

SPRINT COMMUNICATIONS COMPANY, LIMITED PARTNERSHIP

SPRINT METROPOLITAN NETWORKS, INC

REBUTTAL TESTIMONY OF MILDRED A. GRAHAM

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 971314-TP

FEBRUARY 6, 1998

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Q: PLEASE STATE YOUR NAME AND ADDRESS.

A: My name is Mildred A. Graham. My business address is 555 Lake Border Drive, Apopka, Florida 32703.

Q: BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A: I am employed by Sprint as General Communications Manager.

Q: ARE YOU THE SAME MILDRED A. GRAHAM THAT FILED DIRECT TESTIMONY IN DOCKET 971314-TP?

A. Yes, I am.

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A: The purpose of my testimony is to offer rebuttal to the

DOCKET NO. 971314-TP  
01939 FLB-68  
FEB 10 1998

1 direct testimony of BellSouth witnesses W. Keith Milner and  
2 Jerry W. Moore.

3  
4 Q: WHAT SPECIFIC ISSUES WILL YOU ADDRESS?

5  
6 A: I will address Issues No. 1, 2, 4 and 5.

7  
8 Q: WITNESS MILNER STATES IN HIS TESTIMONY THAT THE VAST  
9 MAJORITY OF ISSUES RAISED BY SPRINT WERE ENCOUNTERED EARLY  
10 IN 1997 AND HAVE LONG SINCE BEEN RESOLVED BY BELL SOUTH. IS  
11 THIS YOUR UNDERSTANDING?

12  
13 A: No, it is not. BellSouth continues to fail to notify Sprint  
14 of provisioning problems in a timely manner. In fact, I  
15 arranged a conference call in September 1997 with Linda  
16 McGrue, BellSouth's Account Team manager, and several  
17 BellSouth operations managers to discuss the ongoing  
18 problems with facility notifications. During this conference  
19 call, Sprint explained how late notice of facility problems  
20 caused Sprint to miss customer desired due dates. As  
21 referenced in Exhibit MAG-2, BellSouth, during this  
22 conference call, committed to notify Sprint of facility  
23 problems or unavailability at least 24 hours prior to the  
24 customer conversion date. BellSouth, however, has not lived  
25 up to this commitment. BellSouth failed to notify Sprint of

1 facility problems associated with the very next conversion  
2 requested by a Sprint customer. The customer's service was  
3 converted two days later.  
4

5 In December 1997, BellSouth continued to send Sprint  
6 untimely Firm Order Confirmations (FOCs). Specifically, four  
7 of 11 FOCs were received after the 48-hour commitment in  
8 December 1997. And, as evidenced in Rebuttal Exhibit MAG-8,  
9 BellSouth failed to provide timely FOCs as recently as  
10 January 1998, when only two of 10 FOCs were returned within  
11 48 hours. This 20 percent rate of timely FOC returns in  
12 January was among BellSouth's worst performance results,  
13 second only to the 5 percent return rate in April 1997.  
14 The continual and recent problems with facility and FOC  
15 problems offer evidence that the issues raised by Sprint  
16 have not been resolved by BellSouth.  
17

18 **Q: WITNESS MILNER ALSO STATES THAT SPRINT HAS PROVIDED VERY FEW**  
19 **EXAMPLES OF ORDERS WITH SERVICE PROBLEMS. WERE THERE**  
20 **MULTIPLE SERVICE PROBLEMS IDENTIFIED BY SPRINT?**  
21

22 **A: Yes, there were. Exhibit MAG-2 features one to three**  
23 **examples of facility problems in each month from April**  
24 **through September. These customer issues were the result of**  
25 **late notice of facility problems. And, while the pure**

1 numbers may be low, the significance of even one late notice  
2 of facility problems can be significant. These numbers and  
3 the impact of the resulting problems, of course, would be  
4 magnified had Sprint continued with the high order volumes  
5 generated in early 1997.

6  
7 As referenced in Exhibit "A" to Sprint's responses to  
8 BellSouth's first set of interrogatories, Sprint has  
9 identified 139 examples of service orders with FOC problems  
10 that resulted from BellSouth actions from April 1997 to  
11 December 1997 and several major service interruptions that  
12 included outages to dozens of Sprint customers. These  
13 figures do not include the more than 100 trouble tickets  
14 Sprint issued to BellSouth from April 1997 to December 1997.

