

ORIGINAL

Tallahassee Telephone Exchange, Inc.
P.O. Box 11042
Tallahassee, FL 32302
July 11, 2002

VIA HAND DELIVERY
Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Fl. 32399-2540

020837-TP

2002 JUL 16 AM 9:56
DIVISION OF
COMPETITIVE SERVICES

Re: Formal Complaint and Protest of over billing and failure to comply with Interconnection Agreement by Sprint-Florida, Inc.

Dear Commissioners:

This to formally protest invoices which we have received from Sprint-Florida (Sprint) that we feel are egregious over-billings and an abuse of their stature as the incumbent carrier in the Tallahassee area. Further, their billings and activities are not consistent with our agreement or their tariffs and we request that the Commission docket this complaint and resolve the dispute between the parties. Tallahassee Telephone Exchange, Inc. (TTE) is a small local CLEC that actively started its selling operations in the year 2000. We have a certificate from the PSC as an ALEC and an Interconnection Agreement with Sprint. We have requested collocation and other services from Sprint in order to provide local services to customers. In its brief history TTE sales efforts have centered on providing local telephone service in the Tallahassee area as a reseller of local telephone service to homes and businesses, and leased T1 lines. Our attempts to enter the DSL market have thus far been frustrated by delaying actions and misinformation on the part of Sprint.

The charges that are in dispute relate to TTE's attempt to gain access to five of Sprint's end offices in Tallahassee. Those end offices are as follows:

Calhoun St.	TLHSFLXA
Blairstone Rd.	TLHSFLXD
Willis Rd.	TLHSFLXB
Mabry St.	TLHSFLXC
Killearn	

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Calhoun Tandem Office

Our initial application for facilities in Calhoun office was dated 1/3/2000. We have paid all initial non-recurring charges and recurring charges with respect to the Calhoun St. office that we were given access to in June or July of 2000. Also, during the later half of the year 2000 and through the first quarter of 2001 we worked at getting our switching equipment interconnected with Sprint. We experienced a nine month delay in doing so which was a direct result of Sprint delays in provisioning facilities. In April 2001, we finally were provided services that should have been implemented in the first quarter of 2000 according to the time frames provided by our Interconnect

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agreement. Our collocation space in the Calhoun St. tandem office is being actively used and TTE has paid all recurring costs as they become due. Those fees were paid despite Sprint delays that prevented TTE from using its equipment in accordance with its business plan, and cost TTE well over \$100,000, much of which was paid directly to Sprint for facilities that we could not use during that period.

Blairstone, Willis, Mabry, and Killearn End Offices

TTE applied for facilities in four end offices on 7/20/2000. Sprint indicated it did not have facilities in its Killearn end office, but predicted it would have space in the summer of 2002 in its planned building addition at that property. A walk through of the Blairstone and Willis end offices took place on 2/7/2001. Certain deficiencies were noted including TTE not having access to the facilities, which was needed before placing our equipment there. During the walk through on 2/7/2001, Sprint's representative indicated that the facilities on Willis Road would be ready soon thereafter and we would be notified. A walk through of the Willis Road end office was not scheduled and did not take place. TTE was promised card keys for its employees that would work in all locations during the walk through and on other occasions that TTE made inquiries about obtaining access to the end offices in which it planned to collocate. Sprint did not provide access to the three end offices until on or about 2/13/2002. In the interim while waiting for access, at the end of August 2001 TTE received a bill from Sprint in the amount of \$50,849.33. Sprint's August, 17, 2001 bill dated back to January 30, 2001. The billing included costs for installation fees as well as recurring charges for switchboard cables, DC power, and physical space even though we were not using the space and had not in some instances even completed a walk through. However, initially TTE was not able to decipher their bill due to the format and codes that would only make sense to Sprint. After several failed attempts to both get clarification and to dispute the charges with Sprint, TTE filed an informal dispute of the amount billed by Sprint with the PSC on 10-18-2001. The PSC's representative, Lenny Fulwood, intervened and TTE was able to at last determine Sprint's basis for the underlying charges. TTE continued to negotiate the dispute directly with Sprint. However, no agreement was achieved. On June 17, 2002 TTE paid Sprint \$19,822.16, the amount it owed Sprint from the point we obtained access to the three end offices, and TTE notified Sprint that it would file a formal complaint with respect to the difference between the amount paid and the amount billed by Sprint.

Due to these unreasonable Sprint billing tactics TTE virtually had to stop its business plans in deploying DSL and its other telecommunication plans when Sprint started sending bills for the services not previously agreed upon and retroactively charging recurring DC Power and Space charges during a period TTE was not allowed access. The large amounts in question make it impossible for TTE to predict whether it will have sufficient funds to build out its DSL network. Meanwhile Sprint continues to accrue large monthly charges.

A secondary dispute is whether or not TTE should have to pay any of the amount billed for the three end offices. TTE was erroneously told in two separate e-mails that Sprint was not required to allow TTE access to its ATM-DSL network which precluded TTE from offering DSL services without building its own DSLAM network. This was confirmed by other Sprint representatives. If TTE had been aware that it could tie into Sprints ATM network it would not have embarked on a DSL build out in Sprint's end offices. TTE is now aware that Sprint employees misled TTE and caused it to incur these substantial charges. Although some responsibility falls on TTE to know the telecom legal environment, Sprint should also be held responsible for the actions of its employees that are in key positions that CLECs rely upon for correct information.

TTE would like an audit of all of Sprints billing activities for the four end offices starting with the first invoice for the Calhoun Street office. Although, the Calhoun Street billings were not specifically disputed in the previous informal complaint, TTE feels strongly that these bills must be considered. As indicated above, TTE was delayed almost a full year in achieving its objective to collocate in the Calhoun Street office. A brief summary of those delays include:

- 90 days to act on our collocation application, which is well beyond the 30 days required by law.
- Various delays in building out the physical facilities and entering npa-nxx numbers into the LERG
- A two month delay in allowing connection between TTE's cabinet space and rack space.
- An over three month delay in provisioning an Internet T1 that allowed remote administration of various switching equipment
- An approximate half year delay in provisioning local trunking requests so that TTE would have sufficient incoming local trunks to handle local calls for existing business customers.

TTE would therefore like to have the appropriateness of Sprint's invoices reviewed for the Calhoun office, not only to see if the amounts were correct in accordance with our interconnect agreement and with applicable tariffs, but also, in view of Sprint's lack of provisioning of services that prevented TTE from delivering services during that same period.

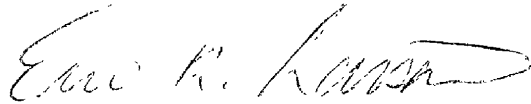
The disputed items for the other three end offices, Blairstone, Willis, and Mabry, relate to charges that either Sprint did not have the authority to invoice TTE under our Interconnect agreement, or for items that were for a period that TTE could not obtain physical access to the facilities at three of their end offices.

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TTE would like an audit of the invoices for collocated facilities starting in June 2000 through May 2002. With the large amount of ever increasing recurring charges, TTE is unable to proceed with its business plans. Accordingly, TTE would like to the above issues reviewed and arbitrated as timely as possible due to the monthly recurring charges that are accumulating.

Attached herewith are two notebooks containing TTE's summary of events in exhibits A through R. If you need further information, please let us know, and we will expedite your requests.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric R. Larsen". The signature is fluid and cursive, with a large loop at the end.

Eric R. Larsen, President
Tallahassee Telephone Exchange, Inc.

cc: Susan S. Masterton, Sprint Law/External Affairs (without attachments)