

ORIGINAL

1 SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

2 SPRINT METROPOLITAN NETWORKS, INC.

3 REBUTTAL TESTIMONY OF MELISSA L. CLOSZ

4 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

5 DOCKET 971314-TP

6 FEBRUARY 6, 1998

7
8
9 Q. PLEASE STATE YOUR NAME AND ADDRESS.

10
11 A. My name is Melissa L. Closz. My business address is 151
12 Southhall Lane, Maitland, Florida 32751.

13
14 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

15
16 A. I am employed by Sprint Communications Company Limited
17 Partnership. ("Sprint") as Director- Local Market
18 Development.

19
20 Q. ON WHOSE BEHALF ARE YOU TESTIFYING?

21 A. I am testifying on behalf of Sprint Communications Company
22 Limited Partnership.

23
24
25 Q. ARE YOU THE SAME MELISSA L. CLOSZ THAT FILED DIRECT

FILED
1998 FEB-06

1 TESTIMONY IN DOCKET NO. 971314-TP?

2
3 A. Yes, I am.

4
5 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

6
7 A. The purpose of my testimony is to respond to direct
8 testimony filed by BellSouth witnesses Mr. Jerry W. Moore
9 and Mr. W. Keith Milner in this proceeding.

10
11 Q. WHAT IS YOUR GENERAL REACTION TO THE DIRECT TESTIMONY THAT
12 HAS BEEN FILED BY BELLSOUTH IN THIS PROCEEDING?

13
14 A. It appears that BellSouth, rather than attempting to address
15 several of the issues identified in this Complaint directly,
16 has chosen instead to attempt to distract the Commission by
17 inferring that Sprint actions have been responsible for the
18 problems that Sprint has experienced. Sprint's Complaint
19 with this Commission is specifically related to BellSouth's
20 failure to comply with its interconnection agreement
21 obligations. While Sprint has not and does not claim to be
22 error-free, Sprint is not attempting to hold BellSouth
23 accountable for Sprint actions and has carefully framed its
24 Complaint to focus only on BellSouth performance
25 deficiencies that were beyond Sprint's control. Sprint

1 respectfully requests that the Commission consider
2 BellSouth's testimony in accordance with its ability to
3 directly address whether or not BellSouth has met its
4 performance obligations.

5
6 Q. MR. MILNER STATES ON PAGE 3, LINES 16-18, "THE VAST MAJORITY
7 OF ISSUES RAISED BY SPRINT ARE PROBLEMS THAT WERE
8 ENCOUNTERED EARLY ON AND WHICH HAVE LONG SINCE BEEN
9 RESOLVED." DO YOU AGREE WITH THIS STATEMENT?

10
11 A. No. As detailed in my direct testimony as well as the
12 testimony of Sprint witnesses Mildred Graham and Richard
13 Warner, the problems raised by Sprint either continue today
14 or have not been adequately addressed by BellSouth to ensure
15 that the problems will not recur. The continuing nature of
16 the problems and the risk of recurrence will be documented
17 throughout this rebuttal testimony. The issues raised by
18 Sprint are not resolved and continue to be very real and
19 significant factors in Sprint's ALEC business operations.

20
21 Q. MR. MILNER SEEMS TO SUGGEST THAT THERE AREN'T VERY MANY
22 PROBLEMS PRESENTED BY SPRINT, AND THAT THESE PROBLEMS ARE
23 SOMEHOW INSIGNIFICANT. IN HIS DIRECT TESTIMONY, PAGES 3-4,
24 LINES 23-24 AND 1-2 RESPECTIVELY, HE STATES, "TO PUT THESE
25 INCIDENTS INTO WHAT I BELIEVE TO BE THE PROPER PERSPECTIVE,

1 I NOTE FIRST THAT SPRINT HAS COME FORWARD WITH DETAILS OF
2 ONLY A FEW OF ITS MANY CUSTOMERS IN FLORIDA TO WHICH SPRINT
3 CLAIMS BELLSOUTH HAS CAUSED SERVICE PROBLEMS." DOES SPRINT
4 AGREE WITH MR. MILNER'S PERSPECTIVE?

