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January 16, 1998

VIA HAND DELIVERY

Honorable Blanca S. Bayo
Director - Records and Reporting
Florida Public Service Commission
Room 110
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: Docket Number ~~001114-TP~~

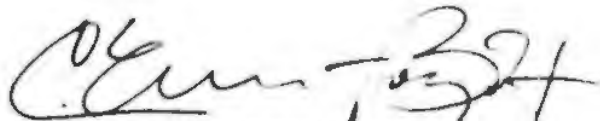
Dear Ms. Bayo:

Enclosed are the original and 15 copies of the following testimony:

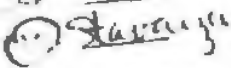
1. Direct Testimony of Melissa L. Cloz; 00972-98
2. Direct Testimony of Mildred A. Graham; and 00973-98
3. Direct Testimony of Richard A. Warner. 00971-98

Also enclosed is a copy of each to be file-stamped and returned to me.

Sincerely,


C. Everett Boyd, Jr.

CH _____
FA _____
APP _____
RAF _____



CEBJr/bc
Enclosures

2 rcc
Ms. Nancy White, BellSouth, w/enclosures, via hand delivery
Will Cox, Esq., Florida PSC, w/enclosures, via hand delivery

1

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TO: Records and Reporting DATE: October 21, 1997
Florida Public Service Commission

FROM: B.C. Moody, Sec'y, to Everett Boyd

COMMENT: Re Docket No. 97-1314-TP (and Docket No. 97-1267-TX): Please
be advised that for Sprint Metropolitan Networks, Inc., the
telephone number is (407) 206-0010; the fax number is (407)
875-0056. Please amend your records to reflect the new
numbers. Thanks - let me know if you need anything further.

Urgent: _____ Reply Requested: _____ For Your Information: X

TOTAL NUMBER OF PAGES: 1 (Including Cover)

FAX PHONE: 413-7118 OPERATOR: RCM

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TO: Records and Reg. ting DATE: October 20, 1997
Florida Public Service Commission

FROM: B.C. Moody, Sec'y, to Everett Boyd

.....

COMMENT: Re Docket No. 97-1314-TP (and Docket No. 97-1257-TL): Please
be advised that the official address for Sprint Metropolitan
Networks, Inc. is 151 South Hall Lane, Suite 300, Maitland,
FL 32751. Please amend your records to reflect the new
address. Thanks - let me know if you need anything further.

.....

Urgent: _____ Reply Requested: _____ For Your Information: X

.....

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FAX PHONE: 413-7118 OPERATOR: BCM

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ORIGINAL

1 **SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP**

2 **SPRINT METROPOLITAN NETWORKS, INC.**

3 **DIRECT TESTIMONY OF MELISSA L. CLOSZ**

4 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

5 **DOCKET ~~971214-TP~~**

6 **JANUARY 16, 1998**

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

9
10 **A. My name is Melissa L. Closz. My business address is 151 Southhall Lane,**
11 **Maitland, Florida 32751.**

12
13 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

14
15 **A. I am employed by Sprint Communications Company Limited Partnership.**
16 **("Sprint") as Director- Local Market Development.**

17
18 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING?**

19
20 **A. I am testifying on behalf of Sprint Communications Company Limited**
21 **Partnership.**

22
23 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK**
24 **EXPERIENCE.**

25
DOCUMENT NUMBER-DATE

00972 JAN 16 98

FPSC-REC. RUC/PLECRING

1 A. I have a Master of Business Administration degree from Georgia State University
2 in Atlanta, Georgia and a Bachelor of Business Administration degree from Texas
3 Christian University in Fort Worth, Texas. I have been employed by Sprint for
4 over six years and have been in my current position since February, 1997. I began
5 my telecommunications career in 1983 when I joined AT&T Long Lines
6 progressing through various sales and sales management positions. In 1989, I
7 joined Sprint's Long Distance Division as Group Manager, Market Management
8 and Customer Support in Sprint's Intermediaries Marketing Group. In this
9 capacity, I was responsible for optimizing revenue growth from products and
10 promotions targeting association member benefit programs, sales agents and
11 resellers. I owned and operated a consumer marketing franchise in 1991 and
12 1992 before accepting the General Manager position for Sprint's Florida unit of
13 United Telephone Long Distance ("UTLD"). In this role, I directed marketing and
14 sales, operational support and customer service for this long distance resale
15 operation. In Sprint's Local Telecommunications Division, in 1993, I was charged
16 with establishing the Sales and Technical Support organization for Carrier and
17 Enhanced Service Markets. My team interfaced with interexchange carriers,
18 wireless companies and competitive access providers. After leading the business
19 plan development for Sprint Metropolitan Networks, Inc. ("SMNI"), I became
20 General Manager in 1995. In this capacity I directed the business deployment
21 effort for SMNI including the establishment of its network infrastructure,
22 marketing and product plans, sales channels and all aspects of operational and
23 customer support. I continued to serve as General Manager for SMNI when it
24 became fully operational. I accepted my current position of Director- Local
25 Market Development in February 1997.

1 Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?

2

3 A. My present responsibilities include representation of Sprint in interconnection
4 negotiations with BellSouth Telecommunications, Inc. ("BellSouth"). In addition,
5 I am responsible for coordinating Sprint's entry into the local markets within
6 BellSouth's states. I also interface with BellSouth's account team supporting
7 Sprint by communicating service and operational issues and requirements,
8 including escalation of service and/or support issues as necessary.

9

10 Q. PLEASE EXPLAIN THE RELATIONSHIP THAT HAS HISTORICALLY
11 EXISTED BETWEEN SPRINT COMMUNICATIONS COMPANY LIMITED
12 PARTNERSHIP AND SPRINT METROPOLITAN NETWORKS, INC., AND THE
13 CURRENT LEGAL STATUS OF SPRINT METROPOLITAN NETWORKS, INC.
14 ("SMNI").

15

16 A. Sprint Communications Company Limited Partnership is a Delaware Limited
17 Partnership. Sprint Metropolitan Networks Inc. was initially established as a
18 subsidiary of Florida Telephone Corporation. Florida Telephone Corporation is a
19 wholly owned subsidiary of Sprint Corporation.

20

21 Sprint Metropolitan Networks was subsequently merged into Sprint
22 Communications Company Limited Partnership. By letter dated September 30,
23 1997, SMNI and Sprint requested that the Florida Public Service Commission
24 ("FPSC") approve the transfer of SMNI's Alternative Local Exchange Company
25 ("ALEC") certificate No. 4390 to Sprint. The Commission issued Order No. PSC-

1 97-1422-FOF-TX dated November 13, 1997 approving the transfer of the SMNI
2 certificate to Sprint Communications Company Limited Partnership, and
3 cancelling that certificate. In addition, the legal entity of Sprint Metropolitan
4 Networks, Inc. was dissolved pursuant to Articles of Dissolution filed with the
5 Florida Secretary of State on October 24, 1997. Accordingly, the business entity
6 that we have previously referred to as "SMNI" is now functioning as part of Sprint
7 Communications Company, Limited Partnership.

8
9 For purposes of clarity, however, and consistency with the Complaint filed with
10 the FPSC on October 10, 1997, I will refer to the business entity that is the focus
11 of this complaint as "SMNI" throughout my testimony.

12
13 **Q. WHAT IS THE STATUS OF SMNI'S INTERCONNECTION AGREEMENT**
14 **WITH BELLSOUTH?**

15 **A** The provisions of Sprint Communications Company Limited Partnership's
16 interconnection agreement with BellSouth apply to SMNI's purchases and
17 interconnection with BellSouth. However, in the spirit of preventing disruption of
18 SMNI and BellSouth ALEC business support processes, Sprint and BellSouth
19 agreed in late September 1997 that operations would continue to be governed by
20 the SMNI interconnection agreement until such time as a transition plan could be
21 identified and implemented. Accordingly, the results reported in Sprint's
22 testimony in this docket will reference the operational performance commitments
23 and performance standards contained in the SMNI interconnection agreement.
24 The transition to operational governance under the Sprint Communications
25 Company Limited Partnership agreement is currently targeted for February,

1 1998.

2

3 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

4

5 A. The purpose of my testimony is to address the Issues identified in the Complaint
6 of Sprint Communications Company Limited Partnership d/b/a Sprint and Sprint
7 Metropolitan Networks, Inc., Against BellSouth Telecommunications, Inc., Docket
8 971314-TP. My testimony will describe the nature of the Issues and provide
9 background information regarding Sprint's efforts to resolve them. I will also
10 describe how the ongoing problems described in the complaint impact Sprint and
11 its ALEC market expansion plans.

12

13 Q. PLEASE DESCRIBE SMNI AND ITS BUSINESS FOCUS.

14

15 A. SMNI was certificated by the FPSC as an ALEC in January, 1996. As previously
16 referenced, SMNI's ALEC certificate was transferred to Sprint Communications
17 Company Limited Partnership. SMNI is a facilities-based local service provider
18 focused primarily on business customers in the Metropolitan Orlando area. SMNI
19 has a limited fiber optic back-bone network with direct fiber connections to a
20 number of commercial buildings and its own central office switch located in
21 downtown Orlando. In order to provide service to those customers in properties
22 not directly served by SMNI's network, SMNI began ordering and provisioning
23 unbundled loops from BellSouth in May 1996. SMNI also relies on BellSouth for
24 the lease of other unbundled network elements including interim number
25 portability, directory listings, CCS7 signaling and interoffice and interconnection

1 trunks.

2

3 Q. WHAT TYPE OF PROBLEMS HAS SMNI EXPERIENCED WHEN
4 ATTEMPTING TO ACQUIRE SERVICE FROM BELLSOUTH?

5

6 A. SMNI has experienced delays in the service order and provisioning processes that
7 have resulted in extended installation intervals and missed customer due dates.
8 BellSouth has also caused numerous service interruptions due to pre-mature
9 service disconnections and inappropriate de-activation of number portability
10 routing instructions and other call completion translations. These problems have
11 damaged SMNI's reputation as a local exchange service provider and weakened its
12 credibility in the marketplace. Moreover, these problems have significantly
13 increased SMNI's operational and acquisition costs, impairing its ability to enter
14 the local exchange market in Florida on a broader scale.

