Dorothy Menasco

000121A-TP

From:

Nancy M. Samry [nmsamry@aol.com]

Sent:

Thursday, March 11, 2010 5:03 PM

To:

Filings@psc.state.fl.us; Jerry Hallenstein; greg.follensbee@att.com; ke2722@att.com;

rc1191@att.com; atitzma@psc.state.fl.us; douglas.c.nelson@sprint.com; vkaufman@kagmlaw.com; jmoyle@kagmlaw.com; gene.watkins@cbeyond.net; carolyn.ridley@twtelecom.com;

sberlin@nuvox.com; Beth Keating; dkonuch@fcta.com; tony.mastando@deltacom.com;

mattfiel@akerman.com; kmudge@covad.com; lharvey@psc.state.fl.us

Cc:

kkramer@ststelecom.com; rcurry@ststelecom.com

Subject:

Docket No.: 000121A-TP

Attachments: Ltr to Lisa Harvey-Jerry Hallenstein 3-11-10 Docket 000121A-Tp.pdf

Please see attached letter dated March 11, 2010. Thank you.

Nancy M. Samry, F.R.P. Alan C. Gold, P.A. 1501 Sunset Drive 2nd Floor Coral Gables, FL 33143 305-667-0475, ext 4 305-663-0799, fax nmsamry@aol.com

DOCUMENT NUMBER - DATE

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Law Offices of Alan C. Gold, P.A.

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Paralegal:

Nancy M. Samry, F.R.P. nmsamry@aol.com

March 11, 2010

Ms. Ann Cole, Commission Clerk Office of the Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

RE: Docket No.: 000121A: STS's Letter to Staff re: Workshop Process

Dear Ms. Cole:

Attached is an electronic filing of letter dated March 11, 2010 to Staff, Lisa Harvey and Jerry Hallenstein regarding Docket Number 000121A-TP.

Thank you for your assistance in this matter.

Very truly yours,

/s Alan C. Gold

ALAN C. GOLD

01694 MAR 12 º
FPSC-COMMISSION CLERK

Law Offices of Alan C. Gold, P.A.

Attorneys:

Alan C. Gold
agold@acgoldlaw.com
James L. Parado, JD, LLM
jparado@acgoldlaw.com
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Paralegai:

Nancy M. Samry, F.R.P. nmsamry@aol.com

March 11, 2010

Lisa Harvey, Assistant Director Jerry Hallenstein, Government Performance Analysis Florida Public Service Commission 2540 Shumard Oak Blvd Tallahassee, FL 32399-0850

RE: Docket No. 000121A-TP

Dear Ms. Harvey and Mr. Hallenstein:

Saturn Telecommunication Services, Inc, ("STS") has carefully considered the terms of the proposed settlement agreement concerning the above docket, apparently negotiated by CompSouth and AT&T, without the participation or knowledge of STS or the other CLECS which were actively participating in the above docket. STS' position is that the settlement agreement is not in its own best interest, nor in the best interest of the citizens of the State of Florida or the CLEC Community. In light of the ongoing workshops and the progress being made, the circumstances under which CompSouth and AT&T negotiated a resolution excluding the participation of other interested parties are suspect. Further as Florida Cable Telecommunications Association ("FCTA") has aptly stated "The proposed CompSouth-AT&T agreement as described to us represents a step backwards from the progress already made at the workshops."

STS participated in this docket with the goal that reasonable protective mechanisms be kept in place in Florida to ensure that AT&T remains subject to those measures that AT&T agreed to in order to obtain valuable 271 relief, and to help insure fair and level competition in the State of Florida. In light of certain documents that STS has obtained from another "action" currently before the FCC, STS has documented evidence that historically AT&T did not pay STS SQM/SEEM payments for partially mechanized orders, and that it is the continuing intent of AT&T to avoid many of the SQM/SEEM metrics in place for the provisioning of certain wholesale services. This behavior allows AT&T to provide substandard quality of wholesale services to its competitors giving AT&T retail a significant competitive advantage over the industry.

Together with this letter, STS is filling documents showing how AT&T deliberately avoids its SQM/SEEMs obligations for partial mechanized orders (see attached). STS

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FPSC-COMMISSION CLERY

strongly endorses and joins in FCTA's recent request that the Commission staff re-start the collaborative workshop process. Additionally, STS adds a third bullet points to FCTA suggestions:

- The Staff should reconvene a workshop for as soon as one can be noticed. The parties should resume from a starting point of:
 - o 1) All issues that have been resolved through the workshop process to date. Those decision points would be documented in a matrix, so that all of the hard work done by all of the parties within the workshop process this far would not be lost.
 - o 2) The Commission staff should then resume its evaluation starting with the Comcast proposal filed January 15, 2010, and have all parties state whether they agree with that approach, and explain why or why not.
 - o 3) That partial "mech" orders, commingled orders, orders that require "project management" for migrations pursuant to the FCC's Triennial Review Order from "Wholesale" services to services provided pursuant to section 251 (c)(3) of the Act, come under SQM/SEEM metrics and subject to the same incentive(s) that would force AT&T to comply with all of its wholesale obligations.

Very truly yours,

Carol Ridley
Time Warner Communications
555 Church Street, Suite 2300
Nashville, TN 37219
Carolyn.ridley@twtelecom.com

Susan J. Berlin Nuvox 2 N. Main St. Greenville, SC 29601 Tel. No. (864) 331-7323 sberlin@nuvox.com

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D. Anthony Mastando DeltaCom **VP-Regulatory Affairs** Senior Regulatory Counsel Ste. 400 7037 Old Madison Pike Huntsville, AL 35806 Tel. No. (256) 382-3856 Fax No. (256) 382-3936 Tony.mastando@deltacom.com Matthew J. Feil Akerman Senterfitt 106 East College Avenue **Suite 1200** Tallahassee, FL 32301 Tel. No. (850) 224-9634 Matt.feil@akerman.com Represents CompSouth/Nuvox

Ms. Katherine K. Mudge Covad Communications Company 7000 N. MoPac Expressway, Floor 2 Austin, TX 78731 Tel. No. (512) 514-6380 Fax No. (512) 514-6520 kmudge@covad.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following parties by Electonic Mail this 11th day of March 2010.