5
6 A. No. With respect to the number of instances in which there
7 have been problems and the number of customers that have
8 been affected, Sprint witnesses Warner and Graham's
9 testimony reference numerous customer impacts that have been
10 created by BellSouth's failure to meet its interconnection
11 agreement obligations. While this number may not seem
12 significant to BellSouth, a service provider with over 1.6
13 million business lines in service currently in the state of
14 Florida, it is tremendously significant to a new ALEC
15 service provider that is working diligently to establish its
16 reputation for quality service. Every single incident has
17 the potential to damage Sprint's reputation in the
18 marketplace and is treated by Sprint with grave concern.
19 Moreover, this "small" number of problems is even more
20 significant when considered as a percentage of Sprint's very
21 limited ALEC customer base. Mr. Milner's testimony, on page
22 4, line 9, references 224 orders claimed to have been placed
23 by Sprint from April through December 1997. The number of
24 problems is even more alarming when one considers the
25 magnitude of problems that could result if a larger volume

1 of orders was being processed.

2 Q. MR. MILNER, ON PAGE 4-5, LINES 16-24 AND 1-2 RESPECTIVELY,
3 REFERS TO THE "NEW ENVIRONMENT OF LOCAL COMPETITION," AND
4 STATES, "BELLSOUTH ADMITS ITS PART IN CERTAIN "START-UP"
5 PROBLEMS." HE FURTHER ASSERTS THAT BELLSOUTH "...HAS TAKEN
6 APPROPRIATE STEPS NOT ONLY TO RESOLVE THE INDIVIDUAL CASES,
7 BUT ALSO TO CORRECT ANY UNDERLYING PROCEDURAL PROBLEMS."
8 DOES SPRINT AGREE WITH THIS ASSESSMENT?

9
10 A. No. As stated in Sprint's direct testimony, Sprint believes
11 that the cause of BellSouth's ongoing problems is the
12 failure to adequately address and resolve underlying
13 procedural problems. The specific examples referenced in
14 Sprint witnesses Warner and Graham's testimony exemplify the
15 ongoing nature and/or threat of recurrence of the problems
16 Sprint has described.

17
18 Q. MR. MILNER FURTHER SAYS, ON PAGE 5, LINES 1-2, THAT
19 BELLSOUTH'S IMPROVEMENT EFFORTS "HAVE TO DATE RESULTED IN
20 SIGNIFICANT PROGRESS AND ...HAVE ENABLED MEANINGFUL LOCAL
21 COMPETITION." DOES SPRINT AGREE?

22
23 A. No. Sprint has demonstrated through its direct testimony
24 that BellSouth's performance in accordance with its
25 interconnection agreement continues to fall short of its

1 commitments, and as evidenced by the customer and business
2 impacts cited, does not provide an environment in which
3 meaningful competition is enabled. Moreover, Sprint has
4 been purchasing unbundled network elements and
5 interconnecting with BellSouth for over 18 months. The
6 BellSouth problems that Sprint continues to experience are
7 indicative of BellSouth's lack of progress toward its
8 interconnection agreement commitments, particularly
9 considering that BellSouth has had over 18 months to produce
10 improvement. By BellSouth's own admission in Mr. Moore's
11 Exhibit JWH-1, the average "Receipt to FOC" time performance
12 for Sprint in December 1997 of 71 hours and 35 minutes, is
13 nearly identical to performance for Sprint in April 1997 of
14 71 hours and 12 minutes. While other months do show faster
15 FOC return on Mr. Moore's Exhibit, the results vividly
16 demonstrate the inability of BellSouth to provide consistent
17 performance, thus continuing to foster Sprint's lack of
18 confidence in BellSouth's ability to meet its commitments.
19 Sprint does not view this as "significant progress" as
20 claimed by Mr. Milner.

21
22 Q. WITH RESPECT TO ISSUE 1, TIMELY RETURN OF FOCS, MR. MOORE
23 STATES ON PAGE 2, LINES 22-25, "...IN APRIL 25, 1997
24 CORRESPONDENCE TO SPRINT (EXHIBIT E, SPRINT COMPLAINT),
25 BELLSOUTH TOOK CORRECTIVE ACTION BY ADDING SERVICE

1 REPRESENTATIVES AND IMPROVING OPERATING SYSTEMS TO PROPERLY
2 HANDLE THIS FUNCTION." WHAT IS SPRINT'S RESPONSE TO THIS
3 STATEMENT?
4