15

16 Q. PLEASE DESCRIBE BELLSOUTH'S PERFORMANCE RELATIVE TO THESE
17 PROBLEMS.

18

19 A. BellSouth is in breach of its interconnection agreement, in violation of cited
20 provisions of the Telecommunications Act of 1996, and has failed to honor certain
21 of its commitments to SMNI. SMNI has relied upon BellSouth's representation
22 that it would comply with the terms and conditions of the Interconnection
23 Agreement, the Telecommunications Act of 1996 and the rules thereunder as
24 promulgated by the Federal Communications Commission ("FCC"), and the
25 commitments made by BellSouth to SMNI. Commission involvement is required

1 to order relief as will be necessary to provide SMNI with a reasonable opportunity
2 to compete for local exchange service business in Florida.

3

4 Q. WHICH PROVISIONS OF THE TELECOMMUNICATIONS ACT OF 1996 HAS
5 BELLSOUTH VIOLATED?

6

7 A. Sections 251 and 252 of the Telecommunications Act of 1996 contain specific
8 provisions providing requirements of Incumbent Local Exchange Companies
9 ("ILECS") in the provision of interconnection to competing local providers.
10 Specifically, Section 252 (c) (2) (C) provides that ILECs have the duty to provide,
11 for the facilities and equipment of any requesting telecommunications carrier,
12 interconnection with the local exchange carrier's network that is at least equal in
13 quality to that provided by the local exchange carrier to itself or to any
14 subsidiary, affiliate, or any other party to which the carrier provides
15 interconnection. Although I am not an attorney and I am not expressing legal
16 opinions or analysis through my testimony, it seems clear from an operational
17 standpoint that the problems experienced by SMNI do not meet the standards for
18 interconnection portrayed in Sections 251 and 252 of the Act.

19

20 Specific Interconnection Agreement breaches will be discussed within the context
21 of the issues discussion presented by Sprint witness Warner.

22

23 Q. PLEASE PROVIDE A BRIEF REVIEW OF SMNI'S ESTABLISHMENT OF
24 INTERCONNECTION WITH BELLSOUTH AND ITS INITIAL EXPERIENCES
25 IN ATTEMPTING TO OBTAIN SERVICE.

1 A. SMNI and BellSouth signed a stipulation and agreement to establish rates, terms
2 and conditions for local interconnection on January 29, 1996. In order to
3 facilitate implementation of the exchange of traffic between SMNI and BellSouth,
4 SMNI and BellSouth signed an operational letter on April 18, 1996, attached as
5 MLC-1 to this testimony.

6

7 Test orders for unbundled loops were first placed with BellSouth in May 1996. In
8 July 1996, SMNI began actively marketing its competitive local telephone service
9 to business customers.

10

11 SMNI began experiencing provisioning problems with BellSouth in August 1996.

12 These problems included: (1) BellSouth failure to acknowledge receipt of faxed
13 orders; (2) BellSouth failure to notify SMNI of errors on orders; (3) BellSouth
14 failure to provide Firm Order Confirmation ("FOC") within 48 hours of order
15 receipt; (4) BellSouth lines inaccurately identified at customer locations; (5)

16 BellSouth refusal to dispatch technicians during cutovers until problems occurred;
17 (6) customers taken out of service in error when cutovers were postponed, and (7)
18 multiple provisioning problems resulting in lengthy installation intervals,
19 sometimes in the 30-60 day range.

20

21 SMNI personnel began attempting to resolve these problems with their
22 operational counterparts at BellSouth in September 1996. When the problems
23 continued into October, these unresolved issues were escalated to the BellSouth
24 account team assigned to provide support to SMNI. SMNI submitted an "Issues
25 List", MLC-2 to this testimony, to the BellSouth order center and account team

1 describing ordering and installation problems encountered.

2

3 In November 1996, SMNI personnel met again with the BellSouth account team
4 to express concern and ask for resolution of the ongoing issues. The BellSouth
5 account team responded with a plan to resolve operational issues and to have all
6 pending orders completed by December 31, 1996. During December, however, the
7 operational problems continued and were escalated by SMNI again to the
8 BellSouth account team.

9

10 By January 1997, a considerable order backlog had accumulated. BellSouth, once
11 again, committed to resolve the backlog problem by January 31, 1997. In addition,
12 BellSouth transitioned its support for SMNI to the account team that works with
13 Sprint's long distance operations in an effort to further improve service.

14

15 When problems continued in February 1997, further escalation was made to the
16 BellSouth account team leader. BellSouth responded that the source of the
17 immediate problem had been identified and resolved and reiterated its
18 commitment to improvement.

19

20 SMNI and BellSouth entered into an interconnection agreement on March 13,
21 1997, effective retroactively to January 1, 1997. This agreement was approved by
22 the Commission on September 23, 1997.

23

24 Q. WHAT IS THE FIRST ISSUE THAT YOU WOULD LIKE TO ADDRESS?

25

1 A. I will address Issue 1, which has been stated as follows:

2

3 Has BellSouth provided Firm Order Confirmation in a timely and accurate
4 manner as agreed to by BellSouth and SMNI? If not, what relief, if any, is
5 appropriate.

6

7 Q. HAS BELLSOUTH FAILED TO PROVIDE FIRM ORDER CONFIRMATION IN
8 A TIMELY AND ACCURATE MANNER AS AGREED TO BELLSOUTH AND
9 SMNI?

10

11 A. Yes. BellSouth has not provided Firm Order Confirmation (FOC) in a timely and
12 accurate manner as agreed to by BellSouth and SMNI.

13

14 Q. PLEASE DEFINE FIRM ORDER CONFIRMATION (FOC).

15

16 A Firm Order Confirmation (FOC) is a notification provided by BellSouth to a
17 customer, in this case, SMNI, that confirms that the customer's order has been
18 received and indicates whether it can meet the desired due date for service.

19

20 Q. HAS BELLSOUTH AGREED TO PROVIDE FOCs TO SMNI WITHIN 48
21 HOURS OF RECEIPT?

22

23 A. Yes. SMNI's Interconnection Agreement with BellSouth states in Section V.E.6,
24 "BellSouth will establish (emphasis added) and adhere to competitive intervals for
25 the delivery of FOCs." Through discussions with BellSouth's account team in late

1 1996, BellSouth committed to providing FOCs to SMNI within 48 hours of an
2 order's receipt.

3
4 SMNI has documented BellSouth's performance with respect to the FOC 48-hour
5 return commitment as shown in MLC-3 to this testimony. Although BellSouth's
6 performance has improved with time, it has still failed to meet this commitment
7 every month. Despite nominal order quantities as recently as December 1997,
8 when only eleven orders were processed, BellSouth failed to provide FOCs within
9 48 hours 36% of the time. Sprint witness Graham will discuss these results in
10 detail.

11
12 **Q. WHAT HAS BEEN THE IMPACT OF BELLSOUTH'S FAILURE TO PROVIDE**
13 **TIMELY FOCs TO SPRINT AND ITS CUSTOMERS?**

14
15 Sprint's operating costs have been significantly increased due to BellSouth's
16 failure to return timely FOCs because its personnel have expended significant
17 time repeatedly calling BellSouth to check order status. Sprint has further lost
18 credibility with its customers because it has been unable to confirm to its
19 customers whether or not their desired installation dates can be met. The
20 result has been that Sprint's reputation for service comparable to BellSouth is
21 severely damaged. Such damage has caused SMNI to halt further market
22 expansion plans until BellSouth demonstrates it can provide wholesale service
23 that enables SMNI to provide quality service to its customers. Moreover,
24 customers have been inconvenienced because they have had to wait to coordinate
25 arrangements connected with service installation until they have received

1 confirmation of due dates from Sprint.

2

3 Q. HAS SPRINT COMMUNICATED TO BELLSOUTH ITS CONCERNS ABOUT
4 BELLSOUTH'S FAILURE TO PROVIDE TIMELY FOC'S?

5

6 A. Yes. On multiple occasions, either by telephone, in face-to-face meetings, or in
7 writing, Sprint has communicated its concerns regarding this matter to BellSouth.

8

9

10 On January 23, 1997, an executive level meeting was held between BellSouth and
11 Sprint at which concerns about BellSouth's performance in meeting the 48-hour
12 FOC commitment were addressed. BellSouth expressed its intent to meet the 48-
13 hour commitment and indicated that it would be measuring progress toward this
14 goal.

15

16 On April 18, 1997, I sent a letter, Attachment MLC-4, to the leader of the Sprint
17 account team, Ms. Carol Jarman, Assistant Vice President-BellSouth, expressing
18 concern regarding BellSouth's failure to meet the 48-hour FOC commitment. Ms.
19 Jarman's response, Exhibit MLC-5, dated April 25, 1997, indicated that BellSouth
20 was adding resources to meet the 48-hour commitment. She further suggested
21 that SMNI's transition to the use of EXACT, an electronic interface offered by
22 BellSouth for transmission of Access Service Requests ("ASRs"), would reduce
23 some of the processing delays experienced by SMNI. Notwithstanding SMNI's
24 subsequent transition to EXACT, however, SMNI continued to experience missed
25 due dates.

1 On May 1, 1997, Mr. George Head, Sprint's Vice President-Local Market
2 Integration, wrote to BellSouth's Mr. Joe Baker, Vice President- Interconnection
3 Sales, to express his concerns regarding Ms. Jarman's letter, as shown in Exhibit
4 MLC-6. Mr. Head noted that Sprint "does not consider 48 hour turn around to
5 be an acceptable performance level. In a manual environment, Sprint believes
6 that 24 hours is readily achievable. When automated processes are implemented,
7 a 4 hour turnaround is expected and achievable. Absent this level of performance,
8 BellSouth will be unable to meet its obligation to serve CLECs with the same
9 speed and quality with which it serves its end user customers."

10
11 BellSouth responded in a May 5, 1997 letter from Mr. Joe Baker to Sprint's
12 George Head, shown as MLC-7. Mr. Baker discussed several actions being taken
13 by BellSouth to improve its service to SMNI and confirmed BellSouth's
14 commitment to meeting the 48-hour interval for FOC return.

15
16 On June 24, 1997, at Sprint's request, Sprint and BellSouth met at BellSouth's
17 offices in Birmingham, Alabama to discuss current process improvement
18 procedures being implemented by BellSouth to meet its obligations to provide
19 timely FOCs to SMNI. I personally participated in these discussions with
20 BellSouth at the June 24 meeting in Birmingham, Alabama. BellSouth once
21 again reiterated its commitment to meeting the 48-hour FOC commitment.

