

May 18, 2006

**Via Hand Delivery &
E-file**

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
Lansing, MI 48911

**Re: In the matter, on the Commission's own motion, to resolve certain
issues regarding hot cuts.
Case No. U-14463**

Dear Ms. Kunkle:

Enclosed for filing in the above-referenced case is an original and 4 copies of the public version of the *Reply Comments of AT&T Michigan* and *Proof of Service*. Also enclosed is the original confidential version.

Please note that the confidential materials enclosed should be filed under separate seal, and that this documentation constitutes trade secrets and commercial or financial information which cannot be disclosed to unauthorized persons without the consent of AT&T Michigan pursuant to Section 210 of the 1991 P.A. 179, as amended by 1995 P.A. 216.

If you have any questions or concerns, please contact me.

Very truly yours,

?
Signature Not Verified

William J. Champion III

Digitally signed by William J. Champion III
DN: cn=William J. Champion III,
o=Dickinson Wright PLLC, c=US
Date: 2006.05.18 15:11:45 -0400
Location: Dickinson Wright PLLC

William J. Champion III

WJC/mds
Enclosure
cc: Hon. James N. Rigas
All Parties of Record

LANSING 34060-219 347014v2

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter, on the Commission's own	)	
motion to resolve certain issues regarding	)	Case No. U-14463
hot cuts.	)	
_____	)	

REPLY COMMENTS OF AT&T MICHIGAN

Pursuant to the schedule established in the Commission's April 25, 2006 Order in this docket ("April 25 Order"), Michigan Bell Telephone Company, d/b/a AT&T Michigan, hereby submits its reply comments. Specifically, AT&T Michigan will reply to comments submitted on May 4, 2006 by Talk America, Inc. and LDMI Telecommunications, Inc. (hereinafter "Talk/LDMI"), Climax Telephone Company ("Climax")¹, and CMC Telecom, Inc. ("CMC"), Grid4 Communications, Inc. ("Grid4"), and Zenk Group, Ltd d/b/a Planet Access ("Planet Access") (hereinafter "CMC/Grid4/Planet Access")².

On May 9, 2006, McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") filed late comments without explanation or a motion for leave to file late comments. These

¹ Climax did not serve AT&T Michigan with its filing on May 4, 2006. On May 5, 2006, after noting the filing's posting on the Commission's website, AT&T Michigan's counsel requested a copy of Climax's filing from its counsel. (Climax's May 8 Proof of Service erroneously showed Mr. Champion as counsel for Talk, and his email address contained a typographical error.) AT&T Michigan finally received the complete filing on May 11, 2006, after a second request to Climax's counsel.

² AT&T Michigan was not timely served by CMC/Grid4/Planet Access. AT&T Michigan notes that the Proof of Service for the CMC/Grid4/Planet Access filing did not include anyone for AT&T Michigan.

comments should be disregarded. Nonetheless, AT&T Michigan will also respond to McLeodUSA's comments.³

I. INTRODUCTION

On February 4, 2005, the FCC issued its order on remand ("TRRO")⁴ adopting new rules governing the network unbundling obligations of ILECs in response to *USTA II*, which overturned portions of the FCC's UNE rules announced in the *Triennial Review Order* ("TRO"). Specifically, the *TRRO* eliminated the requirement to unbundle local switching (and the UNE-P). It required CLECs to transition from unbundled local switching to lawful alternative serving arrangements no later than March 11, 2006.

In an effort to move "the industry through the transition period provided in the *TRRO*,"⁵ on March 29, 2005, the Commission opened this docket to "promote settlement of hot cut process issues" in a manner "that does not contravene Judge Batanni's order"⁶ to avoid any service disruptions and coordinate the significant work involved in meeting the FCC's deadline⁷,

³ McLeodUSA's comments are dated May 4, 2006, but were not posted to the Commission's website until May 9, 2006. AT&T Michigan was not served, and first learned of the filing on May 9, 2006 from an industry newsletter.

⁴ In the Matter of Unbundled Access to Network Elements, WC Docket No. 04-313 and Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, rel'd February 4, 2005. The FCC announced these rules would be forthcoming in its December 15, 2004 press release.