5 A. Sprint acknowledges that it was advised by BellSouth that it
6 was taking corrective action, however neither Sprint nor
7 BellSouth's compilation of FOC return performance data show
8 improved performance in the months that follow. Mr. Moore's
9 Exhibit JWM-1 shows increased FOC return time relative to
10 April 1997 in May, June and July 1997. Sprint's Exhibit
11 MLC-3 also shows failure to return FOCs within 48 hours in
12 these months. While Sprint appreciates BellSouth's apparent
13 efforts to improve its performance, the facts unfortunately
14 demonstrate that the improvements that did eventually occur
15 were short-lived, suggesting to Sprint that BellSouth
16 continues to fail to adequately address its underlying
17 problems.
18

19 Q. BELLSOUTH'S WITNESS MOORE STATES, ON PAGES 2-3, LINES 25 AND
20 1 RESPECTIVELY, "...BELLSOUTH NOW BELIEVES THAT IT IS
21 PROVIDING FOCs IN A TIMELY MANNER...". DOES SPRINT AGREE WITH
22 THIS ASSERTION?
23

24 A. No. Sprint witness Graham explains on page 3, lines 9-12 of
25 her direct testimony, that BellSouth has failed each month

1 from April through December 1997 to provide Firm Order
2 Confirmation (FOC) within 48 hours. Although Mr. Moore
3 "believes" that BellSouth "is providing FOCs in a timely
4 manner", BellSouth's own data indicates that it is not.
5 Exhibit JWM-1 documents the average time in which BellSouth
6 has returned FOCs to Sprint for the months April through
7 December. In only two months, August and September, does
8 BellSouth claim that it has returned FOCs within 48 hours.
9 In fact, according to JWM-1, BellSouth places its own return
10 achievement for Sprint (in hours and minutes) at 105:31,
11 49:51 and 71:35 for October, November and December 1997
12 respectively.

13
14 Q. MR. MOORE STATES, PAGE 5 LINES 5-6, "...BELLSOUTH IS NOW
15 PROVIDING FOCs IN ACCORDANCE WITH THE CONTRACT." IS THIS
16 TRUE?

17
18 A. No. As stated on page 5-6 of Sprint witness Warner's direct
19 testimony, SMNI's interconnection agreement called for the
20 establishment of "competitive intervals for the delivery of
21 FOCs," and BellSouth agreed to provide FOCs within 48 hours.
22 This commitment is confirmed through written correspondence
23 including an April 25, 1997 letter from BellSouth's Ms.
24 Carol Jarman, Exhibit MLC-5, and a May 7, 1997 letter from
25 BellSouth's Mr. Joe Baker, Exhibit MLC-7. It appears,

1 despite its own recognition in written correspondence of the
2 48 hour FOC return commitment, that BellSouth is not
3 acknowledging the 48 hour return as the appropriate
4 standard.

5
6 Q. DOES BELLSOUTH STATE IN ITS DIRECT TESTIMONY THAT IT IS
7 MEETING ITS COMMITMENT TO PROVIDE FOCS TO SMNI WITHIN 48
8 HOURS OF ORDER RECEIPT?

9
10 A. No. BellSouth does not state that it is meeting its
11 commitment. Rather, BellSouth's data demonstrates that it
12 is not.

13
14 Q. DOES THE FEDERAL COMMUNICATIONS COMMISSION (FCC) COMMENT ON
15 THE IMPORTANCE TO NEW ENTRANTS OF TIMELY FOCS IN ITS RECENT
16 DECISION DENYING BELLSOUTH'S SECTION 271 APPLICATION IN
17 SOUTH CAROLINA?

18
19 A. Yes. On December 24, 1997, The FCC released Order No. FCC
20 97-418 in Docket No. 97-208. In paragraph 115 of that
21 Order, the FCC states:
22 "...because BellSouth does not confirm the date when the
23 service ordered by the competing carrier will be installed
24 until the delivery of the firm order confirmation (FOC)
25 notice to the competing carrier, the competing carrier

1 depends upon timely delivery of such notice in order to
2 inform its customers of the time of service installation.
3 This information becomes even more critical if the customer
4 needs to coordinate the installation of service with other
5 activities, such as a move to a new location.
6