22
23 Q. IS BELLSOUTH MEETING ITS 48-HOUR FOC COMMITMENT?
24

1 A. No. As stated previously, BellSouth continues to miss its commitment.

2

3 Q. WHAT RELIEF DOES SPRINT BELIEVE IS APPROPRIATE?

4

5 A. Sprint believes that Commission order of several measures is appropriate. First,
6 Sprint requests that the Commission order BellSouth to honor its commitment to
7 provide FOCs in a timely and accurate manner, through whatever resource
8 additions, process improvements, or other actions BellSouth deems necessary,
9 pursuant to its commitment to SMNI to issue FOCs within 48 hours of order
10 receipt.

11

12 Sprint further requests that the Commission open a generic docket to establish
13 performance measurements and service quality standards governing the
14 provisioning of wholesale services. Sprint believes that this is necessary so that
15 ALECs can provide their customers with service that is equal in quality to the
16 service consumers have come to expect from local telephone companies. Sprint
17 submits that timely return of FOCs will be an important component of such
18 performance measurements.

19

20

21 Q. HAS BELLSOUTH FAILED TO IDENTIFY PROVISIONING PROBLEMS IN A
22 TIMELY MANNER TO ENABLE SMNI TO MEET CUSTOMER DUE DATES
23 AT PARITY WITH THE SERVICE PROVIDED BY BELLSOUTH TO ITS
24 RETAIL CUSTOMERS?

25

1 A. Yes. BellSouth has repeatedly failed to notify SMNI in a timely manner of
2 facilities issues which prevent SMNI from meeting its customer's desired due
3 date. Such failure to provide timely notification prevents SMNI from advising its
4 customer of a due date change until after the customer has scheduled other
5 vendors or work activities around the original due date.

6

7 In addition to these late facilities problem notifications, BellSouth has also been
8 reluctant to provision SMNI orders where certain network equipment
9 configurations exist with BellSouth's network. These situations include customers
10 whose BellSouth services are provisioned utilizing a Digital Access Cross-Connect
11 mapped Integrated Subscriber Line Concentrator ("DACS mapped Integrated
12 SLC"), orders for non-designed sub-loops and orders that must cross-connect at
13 SMNI's collocation in BellSouth's Magnolia central office.

14

15 Q. WHAT IMPACT DO THESE PROBLEMS HAVE ON SPRINT AND ITS
16 CUSTOMERS?

17

18 A. When the due date has been established and must subsequently be changed,
19 significant duplication of work effort is required by SMNI personnel to change
20 orders, to reschedule installation personnel and often, to re-negotiate the entire
21 installation with the customer. These changes also create significant end user
22 customer dissatisfaction since time-consuming coordination of service cut-over
23 personnel, such as telephone equipment vendors, is often required. Moreover,
24 these incidents cause Sprint to appear inept and unresponsive to its customers.

25

1 In those situations where BellSouth has expressed reluctance to provision certain
2 types of orders, significant frustration results for the sales personnel trying to
3 satisfy customer expectations and the implementation personnel attempting to
4 facilitate the service installation. Costs are increased due to the additional
5 resources required to negotiate completion of the orders. The end result is
6 inevitably an extended installation interval. This damages the customer's
7 perception of Sprint's service before it is even installed and tarnishes Sprint's
8 credibility by raising doubt as to Sprint's ability to manage the service installation
9 process.

10
11 Q. HAS SPRINT COMMUNICATED ITS CONCERNS REGARDING LATE
12 NOTIFICATION OF FACILITIES ISSUES TO BELL SOUTH?

13
14 A. Yes. On multiple occasions, through individual conversations, conference calls as
15 well as in writing, Sprint has communicated its concerns to BellSouth.

16
17 My April 18, 1997 letter to BellSouth's Ms. Carol Jarman, MLC-4 raises
18 provisioning problem concerns, as does my May 19, 1997 letter, MLC-8. Facilities
19 issues were also discussed at the June 24, 1997 executive meeting in Birmingham
20 referenced earlier. Facilities issues are continually raised as significant in
21 discussions with BellSouth account team members. Despite having received
22 executive level attention within both Sprint and BellSouth, the problems
23 referenced earlier either continue to occur or loom as future obstacles since
24 suitable solutions have not yet been implemented. While SMNI appreciates the
25 technical issues that must be dealt with when ALEC services are provisioned,

1 SMNI believes that facilities issues can be identified and resolved expeditiously in
2 the BellSouth retail environment. BellSouth owns, controls and has full access to
3 the information that would enable such issues to be identified and resolved.

4 SMNI is at the mercy of BellSouth to provide timely notification of facilities issues
5 in order to meet customer due dates and provide the service installation in parity
6 with what would be expected of BellSouth. Moreover, these problems are
7 illustrative of BellSouth's lack of adequate processes as are necessary to
8 successfully provide ALECs unbundled network elements.

9
10 Q. WHAT RELIEF DOES SPRINT BELIEVE IS APPROPRIATE?

11
12 A. Sprint requests that the Commission order BellSouth to notify SMNI, within 48
13 hours of order receipt, of facilities limitations and/or provisioning problems in
14 connection with SMNI service requests. Such notification will enable SMNI, in
15 the vast majority of situations, to make installation commitments to its customers
16 that it can be confident it can honor.

17
18 Sprint further requests that the Commission order BellSouth to establish an
19 expedite procedure and an escalation procedure for loop order processing, such
20 that clearly defined contact points and time frames are identified to insure loop
21 order processing commitments are met as required by the Interconnection
22 Agreement.

23
24 Q. HAS BELL SOUTH DISCONNECTED CUSTOMERS SEEKING TO MIGRATE
25 TO SMNI SERVICE PRIOR TO THE DESIGNATED CUT OVER DATE? IF SO,

1 WHAT RELIEF IF ANY, IS APPROPRIATE?

2

3 A. Yes. SMNI customers have been subjected to untimely disconnections associated
4 with the service conversion process. On numerous occasions, BellSouth has been
5 unable to stop service disconnection orders from being processed when the
6 cutover to SMNI service has been delayed. In this scenario, BellSouth issues
7 internal orders to disconnect the customer's BellSouth service immediately prior
8 to the activation and turn-up of the local loop(s) used to provision the "new"
9 service provided by SMNI. When a cutover is delayed, BellSouth must cancel the
10 disconnect order and reissue a new disconnect order with a revised due date. On
11 numerous occasions, BellSouth has failed to cancel a disconnect order and reissue
12 a new disconnect order. The result is that the customer's service is disconnected
13 prior to the scheduled SMNI service cutover.

14

15 Q WHAT IS THE IMPACT TO SPRINT AND ITS CUSTOMERS WHEN
16 SERVICES ARE INAPPROPRIATELY DISCONNECTED?

17

18 A. The affected customer is left without telephone service until it can be re-activated
19 by BellSouth. For the business customers that SMNI seeks to serve, this is
20 extremely disruptive and can have a tremendously negative impact on the
21 customer's business operations, reputation and revenue. For Sprint, operating
22 costs are increased when resources must be diverted to facilitate service re-
23 establishment and to re-build customer confidence in Sprint's ability to deliver
24 quality service. These service outages damage SMNI's reputation and impede its
25 ability to establish and expand its competitive local service offerings in central

1 Florida. They act as a deterrent to switching to an ALEC and damage SMNI's
2 credibility with respect to managing the service conversion process.

3
4 Q. IS LATE NOTIFICATION BY SPRINT TO BELLSOUTH OF THE NEED TO
5 RESCHEDULE A CUTOVER THE CAUSE OF THESE INAPPROPRIATE
6 SERVICE INTERRUPTIONS?

7
8 A. No. Service conversions may be rescheduled at any time and for any reason.
9 Most notably, the customer may request that the service installation date be
10 changed based on business needs right up to the time of the scheduled conversion.

11 It is ludicrous to suggest that the response to a customer's request to reschedule
12 a service conversion would be, "we can try, but you may be disconnected if we
13 can't stop the orders." The real problem is that BellSouth has not modified its
14 systems and processes to allow service disconnection orders to be rescheduled in a
15 timely fashion. Moreover, the involvement of multiple internal departments
16 within BellSouth in the service conversion and the heavy reliance upon manual
17 processes has resulted in failure to properly re-issue orders due to human error.
18 The facts of the SMNI service disconnection incidents will show that the majority
19 of the delays were necessary because BellSouth discovered it could not meet its
20 Committed Due Date (CDD) just prior to the installation date due to engineering
21 or facilities problems. Sprint witness Graham will be discussing these service
22 disconnection incidents in more detail.

23
24 Q. WHAT RELIEF DOES SPRINT BELIEVE IS APPROPRIATE?

25

1 A. Sprint believes that the Commission should order BellSouth to immediately
2 modify its methods, procedures and systems for handling customer migrations to
3 an ALEC, such as SMNI, so that customers will not suffer an inappropriate
4 disconnection, service interruption or outage. BellSouth must be required to
5 establish a process that will enable service disconnection orders to be stopped,
6 regardless of the timing or reason for the request.

7

8 Q. HAS BELL SOUTH CAUSED SERVICE INTERRUPTIONS TO SMNI
9 CUSTOMERS DUE TO CALL ROUTING ERRORS, TRANSLATIONS
10 PROBLEMS OR FAILURE TO PROPERLY IMPLEMENT INTERIM NUMBER
11 PORTABILITY? IF SO, WHAT RELIEF, IF ANY, IS APPROPRIATE?

12

13 A. Yes. SMNI has experienced service interruptions on numerous occasions resulting
14 from BellSouth call routing errors, translations problems and failure to properly
15 provision and implement number portability. These incidents have prevented
16 calls from being completed to SMNI customers.

17

18 When call routing, translations or interim number portability instructions within
19 BellSouth's network are entered incorrectly, modified in error or deleted in error,
20 BellSouth's network systems do not know how to process the calls. Lacking such
21 direction, network recordings are played for the caller such as, "This number is no
22 longer in service," or "This number cannot be completed as dialed." Accordingly,
23 those individuals trying to call SMNI customers were not able to reach them, but
24 instead, heard these recorded messages.