⁵ March 29, 2005 Order, at 12.

⁶ *Id.*, at 14. In *Michigan Bell v Lark et al.*, Case No. 04-60128 (ED MI), Hon Marianne O. Battanni enjoined the Commission from enforcing the Commission's June 28, 2004 order in Case No. U-13891 regarding batch hot cuts.

⁷ As the Commission noted in its Order issued June 7, 2005 ("June 7 Order"), at p. 2,

Issues related to hot cuts are critically important because hundreds of thousands of end-user customers of CLECs in Michigan receive local service via UNE-P. In fact, two CLECs, Talk America, Inc. (Talk) and LDMI Telecommunications, Inc. (LDMI) alone have over 350,000

the Commission required that CLECs "submit to the ILECs the number of lines that need to be moved via hot cut and a plan for those moves, i.e., from and to what configuration and the process desired."⁸ In the event the parties were unable to agree on a hot cut transition plan, the Commission provided for mediation conducted through its Director of the Telecommunications Division.⁹

On April 12, 2005, Talk, LDMI, and MCImetro Access Transmission Services LLC (MCImetro)¹⁰ served AT&T Michigan with their proposed hot cut transition plans. With the assistance of the Commission's mediator, AT&T Michigan and Talk agreed on a comprehensive transition plan. That plan was filed on May 25, 2005 and approved by the Commission in the June 7 Order. In the June 7 Order, the Commission found that the parties' agreement "incorporate[d] recognition of specific volumes, provision of monthly forecasts and weekly updates of anticipated needs, binding commitments for hot cuts at least 10 days before the cuts, cooperative planning with SBC, and, importantly, the provision for penalties."¹¹

The Commission's June 7 Order also approved, over AT&T Michigan's objection, the mediator's recommended settlement of hot cut transition processes and pricing issues between

customer lines that must be hot cut no later than March 10, 2006, the last date on which SBC has indicated it will make UNE-P available under Section 251 of the FTA at regulated rates. Accordingly, the Commission was concerned that all ILECs and CLECs in this state be prepared to undertake the migration process in an orderly and efficient manner. Paramount to the Commission's consideration in this proceeding is the importance of ensuring that end-user customers are migrated off of ILEC's UNE-P offering in a manner that protects the public interest and ensures that service is not unreasonably disrupted.

⁸ March 29 Order, at 14.

⁹ *Id.*, at 15.

¹⁰ MCI did not file comments in response to the April 25 Order.

¹¹ June 7 Order, at p. 9

AT&T Michigan and LDMI. The Commission found that the "mediator's recommendation reasonably recognizes the cost reducing impacts of all the additional requirements imposed on CLECs as recommended by the mediator, conditions that are not imposed and recognized in the current CHC and FDT prices."¹²

Also on April 12, 2005, CMC, Grid4, Planet Access, Superior Spectrum, Quick Connect and Global Connections each submitted "current plans" to AT&T Michigan. On April 18, 2005, AT&T Michigan responded to each of these CLECs that it required more specificity to properly address the proposed hot cut plans. On April 26, 2005, AT&T Michigan submitted its "last best offers" with respect to these CLECs which reiterated the need for more detail. On May 25, 2005, AT&T Michigan jointly filed a submission with CMC, Grid 4, Planet Access, Superior Spectrum, Quick Connect and Global Connections regarding the CLECs' hot cut plans. In their joint filing, the parties advised the Commission that,

[T]he CLECs and SBC Michigan agree that SBC Michigan's current processes for converting the embedded base of the CLECs' UNE-P lines to alternative serving arrangements (*e.g.*, all day cuts, coordinated hot cuts, frame due time cuts, voluntary batch hot cut offering) appear to be sufficient to enable the CLECs to transition their embedded bases of UNE-P customers to alternative serving arrangements by March 11, 2006.¹³

The parties further acknowledged that,

The CLECs understand their obligation to submit appropriate orders to SBC Michigan to complete the transition of their embedded base of UNE-P lines to alternative serving arrangements (or to disconnect such UNE-P lines) by March 11, 2006.¹⁴

¹² *Id.*, at 9.