Earl E. Edenfield, Esquire
Robert Culpepper, Esquire
c/o Gregory R. Follensbee
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150 South Monroe Street, Ste. 400
Tallahassee, FL 33130
Tel. No. (305) 347-5561
Facsimile: (305) 577-4491
Email: ke2722@att.com;
Greg.follensbee@att.com

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Staff Counsel
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ateitzma@psc.state.fl.us

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Jon C. Moyle, Jr.
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Cbeyond Communications, LLC
Charles E. (Gene) Watkins
320 Interstate North Parkway
Suite 30
Atlanta, GA 30339
Tel. No. (678) 370-2174
Fax No. (678) 424-2500
Gene.watkins@cbeyond.net

From:

Berard, Tina L

Sent:

Monday, August 21, 2006 2:50 PM

To:

Piatkowski, Nancy M < ybmmthm@bellsouth.com>

Subject:

RE: Saturn Telecom - Here's where we are ...

Hi Naney,

The time is quickly approaching when we need to provide STS documentation on how to submit the UNE-P to UNE-L Commingled orders via Bulk.

I just wanted to confirm with you the understanding the team has in regards to SEEMS and also share a concern I have.

First of all, you stated in one of your previous e-mails that having a common BOPI will help you identify STS's orders so that you can exclude them from potential SEEMS. The BOPI instructions are:

Bulk Order Package Identifier (BOPI) – must be 12 characters and the first positions will always be COMMGFL; position 9-12 will be 0001, 0002, 0003, etc. The same BOPI is required on each LSR that is part of the same bulk arrangement.

Is this sufficient to be able to exclude these orders from Flow-Thru, FOC Timeliness and SOA?

Secondly, our workaround process consisted of the CLEC providing a fictitious Cable ID of PXXX1 in the CABLE ID field and a fictitious Pair of 00 in the CHAN/PAIR field. This allows the request to be generated by LAUTO, but falls out to SOER Edit 010 in SOCS.

Once the order hits SOER Edit 010, the LCSC will update the order by removing the Cable ID and Pair and inputting a CFA that will be found in the Remarks field of the LSR.

As you know there is a lot of attention on Edit 010 and the amount of SEEMS paid on it. I cannot do anything that will contribute to the amount of SEEMS paid on that error and need to double verify that these orders can be exclude from SOA.

Once we have confirmation from you that by using the standard BOPI above these orders can be identified as being excluded from the three SEEMS measures, I will proceed with finishing the work instructions for the CLEC and the LCSC. Please let me know if you have any questions.

Thank you!

Tina

----Original Message----

From: Piatkowski, Nancy M

Sent: Monday, July 10, 2006 12:51 PM

To: Strawter, Rodney J; Berard, Tina L; Fields, Karen

Cc: Gooch, Jerry

Subject: RE: Saturn Telecom - Here's where we are...

Rodney/Tina.

I believe the plan as outlined will be workable for us. To recap, I would like consideration on the following:

A common string of characters used for the BOPI, example 'COMNGLxxx...

BULK' or something like that.

If at all possible please delay this conversion until August to give us a little more time to prepare.

Please keep me posted on implementation details, dates, etc. Thanks again for thinking of us up front, it makes things much easier to deal with!

Thanks,

Nancy

----Original Message-----From: Strawter, Rodney J

Sent: Sunday, July 09, 2006 3:04 PM

To: Berard, Tina L; Piatkowski, Nancy M; Fields, Karen

Cc: Gooch, Jerry

Subject: RE: Saturn Telecom - Here's where we are...

Hanks, just want to understand the issue totally. If Nancy has no problem with

SEEMs, I don't

From: Berard, Tina L

Sent: Sunday, July 09, 2006 3:26 PM

To: Strawter, Rodney J; Piatkowski, Nancy M; Fields, Karen

Cc: Gooch, Jerry

Subject: RE: Saturn Telecom - Here's where we are...

Rodney,

The Basic Class of Service does change, but that is not a field on the LSR. Commingled SL2 loops use the same NC Code as Non-Commingled SL2. Tina

----Original Message----

From: Strawter, Rodney J

Sent: Friday, July 07, 2006 4:07 PM

To: Piatkowski, Nancy M; Berard, Tina L; Fields, Karen

Cc: Gooch, Jerry

Subject: RE: Saturn Telecom - Here's where we are...

Tina.

Does the class of service on the Loop order have to be changed? Thought that Commingled Loop carries a different class of service than the SL2. If so, that is another change on the service order. Your thoughts?

Also, Nancy if cable and pair is populated on the LSR, then the Loop order is changed to reflect a CFA, then you are saying that shouldn't be a miss. Right?

Thx to all,

Rodney Strawter

Staff Manager-Wholesale Mkt and Products

[LCSC WLNP, UNE Bulk, Number Pooling, CVon]

ipager - rstrawter@imcingular.com

TN 404 927-5163

Cell 404 316-6743

From: Piatkowski, Nancy M

Sent: Friday, July 07, 2006 4:25 PM

To: Strawter, Rodney J; Berard, Tina L; Fields, Karen

Cc: Gooch, Jerry

Subject: RE: Saturn Telecom - Here's where we are...

