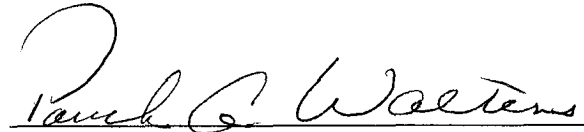
Orjiakor N. Isiogu
Assistant Attorney General
Special Litigation Division
6520 Mercantile Way, Suite 2
Lansing, MI 48911

Kathleen F. O'Reilly
414 "A" Street, SE
Washington, D.C. 20003

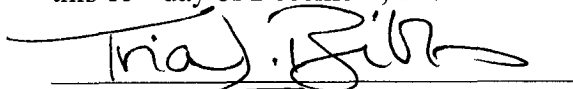
Michael S. Ashton
Fraser Trebilcock Davis & Foster 1000
Michigan National Tower
Lansing, MI 48933

MICHIGAN PUBLIC
SERVICE COMMISSION
FILED
DEC 15 2000

John M. Dempsey
Jennifer L. Frye
Dickinson Wright PLLC
215 S. Washington Square, Suite 200
Lansing, MI 48933


Pamela A. Walters

Subscribed and sworn to before me
this 15th day of December, 2000.


Tina L. Bibbs, Notary Public
Ingham County, Michigan
My Commission Expires: 11/13/03