15  
16  
17 Q: TESTIMONY BY WITNESS MILLNER STATES ON PAGE 4, LINES 12-13,  
18 THAT, "IN AT LEAST SOME OF THE CASES CITED, SPRINT'S ACTIONS  
19 CONTRIBUTED TO ANY PROBLEMS THE CUSTOMERS EXPERIENCED." HOW  
20 DO YOU RESPOND TO THIS CLAIM?

21  
22 A: Sprint's complaint focuses on BellSouth's failures. Sprint's  
23 contributions, whatever they may or may not be, do not  
24 alleviate or exacerbate the issues caused by BellSouth's  
25 actions or inactions. I will respond to some of the specific

1 issues raised by this witness later in my rebuttal  
2 testimony.

3  
4 Q: WITNESS MILNER FURTHER STATES ON PAGE 5, LINES 16-19, THAT  
5 "ON MANY OCCASIONS, ALTHOUGH THE ORDERS WERE PLACED IN  
6 'FACILITY JEOPARDY', BELLSOUTH USED ITS BEST EFFORTS TO  
7 RESOLVE THE PROBLEM THAT CAUSED THE DUE DATE JEOPARDY IN  
8 TIME TO MAKE THE ORIGINAL REQUESTED DUE DATES. WHAT IS  
9 SPRINT'S RESPONSE TO THIS ASSERTION?

10  
11 A: BellSouth may have resolved some facility issues quickly  
12 enough to meet some original due dates. However, as shown  
13 in Exhibit MAG-2 featuring late notifications of facility  
14 issues, nearly every instance led to BellSouth's missing the  
15 requested due date, thus causing Sprint to miss its  
16 commitment to its customer.

17  
18 Also as referenced in Rebuttal Exhibit MAG-9, BellSouth  
19 continues to fail to identify facility problems in a timely  
20 fashion as recently as January of 1998. Specifically, two  
21 customer desired due dates were missed in January because of  
22 facility problems at BellSouth. One order was originally due  
23 on January 15, but was completed on January 20; the other  
24 was due on January 20, but was not completed until January  
25 23.

1  
2 Q: IN WITNESS MILNER'S TESTIMONY, HE DENIES THAT BELLSOUTH  
3 FAILED TO IDENTIFY SITES WHERE FACILITY UPGRADES HAD TO BE  
4 COMPLETED PRIOR TO INSTALLATION OF SERVICES REQUESTED BY  
5 SPRINT. DO YOU HAVE INFORMATION TO THE CONTRARY?  
6

7 A: Yes, I do. I will address service issues raised by witness  
8 Milner in his analysis of the following Sprint Purchase  
9 Order Numbers (PONs): N001895; N004310; N008867 and N008866.  
10 In addition, I will respond to witness Milner's assertion  
11 that Sprint contributed to the customer service problems  
12 encountered.  
13

14 PON N001895 Witness Milner's testimony regarding this  
15 service order request repeatedly points out BellSouth's  
16 failures with regard to timely notification of facility  
17 problems. This request for ISDN service was sent to  
18 BellSouth on April 4, 1997 with a due date of April 11,  
19 1997. Witness Milner, on page 6, lines 8 through 10, admits  
20 that BellSouth faxed the POC six days later on April 10,  
21 1997 instead of the agreed upon 48-hour time frame for POC  
22 returns. The reason for the late POC, according to witness  
23 Milner's testimony on page 6, lines 10 and 11, was because  
24 of facility problems and workload. The final POC was not  
25 sent to Sprint until April 23, 1997, when BellSouth also

1 notified Sprint that a field repeater had to be added to the  
2 circuits. In addition, defective pairs in the field further  
3 delayed the customer conversion. This customer's service was  
4 installed on May 12, 1997, a month later than the original  
5 due date. Sprint, in no way, contributed to the provisioning  
6 problems that caused this customer's service installation to  
7 be delayed. Witness Warner also will address this service  
8 order.