Best I can tell by looking at the code, we match on the CFA, but only if the LSR CFA is populated. We don't look at Cable/Pair, only CFA. So if the LSR comes in with a null CFA, it won't try to match it up to the CFA

on the Service Order, so it shouldn't count as a miss.

If CFA is the only modification to the Service Order, we should not be impacted in SOA.

Thanks! Nancy

> -----Original Message-----From: Strawter, Rodney J

Sent: Friday, July 07, 2006 2:34 PM

To: Berard, Tina L; Piatkowski, Nancy M; Fields, Karen

Cc: Gooch, Jerry

Subject: RE; Saturn Telecom - Here's where we are...

Tina.

if the CFA is in RMKS, wouldn't the CLEC have to populate the fictitious cable and pair on the LSR, then LCSC rep will change this data to the CFA? Not sure that will do to the SOA measure since the LSR will show a cable and pair and the Loop order will be corrected to show the CFA from RMKS.

Also, Nancy, as info all REQTYP BB UNE Bulk orders have the L appointment code.

Thx,

Rodney Strawter

Staff Manager-Wholesale Mkt and Products

[LCSC WLNP, UNE Bulk, Number Pooling, CVon]

ipager - rstrawter@imcingular.com

TN 404 927-5163 Celi 404 316-6743

From: Berard, Tina L.

Sent: Friday, July 07, 2006 2:15 PM

To: Piatkowski, Nancy M; Strawter, Rodney J; Fields, Karen

Cc: Gooch, Jerry

Subject: RE: Saturn Telecom - Here's where we are...

Nancy,

Thank you again for your assistance with this. Please find my responses below.

Tina

----Original Message----

From: Piatkowski, Nancy M

Sent: Friday, July 07, 2006 1:09 PM

To: Strawter, Rodney J; Berard, Tina L; Fields, Karen

Cc: Gooch, Jerry

Subject: Saturn Telecom - Here's where we are... All.

I spoke to my Director and Al Varner this morning about this issue. Here's where we are with the various measures... Flow-Through - We can count these as planned manual fallout, thereby eliminating the impact.

FOC Timeliness and Reject Interval - We can exclude them as Projects, even though they are submitted in the Bulk format, they aren't truly bulk orders since they don't have a prayer of flowing through and a true bulk order can (in theory, but that's another discussion...)

Service Order Accuracy - The SQM reads that this is a comparison of populated fields on the LSR to the completed Service Order. From the SQM:

<< OLE Object: Picture (Metafile) >>

As I understand it, the CFA will not be populated on the LSR at all, right? If not, then we should be fine!

[Berard, Tina L] The plan has been that the CFA would be populated in the Remarks Section of the LSR. Does that count as a populated field??

Is there any way we can put them off until August? We have some coding to do and that will give us a month to do that work instead of a couple of weeks if it starts in July.

[Berard, Tina L] That would be fine with me as it does not seem a couple of extra weeks would be a major issue.

Also, I was asked why this couldn't be done in hitops(?), and not being a center type person I really couldn't answer. Do any of you know?

[Berard, Tina L] HITOPS does not have any coding for Commingled Loops. Was the person who asked possibly know of some functionality that we don't or were they just kind of asking in general and maybe thinking of PTOPS.....??

Last question, will these be L-Appointment coded? This will help with our provisioning measures.

[Berard, Tina L] I do not see a problem with L Appointment Coding.

Thanks again for keeping PMAP plugged in - we appreciate having the opportunity for input!

Nancy

Sheffield, Glenda

From:

Haggman, Parkey

Sent:

Wednesday, October 18, 2006 5:33 PM

To:

'nmsamry@aol.com'

Cc:

Meza, James; Shore, Kristen; Davis, Tosha; Lemoine, Annamarie

Subject:

Revised Settlement Document - STS/BST

Attachments:

LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC



LEGAL-#648732-1-BellSouth_pro..

Nancy, thank you for the confidentiality language. I have incorporated into the settlement. I accepted all Alan's language and then redlined some very minor changes and one added sentence that was in the prior draft of the settlement. I would appreciate your passing along to Alan the following comments in addition to the redlined agreement attached:

- 1. Paragraph 16 covers the issue of forum selection. I told Alan yesterday that he and Jim Meza could discuss that issue, so it is still open.
- 2. We have left open paragraph 9, the issuance of credits. BellSouth and STS have a disagreement as to the language of the term sheet. If we can resolve all other issues in the settlement and the ICA and MBR, we can revisit this issue.
- 3. STS had requested some tie-in of paragraphs 12 and 13 the ring promotion and the conversion of platform lines to commingled circuits. Kristen has checked with our product and operations folks on that issue. Because this is a new process, BST cannot be certain of the time frame for the conversion. While we will use reasonable efforts to complete the conversions by the end of the first quarter of 2007 (subject to STS providing all the necessary information), we cannot commit in the agreement that we will be able to do so. However, the concern STS raised regarding capacity should not be an issue with these conversions. The need for the bigger ring will not be driven by these SL2 loops but by the DS1s that STS needs. Thus, the concern over timing and capacity should not be an issue.
- 4. I have removed language relating to SEEMS exclusions from paragraph 13 because it was not an issue addressed in the term sheet. However, the SEEM plans govern, and special projects such as this work-around described in paragraph 13 will be excluded. I just want to make sure no one interprets the deletion of the language as an indication that SEEM remedies are applicable. The language was included initially simply to further explain the existing situation.
- 5. Finally, in out meeting yesterday, Keith Kramer questioned how the "first and additional" nonrecurring charges would apply to the conversion of the 2500 platform lines to commingled circuits. Regardless of the process used even if separate LSRs are not submitted, nonrecurring charges apply per customer, per location. Whether the work-around process calls for submission of the line information on a single spreadsheet, on individual ASRs, or otherwise, the nonrecurring charges apply based on how many lines the end user has at each location.