25

1 Q. WHAT IS THE IMPACT TO SPRINT AND ITS CUSTOMERS OF THESE
2 SERVICE INTERRUPTIONS?

3
4 A. These incidents have been both embarrassing and financially damaging to Sprint
5 customers. Callers that heard "This number is no longer in service" when placing
6 their calls may have assumed that the Sprint customer had gone out of business.
7 Though the assumption is not true, it may have resulted in a damaged reputation
8 for the business and/or lost business opportunity if the prospect or customer
9 didn't call back. For Sprint customers that rely upon the phone for order
10 processing, such as catering companies or restaurants, business was lost because
11 customers could not reach the Sprint customer to make a reservation or place an
12 order.

13
14 Q. HAS SPRINT COMMUNICATED ITS CONCERNS ABOUT THESE NETWORK
15 INTERRUPTIONS TO BELLSOUTH?

16
17 A. Yes. Sprint expressed concern about the nature of these outages and the
18 potential for their reoccurrence at the time of the incidents, in telephone
19 conversations subsequent to the incidents, in face-to-face meetings with BellSouth
20 and in writing.

21
22 Q. PLEASE DESCRIBE THE COMMUNICATIONS THAT HAVE TAKEN PLACE
23 REGARDING THIS PROBLEM AND SPRINT'S PERSPECTIVE ON THE
24 SOLUTIONS THAT HAVE BEEN PRESENTED.

25

1 A. In a letter dated June 18, 1997 from Mr. George Head, Sprint Vice President-
2 Local Market Integration, to BellSouth's Mr. Joe Baker, Vice President-Sales,
3 MLC-9. Mr. Head expressed "serious concern regarding recent service problems
4 in Orlando, Florida" and asked BellSouth to identify what "irreversible corrective
5 action" would be taken to prevent further reoccurrences. He noted three separate
6 incidents in which SMNI customers were impacted dated May 19, May 30 and
7 June 6. Mr. Head noted, "These errors by BellSouth have resulted in service
8 deficiencies that have damaged Sprint's relationships with its end user customer
9 and are impeding Sprint's ability to establish itself as a local service competitor in
10 Central Florida." He asked for a review and analysis of the situation at an
11 executive meeting scheduled for June 24, 1997 at BellSouth's Birmingham offices.

12
13 At the June 24, 1997 meeting, BellSouth reviewed the outage and presented
14 several actions that were being discussed and/or taken to prevent further
15 occurrences. Meeting hand-outs prepared by BellSouth are shown as MLC-10 to
16 this testimony and included such things as additional employee training and
17 isolating CLEC translations groups within a range of translations identifiers. The
18 "permanent" solution was identified as a "software patch providing password
19 protect capability against removal of Switch Facility Group." This would ensure
20 that "human error" would not result in recurring incidents. To Sprint's
21 knowledge, this "software patch" has not been implemented, leaving SMNI and
22 other CLEC customers vulnerable to future outages caused by human error.

23
24 This vulnerability was most vividly demonstrated when local number portability

1 instructions were once again taken out BellSouth's systems in error in the late
2 afternoon of June 24, shortly after the conclusion of the executive meeting. Every
3 customer served off of BellSouth's Magnolia LAESS switch with number
4 portability was impacted by this outage.

5
6 At Sprint's request, BellSouth's Mr. Joe Baker issued a letter on July 1, 1997 to
7 Sprint that could be used by SMNI sales personnel to present to affected
8 customers, if needed, confirming that BellSouth was responsible for the latest
9 service interruption. See MLC-11, attached to this testimony. Ms. Carol Jarman
10 of BellSouth followed up with a letter on July 8, 1997, MLC-12 to further explain
11 the June 24th incident and to provided guidelines that BellSouth had implemented
12 to prevent "future removal of SFGs in error." Ms. Jarman's letter notes, "...our
13 staff is currently working with Lucent Technologies to provide a permanent
14 solution which will prevent SFG removal without complex translations
15 involvement and we will status you on that as soon as possible." Once again, to
16 Sprint's knowledge, the permanent solution that was to be provided by Lucent
17 Technologies has not been implemented.

18
19 While Sprint appreciates BellSouth's willingness to take responsibility for the
20 service outages and to take interim steps toward eliminating such outages in the
21 future, it is of little comfort to SMNI customers who have just endured another
22 outage. These outages represent the substantial risk that exists for SMNI and
23 other facilities-based CLECs utilizing interim number portability since there has
24 been no permanent solution implemented to prevent these outages from
25 recurring. Until such a permanent solution is implemented, the risk of service

1 interruption will continue to be much greater for CLEC customers than the risk
2 of service interruption to BellSouth customers.

3
4 Q. WHAT RELIEF DOES SPRINT BELIEVE IS APPROPRIATE?

5
6 A. Sprint believes that the Commission should order BellSouth to implement a
7 permanent solution that will prevent software instructions for SMNI call routing
8 from being removed or revised in error.

9
10 The Commission should also order BellSouth to develop procedures to implement,
11 maintain and restore local number portability such that SMNI customer services
12 will not be inappropriately interrupted. This will enable SMNI to have confidence
13 that its customers' service is not at risk of interruption due to human error or
14 unauthorized changes.

15
16 Sprint believes that these actions are required by the Interconnection Agreement
17 which states, Section IV.E.1, "At a minimum, the service quality of leased network
18 elements should match that of BellSouth's own elements and conform to all
19 Bellcore and SMNI requirements applicable to the type of service being provided."

20
21 Q. HAS BELLSOUTH PROVIDED INSTALLATION INTERVALS FOR SERVICE
22 ESTABLISHED VIA UNBUNDLED LOOPS IN ACCORDANCE WITH THE
23 INTERCONNECTION AGREEMENT WITH SMNI? IF NOT, WHAT RELIEF,
24 IF ANY, IS APPROPRIATE?

25

1 A. No. BellSouth has not provided installation intervals for service established via
2 unbundled loops in accordance with the Interconnection Agreement.

3

4 Q. WHAT DOES THE INTERCONNECTION AGREEMENT SAY ABOUT
5 INSTALLATION INTERVALS?

6

7 A. Section IV.D.1 states:

8

9 "Installation intervals for service via unbundled loops will be handled in the same
10 timeframe as BellSouth provides services to its own customers, as measured from
11 date of customer order to date of customer delivery. BellSouth will make best
12 efforts to install unbundled loops and other network elements by the Customer
13 Desired Due Date ("CDDD")."

14

15 Q. HAS BELL SOUTH INSTALLED SMNI SERVICES IN THE SAME TIMEFRAME
16 AS IT INSTALLS SERVICES FOR ITS OWN CUSTOMERS?

17

18 A. Although SMNI has not been provided any data by BellSouth to indicate the
19 installation intervals it experiences when providing services to its own customers,
20 we do not believe that installation intervals are being provided "in the same
21 timeframe as BellSouth provides services to its own customers." SMNI's
22 experiences in processing unbundled loop orders with BellSouth have shown that
23 there are multiple occasions when due dates are missed due to BellSouth reasons.
24 This is caused SMNI to lack confidence in BellSouth's ability to consistently meet
25 its commitments. Missed due dates damage SMNI's credibility with customers as

1 a quality service provider. In order to create an environment where SMNI can
2 sustain its reputation and have reasonable level of confidence that it can meet
3 customer commitments, SMNI sales representatives routinely quote 30-45 day
4 installation intervals when meeting with prospective customers. Moreover,
5 because of hte lack of confidence in BellSouth's ability to install services within
6 the intervals that BellSouth quotes as standards for unbundled loops, SMNI sales
7 and service representatives routinely issue orders with intervals well in excess of
8 the quoted standard, such that the chance of meeting the due date will be
9 increased. Accordingly, unbundled loop orders are rarely issued with BellSouth's
10 "target" provisioning intervals.

11
12 Q. EVEN WITH THESE EXTENDED INTERVALS, DOES BELLSOUTH
13 CONSISTENTLY MEET ORDER DUE DATES?

14
15 A. No. Fourteen of the 60 service installations that occurred in October through
16 December 1997, or 23.3%, were not accomplished on the scheduled due date due
17 to BellSouth-controlled reasons. Sprint witness Graham will discuss this in more
18 detail.

19
20 Q. WHAT RELIEF DOES SPRINT BELIEVE IS APPROPRIATE?

21
22 A. Sprint believes that the Commission should institute an investigation into
23 BellSouth's retail operations to determine BellSouth's current provisioning
24 intervals for BellSouth retail customers and require BellSouth to demonstrate
25 that services are provisioned for SMNI at parity with services BellSouth provides

1 to its own end users. Sprint believes that this is required to monitor BellSouth's
2 compliance with the terms of the Interconnection Agreement with states, Section
3 IV.D.1:

4
5 *Installation intervals for service established via unbundled loops will be handled
6 in the same timeframe as BellSouth provides as services to its own customers, as
7 measured from date of customer order to date of customer delivery. BellSouth
8 will make best efforts to install unbundled loops and other network elements by
9 the Customer Desired Due Date ("CDDD").

10
11 Sprint further requests that the Commission order BellSouth to file periodic
12 reports concerning its current provisioning intervals to its end users as compared
13 to its actual performance in providing services to ALECs.

14
15 The Commission should further order BellSouth to immediately devote adequate
16 resources to the operation of its Local Carrier Service Center to insure that orders
17 received from SMNI can be processed on a timely basis, with the same degree of
18 reliability and within the identical time frame as BellSouth provides service to its
19 own end users.

20
21 Q. PLEASE SUMMARIZE YOUR TESTIMONY.

22
23 A. BellSouth has failed to comply with the terms of its Interconnection Agreement
24 with SMNI and has failed to honor certain other commitments to SMNI. Such
25 failures have negatively impacted the quality of service that SMNI is able to

1 provide its customers, consequently damaging SMNI's reputation and credibility
2 in the marketplace. The problems caused by BellSouth's failure to perform have
3 significantly increased SMNI's operational and acquisition costs, impairing its
4 ability to enter the local exchange market in Florida on a broader scale.

5
6 BellSouth has failed to provide Firm Order Confirmations (FOCs) in a timely and
7 accurate manner as established by the Interconnection Agreement. Sprint
8 requests that the Commission order BellSouth to honor its commitment to
9 provide FOCs within 48 hours of receipt. Sprint further requests that the
10 Commission open a generic docket to establish performance measurements and
11 service quality standards governing the provisioning of wholesale services.