9  
10 POW 0004310 -Witness Milner points out that this customer's  
11 service was ordered on April 14, 1997 with a due date of  
12 April 29, 1997. He indicates that BellSouth's Special  
13 Services Installation & Maintenance Group completed its work  
14 on this request on May 30, 1997, but does not mention what  
15 type of work was being conducted nor why. This special group  
16 was responding to BellSouth's failure to increase capacity  
17 at BellSouth's Subscriber Line Carrier unit. BellSouth had  
18 been notified repeatedly of concerns regarding capacity as  
19 early as September 1996, but did not react until April 1997  
20 when facilities were depleted. Witness Milner details  
21 examples of Sprint actions that he claims led to delays.  
22 While Sprint has never claimed to be error-free, any such  
23 problems within Sprint occurred more than a month after  
24 BellSouth had already delayed the cutover. Accordingly,  
25 BellSouth delays caused Sprint to miss its original customer

1 desired due date. Contrary to Mr. Milner's testimony on page  
2 7, lines 12 through 14, the delays were not due entirely to  
3 Sprint problems or errors. BellSouth had already missed the  
4 original due date when its Special Services Installation &  
5 Maintenance Group completed its facility work on May 30,  
6 1997. Witness Warner will offer more detail on this service  
7 order in his testimony.

8  
9 PON N008867 - Witness Milner states that while the order was  
10 requested on August 6, 1997, and due August 11, 1997,  
11 BellSouth called Sprint's central office to pre-test on  
12 August 8, 1997. Pre-tests are not standard requirements.  
13 Testing is to be conducted on the day the order is due.  
14 Since the order was due August 11, our central office was  
15 ready to test on that day. Sprints records reflect that a  
16 technician, identified as Steve at BellSouth, indicated at 6  
17 p.m. on August 11, that five of the seven circuits were  
18 ready but he was still working on two. Sprint's records also  
19 show that on August 12, 1997, Bob, at BellSouth, called to  
20 complete the testing with Sprint and he asked Sprint to  
21 revise the due date on this order to August 12 to avoid a  
22 jeopardy, which equates to a missed due date. SPPINT agreed  
23 to the due date change to facilitate the testing and  
24 completion of the order. The missed due date, therefore, was  
25 the result of BellSouth's inability to complete the work on



1           schedule and as requested.

2  
3           PON N008866 -. The order was placed on August 1, 1997 with a  
4           due date of August 12, 1997. BellSouth did not notify Sprint  
5           of facility problems until August 8, 1997 and the new,  
6           expected due date given to Sprint was September 4, 1997. I  
7           escalated the issue to BellSouth management and negotiated a  
8           revised due date of August 14, 1997 instead of September 4,  
9           1997. However, on August 12, 1997, BellSouth notified Sprint  
10          that a utility permit was required for the construction and  
11          facility work, which would require another 48 hours.  
12          BellSouth then changed the due date to August 18, 1997.  
13          Although BellSouth completed the work on August 15, three  
14          days earlier than the last revised due date, the customer's  
15          service still was installed three days after it was  
16          originally requested, which was August 12. Once again,  
17          Sprint played no role in causing these delays or the missed  
18          due dates.

19  
20        **Q:   ON PAGE 14, LINES 15 THROUGH 19, WITNESS MILNER STAFF; THAT**  
21        **BELLSOUTH IS AWARE OF ONLY ONE INSTANCE IN WHICH A**  
22        **CUSTOMER'S SERVICE WAS DISCONNECTED PRIOR TO  MIGRATION TO**  
23        **SPRINT SERVICES. IS THIS YOUR UNDERSTANDING?**

24  
25        **A:   No, it is not. There have been numerous incidents of**

1 BellSouth prematurely disconnecting a customer's service and  
2 BellSouth is aware of those incidents. One customer was  
3 scheduled to be converted on May 9, 1997, but on that day  
4 BellSouth notified Sprint of the need to reschedule the due  
5 date. However, BellSouth did not revise the due date on its  
6 orders and the customer's service was disconnected later  
7 that day. BellSouth claimed the service was restored that  
8 night. But the customer called Sprint the next day stating  
9 that some lines were still out of service and others were  
10 not functioning properly. The lines had been restored to the  
11 wrong office equipment and one line had a broken jumper on  
12 the frame. BellSouth finally restored service to its  
13 original configuration two days later. Several phone  
14 conversations regarding this premature disconnect took place  
15 between Sprint and BellSouth, including conversations  
16 regarding the trouble ticket that was issued on May 10,  
17 1997.