I believe this covers all the information that we committed to provide, but please let me know if I have missed anything. I will be working on a project most of the day Thursday, and I will be out of the office on Friday, so please respond to all on this email with any additional comments or questions. Thank you.

Parkey Jordan Haggman
BellSouth Telecommunications, Inc.
404-335-0794
parkey.haggman@bellsouth.com

CONFIDENTIAL SETTLEMENT AGREEMENT

THIS CONFIDENTIAL SETTLEMENT AGREEMENT ("Settlement Agreement" or "Agreement") being entered into on this ____ day of ______, 2006, a("Effective Date") by and between Saturn Telecommunication Services, Inc. d/b/a STS Telecom ("STS"), a Florida corporation and BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation;

PREAMBLE

WHEREAS, on or about June 5, 2006, STS filed a Complaint before the Florida Public Service Commission ("Commission") entitled In re: Dispute To Require BellSouth To Honor Commitments and To Prevent Anticompetitive and Monopolistic Behavior Between Saturn Telecommunication Services, Inc. d/b/a STS and BellSouth Telecommunications, Inc., Docket Number 06-0435-TP ("FPSC Complaint");

WHEREAS, on or about June 5, 2006, STS filed Comments in Application For Consent To Transfer Control filed by AT&T, Inc. and BellSouth Corporation before the Federal Communication Commission in the matter of: BellSouth Corporation and AT&T, Inc., Docket Number: WC-06-74, DA 06-904 ("FCC Docket");

WHEREAS, STS has contested BST's processes for the conversion of certain de listed Unbundled Network Elements ("UNEs") and BST's bills for SL2 loop rates as described in the demands, actions and claims alleged in the FPSC Complaint and the FCC Docket ("Demands, Actions, and Claims", defined infra) related to STS' attempt to migrate UNE loop and port combinations to alternative arrangements;

WHEREAS, both STS and BST desire to amicably resolve their prior differences and the demands, actions and claims alleged in the FPSC Complaint and the FCC Docket ("Demands, Actions, and Claims, defined infra);

WHEREAS, both STS and BST acknowledge that this Agreement is a negotiated compromise of the Demands, Actions, and Claims and that this Agreement is not to be considered an admission of liability by either party;

WHEREAS, on July 12, 2006, STS and BST signed a Term Sheet memorializing the resolution of the Demands, Actions, and Claims (a copy of the Term Sheet is attached hereto as Exhibit "1");

WHEREAS, on July 28, 2006, STS and BST agreed to extend the time period agreed upon in the Term Sheet to identify issues related to the new interconnection agreement ("IA") and the new market based rate agreement ("MBR") between the parties from August 1, 2006 to August 10, 2006; and on August 24, 2006, STS and BST further agreed to extend the time period agreed upon in the Term Sheet to resolve the identified issues related to the new IA and the new MBR to September 15, 2006; and on September 15, 2006, STS and BST further agreed to extend the time period agreed upon in the Term

Sheet to resolve the identified issues related to the new IA and the new MBR to October 15, 2006; and on October 12, 2006, STS and BST further agreed to extend the time period agreed upon in the Term Sheet to resolve the identified issues related to the new IA and the new MBR to October 23, 2006;

WHEREAS, as contemplated in the Term Sheet, this Agreement is intended to memorialize the terms contained in the Term Sheet, as such terms may have been mutually modified herein for purposes of this Settlement Agreement, although the parties acknowledge that the Term Sheet is a binding and enforceable settlement agreement;

THEREFORE, in consideration of the mutual promises and covenants contained herein, the adequacy of which is acknowledged by both BST and STS, the parties agree as follows:

DEFINITIONS

- 1. "BST" means BellSouth Telecommunications, Inc, as well as its past and present employees, parent corporations, officers, directors (in their individual and representative capacities), shareholders, predecessors, representatives, agents, successors, administrators, assigns, heirs, executors, insurers, contractors, suppliers, vendors, attorneys, sureties, trustees, receivers, subsidiaries and their past and present employees, officers, directors, shareholders, affiliates and their past and present employees, officers, directors, shareholders, and joint venturers.
- 2. "STS" means Saturn Telecommunication Services, Inc. d/b/a STS Telecom, as well as its past and present employees, parent corporations, officers, directors (in their individual and representative capacities), shareholders, predecessors, representatives, agents, successors, administrators, assigns, heirs, executors, insurers, contractors, suppliers, vendors, attorneys, sureties, trustees, receivers, subsidiaries and their past and present employees, officers, directors, shareholders, affiliates and their past and present employees, officers, directors, shareholders, and joint venturers.
- 3."Settlement-Agreement" or "Agreement" means this Agreement and all documents incorporated herein by reference or attached hereto.
- 4.3. "Term Sheet" shall have the meaning set forth in the preamble to this Agreement.
- 5.4. "Commission" or "FPSC" shall mean the Florida Public Service Commission.
 - 6.5. "FCC" shall mean the Federal Communications Commission.
- 7-6. "FPSC Complaint" shall have the meaning set forth in the preamble to this Agreement.

- 8.7. "FCC Docket" shall have the meaning set forth in the preamble to this Agreement.
- 9-8. "Demands, Actions, and Claims" means all obligations, promises, covenants, agreements, contracts, endorsements, controversies, suits, actions, causes of action, rights of action, trespasses, variances, judgments, executions, damages, claims, demands, rights, charges, encumbrances or liens of any kind or sort whatsoever or howsoever or whenever arising, in law or in equity, whether known or unknown, whether liquidated or unliquidated, and whether in tort or in contract, including, without limitation, costs, expenses, penalties, attorneys' fees, and other costs that relate to the claims set forth by STS in the FCC Docket and the FPSC Docket.