12
13 BellSouth has failed to identify provisioning problems in a timely manner to
14 enable SMNI to meet customer due dates at parity with the service provided by
15 BellSouth to its retail customers. Sprint requests that the Commission order
16 BellSouth to notify SMNI within 48 hours of order receipt of facilities limitations
17 and/or provisioning problems in connection with SMNI service requests. Sprint
18 further requests that the Commission order BellSouth to establish an expedite
19 procedure and an escalation procedure for loop order processing to ensure that
20 Interconnection Agreement order processing commitments are met.

21
22 BellSouth has also disconnected customers seeking to migrate to SMNI service
23 prior to the designated cut over date. Sprint requests that the Commission order
24 BellSouth to immediately modify its methods, procedures and systems for SMNI
25 customer migrations such that customers will not experience inappropriate service

1 interruptions. BellSouth must also be required to establish a process to enable
2 service disconnection orders to be stopped.

3

4 BellSouth has caused service interruptions to SMNI customers due to call routing
5 errors, translations problems or failure to properly implement interim number
6 portability. Sprint requests that the Commission order BellSouth to implement a
7 solution that will prevent software instructions for SMNI call routing from being
8 removed or revised in error. The Commission should also order BellSouth to
9 develop procedures to implement, maintain and restore local number portability
10 such that SMNI customer services will not be inappropriately interrupted.

11

12 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

13

14 A. Yes, it does.

15

16

17

18

19

20

21

22

23

24

25

EXHIBIT

MLC-1



Box 162922 M/C 4180
Altamonte Springs, Florida 32716-2922
Phone 407 875 1142
Fax 407 875 2489

Melissa L. Cloz
General Manager
Sprint Metropolitan Networks, Inc

April 18, 1996

Mr. Robert Scheye
Senior Director
Strategy Development Core Business
BellSouth Telecommunications
675 Peachtree Street, N.E.
Atlanta, Georgia 30375

Dear Mr. Scheye:

Sprint Metropolitan Networks, Inc. and BellSouth Telecommunications have signed a stipulation for the purpose of interconnecting the networks of the companies and facilitating the introduction of local exchange competition.

The intent of the stipulation is to provide the framework to allow our two companies to move forward in a spirit of cooperation as we mutually determine the specifics of the operating requirements.

Sprint Metropolitan Networks, Inc. has a targeted implementation date of May 1, 1996. Our companies have been working together to prepare the technical requirements for the exchange of traffic and upon completion of this letter, implementation can proceed.

Please sign both originals and return one to SMNI.

Thank you for your quick response.

BellSouth Telecommunications, Inc.

By Robert Scheye
(Authorized Signature)

Name: ROBERT C SCHEYE
(Print or Type)

Title: SR DIR

Date: 4/29/96

Sprint Metropolitan Networks, Inc.

By Melissa L. Cloz
(Authorized Signature)

Name: Melissa L. Cloz

Title: General Manager

Date: 4-18-96

EXHIBIT

MLC-2

SMNI - BellSouth Discussion List
10/28/96

1. Establish local or toll-free 'conference call number' for coordination of cutovers
Today, the conference call number is long distance to area code 205. The majority of the participants are local OSP, Central Office and management personnel. Establishing a local or 'toll free' number would benefit the local participants.
2. Coordination of cutovers
Provide a list of contacts for SMNI to use during cutovers. Establish procedures for SMNI to directly contact different departments involved in provisioning service order requests and cutover of services.
3. Establish a set interval for service orders.
Set tentative timelines to be used when ordering services that will enable Due Dates to be established at the time the services are ordered. Such as; An order for DS0, end to end will take 5 working days to install. An order for DS1 through the Magnolia Colocate will take 7 working days to install. An order for DS0 at the customer location, provisioned on a DS1 from Lakemary through the Magnolia Colocate will take 8 working days to install. A request to 'hotcut' a customer with 50 lines will take 10 working days to provision and coordinate. These dates are not meant to be suggested time frames, just 'off the cuff' examples of needed information.
4. Ability to test lines prior to the cut dates.
During the 'hotcut' for Fry, Hammond & Barr on 10/24, the BellSouth ACAG center began testing of the SMNI circuits at 5:30 using the 'SMAS' points. This test verified the SMNI distance and line from SMNI CO to the SMAS point (probably in the BellSouth CO). Then testing was done from the customer location to the SMAS point. This process took the majority of the time spent during the entire cutover, approximately 1 - 1 1/2 hours. Once completed, the BellSouth CO was instructed to disconnect the IFR line and connect the DS0. Then number portability was enabled by the RCMAG group. This only took about 30 minutes.
 - A. SMNI would prefer to test the SMNI loop (from the SMNI CO to the BellSouth end central office SMAS point) prior to the cutover.
 - B. Also, of the three customers already cutover in Magnolia area:
 - Constline - duplicate facilities installed prior to cutover
 - Knight Images - new customer with new facilities installed for DSU's
 - Fry, Hammond - 'hotcut' of existing facilities
 all three cutovers have resulted in trouble being found on the BellSouth DS0 circuits used to deliver the SMNI dialtone. These DS0 circuits should be properly tested and accepted by BellSouth prior to the cut.

"Pre testing" of the circuits by BellSouth and SMNI would speed up cutovers and decrease trouble reports and service problems, and lower 'downtime' of the customers service, resulting in better productivity and customer service during cutovers.
5. Access CSR, Customer Service Record
Establish process to request and receive CSR information in a timely manner. Delivery of information could be accomplished utilizing fax or Internet/electronic mail system. Temporary process involves processing request to BellSouth COG, who in turn prints record and faxes or uses overnight delivery service.
6. Exchange list of contacts, for informational and informal requests, including phone numbers, Email addresses, after hours numbers, local contacts (BellSouth), emergencies numbers, etc.

EXHIBIT

MLC-3

BellSouth FOC Problems April 1997

APRIL 1997

FOC PROBLEMS (OVER 48 HOURS)

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

Total ASRs Submitted: 19
Total FOCs Received Within 48 Hours: 1
Percent of FOCs Received Within 48 Hours: 5%

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer A	N001895	04/04/97	04/10/97	5	05/12/97
Customer B	N001800	04/16/97	04/21/97	4	05/28/97
Customer C	N002008	04/24/97	04/28/97	3	04/29/97
Customer D	N001100A	04/02/97	04/10/97	6	04/26/97
Customer E	N001100	04/02/97	04/10/97	7	04/21/97
Customer F	N001574	04/07/97	04/11/97	5	04/23/97
Customer G	N004310	04/14/97	04/18/97	5	06/25/97
Customer H	N006062B	04/10/97	04/16/97	5	04/28/97
Customer I	N000155	03/31/97	04/08/97	7	04/18/97
Customer J	N010883	04/07/97	04/14/97	6	05/05/97
Customer K	N005280	04/10/97	04/15/97	4	04/17/97
Customer L	N006482	04/16/97	04/21/97	4	05/01/97
Customer M	N007200A,B	03/17/97	04/09/97	18	04/18/97
Customer N	N007491	04/04/97	04/09/97	4	04/15/97
Customer O	N004576	04/04/97	04/09/97	4	04/17/97
Customer P	N00744A	04/01/97	04/09/97	7	04/14/97
Customer Q	C000555	04/14/97	04/22/97	7	04/23/97
Customer R	N005200	04/08/97	04/16/97	7	04/24/97

Market No. 971314-TP
 Exhibit No. MLC-3
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BellSouth FOC Problems May 1997

May 1997

FOC PROBLEMS (OVR 48 HOURS)

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

Total ASRs Submitted: 16
Total FOCs Received Within 48 Hours: 8
Percent of FOCs Received Within 48 Hours: 50%

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer A	N004337	05/20/97	05/23/97	4	06/24/97
Customer B	N001764	05/09/97	05/16/97	6	07/02/97
Customer C	N005858	04/21/97	05/06/97	12	05/07/97
Customer D	N002002, A	05/19/97	05/23/97	5	06/05/97
Customer E	N003220	05/02/97	05/08/97	5	05/22/97
Customer F	N001033	04/18/97	05/06/97	13	06/19/97
Customer G	C001043	05/20/97	05/28/97	7	06/03/97
Customer H	N000374A	05/09/97	05/20/97	8	06/11/97

Docket No. 971314-TP
 Exhibit No. MLC-3
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Revised 12/16/97

BellSouth FOC Problems June 1997

June 1997

FOC PROBLEMS (OVER 48 HOURS)

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

Total ASRs Submitted 15
Total FOCs Received Within 48 hours 4
Percent of FOCs Received Within 48 Hours 27%

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer A	barr ds1	06/24/97	06/26/97	3	08/01/97
Customer B	N002661	05/23/97	06/02/97	6	06/20/97
Customer C	centralst ds0	06/17/97	06/27/97	9	07/03/97
Customer D	N005750	05/30/97	06/04/97	4	06/12/97
Customer F	N007900A	06/05/97	06/11/97	5	07/18/97
Customer G	lakehi ds0	06/17/97	06/23/97	4	07/12/97
Customer H	N007900B	06/05/97	06/11/97	5	07/18/97
Customer I	story ds0	06/05/97	06/11/97	5	07/15/97
Customer J	N009146	06/11/97	06/25/97	11	06/19/97
Customer K	C009145/46	06/11/97	06/20/97	11	06/27/97

Packet No 971314-TP
Exhibit No. MLC-3
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BellSouth FOC Problems September 1997

September 1997

FOC PROBLEMS (OVER 48 HOURS)

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

Total ASRs Submitted: 12
Total FOCs Received Within 48 Hours: 7
Percent of FOCs Received Within 48 Hours: 58%

^ This was a verbal FOC, paper not received.

* BellSouth did not submit FOC due to their policy on Access orders. When BellSouth receives an order for access service instead of an unbundled loop, the order is worked through BellSouth's ICSC Department. The ICSC Department's policy is not return FOC, when the request is 0-4 days prior to the migration date. Instead, they commit to expedite processing the order the day the order is received and Sprint is to be notified 24 hours prior to the migration date of any facility problems.

If BellSouth receives an order for access service (which will be worked by their ICSC Department) 5 days or more prior to the migration date the ICSC Department will then issue an FOC. As detailed, in September's Facility Problems, BellSouth's system is flawed, as they failed in their commitment to notify Sprint 24 hours prior to migration of facility problems. Therefore, without receipt of an FOC when any ASR is submitted to BellSouth, Sprint cannot be guaranteed of facility availability prior to migration date.