¹³ Joint Comments, at ¶ 1.

¹⁴ *Id.*, at ¶ 2.

The CLECs advised that while they did "not have specific plans to transition their UNE-P lines to alternative serving arrangements," they agreed to "provide such plans to SBC Michigan as soon as reasonably possible" and to,

cooperate in scheduling the orderly transition of their respective embedded bases of UNE-P lines to alternative serving arrangements, or the disconnection of those lines, in a manner that will avoid undue expense, enable SBC Michigan to efficiently process conversions for the CLECs and other CLECs, and to minimize any disruptions to customers.¹⁵

Neither Climax nor McLeod filed or submitted transition plans in this docket.¹⁶

In its April 13, 2006 Order, the Commission noted that its mediator recommended that the docket remain open until March 11, 2006, in case any other disputes arose. The Commission then provided interested parties with "a final opportunity to comment on the issue before closing this docket."¹⁷

As the comments filed to date, and these reply comments, make abundantly clear, those CLECs who actively participated in this docket and worked cooperatively with AT&T Michigan to insure an orderly transition from UNE-P to lawful alternative serving arrangements were able to successfully transition their customers from UNE-P arrangements to UNE loops using hot cuts. AT&T Michigan agrees with Talk and LDMI that this docket has served its purpose and should now be closed.

The comments filed by CMC, Grid4 and Planet Access, three CLECs who recognized that AT&T Michigan's hot cut offerings, including its voluntary, FCC-approved batch hot cut offering, were sufficient to enable them to transition their customers, raise a number of red

¹⁵ *Id.*, at ¶¶ 2, 3.

¹⁶ Of course, a UNE-P transition plan was not expected from Climax as it is a facilities-based provider with its own switching and did not utilize UNE-P.

¹⁷ April 13 Order, at 2.

herrings in an attempt to excuse their failure to completely transition customers during the more than 14 months they have known that a transition was required. Climax and McLeod raise issues that have nothing to do with the hot cut processes intended to facilitate the orderly transition from UNE-P to lawful alternative serving arrangements mandated by the *TRRO*.

The time to transition off of UNE-P has long since passed. Any CLEC that truly wanted to work with AT&T Michigan to fulfill its legal obligation to move from UNE-P to UNE-L has done so. This docket should be closed and any unresolved issues among the parties should be resolved through the normal business-to-business processes contemplated by the parties' interconnection agreements.

II. RESPONSE TO TALK AND LDMI

AT&T Michigan echoes Talk and LDMI's appreciation of the Commission Staff's facilitation and mediation throughout this docket that resulted in interconnection agreement amendments to ensure a smooth transition off of UNE-P by March 11, 2006. Talk and LDMI's transition was unprecedented in AT&T's ILEC region based on the number of hot cuts that were required to be performed. **BEGIN CONFIDENTIAL*****

*****END CONFIDENTIAL** The transition was handled on a business-to-business basis that involved regular communication of status and issues, along with regular forecasts and commitments that provided for the right resources being in the right place at the right time.

In sum, AT&T Michigan agrees with Talk and LDMI – this docket should be closed.

III. RESPONSE TO CMC/GRID4/PLANET ACCESS

With far fewer lines requiring transition to lawful alternative serving arrangements, CMC, Grid 4 and Planet Access attempt to blame AT&T Michigan for their failure to timely transition all of their customers off of UNE-P. They should look in the mirror. These CLECs embarked on a calculated strategy to string out their use of UNE-P. Rather than plan for an orderly transition during the unprecedented and extensive transition period, as Talk, LDMI and other CLECs did, these CLECs waited until the last minute, made only half-hearted attempts to comply with the *TRRO* and the Commission's requirements and then sought a regulatory poultice for their self-inflicted wounds.

CMC, Grid 4 and Planet Access never submitted the type of detailed plans necessary to complete an orderly transition of their embedded bases of UNE-P customers to lawful alternative serving arrangements as required by the March 29, 2005 Order. On April 26, 2005, in its "last best offer" submitted in this proceeding, AT&T Michigan reiterated that these CLECs needed to provide information regarding their plans and proposals for transition.