OBLIGATIONS

- 1. The Preamble contained above is true and correct and made a part of this Agreement as if the same were set forth fully herein.
- 2. Upon execution, this Agreement shall replace the Term Sheet and the Term Sheet will no longer have any force and effect.
- 3. STS and BST agree that as of the Effective Date of this Agreement shall become effective only upon full execution by both parties of the new IA and the new MBR ("Effective Date"), the parties have identified all issues in the new IA and the new MBR, and the parties will resolve all such issues no later than September 15, 2006. If BST and STS cannot resolve all outstanding issues regarding the new IA and new MBR by September 15, 2006, the parties can extend the time for negotiation by mutual written agreement for an additional 30 days. If the parties fail to resolve all issues by September 15October 23, 2006, or another mutually agreeable date established in writing by mutual agreement of the parties, this Agreement this Agreement and the Term Sheet may be declared null and void by either party.
- 4. During the negotiations of the new IA and the new MBR, BST agrees that it will not attempt to collect billings associated with the Demands, Actions and Claims; provided, however, that nNothing in this Agreement shall relieve STS of any obligation to pay all charges not associated with the Demands, Actions and Claims, nor shall anything in this Agreement prevent BellSouth from enforcing STS's obligations with respect to such payment of charges not associated with the Demands, Actions and Claims.
- 5. STS has withdrawn the FPSC Complaint without prejudice. STS agrees not to re-file the FPSC Complaint or the allegations raised in or associated with the FPSC Complaint at the FPSC or in any other forum-during negotiations of the new IA and the new MBR. Further, upon-execution of the new IA and the new MBR the Effective Date hereof, STS releases, acquits, and discharges BST from all Demands, Actions, and Claims, whether known or unknown, asserted or which could have been asserted, against BST related to the FPSC Complaint.

- 6. STS has withdrawn its Comments in the FCC Docket without prejudice. STS agrees not to re-file the Comments or the allegations raised in or associated with the Comments at the FCC or in any other forum-during negotiations of the new IA and the new MBR. Further, upon execution of the new IA and new MBRthe Effective Date hereof, STS further releases, acquits, and discharges BST from all Demands, Actions, and Claims, whether known or unknown, asserted or which could have been asserted, against BST related to the FCC Comments.
- 7. STS further agrees that it will not protest, intervene or otherwise challenge the Commission's Order No. PSC-06-0531-PA-TP or otherwise interfere or file comments on AT&T and BellSouth Corporation's merger application at the Commission or before the FCC.
- 8. BellSouth agrees that as of the Effective Date, BellSouth shall release STS from any counterclaims or actions it could have asserted against STS related to the Demands, Actions and Claims EXCEPT THAT such release shall not be deemed to release STS of its obligation expressly imposed in this Settlement Agreement, including (1) the obligation to pay bills rendered by BellSouth for services STS has ordered unrelated to the Demands, Actions and Claims, and (2) the obligation to pay bills for services disputed in connection with the Demands, Actions and Claims. STS shall specifically remain liable for all such charges as set forth in paragraph 11 below.
- 8.9.On STS's first invoice following execution of the new IA and the new MBRthe Effective Date, BST agrees to provide STS a billing credit of \$1,273,000.00 against existing bills. Thereafter, BST will provide STS with a credit of \$85,583.33 in billing credits for the next twelve (12) consecutive monthly billing cycles. [OPEN]
- 9.10. In addition to the credit of \$1,273,000.00 which is to be applied against existing bills as specified above, BST agrees that it will also credit any penalties or interest on STS invoices associated with past charges relating to the Demands, Actions and Claims; provided, however, that any penalties and interest associated with other charges unrelated to the Demands, Actions and Claims shall not be waived or credited.
- 10.11. Upon executing the new IA and the new MBR the Effective Date, STS will withdraw all bill disputes relating to charges assessed under the existing or new IA or the existing or new MBR associated with the Demands, Actions and Claims, including but not limited to those disputes regarding the delta between SL-1 or UCL rates and SL-2 rates, and all associated disputes. All charges billed by BellSouth for services disputed in connection with the Demands, Actions and Claims will become valid, undisputed charges, and, subject to the credits to be applied to STS's accounts as set forth in paragraphs 89 and 910 above, will be due and payable by STS.
- 12. Upon executing the new IA and the new MBR, BST agrees to give STS a twenty percent (20%) discount on the purchase of an OC-192 Ring, provided STS orders the Ring by the end of the first quarter of 2007 with STS agreeing to accept installation

no later than the second quarter of 2007. The terms and conditions associated with such discount shall be identical to those terms and conditions available in the OCN/Wavelength and Non-Channelized DS3 Incentive Promotion effective November 10, 2004, except as expressly stated otherwise in this paragraph 121. [NOTE THIS IS PLACEHOLDER LANGUAGE. THE TEAM NEEDS TO CONFIRM THAT THE ABOVE IS CORRECT RELATING TO THE TERMS OF THE DISCOUNT OFFER.]

H2:13.BST agrees that upon the effective date of the new IA and new MBR, STS may convert 2,500 DS0 Wholesale Platform Lines ("Platform Lines") to SL-2 Loops commingled with Special Access Transport using a bulk migration work-around process. The bulk migration work-around process is limited to the 2,500 Platform Lines. STS will follow the requirements and guidelines provided by BellSouth for this work-around process, and STS agrees that no SEEMs penalties will be applicable to any orders or installations related to conversion of these 2,500 Platform Lines to commingled circuits. STS will pay the recurring and nonrecurring rates set forth in the new IA for UVL-SL2 Loop and Collocation Cross-connects and applicable SOMEC non-recurring rates for this bulk migration work-around process, in addition to any applicable tariff charges for the Special Access Transport circuits.