18  
19 On May 23, 1997, BellSouth prematurely disconnected three  
20 lines of one particular customer and the customer was  
21 without service for more than eight hours. When service was  
22 restored, the trunk lines were not properly installed and  
23 the customer's service did not function properly for three  
24 days.

1 BellSouth also prematurely disconnected a customer's lines  
2 on May 29, 1997, after delaying the cutover because of  
3 provisioning problems within BellSouth. The customer's lines  
4 were restored June 3, 1997. However, BellSouth disconnected  
5 the customers' lines again the very next day.

6  
7 Once again, BellSouth was aware of and concurred with due  
8 date changes many of which were required because of  
9 BellSouth problems. The premature disconnects occurred  
10 because BellSouth did not change the due dates for the  
11 service order disconnect process.

12  
13 In addition to those examples of inappropriate service  
14 disconnects mentioned in my direct testimony, there were  
15 other examples, including a customer scheduled to be cut  
16 over at 4 p.m. on June 27, 1997. The customer was taken out  
17 of service in error at 8 a.m. on June 27.

18  
19 **Q: WITNESS MILNER STATES ON PAGE 15, LINES 6 THROUGH 9, THAT**  
20 **THE LAST SUCH INCIDENT OCCURRED ON JULY 7, 1997. WHAT IS**  
21 **YOUR RESPONSE TO THIS CLAIM?**

22  
23 **A: There have been no recent incidents of premature disconnects**  
24 **because Sprint has taken specific actions to reduce the**  
25 **likelihood of such occurrences. Sprint has reduced the**

1 volume of orders placed to BellSouth due, in part, to the  
2 risk of customers being disconnected prematurely. In  
3 addition, Sprint is taking a more direct, hands-on approach  
4 to further attempts to manage the ordering process. For  
5 example, several calls are made to BellSouth's operations  
6 groups to remind BellSouth to change its orders if a due  
7 date has to be delayed. Phone calls are also made by Sprint  
8 to attempt to confirm that the disconnect orders have been  
9 pulled out of BellSouth's system.

10  
11 Sprint has taken these steps because of its belief that  
12 BellSouth has no reliable means of accommodating revised due  
13 dates.

14  
15 **Q: ON PAGE 15, LINES 20 THROUGH 24, WITNESS MILNER STATES THAT**  
16 **BELLSOUTH DENIES TAKING ANY ACTIONS THAT MAY HAVE CAUSED**  
17 **WIDESPREAD SERVICE INTERRUPTIONS TO SPRINT CUSTOMERS AND**  
18 **BELLSOUTH CLAIMS TO ONLY BE AWARE OF ONE SUCH SITUATION.**  
19 **WHAT IS YOUR RESPONSE TO THIS ASSERTION?**

20  
21 **A: The service interruptions caused by BellSouth not only have**  
22 **been widespread but also numerous. Witness Milner mentions**  
23 **one scenario involving inaccurate settings for the Simulated**  
24 **Facilities Group (SFG). He fails to note, however, an**  
25 **incident on June 6, 1997, that resulted in trouble tickets**

1 being generated for more than a half-dozen Sprint customers  
2 because these customers were without service for more than  
3 two hours. The remaining customers served with interim  
4 number portability out of that central office were also  
5 impacted. Witness Milner also fails to mention that an SFG  
6 "situation" also caused an outage to the same customers on  
7 June 24, 1997. In addition, witness Milner neglects to note  
8 additional Sprint customer service outages caused by call  
9 routing errors and translations problems. As referenced in  
10 my direct testimony, the outages have negatively affected  
11 Sprint's customers.

12  
13 Q: IN WITNESS MOORE'S TESTIMONY, ON PAGE 2, LINE 25 AND PAGE 3,  
14 LINE 1, BELL SOUTH ASSERTS THAT IT NOW PROVIDES TIMELY FOCs.  
15 IS THIS YOUR UNDERSTANDING?

16  
17 A: No, it is not. Exhibit MAG-1 indicates that only 82 percent  
18 of FOCs were returned to Sprint within 48 hours as recently  
19 as November 1997 and only 64 percent as recently as December  
20 1997. In fact, Witness Moore's own Exhibit JWM-1 reflects  
21 BellSouth's inability to meet the 48-hour commitment in  
22 every month between April 1997 and December 1997 with the  
23 exception of August and September.