7 Q. IN RESPONSE TO ISSUE 2, "HAS BELLSOUTH IDENTIFIED
8 PROVISIONING PROBLEMS IN A TIMELY MANNER TO ENABLE SPRINT TO
9 MEET CUSTOMER DUE DATES AT PARITY WITH THE SERVICE PROVIDED
10 BY BELLSOUTH TO ITS RETAIL CUSTOMERS?", MR. MILNER'S
11 TESTIMONY, PAGE 5, LINES 9-19, EXPLAINS THAT BELLSOUTH'S
12 POLICY ON UNBUNDLED LOOP CONVERSIONS IS THAT "SPRINT IS
13 NOTIFIED BY THE BELLSOUTH PROJECT MANAGER ASSIGNED TO SPRINT
14 AS SOON AS IT IS APPARENT THAT A DUE DATE IS IN JEOPARDY."
15 DOES HE ASSERT THAT BELLSOUTH'S IDENTIFICATION OF
16 PROVISIONING PROBLEMS AND SUBSEQUENT NOTIFICATION SENT TO
17 SPRINT IS TIMELY AND ENABLES SPRINT TO MEET CUSTOMER DUE
18 DATES AT PARITY WITH BELLSOUTH?
19

20 A. No. Milner does not state that BellSouth has identified
21 provisioning problems in a timely manner to enable Sprint to
22 meet customer due dates at parity with the service provided
23 by BellSouth to its retail customers.
24

25 Q. DOES SMNI'S INTERCONNECTION AGREEMENT WITH BELLSOUTH

1 INDICATE THAT IT IS OBLIGATED TO DO SO?

2
3 A. Yes. As discussed on pages 9-11 of Sprint witness Warner's
4 direct testimony, Section V.E.6 of the SMNI Interconnection
5 Agreement states, "BellSouth will establish and adhere to
6 competitive intervals for the delivery of FOCs, DLRs and
7 facilities. Such intervals need to ensure that facilities
8 are provisioned in time frames and according to standards
9 that meet or exceed those that BellSouth provides to itself
10 for its own network and end users." (emphasis added)

11
12 Q. WHAT DOES MR. MILNER'S TESTIMONY ON ISSUE 2 DISCUSS?

13
14 A. Mr. Milner appears to address the customer issues
15 surrounding facilities problems included in the original
16 Complaint filing. However, instead of discussing whether
17 BellSouth provided timely notification of facilities issues
18 which would enable SMNI to meet its customer due dates, he
19 appears to re-construct the situations to claim either that
20 it wasn't BellSouth's fault that it identified a problem
21 late in the provisioning process, or that Sprint's own
22 issues were responsible for due dates being missed. Mr.
23 Milner, however, excludes critical facts which clearly
24 delineate BellSouth accountability for missed due dates
25 caused by late notification of facilities problems. Sprint

1 witnesses Graham and Warner will discuss each of these
2 scenarios in detail.

3
4 Q. DOES THE FCC COMMENT IN ITS RECENT DECISION DENYING
5 BELLSOUTH'S SECTION 271 APPLICATION IN SOUTH CAROLINA ON THE
6 IMPORTANCE OF TIMELY NOTICE TO ALECS IF THE DUE DATE IS IN
7 JEOPARDY OF BEING MISSED, AS IS THE CASE WITH NOTIFICATION
8 OF FACILITIES PROBLEMS TO SMNI?

9
10 A. Yes. In paragraph 115 of Order No. FCC 97-418 in Docket No.
11 97-208, the FCC states:

12 "If BellSouth does not provide timely notice to the
13 competing carrier that service can no longer be provided on
14 the assigned due date, the competing carrier will not be
15 able to make alternate arrangements with its customer. If
16 the competing carrier is never informed by BellSouth of
17 changes to the due date, the customer will be likely to
18 blame the competing carrier for the failure to install
19 service on time, even if the competing carrier is completely
20 without fault."

21
22 Paragraph 130:

23 "After a competing carrier has received a FOC notice with a
24 committed due date for the installation of a customer's
25 service, it is critical that the BOC provide the competing

1 carrier with timely notice if the BOC, for any reason, can
2 no longer meet that due date. These notices are called
3 order jeopardy notices. The failure to meet scheduled due
4 dates is likely to have a significant competitive impact on
5 new entrants' ability to compete, regardless of whether the
6 delay is actually caused by the BOC. To the extent that the
7 BOC does not provide timely order jeopardy notices to the
8 competing carrier, the impact of missed due dates will be
9 compounded by the inability of the competing carrier
10 proactively to inform its customer and reschedule the time
11 for service installation.

12
13 Q. DID THE FCC ALSO PROVIDE AN OPINION ABOUT BELLSOUTH'S
14 ABILITY TO PROVIDE TIMELY JEOPARDY NOTICES?