CMC, Grid4 and Planet Access represented to AT&T Michigan and the Commission that they had no need for any special hot cut processes. Instead, they agreed that AT&T Michigan's "current processes for converting the embedded base of the CLECs' UNE-P lines to alternative serving arrangements (e.g., all day cuts, coordinated hot cuts, frame due time cuts, voluntary batch hot cut offering) appear to be sufficient to enable the CLECs to transition their embedded bases of UNE-P customers to alternative serving arrangements by March 11, 2006." They explicitly recognized "*their* obligation to submit appropriate orders to [AT&T] Michigan to complete the transition of their embedded base of UNE-P lines to alternative serving

arrangements (or to disconnect such UNE-P lines) by March 11, 2006.”¹⁸ Despite their promise to provide specific transition plans to AT&T Michigan “as soon as reasonably possible”, they failed to do so until late in the game.

A. CMC

After prompting from its account manager, CMC finally submitted a transition plan with specifics for its planned UNE-P to UNE-L conversions on October 21, 2005.¹⁹ **BEGIN
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CMC claims it encountered a number of issues in attempting to transition from UNE-P to UNE-L that prevented CMC from being successful. AT&T Michigan has no record that these supposedly “significant” issues were ever escalated to CMC’s account manager or CMC’s service manager. Indeed, the first AT&T Michigan heard of these alleged issues was in CMC’s

¹⁸ May 25, 2005 Joint Comments (emphasis added).

¹⁹ CMC was also reminded that this information was necessary to be in compliance with the Commission’s September 20, 2005 Order in Case No. U-14447, which required all CLECs to provide transition plans to AT&T Michigan no later than October 20, 2005, and for AT&T Michigan to report on the status of those transition plans on November 21, 2005 (which AT&T Michigan did).

²⁰ **BEGIN CONFIDENTIAL*****

*****END CONFIDENTIAL**

comments, filed long after CMC was legally obligated to have completed its transition from UNE-P.²¹ Even at this late date, CMC has not provided any detail concerning its vague and unsubstantiated claims that would even allow AT&T Michigan to investigate its claims.²² CMC's performance measures results for installation troubles for unbundled basic loops (*i.e.*, PM #59 – Percent Trouble Reports within 30 days (I-30) of Installation), indicate that **BEGIN CONFIDENTIAL*****

*****END CONFIDENTIAL**

It is passing strange that allegedly “significant” and repetitive problems were first brought to AT&T Michigan's – and the Commission's – attention long after CMC should have completed its transition from UNE-P to legal alternative serving arrangements. Having failed to even propose, let alone execute, a meaningful transition plan, CMC's belated attempt to bypass normal escalation procedures and thumb its nose at both the FCC's and the Commission's procedures for transition should be rejected.

In any event, on May 15, 2006, CMC signed a Local Wholesale Complete™ agreement with AT&T Michigan, which will be filed at the FCC shortly.²³ This commercial arrangement will now address the remainder of basic analog UNE-P that CMC had not transitioned by March 11, 2006.

²¹ Further, AT&T Michigan finds it interesting that it will take CMC “several months” (if all goes smoothly) to accomplish less than what had been planned for in two months in their transition plan.

²² In order to fully investigate these issues, AT&T Michigan would require, at a minimum, trouble ticket or order numbers so that the documentation and history of the purported issues could be examined. This information has not been provided either in the comments or separately to AT&T's account or service management organizations.

²³ AT&T Michigan notes that Local Wholesale Complete™ agreements have been available to CLECs for over a year.