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer A	Control.bn	09/15/97	09/18/97	3	09/26/97
Customer B	N001950	09/25/97	09/29/97	4	09/30/97
*Customer C	NSIGT10	09/26/97	10/01/97	5	10/01/97
*Customer D	OTC.ds1	09/23/97	NO FOC	*Did not receive FOC	10/02/97
*Customer E	Access.ds1	09/12/97	No FOC	* Did not receive FOC	09/22/97

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October FOC Problems

BellSouth FOC Problems
October 1997

FOC PROBLEMS (OVER 48 HOURS)

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

Total ASRs Submitted 21
Total FOCs Received Within 48 Hours 19
Percent of FOCs Received Within 48 Hours 90%

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer P	N47817197/C33628197	10/6/97	10/9/97	3	10/15/97
Customer Q	Rolledso.vw	10/27/97	10/30/97	3	10/31/97

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Exhibit No. MLC-3
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Revised 12/15/97

**BellSouth FOC Problems
November 1997**

FOC PROBLEMS (OVER 48 HOURS)

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

Total ASRs Submitted 22
Total FOCs Received Within 48 Hours 18
Percent of FOCs Received Within 48 Hours 82%

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer S	TWC ds3	10/14/97	10/25/97	11	11/05/97
Customer M	2E018E	11/6/97	11/11/97	6	11/12/97
Customer T	N007676	10/28/97	11/13/97	14	11/21/97
Customer U	N851000	10/30/97	11/12/97	11	11/21/97

Revised 12/2/97

December FOC Problems

**BellSouth FOC Problems
December 1997**

FOC PROBLEMS (OVER 48 HOURS)

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

Total ASRs Submitted 11
Total FOCs Received Within 48 Hours 7
Percent of FOCs Received Within 48 Hours 64%

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer V	LKMYHILTO	11/11/97	11/14/97	3	12/09/97
Customer W	PULAUBRI.TA	11/19/97	11/24/97	3	12/09/97
Customer X	HILTON.DS02	12/3/97	12/8/97	3	12/16/97
Customer Y	ORLUTH5DS0.CR	12/11/97	12/17/97	4	12/18/97

Revised 12/2/97

EXHIBIT

MLC-4



Melissa Chasz
Director of Local Market Development

Local Market Integration
11 Southhall Lane, Suite 400
Woodland, IL 62595
Voice: 618-753-1142
Fax: 618-753-0150
melissa@lmi.sprint.com

April 18, 1997

Ms. Carol Jarman
Director
BellSouth Interconnection
Suite 440
Two Chase Corporate Drive
Birmingham, Alabama 35244

Dear Carol:

While we were optimistic after our January 23 meeting with BellSouth's Account Team serving Sprint that service order and installation processes would improve, Sprint Metropolitan Networks (SMNI) continues to experience delays with the majority of its orders placed with BellSouth. I am writing to request your assistance in quickly addressing several issues associated with these delays which have resulted in missed SMNI service installation commitments on multiple occasions.

First, BellSouth continues to miss its commitment to SMNI to return Customer Service Record (CSR) requests and Firm Order Confirmations (FOCs) within 48 hours of receipt. It is the exception when a CSR or FOC is returned in 48 hours. Usually, a follow-up call must be placed by SMNI to inquire as to status and to escalate the request for CSR or FOC return. As an example, during the week of March 30, numerous orders were delayed or rescheduled because SMNI was unable to acquire vital information in order to properly provision service to its customers.

A second source of concern is that SMNI has been informed by the Birmingham LCSC that there are only three individuals in their office that are able to properly accept and process SMNI orders. At one point, of the three, two were out of the office, leaving only one person to handle the entire work load. Even when specific orders were escalated, the responses by BellSouth included, "I have found your ASRs and will have Nancy process them when she returns on Monday." This was an escalation on Thursday, 4/3 for an order due 4/10. (Nancy was returning on 4/7.) Another response provided to SMNI was, "I have ten of your (SMNI) orders on my desk. Which one do you want first?"

Carol, the clear impression of the SMNI team is that the LCSC is significantly under-resourced to effectively handle SMNI orders. In addition, poor workforce scheduling has frequently made a bad situation worse.

To illustrate, by special arrangement with BellSouth, SMNI recently submitted ASRs on 4/3 for 143 lines for a large business customer with an FOC return commitment of 4/10. Correct POCs were not been received until 4/16.

In another recent example, SMNI submitted ASRs on 3/17 with a 4/11 due date. Sprint had also sold this customer a PBX, and the customer requested that the service cut-over and PBX installation be handled concurrently. BellSouth was unable to locate the 3/17-dated ASR, was subsequently slow in responding, failing to return the FOC until 4/9, and on 4/10 determined that BellSouth would not be able to convert service on the requested due date. BellSouth requested an additional week to properly provision and prepare for the conversion. Needless to say, the entire cutover had to be postponed and the customer was furious.

Finally, three SMNI customer orders are currently delayed because of BellSouth's inability to properly provision an SMNI service order when the BellSouth service is provisioned utilizing a "DACS-mapped integrated SLC." For one of these customers, tests were performed while partnering with BellSouth to engineer service reusing the "DACS-mapped integrated SLC" facility. The tests were successful, SMNI special-ordered channel cards for its central office in order to provision the services and orders were subsequently submitted to BellSouth. BellSouth then informed SMNI that they were unable to process the orders and the conversions would be delayed until new facilities could be provisioned or until BellSouth could determine "how and if" they would provision this type of service request. The ASR for one of the three customers referenced was first submitted to BellSouth in September, 1996, and has been repeatedly scheduled, re-scheduled, and delayed.

Carol, I am asking for your assistance in addressing the above issues and would appreciate your response as to the nature and time-frames of the proposed resolutions.

Please contact me if you need additional detail. I look forward to your response.

Sincerely,



Melissa L. Cloz

cc: Joe Baker- BellSouth
George Head- Sprint
Richard Warner- Sprint
Bill Bolt- BellSouth

EXHIBIT

MLC-5



BellSouth Interconnection Services Fax 205 888-1688
Suite 440 205 888-1700
Two Chase Corporate Drive
Birmingham, Alabama 35244

Carol S. Jarman
Sales Assistant Vice President
Sprint Account Team

April 25, 1997

Ms. Melissa Cloz
Director Local Market Development
Sprint Metropolitan Networks, Inc.
154 Southhall Lane Suite 4008
Maitland, FL 32751

Dear Melissa:

Thank you for your letter dated April 18. You expressed several concerns and I will address each of them.

The first issue in your letter was BellSouth's failure to meet the 48 hour commitment on Firm Order Confirmations (FOC). The primary reason for this has been a lack of resources. We have been working diligently to increase our personnel. Next week we will add 14 service representatives to our Birmingham office to handle Unbundled Network Element service requests. In approximately 2 weeks, 18 additional service representatives will complete their basic training. This represents an increase of more than 300 percent and will enable the LCSC process your service requests in a more timely manner and meet our 48 hour FOC commitment.

We recently implemented new software to improve the automated delivery of Customer Service Records. In addition, a Project Manager has been charged with reviewing the process, documenting procedures and assigning responsibilities. There will also be an additional management person to supervise the clerical staff.

As you are aware, the account team is working diligently to transition SMNI to EXACT, which is a mechanized service ordering interface. We have scheduled a visit to your Orlando offices on May 7-9 to help facilitate that transition and will bring several subject matter experts to give hands on training to your personnel. This will also contribute to a more timely flow of information.

Ms. Melissa Cloz

Page 2

April 25, 1997

Your additional concerns also relate to a lack of resources. Once again, the increase in personnel should alleviate this problem. We are sorry that the responses you received when inquiring about your orders were not in keeping with your expectations or BellSouth's desire to provide you the best possible service. As set forth above, BellSouth is taking the necessary steps to make sure this does not happen again.

I am not in a position to give you a definite answer regarding "DACS-mapped integrated SLC." BellSouth does not have any Methods and Procedures (M&P's) in place for a DACS cutover. A change in company policy has to be made before we can provision these orders. However, this has been escalated and we will provide you with a status on this issue next week.

I sincerely apologize for any inconvenience we have caused your company. The account team is acutely aware of the importance of prompt response times for service and provisioning in today's local environment. Toward that end, we will continue champion your needs within BellSouth.



cc: George Head - Sprint
oe Baker - BellSouth
Richard Warner - Sprint
Bill Bolt - BellSouth

EXHIBIT

MLC-6



George V. Head
Vice President
Local Market Integration
7301 College Blvd
Overland Park KS 66210
KSOPKV0203
Phone: 913-534-6102
Fax: 913-534-6304

May 1, 1997

BellSouth Telecommunications, Inc.
Mr. Joseph M. Baker
Vice President - Sales
Interconnection Services
675 West Peachtree Street, N. E.
Suite 4423
Atlanta, Georgia 30375

Dear Mr. Baker:

I am in receipt of Carol Jarman's letter to Melissa Closz dated April 27, 1997. I appreciate BellSouth meeting its Friday commitment with a response to the service difficulties we continue to experience. Carol and I also spoke briefly on Friday afternoon.

We agree with Carol's conclusion that BellSouth has not adequately staffed its LCSC. It has been our experience with other suppliers, however, that merely adding people, by itself, will not solve the service problem. Sprint recommends that a joint quality team be established that has the charter to mutually map the end-to-end process and identify opportunities for cycle time reduction and accuracy improvement. The team should also gain agreement on measurement metrics and metric calculation formulas and data sources

Sprint also requests that, if not already in place, that BellSouth dedicate resources in its LCSC specifically to Sprint's account service needs. Sprint

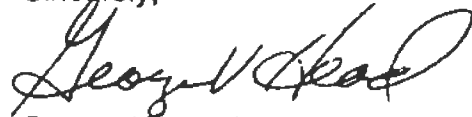
commits to provide timely forecasts to assist in appropriately sizing the group dedicated to Sprint's account.

We are hopeful that BellSouth's EXACT system will provide an acceptable interim interface for the local loop portion of SMNI service orders. The team that meets in Orlando next month should attempt to quantify the number and type of orders that may be processed through the EXACT automated interface.

With respect to BellSouth's 48 hour FOC commitment, it should be noted that Sprint does not consider 48 hour turn around to be an acceptable performance level. In a manual environment, Sprint believes that 24 hours is readily achievable. When automated processes are implemented, a 4 hour turnaround is expected and achievable. Absent this level of performance, BellSouth will be unable to meet its obligation to serve CLECs with the same speed and quality with which it serves its end user customers.