**Review and State of the Section of t

43.14. STS agrees to keep its past and future billing accounts current based upon the services STS actually orders. Nothing contained herein prevents STS from disputing charges that it legitimately believes are not covered by this Settlement Agreement and that it has a right to dispute.

14.15. All parties to this Agreement represent and warrant that no other person or entity has, or has had, any interest in the claims, demands or obligations or causes of actions referred to in this Agreement, that each party to this Agreement has the right and authority to execute this Agreement, that neither party has sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

15-16. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. The parties hereby consent to jurisdiction and venue in the United States District Court for the Northern District of Florida. The parties agree to accept service of process by U.S. certified or registered mail, return-receipt requested, or by any other method authorized by Florida law. [JIM MEZA TO DISCUSS WITH ALAN]

16.17. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or

appropriate to give full force and effect to the terms and conditions of the Agreement.

17.18. This Agreement contains the entire agreement between the parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the successors and assigns of all parties hereto. However, neither BST nor STS has the right to assign or otherwise transfer its rights and obligations under this Agreement, whether by merger, operation of law or otherwise, without the written consent of the other party.

18-19. Each party shall be responsible for its own costs and attorneys fees.

19.20. This Agreement may be signed in counterparts with facsimile transmitted signatures being deemed an original, and all of which when signed by the respective parties when taken together, will constitute the full and final agreement of the parties hereto.

20.21. This Agreement will be construed as if drafted by both parties.

21.22. The implementation and continued efficacy of the rights and benefits provided under this Agreement are expressly conditioned upon the continued confidentiality of (i) the fact of the settlement and entry into the Agreement and (ii) each and every term contained herein. The condition of confidentiality is a material provision of this Agreement and STS and BST each expressly acknowledge that it would not have entered into this Agreement without the benefit of this confidentiality provision. The parties also agree that the fact and terms of this Agreement are to be kept strictly confidential and are not to be or caused to be disclosed, communicated, disseminated, or publicized, directly or indirectly, specifically or generally, to any person, member of the media, business organization, corporation, association, or governmental agency, except as follows: (1) to the extent necessary to report income or expenses to appropriate taxing authorities; (2) in response to any order of a court of competent jurisdiction; (3) in response to subpoena duly issued by a state or federal court or governmental agency; (4) to the parties accountants, attorneys or other such professionals in the course of providing necessary professional services, and, such as tax preparation. Upon inquiry by any third party as to the status of the matters contained in this Agreement, other than those persons specifically identified above, the response shall be strictly limited to a representation that the matter has been amicably and satisfactorily resolved.

The condition of confidentiality is a material provision of this Agreement, and STS and BST each expressly acknowledge that it would not have entered into this Agreement without the benefit of this confidentiality provision. The parties acknowledge that failure to comply with this provision would cause irreparable injury, which would not be adequately compensated by monetary relief. The parties agree that any breach of this provision would entitle the non-breaching party of to immediate injunctive relief. Additionally, if any party breaches this

Agreement the breaching party shall pay to the non-breaching party all attorney's fees and costs incurred in obtaining the injunction.

22.23. BST and STS acknowledge and agree that this Agreement is the result of a negotiated compromise and is not in any manner an admission by BST or STS of any liability, wrongdoing or responsibility on either BST or STS.

23.24. No modification of the terms hereof shall be valid or enforceable unless contained in a written document executed by both parties. This Agreement and exhibits shall supersede any prior agreements, memoranda, notes, draft agreements or Order(s) involving the subject matter hereof.

24.25. This Agreement does not, in any way, modify, amend or abrogate the current Interconnection Agreement between BST and STS.

25.26. Should any provision of this Agreement be declared void, voidable, illegal, unconscionable or unenforceable by any court of competent jurisdiction, this shall not affect the remainder of the Agreement in any manner, which shall remain in full force and effect.

26.27. Each of the parties to this Agreement has the requisite power and authority to execute and deliver this Agreement, which constitutes a legally binding obligation of each of the parties.

27.28. BST and STS understand and agree that the consideration recited in this Agreement is the sole and only consideration for this Agreement. Further, STS and BST agree that no promise, inducement, or agreement contained in this Agreement has been made on any subject in connection with this Agreement and that they have not been induced to execute this Agreement by reason of non-disclosure or suppression of any fact.

28.29. BST and STS acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution of this Agreement, have in fact done so, and have been specifically advised by counsel of the consequences of this Agreement and their respective rights and obligations hereunder.

29.30. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

SATURN TELECOMMUNCATION SERVICES, INC. d/b/a STS TELECOM, a Florida corporation

Ву:	
BELLSOUTH TEI INC., a Georgia co	LECOMMUNCATIONS, orporation
Bv:	

From:

Piatkowski, Nancy M < Nancy Piatkowski@Bell South.com>

Sent:

Thursday, October 19, 2006 3:38 PM

To:

Pate, Ronald < Ronald . Pate@bellsouth.com>; Fields, Karen

<Karen.Fields@BellSouth.com>

Cc:

Shore, Kristen < Kristen. Shore@bellsouth.com>

Subject:

Re: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

Yes, these LSRs will be excluded from Ordering and Provisioning measures. Karen, please let me know as soon as you have a feel for when this activity will begin so I can issue initiate the code changes. I'll circle back with Ron Moore and Pam to refresh everyone's memory since this was last discussed back in July.