B. Grid4

Like CMC, Grid4 did not submit a transition plan as required by the Commission's March 29, 2005 Order. Indeed, it did not submit a transition plan until February 14, 2006, and that "plan" lacked detail. **BEGIN CONFIDENTIAL*****

*****END CONFIDENTIAL**

Grid4 also claims that it has encountered similar problems to those alleged by CMC. As with CMC, Grid4 has not escalated these alleged issues to its account manager or its service manager, nor has it provided any of the required detail that would allow AT&T Michigan to investigate such claims. Grid4's performance measures results for installation troubles for unbundled basic loops (*i.e.*, PM #59 – Percent Trouble Reports within 30 days (I-30) of Installation) demonstrate that **BEGIN CONFIDENTIAL*****

*****END CONFIDENTIAL**

Grid4 also complains that it was hampered in its efforts to obtain collocation and that AT&T Michigan held delivery of collocations pending resolution of a billing dispute the parties had regarding five collocation sites applied for in August 2005. While AT&T Michigan acknowledges there is a billing dispute over the five collocation sites, AT&T Michigan did not hold delivery of collocation to Grid4. **BEGIN CONFIDENTIAL*****

*****END CONFIDENTIAL**

If Grid4 felt that this billing dispute hampered its ability to obtain collocation, Grid4 could have informally and formally disputed the issue under the terms of its interconnection agreement. It has not done so. **BEGIN CONFIDENTIAL*****

*****END CONFIDENTIAL**

On May 15, 2006, Grid4 signed a Local Wholesale Complete™ agreement with AT&T Michigan, which will be filed at the FCC shortly. This commercial arrangement will now address the remainder of basic analog UNE-P that CMC had not transitioned by March 11, 2006.

C. Planet Access

Planet Access submitted its transition plan on October 20, 2005, per the Commission's requirement in Case No. U-14447. **BEGIN CONFIDENTIAL*****

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Planet Access' claims do not concern hot cuts, rather they apparently concern billing issues during the months since it began its conversion to resale. However, Planet Access has never escalated claims concerning allegedly corrupt billing tapes nor the over billing issues to

AT&T Michigan.²⁴ The comments were the first AT&T Michigan has heard of these purportedly chronic issues.

Nevertheless, AT&T Michigan believes Planet Access's billing issue stems from its failure to understand or recall the process announced for implementing § 2.1.4 of the TRO/TRRO Amendment. This provision requires AT&T Michigan to maintain the UNE-P transitional price until March 11, 2006, regardless of when the line was actually transitioned to resale. Per the notice letter sent on December 21, 2005 to Planet Access, and other CLECs, AT&T Michigan advised that it planned to implement this section of the amendment by issuing a credit to CLECs after the transition off of UNE-P. The letter detailed the steps for CLECs to follow when placing conversion orders to ensure proper tracking and proper calculation of the credit. **BEGIN CONFIDENTIAL*****

*****END**

CONFIDENTIAL To the extent Planet Access's vague billing claim is based upon transitional pricing, the issue has now been resolved.

In sum, the CMC/Grid4/Planet Access comments are unsupported. The only actions that have prevented these CLECs from a timely transition is their own actions (or inactions) and not due to any actions by AT&T Michigan.

IV. RESPONSE TO CLIMAX

Climax does not raise any issues regarding hot cuts to transition UNE-P to UNE-L. As Climax admits, it did not use UNE-P to serve its end user customers. Rather, Climax asks the Commission to keep this docket open to examine reciprocal compensation arrangements between

²⁴ Planet Access did report one corrupt AEBS tape and requested a replacement, and also requested that future data be provided on a CD-ROM. AT&T Michigan complied with the requests.

Climax and CLECs who use AT&T Michigan's Local Wholesale Complete™ commercial offering.²⁵

This proceeding was intended to facilitate the mandated transition of UNE-P to lawful alternative serving arrangements consistent with the FCC's March 11, 2006 deadline. Climax never used UNE-P, and thus had nothing to transition. This proceeding was never intended to address the compensation arrangements between Climax and CLECs using Local Wholesale Complete™. Any intercarrier compensation arrangements addressing traffic subject to § 251(b)(5) is properly the subject of interconnection agreements and have nothing to do with hot cut transition plans that were at issue in this docket. In addition, Climax doesn't have its facts straight.