15
16 A. Yes. In paragraph 131, the FCC states:
17 "Evidence in the record shows that BellSouth is not
18 providing order jeopardy notices to competing carriers when
19 the due date cannot be met because of delays caused by
20 BellSouth. When BellSouth cannot meet a committed due date,
21 it is critical that the competing carrier be informed in a
22 timely manner so that it can contact its customer in order
23 to schedule another due date."

24
25 Q. THE FCC ORDER APPLIED TO BELLSOUTH'S OPERATIONS IN SOUTH

1 CAROLINA. IS THERE ANY REASON TO BELIEVE THAT THE FCC'S
2 COMMENTS WOULD NOT APPLY TO OPERATIONS IN FLORIDA?
3

4 A. No. The systems, processes and organizations that BellSouth
5 has established to support ALECs are consistent across its
6 nine-state region. As such, performance deficiencies with
7 respect to South Carolina would be likely to occur in other
8 BellSouth states.
9

10 Q. ISSUE 4 ADDRESSES INAPPROPRIATE DISCONNECTION OF CUSTOMERS
11 SEEKING TO MIGRATE SERVICE TO SPRINT. MR. MILNER, ON PAGE
12 14, LINES 16-19 STATES, "...BELLSOUTH IS AWARE OF ONLY ONE
13 INSTANCE WHERE A CUSTOMER INCURRED A SERVICE OUTAGE..." .
14 WHAT IS SPRINT'S RESPONSE TO THIS CLAIM?
15

16 A. As described in detail in Sprint witness Graham's direct and
17 rebuttal testimony, Sprint customers have, on multiple
18 occasions, been taken out of service in error in conjunction
19 with migration of service from BellSouth to Sprint. Each
20 incident was discussed with the BellSouth account team
21 supporting Sprint at the time of the occurrence. Numerous
22 other discussions were held with BellSouth's account team
23 supporting Sprint regarding steps to prevent reoccurrence of
24 these untimely service disconnections. These premature
25 service disconnections are further documented in customer

1 affidavits submitted by Sprint in its Complaint to this
2 Commission, including the Affidavit of Julia Downs,
3 Complaint Exhibit "K", the Affidavit of Sean Laney,
4 Complaint Exhibit "P" and the Affidavit of Rocky
5 Santomissino, Complaint Exhibit "Q".
6

7 A. Sprint is astounded that BellSouth is denying not only its
8 involvement in these premature disconnections, but is also
9 denying all knowledge of their existence. Multiple Sprint
10 employees and customers, as demonstrated in Sprint's
11 Complaint and testimony, know that these disconnections did
12 occur and that Sprint was powerless to prevent them.
13

14 Q. WITH RESPECT TO PREMATURE SERVICE DISCONNECTIONS, MR. MILNER
15 STATES ON PAGE 14, LINES 15-16, "OBVIOUSLY, IF SPRINT
16 NOTIFIES BELLSCOUTH TOO LATE IN THE PROCESS, CUSTOMER SERVICE
17 MAY BE AFFECTED." HOW DOES SPRINT RESPOND TO THIS
18 STATEMENT?
19

20 A. As stated in my direct testimony, late notification by
21 Sprint to BellSouth of the need to reschedule a cutover is
22 not the cause of these inappropriate service interruptions.
23 My direct testimony states at page 19 on line 8, "Service
24 conversions may be rescheduled at any time and for any
25 reason." This includes customer requested delays which may

1 be necessary for a multitude of reasons. Continuing on
2 lines 13-15, "The real problem is that BellSouth has not
3 modified its systems and processes to allow service
4 disconnection orders to be rescheduled in a timely fashion."
5 Moreover, as stated on lines 18-19, "The facts of the SMNI
6 service disconnection incidents will show that the majority
7 of the delays were necessary because BellSouth discovered it
8 could not meet its Committed Due Date (CDD) just prior to
9 the installation date due to engineering or facilities
10 problems." The relevant question is whether BellSouth will
11 honor a request to reschedule an order and not disconnect
12 customers' service inappropriately. Sprint believes that
13 BellSouth's current systems cannot reliably support
14 rescheduled service conversions. Sprint witness Graham
15 discusses these disconnections in more detail.