Thanks! Nancy

Nancy Piatkowski

205 988-4116

---- Original Message -----

From: Pate, Ronald

To: Fields, Karen; Piatkowski, Nancy M

Cc: Shore, Kristen

Sent: Thu Oct 19 14:31:41 2006

Subject: Re: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC That is my understanding based on Nancy's response to my email. I will defer to Nancy

in the event I misunderstood.

Ron Pate

BellSouth Business Markets - Wholesale

404-927-5585

---- Original Message -----

From: Fields, Karen

To: Pate, Ronald; Piatkowski, Nancy M

Cc: Shore, Kristen

Sent: Thu Oct 19 14:38:33 2006

Subject: RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC Ron & Nancy, thanks for re-reviewing and reiterating the same conclusion. I want to be clear that ordering and provisioning will be excluded from SEEMS. Is that correct? Please include Kristen in your response and then I will try to leave you both alone for a while.

Thanks again.

Karen

----Original Message----

From: Pate, Ronald

Sent: Thursday, October 19, 2006 12:08 PM

To: Piatkowski, Nancy M

Cc: Fields, Karen

Subject: RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

Thanks for update. Bottom line appears these will all be identified and excluded from SQM/SEEM. That is what I will advise if asked.

Ron

----Original Message---From: Piatkowski, Nancy M

Sent: Thursday, October 19, 2006 12:59 PM

To: Pate, Ronald Cc: Fields, Karen

Subject: RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

Ron,

This is the issue we talked about in July where Saturn Telephone bought a fiber ring in Florida and was promised something by the account team that we can't do. As a compromise we told them they could order Commingled Design Voice Grade loops, but that currently has to be done manually. A workaround was proposed to allow them to use a modification of the 'Single LSR in a Bulk Arrangement' process to get them in the door to at least create the Service Orders, but they would all fall out to the center for correction. Saturn is going to populate a fictitious cable and pair to get the LSR in the door and put the 'real' CFA in the remarks section. The rep will change the class of service and correct the cable and pair on the loop order.

They will all have a Project ID and BOPI that begins with COMMNGFL so we can identify them for exclusion from the Ordering measures. We discussed excluding them from FOCT and RI as projects, and counting them as planned manual fallout in Flow-Through. They will not impact Service Order Accuracy, and are supposed to be L-Appt coded so they will be excluded from OCI.

Does that sound familiar?

Nancy

----Original Message-----

From: Pate, Ronald

Sent: Thursday, October 19, 2006 10:37 AM

To: Fields, Karen; Haggman, Parkey

Cc: Meza, James; Shore, Kristen; Lemoine, Annamarie; Davis, Tosha; Allen, Advernall; Lepkowski, Michael J; Cathey, Marcus B; Hendrix, Jerry D; Milner, Keith; Piatkowski, Nancy M

Subject: RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

REDACTED

Ron

----Original Message----

From: Fields, Karen

Sent: Wednesday, October 18, 2006 4:51 PM

To: Haggman, Parkey

Cc: Meza, James; Shore, Kristen; Lemoine, Annamarie; Davis, Tosha; Allen, Advernall; Lepkowski, Michael J; Cathey, Marcus B; Hendrix, Jerry D; Milner, Keith; Piatkowski, Nancy M; Pate, Ronald

Subject: RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

REDACTED

REDACTED

Karen

--Original Message-From: Haggman, Parkey

Sent: Wednesday, October 18, 2006 3:31 PM

To: Fields, Karen

Cc: Meza, James; Shore, Kristen; Lemoine, Annamarie; Davis, Tosha; Allen, Advernall;

Lepkowski, Michael J; Cathey, Marcus B; Hendrix, Jerry D; Milner, Keith

Subject: RE: LEGAL-#648732-v1-BellSouth proposed Settlement to STS.DOC

REDACTED

From: Fields, Karen

Sent: Wednesday, October 18, 2006 4:26 PM

To: Haggman, Parkey

Cc: Meza, James: Shore, Kristen; Lemoine, Annamarie; Davis, Tosha; Allen, Advernall;

Lepkowski, Michael J; Cathey, Marcus B; Hendrix, Jerry D; Milner, Keith

Subject; RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

REDACTED

---Original Message----

From: Haggman, Parkey

Sent: Wednesday, October 18, 2006 9:50 AM

To: Fields, Karen

Cc: Meza, James; Shore, Kristen; Lemoine, Annamarie; Davis, Tosha; Allen, Advernall;

Lepkowski, Michael J; Cathey, Marcus B; Hendrix, Jerry D; Milner, Keith

Subject: RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

From: Fields, Karen

Sent: Wednesday, October 18, 2006 10:22 AM

To: Haggman, Parkey

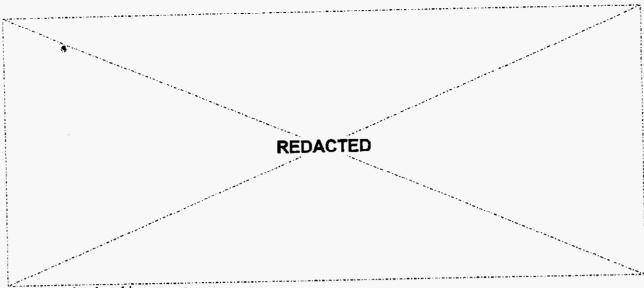
Cc: Meža, James; Shore, Kristen; Lemoine, Annamarie; Davis, Tosha; Allen, Advernali: Lepkowski, Michael J; Cathey, Marcus B; Hendrix, Jerry D; Fields, Karen; Milner, Keith Subject: FW: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