24  
25 Q: WITNESS MOORE STATES ON PAGE 3, LINES 10 THROUGH 15, THAT

1           ORDERS FOR UMBUNDLED NETWORK ELEMENTS (UNEs) REQUIRE  
2           TELEPHONE CALLS TO ANOTHER BELLSOUTH GROUP TO CONFIRM  
3           FACILITIES BEFORE AN FOC IS SENT, WHICH COULD DELAY FOCs.  
4           WHAT IS YOUR RESPONSE TO THIS CLAIM?

5  
6    A:    On a number of occasions Sprint has received FOCs from  
7           BellSouth well beyond the 48-hour commitment only to be told  
8           within days that no facilities are available. For example,  
9           on August 8, 1997, Sprint placed an order with a due date of  
10          August 15, 1997. Sprint received verbal FOC on August 13,  
11          1997. A day later, BellSouth notified Sprint that there were  
12          no facilities and the conversion was delayed until August  
13          22, 1997. In this particular case, BellSouth neither  
14          returned the FOC within 48 hours nor validated facilities  
15          before returning the late FOC. As referenced in my direct  
16          testimony, only 44 percent of the FOCs were timely received  
17          from BellSouth in April; 64 percent in May; 63 percent in  
18          June; 92 percent in July; 80 percent in August; 85 percent  
19          in September; 68 percent in October; 94 percent in November;  
20          and 63 percent in December.

21  
22    Q:    PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY.

23  
24    A:    Despite claims to the contrary, BellSouth continues to cause  
25          facility and FOC problems for Sprint and its customers.

1           Testimony that the facility, FOC, service interruptions and  
2           premature disconnects were resolved by BellSouth in the  
3           first half of 1997 is not accurate. In addition, the issues  
4           raised by Sprint in its complaint are significant, so much  
5           so that the company's ability to compete in the marketplace  
6           has been damaged. There are numerous examples of such  
7           experiences - both past and recent. We believe BellSouth has  
8           failed to fulfill its commitment to facilitate a competitive  
9           marketplace. We also believe that without some intervention  
10          on the part of the Commission, Alternative Local Exchange  
11          Companies such as Sprint will not be afforded a meaningful  
12          opportunity to compete.

13  
14       **Q: DOES THIS CONCLUDE YOUR TESTIMONY?**

15  
16       **A: Yes.**

17  
18  
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21  
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24  
25

**BellSouth FOC Problems  
JANUARY 1998**

**FOC PROBLEMS (OVER 48 HOURS)**

(FOC = Firm Order Confirmation)  
(ASR = Access Service Request)  
(PON = Purchase Order Number)

Total ASRs Submitted: 10  
Total FOCs Received Within 48 Hours: 2  
Percent of FOCs Received Within 48 Hours: 20%

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer A	Intell.t1.cr	01/06/98	01/12/98	4	01/23/97
Customer B	COAST1DSO CR	01/14/98	01/20/98	4	01/26/98
Customer C	westing ds1	01/20/98	01/23/98	3	01/24/98
Customer D	west.por11	01/20/98	01/23/98	3	01/24/98
Customer E	APEX2WNPKDSO.CR	01/20/98	01/26/98	4	01/30/98
Customer F	wnfeb1.ta	01/20/98	01/27/98	5	01/30/98
Customer G	Citrus.b1.ta	01/20/98	01/26/98	4	01/30/98
Customer H	First2b1.ta	01/20/98	01/26/98	4	02/02/98

Docket No. 971314-TP  
Rebuttal Exhibit MAC-8  
Page 1 of 1



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by hand delivery on this 6<sup>th</sup> day of February 1998 to the following:

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971314-TP

MILORED GRAHAM

REBUTTAL

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by hand delivery on this 6<sup>th</sup> day of February 1998 to the following:

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~~20-61939-98~~  
2/6/98

ACK \_\_\_\_\_  
AFA \_\_\_\_\_  
APP \_\_\_\_\_  
CAF \_\_\_\_\_  
(CMU) Lawing \_\_\_\_\_  
CTR \_\_\_\_\_  
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