16
17 Q. MR. MILNER'S TESTIMONY POSES THE QUESTION, PAGE 14, LINES
18 21-25, "IS BELLSOUTH AWARE OF ANY CONTINUING PROBLEM WITH
19 BELLSOUTH'S DISCONNECTING CUSTOMERS SEEKING TO MIGRATE TO
20 SPRINT SERVICE PRIOR TO THE DESIGNATED CUTOVER DATE...", AND
21 RESPONDS ON PAGE 15, LINE 2, "NO." DOES THIS MEAN THAT
22 BELLSOUTH HAS MODIFIED ITS METHODS, PROCEDURES AND SYSTEMS
23 FOR HANDLING CUSTOMER MIGRATIONS SUCH THAT INAPPROPRIATE
24 DISCONNECTIONS WILL NOT REOCCUR?

25

1 A. No. If BellSouth has implemented procedural or systems
2 changes to prevent reoccurrence of such inappropriate
3 service disconnections, Sprint has not been made aware of
4 them.

5
6 Q. MR. MILNER STATES, PAGE 15, LINES 2-3, "IF, IN FACT,
7 BELL SOUTH HAD CAUSED SUCH DISCONNECTION OF CUSTOMERS, WHICH
8 BELL SOUTH DENIES, THAT PROBLEM HAS LONG SINCE BEEN
9 RESOLVED." DOES SPRINT AGREE THAT THE PROBLEM HAS BEEN
10 RESOLVED?

11
12 A. No. As previously stated, Sprint is not aware of any
13 process improvements or systems modifications that have been
14 implemented that will prevent inappropriate service
15 disconnections from happening in the future. The fact that
16 none has occurred since July 8, 1997 is merely reflective of
17 the fact that there have been far fewer "new service"
18 conversions during the last half of 1997 compared to the
19 first half of the year, and that the establishment of
20 lengthy service installation intervals has been adopted to
21 ensure that there is adequate time to resolve problems that
22 may arise prior to the actual service conversion.

23
24 Q. WITH RESPECT TO ISSUE 5 DEALING WITH SERVICE INTERRUPTIONS
25 DUE TO PROBLEMS WITH CALL ROUTING, TRANSLATIONS OR INTERIM

1 NUMBER PORTABILITY , MR. MILNER STATES, PAGE 15, LINES 20-
2 22, "BELLSOUTH IS AWARE OF ONLY ONE SITUATION THAT OCCURRED
3 AND FOR WHICH CORRECTIVE ACTIONS HAVE BEEN COMPLETED AND
4 IMPLEMENTED." DOES SPRINT CONCUR WITH BELLSOUTH'S
5 ASSESSMENT?
6

7 A. No. Once again, Sprint is unable to comprehend how
8 BellSouth can deny all knowledge of the service
9 interruptions that occurred. These interruptions are well
10 documented in letters exchanged between our companies,
11 including an internal BellSouth memorandum dated May 21,
12 1997 prepared by BellSouth's Gretchen Wilson, shown in
13 Complaint Exhibit "L", BellSouth's Ms. Carol Jarman's letter
14 to me dated June 12, 1997, attached as Rebuttal Exhibit MLC-
15 13, the June 18, 1997 letter from Sprint's Mr. George Head
16 to BellSouth's Mr. Joseph M. Baker, Exhibit MLC-9, Mr.
17 Joseph M. Baker's letter to Sprint's Mr. John Cascio dated
18 July 1, 1997, Exhibit MLC-11 and Ms. Carol Jarman's letter
19 to me dated July 8, 1997, Exhibit MLC-12. Moreover, these
20 service interruptions were discussed at length at an
21 executive meeting held at BellSouth's Birmingham, Alabama
22 offices on June 24, 1997, as evidenced by the meeting hand-
23 outs prepared by BellSouth and shown as Exhibit MLC-10.
24

25 Q. BELLSOUTH'S MR. MILNER STATES THAT THE ONE INCIDENT THAT

1 BELL SOUTH IS AWARE OF RESULTED BECAUSE, "...THE S.G (SIMULATED
2 FACILITIES GROUP) WAS INCORRECTLY SET TO VERY LOW VALUES
3 THAT RESTRICTED THE QUANTITY OF SIMULTANEOUS CALLS THAT
4 COULD BE PORTED. AS A RESULT, SOME ALEC CUSTOMERS
5 COMPLAINED THAT THEY COULD NOT BE CALLED." IS THIS AN
6 ADDITIONAL SCENARIO FROM THE INCIDENTS REFERENCED IN
7 SPRINT'S COMPLAINT?