In our view, BellSouth has made no progress against its commitments made on January 23rd in Orlando. BellSouth's lack of performance has been harmful to Sprint's relationship with its customers, caused financial harm to Sprint and its customers, and is an impediment to the development of competition in Central Florida. As such, Sprint must regrettably insist that BellSouth fix its provisioning process, with demonstrated results, prior to 6-1-97. If not, Sprint will be forced to seek other remedies to achieve the service quality Sprint and its customers deserve and are legally entitled to receive.

Sincerely,



George V. Head

GVH:th

c: John Cascio
Melissa Cloz
Ellen D'Amato
Carol Jarman (BS)
Rich Morris
Bob Runke
Gary Owens

EXHIBIT

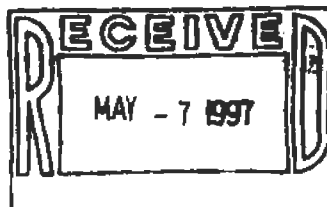
MLC-7



BellSouth Telecommunications, Inc. 404 627-7100
 Suite 6423 Fax 404 623-8246
 671 West Peachtree Street, N.E.
 Atlanta, Georgia 30305

Joseph M. Fisher
 Vice President - Sales
 Interconnection Services

May 5, 1997



Mr. George V. Head
 Vice President
 Local Market Integration
 Sprint
 7301 College Boulevard
 Overland Park, KS 66210

Dear George:

This letter is in reply to your correspondence of May 1, 1997. I hope you did not misunderstand Carol Jarman's explanation of what is being done to satisfy Sprint Metro's business requirements. BellSouth is committed to serving Sprint Metro in the best manner reasonably possible. I will, however, address the issues raised in order to prevent any misunderstanding concerning BellSouth's commitment to providing Sprint Metro and Sprint NIS with appropriate service levels.

As you know, BellSouth has already taken substantial steps to ensure that Sprint NIS receives an appropriate level of service. Sprint NIS's interface with BellSouth is through a dedicated account team. Moreover, a portion of this team is assigned to work with both Sprint NIS and Sprint Metro to facilitate their working relationships with BellSouth as they enter local markets in the Southeast. Further, a project manager and a newly appointed customer support manager have been added to the LCSC to provide additional support in processing orders and addressing service needs. We are in the process of establishing an implementation team of subject matter experts to facilitate our CLEC customer's start up operation. As soon as this team is in place and properly trained, we will set up a series of meetings with Sprint to review end-to-end processes and to look for ongoing improvements.

These managers and Sprint's account team are in daily contact with their counterparts at Sprint NIS, Sprint Metro, and the LCSC. BellSouth account management for Sprint Metro was transitioned to the Sprint Account Team in January in order to provide dedicated support that is experienced in dealing with Sprint and its requirements.

As Carol pointed out in her letter to Melissa Closs, additional service representatives to handle service requests for unbundled network elements were added to the LCSC the week of April 28, and more representatives will complete training and join the LCSC staff the week of May 12. Though Sprint NIS has currently issued no orders for service, I believe, assuming BellSouth is provided reasonable forecasts from Sprint NIS in a timely fashion, the LCSC and the Sprint dedicated account team will be able to provide Sprint NIS with the proper level of service once Sprint NIS begins to place orders.

BellSouth has asked Sprint NIS for forecasts of the number of expected orders since December 1996. We appreciate that forecasting can be difficult, but to date the information BellSouth has received is too general to be useful for planning and staffing purposes. In order to be of value, BellSouth will need specific forecast information by month, area, number/type of lines (e.g., residence, business, trunks, BSSX/MultiServ, etc.), UNEs and number/type of service orders (new, disconnect, move, record only, change, etc.).

George V. Head
Sprint

It was mentioned in your letter that Sprint does not consider the 48 hour FOC commitment acceptable; however, the 48 hour FOC commitment is recognized as the standard by Sprint-Metro in Mr. Clark's April 18 letter. BellSouth intends to fulfill its commitment to Sprint Metro in this regard. While the 48 hour FOC commitment is at issue between Sprint NIS and BellSouth in current contract negotiations, this disagreement does not support the observation that a 48 hour FOC commitment on the part of BellSouth is somehow improper or inappropriate.

Lastly, BellSouth will provide hands-on training to Sprint Metro on the EXACT system on May 8. This system should minimize manual intervention and streamline order flows. As you know, the account team and BellSouth's subject matter experts have worked extensively with Sprint NIS to set forth fully the options for electronic interfaces and to determine the best applications for Sprint NIS's use.

George, BellSouth values Sprint as a long term customer, and it is our desire to maintain a relationship with Sprint that is based upon mutual respect, trust and commitment. I can assure you BellSouth is committed to do what it can to promote a positive and productive business relationship with Sprint.

Sincerely,



J. M. Baker

Copy: Elise D'Amato
Carol Jarman
Gary Owens
Bob Ranko

EXHIBIT

MLC-8



Melissa Close
Director, Local Market Development

Local Market Integration
151 South Blvd, Suite 400
Montreal, IL 61751
Voice: 617-875-1144
Fax: 617-875-0156
e-mail: melissa@bell.com

May 19, 1997

Ms. Carol Jarman
Director- Sprint Account Team
BellSouth Interconnection Services
Suite 440
Two Chase Corporate Drive
Birmingham, AL 35244

Dear Carol:

Thank you for your May 2 letter following up on the status of the "DACS-mapped integrated SLC" provisioning issue which has delayed the installation of several Sprint Metropolitan Networks (SMNI) customer orders. My response is for the purpose of providing clarification as to what the issue is and why its resolution is critical.

MNI has placed unbundled loop service orders with BellSouth for several customers where the customer is currently provisioned by BellSouth utilizing a DACS-mapped integrated SLC— essentially a "pair gain" device employed by BellSouth to maximize facility utilization. In attempting to provision unbundled loops for SMNI, BellSouth discovered that its systems and procedures did not support re-use of the existing facilities. Further, BellSouth did not have additional facilities available to turn up the unbundled loops ordered by SMNI. BellSouth then chose not to construct additional facilities in lieu of resolving the underlying systems and procedural issues in order to turn up the unbundled loops for SMNI. The result is that of the three service orders referenced in my 4/18 letter, two SMNI service installations were significantly delayed. The third installation was completed without the use of the SLC.

We have been advised by BellSouth personnel that these installations were completed for testing purposes only and that no additional installations of this type will be completed until BellSouth's procedural issues have been resolved. Moreover, we have been told that DACS-mapped integrated SLC provisioning configurations are widely-deployed throughout BellSouth meaning that SMNI will likely continue to encounter customers whose provisioning raises the same issues.

Sprint appreciates BellSouth's desire to seek long term systems and process solutions for provisioning these services. However, our request is that future unbundled loop orders under this provisioning scenario be installed utilizing whatever interim procedures are necessary to complete the service order installations within mutually established intervals. This will enable BellSouth and Sprint to make progress toward our mutual goal of on-time service installations.

Carol, we would appreciate BellSouth's response to the request outlined above by Friday, May 30. Thanks again for your update, and I look forward to your response.

Sincerely,



Melissa L. Cloz

Director - Local Market Development

cc: George Head- Sprint
Richard Warner- Sprint
Joe Baker- BellSouth

EXHIBIT

MLC-9



George V. Head
Vice President
Local Market Integration
7301 College Blvd.
Overland Park KS 66210
KSOPKV0104
Phone: 913-534-6102
Fax: 913-534-6237

June 18, 1997

Mr. Joseph M. Baker
Vice President - Sales
BellSouth Telecommunications, Inc.
Interconnection Services
675 West Peachtree Street, N. E.
Suite 443
Atlanta, Georgia 30375

Dear Joe:

I am writing to again express serious concern regarding recent service problems in Orlando, Florida, and to request BellSouth's review and analysis of the situation in our meeting in Birmingham on June 24th. As you know, our teams have met many times to discuss service related difficulties being encountered by Sprint Metropolitan Networks, Inc. (SMNI), and yet they continue to occur.

During a three week period from May 19 to June 6, 1997, SMNI's customers encountered three significant service interruptions related to receiving calls through the BellSouth network. In each case, Sprint's customers could receive calls directly to their Sprint numbers but calls being call-forwarded through the BellSouth network could not be completed.

In the first occurrence, an "all circuits busy" condition was created on Monday morning, May 19, when interoffice traffic was reversed in error by Bell South in conjunction with trunk additions BellSouth was installing. Customers were impacted for 3 hours and over 20 trouble tickets were received.

The second incident, on May 30, revealed a translations problem in a BellSouth local switch whereby calls processed via the primary route were completed but the secondary route returned "no longer in service" or "can't be completed as dialed" messages. This service problem occurred for at least seven hours before it could be isolated and resolved by BellSouth.

Most recently, on June 6, a simulated facilities group was removed from translations in error by BellSouth, again resulting in calls to SMNI customers being blocked for over two hours.

Attached for your review are the outage reports provided to Sprint by your account team after the first and third event. Each describes "human error" occurring in the translations support team. The second event, for which Sprint did not request a written report, occurred on May 31, 1997 and was also attributed to a translations error.

These errors by BellSouth have resulted in service deficiencies that have damaged Sprint's relationships with its end user customers and are impeding Sprint's ability to establish itself as a local service competitor in Central Florida. Even more disturbing is that these events occurred during a timeframe within which Sprint had requested, and BellSouth had agreed, to provide measurable and specific improvements in the service it provides to SMNI.

I look forward to seeing you and the BellSouth team on the 24th in Birmingham. I trust that BellSouth will have identified the irreversible corrective action on its translations process.

