

EXHIBIT 5

- Percentage of hot cuts completed on-time, currently 3.2.3 in Schedule 26.0 of the Agreement, should be expanded and disaggregated to include performance for large submissions of Basic (or Individual) Hot Cuts, Bulk or Project Hot Cuts, and Batch Hot cuts. The performance standard should be comparable to that experienced by consumers under UNE-P, 99% on time. The intervals should be commensurate with UNE-P and Verizon's winback efforts; while the interval may reasonably be "stratified" or disaggregated to account for differences between large fully-staffed central office and remote, unstaffed manual offices, the batch interval should not exceed the current interval for Basic Hot Cuts.
- Non-discriminatory average interval offered. Average interval offered and completed for all disaggregation of hot cuts should be at parity with Vz Retail offered and completed interval for addition of new lines with no dispatch.
- Percentage of hot cuts completed without a service disruption. Hot cut processes should be structured so that all customer outages during a hot cut are captured in the I code metric. I code reporting should be disaggregated for hot cuts. A very high Percentage of hot cuts must be completed without a service disruption, given the direct customer impact of a service disruption, consumer expectations from UNE-P, and Verizon's description of the ease of training craft. The performance standard for disaggregated hot cuts (including Individual, Bulk and Batch Hot Cut) should be <1%. This should span Basic, Bulk/Projects, and Batch cuts.
- Average duration of service interruption. The duration of a customer's outage should be very short given the controlled central office environment. The

performance standard should be 95% I codes TTR < 15 minutes to provide a high availability rate.

- Percentage completed without timely notification. Under the Basic and Large Job hot cut processes, AT&T is responsible for activation of the ported number at NPAC following cutover of the loop. AT&T will not use the Batch process if it includes Verizon responsibility for this step. As a result, any process that AT&T uses will require Verizon to promptly notify AT&T following the loop cutover that the cutover is complete so that AT&T can activate the number at NPAC. Given the customer impact of AT&T not being able to complete the number portability transaction until it is notified by Verizon that the hot cut is complete, the performance standard for the notification should be commensurately high: 99.5% of the notifications issued timely (within 15 minutes) after the completion (regardless of whether the hot cut was completed timely or not).
- Separating linked Hot Cut Metrics. Remedies associated with Hot Cut metrics (Basic, Bulk/Projects, and Batch Cuts) should be calculated separately from the automatic bill credit remedies associated with other metrics.
- Minimum \$50 Million Remedy. Verizon should potentially be subject to at least \$50 million in remedies under the Amended Agreement solely as the result of poor hot cut (Basic, Bulk/Projects, and Batch cuts) performance. These funds should not be capped on a per month basis, meaning that Verizon could be liable for the full dollar amount in any given month of the year if its performance warranted it, but, in any event, would not be liable to AT&T for more than the full

dollar amount in any one year period. Verizon should be subject to additional penalties for missing performance standards in consecutive months.