8
9 A. Yes, it appears to be an additional scenario. Although Mr.
10 Milner doesn't reference the dates when ALECs experienced
11 call blockage, the service interruptions that Sprint has
12 specifically referenced were attributed to other factors by
13 BellSouth.

14
15 A. For example, in the May 19 outage, BellSouth's May 21, 1997
16 memo, shown in Complaint Exhibit "L", prepared by Gretchen
17 Wilson stated, "The routing in the Colonial Main and Tandem
18 office was reversed on the turn up of the new group."

19
20 The June 4, 1997 service interruption resulted when,
21 according to BellSouth's Carol Jarman in her June 12, 1997
22 letter to me, Rebuttal Exhibit MLC-13, "...the Line
23 Translation Specialist (LTS) removed the numbers from the
24 translations as well as the associated Simulated Facilities
25 Group (SFG). Removal of the SFG resulted in the blocking of

1 all incoming traffic for Sprint Metro from the RCF numbers
2 (Remote Call Forwarding) in the Orlando Magnolia 1 AESS
3 switch.'

4
5 The June 24, 1997 outage, according to BellSouth's Carol
6 Jarman in her July 8, 1997 letter to me, Exhibit MLC-12,
7 occurred when "the service for Magna Computer as well as
8 the entire Simulated Facility Group (SFG) was manually
9 deleted from the switch in error. This prevented all of the
10 customers that utilized Service Provider Number Portability
11 (SPNP) in the Orlando Magnolia 1AESS Central Office from
12 receiving incoming calls.'

13
14 Q. REFERRING TO THE INCIDENTS APPARENTLY CAUSED BY LOW VALUES
15 ASSIGNED TO THE SFG SETTINGS, MR. MILNER INDICATES ON PAGE
16 16, LINES 19-20, "BELLSOUTH SOLVED THIS PROBLEM BY
17 INSTITUTING SPECIAL TRAINING FOR BELLSOUTH'S TECHNICIANS WHO
18 MAKE CHANGES TO THE SFG AND BY HAVING A SPECIAL COMPUTER
19 MESSAGE APPEAR TO THE BELLSOUTH TECHNICIAN INFORMING HIM OR
20 HER OF THE CRITICAL NATURE OF THE SFG TRANSLATION AND
21 REQUESTING THAT THE TECHNICIAN POSITIVELY AFFIRM THE
22 INTENTION TO PROCEED WITH MAKING ANY CHANGE TO THE SFG." DO
23 THESE PROCEDURES SOUND COMPARABLE TO THOSE RELAYED TO SPRINT
24 IN CONJUNCTION WITH THE SPRINT OUTAGES?

25

1 A. Yes, they do. BellSouth's Ms. Jarman describes similar
2 procedural and training changes in her June 12, 1997
3 (Rebuttal Exhibit MLC-13) and July 8, 1997 (Exhibit MLC-12)
4 letters to me.

5
6 Q. DOES SPRINT AGREE THAT THESE ACTIONS HAVE "SOLVED" THE
7 POTENTIAL FOR FUTURE SFG PROBLEMS?

8
9 A. No, and a letter from BellSouth's Mr. Joe Baker seems to
10 support the interim nature of BellSouth's actions. In his
11 July 1, 1997 letter to Sprint's Mr. John Cascio, in which he
12 discusses the June 24, 1997 outage, Exhibit MLC-11, he
13 states, "As you know, BellSouth has put into place action
14 plans to help prevent the error from happening again.
15 These plans include short term measures such as the
16 requirement for supervisory approval in these situations.
17 We are also investigating with our vendors long term
18 measures that include enhancing the software involved.
19 Additionally, we have made changes to our methods and
20 procedures to reduce the likelihood of these outages
21 (emphasis added)." As stated in my direct testimony, to
22 Sprint's knowledge, a "permanent" solution that will prevent
23 reoccurrence of these outages has not been implemented by
24 BellSouth.

1 Q. WITH RESPECT TO ISSUE 3, CONSIDERING WHETHER BELLSOUTH HAS
2 PROVIDED INSTALLATION INTERVALS FOR SERVICE ESTABLISHED VIA
3 UNBUNDLED LOOPS IN ACCORDANCE WITH THE INTERCONNECITON
4 AGREEMENT WITH SMNI, MR. MILNER STATES, PAGE 5, LINES 21-22,
5 "BELLSOUTH HAS FULFILLED THE REQUIREMENTS OF ITS
6 INTERCONNECTION AGREEMENT WITH SPRINT WITH THE INSTALLATION
7 INTERVALS IT HAS OFFERED." DOES SPRINT AGREE?