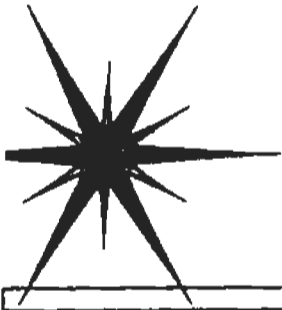
Sincerely,


George V. Head

cc: Melissa Closz - Sprint
Carol Jarman - Bell South

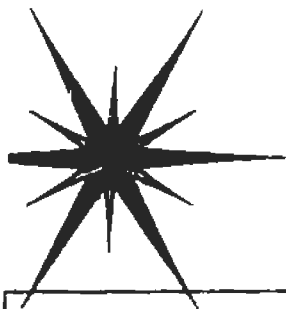
EXHIBIT

MLC-10



BELLSOUTH

Sprint Metro Service Outage
Orlando, Fl - June 6, 1997

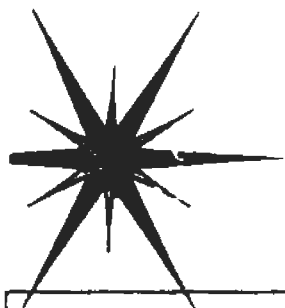


Outline

- Historical Account of Service Outage

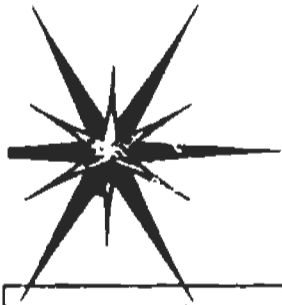
- Preventive Action Taken

- Restoration Procedures Implemented



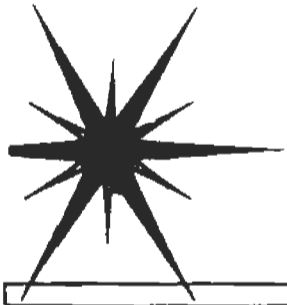
Historical Account

- When and Where it Happened
- What Happened
- Why it Happened
- How was Service Restored



When and Where?

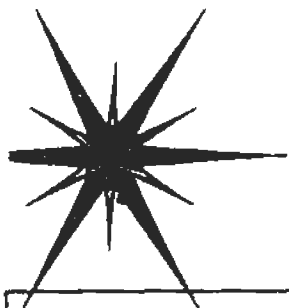
- ↗ June 6, 1997
- ↗ 5:00 PM EST
- ↗ Orlando, Florida
- ↗ Magnolia Central Office - 1AESS Switch



What Happened ?

- June 4, 1997; a verbal request for two numbers to be added to an existing SO providing RCF received by BELLSOUTH;
Could not be done; SO completed June 3.
- LCSC agreed to place an new (N) order for numbers; issued June 6 at 1:26 PM
- Service Rep issued a change (C) order & cancelled the new (N) order.

Should have been a (C)



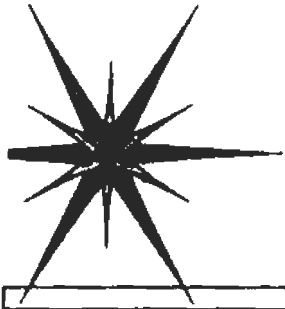
What Happened ?

- Cancelled new (N) order received by Recent Change Memory Assistance Group (RCMAG); TNs & assoc. Simulated Facility Group (SFG) removed from translations by translations specialist; just what they are trained to do. *(had been trained NOT to do this on this type of order, was repeating)*
- Removal of SFG blocked all incoming traffic for Sprint Metro from the RCF numbers in the 1AESS switch.



Why it Happened ?

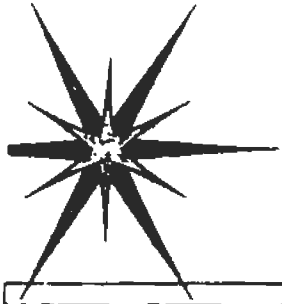
- Change (C) order dropped out and was manually worked by RCMAG; there is no problem with auto flow-through of a service order.
- Line Translations Specialist did what he or she was trained to do; removed the TNs and assoc. SFG when change (C) order was **manually** presented to RCMAG.



Why it Happened ?

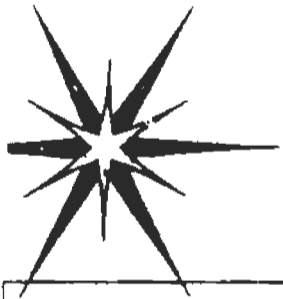
- The Switch Facility Group (SFG) could not be protected against manual removal.

The 1AESS switch type does not have the ability to password protect or restrict manual access to the SFG.



How was Service Restored?

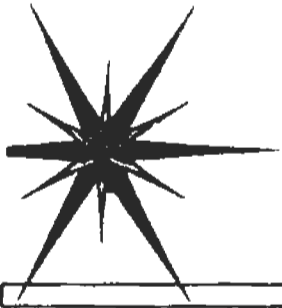
- Unbundled Network Element (UNE) Center received trouble report at 5:00PM.
- RCMAG notified and asked to rebuild the removed SFG.
- With help of local Electronic Tech, SFG was rebuilt and service restored at approximately 6:15 PM EST.



Preventive Action - Immediate

*Internet research
very closely with
prevention of future
incidents*

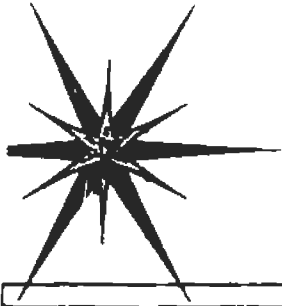
- Real Time Resolution Group (RTRG), UNE Center and Network Oprns Staff personnel developed plan of action on June 9, 1997:
 - transmit details of June 6 service outage to NISC/RCMAG mgrs by June 13 & 97-TB-46 WARNING.
 - develop emergency restoration procedures by June 13
 - investigate long-term solutions



Preventive Action - Other

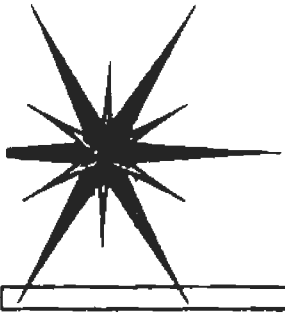
- Identify/protect a range of SFGs in all 1AESS switch types that can be assigned exclusively to provide CLEC service (discussed June 23 with NOS & NISC/RCMAG mgrs - procedures being developed).
- Build a 2nd SFG in all 1AESS switch types serving CLECs to prevent major blockage. 97-TB-52 transmitted June 20.

*gplc in
...
1AESS
switches
but -
will telephone
on ...
to ...*



Preventive Action - Other

- Requested Lucent Technologies to investigate feasibility of a software patch providing password protect capability against removal of Switch Facility Group.



Restoration Procedures

- UNE Center receives trouble report:
 - Notifies RCMAG, provides translation info to rebuild SFG
 - Notifies NISC, provides translation info to rebuild SFG
 - UNE Center rebuilds SFG within 15 minutes
- * 1AESS Translation info for all CLEC SFGs will be inventoried in dBase in UNE Center.

EXHIBIT

MLC-11



BellSouth Telecommunications, Inc. 404 527-7140
Suite 400 For: 404 527-6346
675 North Peachtree Street, N.E.
Atlanta, Georgia 30305

Joseph M. Baker
Vice President - Sales
Interconnection Services

July 1, 1997

Mr. John Cascio
Vice President
Sprint
555 Lake Border Drive
Apopka, Florida 32703

Dear John:

On behalf of BellSouth, I would like to apologize for the recent service interruption experienced by Sprint and its local exchange customers. We value our relationship with Sprint as one of BellSouth's largest wholesale customers, and it is always our intention to provide you with service that meets your standard for customer satisfaction.

This service interruption, which occurred at 5:21pm EDT on June 24, 1997 in BellSouth's Magnolia Central Office, was caused by a work error in our RCMAG (Recent Change Memory Assignment Group), the group responsible for handling translation software. As you know, BellSouth has put into place action plans to help prevent the error from happening again. These plans include short term measures such as the requirement for supervisory approval in these situations. We are also investigating with our vendors long term measures that include enhancing the software involved. Additionally, we have made changes to our methods and procedures to reduce the likelihood of these outages.

Again, BellSouth regrets any inconvenience this service interruption caused Sprint and its customers. We are committed to work cooperatively with Sprint throughout the nine state region to provide the level of service expected by you and your customers.

Yours truly,



J. M. Baker

Copy: George Head, Vice President - National Market Integration, Sprint
Carol Jarman, Sales Assistant Vice President - Sprint, BST
Krista Tillman, Vice President - Operations, BST

EXHIBIT

MLC-12



BellSouth Interconnection Services Fax 205 988-1888
Suite 440 205 988-1700
Two Chase Corporate Drive
Birmingham, Alabama 35244

Carol B. Jarman
Sales Assistant Vice President,
Sprint Account Team

July 8, 1997

Ms. Melissa Cloz
Director - Local Market Development
Sprint
151 Southhall Lane Suite 400B
Maitland, FL 32751

Dear Melissa:

I would like to follow up and provide you with a more detailed description of the events that led to the outage in the Magnolia office on June 24. The situation originated when Magna Computer called BellSouth's Small Business Services Center on June 20 to convert their service from SMNI back to BellSouth. A BellSouth representative in that office issued a disconnect (D) and new (N) order to initiate that process.

Due to that disconnect order, the office equipment for Magna Computer's telephone number was reassigned to another customer when a subsequent order flowed through our systems. When that order was processed, the service for Magna Computer as well as the entire Simulated Facility Group (SFG) was manually deleted from the switch in error. This prevented all of the customers that utilized Service Provider Number Portability (SPNP) in the Orlando Magnolia IAESS Central Office from receiving incoming calls.

The duration of the outage was approximately 2.5 hours, and our time to repair after the trouble was reported to the UNE center was approximately one hour. The SFG was reprogrammed and the service re-established at 7:40 P.M.

Ms. Melissa Cloz

Page 2

July 7, 1997

The following guidelines have been implemented to prevent future removal of SFGs in error:

1. **Small Business Specialists** have been retrained on the proper guidelines to use when issuing future orders.
2. On June 25, 1997, all employees in our Recent Change Memory Administration Group (RCMAG) were re-covered regarding the issues that encompass SFG usage for CLEC services in IAESS offices.
3. Effective immediately, all SFG removals must require written approval from a translations supervisor. Additionally, our staff is currently working with Lucent Technologies to provide a permanent solution which will prevent SFG removal without complex translations involvement and we will status you on that as soon as possible.

In addition to these measures, plans are also underway to reserve SFG numbers 1 through 9 exclusively for the CLEC community. We will notify you in advance of our plans to migrate SMNI to a specific SFG and will again cover our employees regarding our policy not to disconnect that range of SFGs in general and SMNI's in particular.

Let me reiterate that BellSouth regrets any inconvenience this service interruption caused. Further, we are working diligently to identify and implement corrective actions that involve not only our translations processes, but all service issues that ultimately affect Sprint and its end users customers as well.

Sincerely,