Climax appears to claim that CLECs transitioning off of UNE-P have only two choices – wholesale resale or UNE-L – and that AT&T Michigan (or possibly Climax) should be dictating the choice made by the CLEC. In reality, CLECs have many choices to replace UNE-P. A CLEC may use its own switch or a third-party's switch in conjunction with an AT&T Michigan UNE-L or its own or another party's loop facilities. A CLEC may also enter into a commercial agreement with AT&T Michigan for Local Wholesale Complete™. A CLEC may choose to use AT&T Michigan's wholesale resale offering (available today by tariff or interconnection agreement). Finally, a CLEC may purchase another carrier's service for resale as well. Or a CLEC may use some combination of each of the above to meet its specific business needs. It is the CLEC that chooses which option to use for a particular line.

²⁵ Climax references “batch hot cuts” in its comments. Of course, batch hot cuts are not the subject of this instant proceeding. As noted above, the Commission was enjoined from implementing its batch hot cut plans.

While Climax's claims are somewhat convoluted, Climax appears to be complaining that AT&T Michigan is sending Climax usage records relating to local traffic that originates from a CLEC's Local Wholesale Complete™ customer and terminates on Climax's switch (which Climax can use to bill terminating reciprocal compensation). Climax then claims that the usage records cannot be from Local Wholesale Complete™ customers because it believes there is only one Local Wholesale Complete™ customer in Michigan. Climax is mistaken.

AT&T has entered into over 100 Local Wholesale Complete™ agreements as of March 31, 2006.²⁶ As was the case with UNE-P, the agreements specifically require the CLEC using Local Wholesale Complete™ to provide local services to be "solely responsible for establishing traffic compensation arrangements with third parties, including other telecommunications carriers (e.g., ILECs, interexchange carriers, CMRS, CLECs) for traffic originated from, or terminated to, CARRIER's LWCALs". (§13.2) Local traffic associated with Local Wholesale Complete™ agreements is considered that CLEC's facility-based traffic, just as it was with UNE-P. Thus, even if terminating compensation issues were even remotely related to this docket, AT&T Michigan properly forwarded call records to Climax to enable Climax to bill the appropriate CLECs.²⁷

If Climax has an issue with reciprocal compensation this is not the venue to raise that issue. Climax should first raise this issue with the appropriate CLEC and, if Climax still believes it has an issue with AT&T Michigan, Climax needs to follow the dispute resolutions processes in its interconnection agreement with AT&T Michigan or with the relevant CLEC that is sending it

²⁶ Each of these agreements have been properly filed with the FCC under § 211 of the federal Communications Act, § 47 CFR 211, and are available for review at the FCC.

²⁷ Additionally, AT&T Michigan notes that there was no "flash cut" from UNE-P to wholesale resale or UNE-L on March 11, 2006, as Climax implies should have happened. Transitioning to either of these two choices would happen over time as orders were processed in an orderly manner.

local traffic for termination. Climax's request to keep this docket open to address issues that are well beyond the scope of this proceeding, and do not even remotely concern hot cuts, should be rejected.

V. MCLEODUSA

McLeodUSA's late-filed comments, like those of Climax, are baseless and beyond the scope of this proceeding. During the more than one year this docket has been open, McLeodUSA never submitted a hot cut transition plan to AT&T Michigan for the transition of its UNE-P.²⁸ It failed to do so by April 12, 2005, as required by the Commission's March 29, 2005 Order. **BEGIN CONFIDENTIAL*****

*****END CONFIDENTIAL**

First, the rates, terms, and conditions in both the Talk and LDMI agreements approved by the Commission in this docket were fully available to McLeodUSA to take advantage of in 2005 to facilitate the transition of its UNE-P to UNE-L. McLeodUSA did not do so. The “all day cut” process and rates contained in those agreements are no longer available, as the timeframe and purpose they were designed for has now ended.

Second, the rates for the normal hot cut processes – frame due time (“FDT”) and coordinated hot cut (“CHC”) – are rates that were approved by the Commission in Case No. U-13531. In that docket, the MPSC approved non-recurring charges (“NRCs”) for the ordering and installation of unbundled loops. Those are the rates that would apply.

²⁸ **BEGIN CONFIDENTIAL*****

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Third, the FDT and CHC processes were a result of a collaborative effort under AT&T Michigan's 271 docket, specifically the track known as "A-AA". As part of the 271 review process, both this Commission and the FCC found AT&T Michigan's hot cut processes to be sufficient. Thus, there is no issue left for the Commission to decide – these issues were determined by the Commission in previous dockets.