8
9 A. No. As described in my direct testimony, the discussion of
10 installation intervals is complicated due to Sprint's lack
11 of confidence in BellSouth's ability to meet its published
12 standard intervals. Without such confidence, the desire to
13 meet customer commitments has taken precedence over testing
14 BellSouth's current ability to perform, and extended
15 intervals continue to be quoted to prospective customers.
16 Again, as stated in my direct testimony, even with the
17 extended intervals, BellSouth failed to accomplish 23.3% of
18 installations on the scheduled due dates in 4th Quarter 1997
19 due to BellSouth reasons. This type of environment prevents
20 Sprint customers from experiencing "installation intervals
21 for service via unbundled loops... in the same timeframe as
22 BellSouth provides services to its own customers," as the
23 Interconnection Agreement specifies.

24
25 Q. PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY.

1 A. Sprint is not responsible for BellSouth's inability to
2 comply with interconnection agreement obligations. The
3 problems described by Sprint are of a continuing nature and
4 impact a wide range of Sprint alternative local exchange
5 service operations and customers. These are not old or
6 isolated circumstances that are irrelevant to current
7 operations. BellSouth should not be allowed to slough these
8 problems off. The Commission should insist that BellSouth
9 demonstrate permanent solutions and not allow short-lived
10 stop-gap measures to be implemented as permanent solutions.
11 BellSouth must move beyond the "denial" stage to the
12 "solution" stage if meaningful local competition is to be
13 realized in Florida.

14
15 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

16
17 A. Yes, it does.
18
19
20
21
22
23
24
25

The SFG was successfully restored at approximately 6:15 PM EDT and the blocking of the existing Sprint Metro customers was cleared at that time.

Because the SFG had been removed, the original project for Mid Florida Pools had to be rebuilt and flowed back through the switch. This was accomplished by 7:00 PM EDT.

The following steps are being taken to guard against a recurrence of the problem discussed above.

1. Prepare and send a memo to NISC /RCMAG Directors by Friday, June 13th, to contain
 - A. Account of the CLEC trunk outage in the Orlando Magnolia Central Office which occurred on June 6, 1997.
 - B. Require mandatory coverage for all CTG electronic technicians on Translation Bulletin No. 97-TB-46, issued May 23, 1997 and provide positive report to staff by June 20, 1997.
2. Re-transmit the Translation Bulletin 97-TB-46 to all NISC personnel by Friday, June 13th.
3. On June 11th, 1997, a second SFG was built in the IAFSS switch in the Orlando Magnolia Central Office to establish a hunt group arrangement that will provide "overflow" for CLEC trunk access.
4. Develop and deliver a package for quick restoration of the SFG in case of future outage to the RCMAG by June 20th, 1997.

We trust that the above information satisfies your request regarding the outage in the Orlando Magnolia Central Office. If you should have additional questions or concerns surrounding the outage, please let me know.



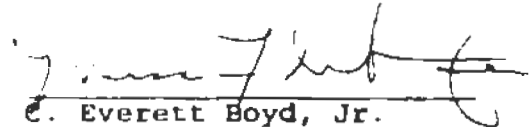
cc: Joe Baker
Richard Warner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by hand delivery on this _____ day of February 1998 to the following:

Will Cox, Esq.
Florida Public Service Commission
2540 Shumard Oak Boulevard
Room 370
Tallahassee, FL 32399-0850

Nancy G. White, Esq.
c/o Nancy Sims
150 South Monroe Street
Suite 400
Tallahassee, FL 32301


C. Everett Boyd, Jr.

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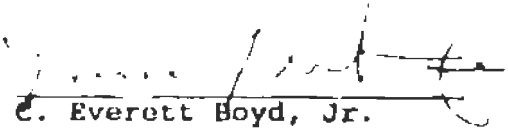
MELISSA CLOSZ
REBUTTAL

CERTIFICATE OF SERVICE

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

Will Cox, Esq.
Florida Public Service Commission
2540 Shumard Oak Boulevard
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Nancy G. White, Esq.
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2/11/98-98
2/6/98