McLeodUSA also complains that it has not been able to reach agreement with AT&T Michigan on a commercial agreement. This proceeding is not the forum for commercial negotiations.

McLeodUSA also contends that it has not been able to reach agreement with AT&T Michigan on a "hot cut process" under which AT&T's Local Wholesale Complete™ customers can transition their lines off AT&T Michigan's switches onto McLeodUSA's switches. McLeodUSA claims that the approved hot cut processes and prices make it difficult for AT&T's customers to transition from Wholesale Complete Customer™ to McLeodUSA's switch.

Apparently, McLeodUSA fancies itself as standing in *loco parentis* to AT&T's Local Wholesale Complete™ customers. Suffice it to say, however, that not one of AT&T's over 100 Local Wholesale Complete™ customers submitted comments alleging that the currently available and approved hot cut processes and prices are somehow insufficient, burdensome, or otherwise have inhibited them from switching to McLeodUSA.

It is apparent that McLeodUSA's real agenda is to use this proceeding to promote its wholesale switching business. Having failed to comply with the Commission's requirements to submit a transition plan or to transition off of UNE-P, McLeodUSA now asks this Commission to determine rates, terms and conditions for hot cuts to enable it to bolster its wholesale

switching business.²⁹ While McLeodUSA is certainly free to market its competitive wholesale switching business, its comments are far beyond the scope of this proceeding.

If McLeodUSA desires to follow some particular process when it serves as a wholesale switch provider to another CLEC, it should raise the issue through the established Change Management Process. CLEC User Forums and Change Management meetings are held regularly for CLECs to raise such issues with AT&T, so that requested work may be discussed and prioritized by all parties. This docket is hardly the place to circumvent those established processes and mandate changes to systems and processes that are used by multiple parties in multiple states across the region.

VI. CONCLUSION

The purpose of this docket was to address issues associated with “the procedures in which groups of customers are moved from having access to the unbundled network element-platform (UNE-P) provided by incumbent local exchange carriers (ILECs) to service on local exchange switches operated by a competitive local exchange carrier (CLEC).”³⁰ The Commission opened this docket to address the unique and potentially disruptive impact of transitioning large numbers of customers from the unlawful UNE-P to other lawful serving arrangements by the March 11, 2006 deadline established by the FCC. That deadline has now passed and, with the cooperation of AT&T Michigan and the assistance of the Commission and its Staff, any CLECs that wanted to comply with the law and were willing to plan have successfully made the required transition.

²⁹ McLeodUSA uses the terms “hot cuts” and “batch hot cuts” throughout their comments. AT&T Michigan will assume that McLeodUSA is referring to “hot cuts,” and not “batch hot cuts” since the Commission was enjoined from addressing batch hot cuts by the *Battani Decision*.

³⁰ April 13, 2006 Order, at 1.

The proof is in the pudding. The Commission's 2005 Annual Report showed over 1,000,000 UNE-P lines in service. As of March 31, 2006, only about 15,000 UNE-P lines (approximately 1.5%) for 17 CLECs remained to be transitioned to lawful serving arrangements.

Belated complaints by CLECs that failed to meaningfully participate in the process established by the Commission in this docket should fall on deaf ears. The time for whining is past. With almost 99% of UNE-P lines having been successfully transitioned, this docket has fulfilled its purpose. This docket should be closed.

Respectfully submitted,

Craig Anderson (P28968)
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Dated: May 18, 2006

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own)
motion, to resolve certain issues regarding)
hot cuts.)
_____)

Case No. U-14463

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

Mindy D. Smith, being first duly sworn, deposes and says she is employed at Dickinson Wright PLLC; and that on May 18, 2006, she caused a copy of ***AT&T Michigan's Reply Comments (public version)*** to be served upon the attached service list via email.

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Mindy D. Smith

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Subscribed and sworn to before me,
a Notary Public in and for said County,
this 18^h day of May, 2006.

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U-14463 Service List

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