REDACTED

---Original Message-From: Haggman, Parkey

Sent: Wednesday, October 18, 2006 8:55 AM

To: Meza, James; Shore, Kristen; Lemoine, Annamarie; Davis, Tosha; Allen, Advernall; Lepkowski, Michael J; Cathey, Marcus B; Hendrix, Jerry D; Fields, Karen; Milner, Keith Subject: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS,DOC



Parkey Jordan Haggman
BellSouth Telecommunications, Inc.
404-335-0794
parkey.haggman@bellsouth.com

From:

Piatkowski, Nancy M <np3359@att.com>

Sent:

Wednesday, June 13, 2007 5:16 PM

To:

Strawter, Rodney J <rs2809@att.com>

Cc:

Roney, Anjelynne <ar2669@att.com>; Fields, Karen <kf2028@att.com>; Purifoy,

Kimberly <kp6326@att.com>; Rockett, Stacy <sr6695@att.com>

Subject:

Re: SL2 Conversions Live test in STS NODs

Rodney,

We got approval from Regulatory (Ron Pate) to exclude these from the Ordering measures. We count them in Flow-Thru as Planned Manual, and we treat them as Projects in the interval based measures.

They are captured in our data but excluded.

Thanks,

Nancy

Nancy Piatkowski 205 988-4116

---- Original Message ----From: Strawter, Rodney J To: Piatkowski, Nancy M

Cc: Roney, Anjelynne; Fields, Karen; Purifoy, Kimberly; Rockett, Stacy

Sent: Wed Jun 13 16:09:24 2007

Subject: FW: SL2 Conversions Live test in STS NODs

Nancy,

Thee PONs below are for Bulk migration. I'm being told they were not capured in PMAP. A little background, these PONs are a part of the workaround for STS (CLEC). They do not use the Bulk Scheduling tool. They type unique BOPIs for each Bulk package. Can you determine I PMAP is picking these PONs as BULK?

We have a CLEC complaint that we are trying to respond to.

Thx,

Rodney Strawter
Staff Manager-Process & Design Implementation
AT&T Wholesale Mkts
[LSC-LNP, Loops, Loop with LNP, WNP, UNF Bulk(Batch Hot Cut), Number Pooling/Resource Mgmnt, Area Transfer]
rodney.strawter@bellsouth.com (interactive)
404 927-5163 (tel#) 404 873-6069 (fax)
rs2809@att.com (email)

From: Roney, Anjelynne

Sent: Wednesday, June 13, 2007 11:52 AM

To: Strawter, Rodney J

Subject: FW: SL2 Conversions Live test in STS NODs

Importance: High

See the PONS listed at the bottom

~Anje

From: LSM Group

Sent: Tuesday, May 29, 2007 2:13 PM

æ

To: Purifoy, Kimberly, Echols, Edgar, Martin, Dianne S; Stephens, Velma, Schall, Jack, Roney, Anjelynne

Cc: LSM Group

Subject: FW: SL2 Conversions Live test in STS NODs

Importance: High

Heads up!! Please forward on to all who may have a need to know.

Thanks!

Stacy Rockett Local Support Manager - AT&T Customer Care 800 511-6555

From: Ron Curry [mailto:rcurry@ststelecom.com]

Sent: Tuesday, May 29, 2007 1:57 PM To: LSM Group; 'Caryn Roldan'

Cc: kkramer@ststelecom.com; 'Kathy Cicero'; clugo@ststelecom.com; 'Francisco Ulloa'; Pannell, Robby K; Hammond, Diann;

dpeele@ststelecom.com; 'Rolando Victor'; Schall, Jack; Washington, Darryl; 'Andrew Silber'

Subject: SL2 Conversions Live test in STS NODs

Importance: High

Good Afternoon Team,

STS has submitted Live Test Customer for additional STS NODs.. I have listed the PONs below. If you need any additional

information, please let me know.

PON# RC-32827-V1B

PON# RC1-32827-V2B

PON# RC1 26325-V2B

PON# RC2-29915-V2B

PON# RC1-25018-V1B

PON# RC2-21668-V2B

Thanks

Ronald E Curry

Local Telecom SME/Provisioning Manager

STS Telecom

1-800-610-7600 Ext. 1906

DID 954 449-8330

Fax 786-363-0131

Email: rcurry@ststelecom.com

The most erroneous stories are those we think we know best - and therefore never scrutinize or question."

From:

Piatkowski, Nancy M <np3359@att.com>

Sent:

Thursday, June 14, 2007 8:57 AM

To:

Strawter, Rodney J <rs2809@att.com>

Cc:

Roney, Anjelynne <ar2669@att.com>; Fields, Karen <kf2028@att.com>; Purifoy,

Kimberly <kp6326@att.com>; Rockett, Stacy <sr6695@att.com>

Subject:

RE: SL2 Conversions Live test in STS NODs

Rodney,

I don't know anything about a Bulk Report. I thought there was something that came out of the Bulk Scheduling tool (don't know anything about that either), but these weren't generated out of that tool so that's why they weren't showing up when they logged in. There is no formal measure for Bulk LSRs, they are just included in the regular 271 reports, but these are excluded because they weren't really Bulk LSRs in the true sense of how bulk was designed.

If you can give me additional info as to where this Bulk Report comes from maybe I can help track it down?

Nancy Piatkowski | Performance Measures | AT&T Southeast 1876 Data Dr. | Birmingham, AL | 205 988-4116 | np3359

----Original Message-----From: Strawter, Rodney J

Sent: Wednesday, June 13, 2007 4:38 PM

To: Piatkowski, Nancy M

Cc: Roney, Anjelynne; Fields, Karen; Purifoy, Kimberly; Rockett, Stacy

Subject: RE: SL2 Conversions Live test in STS NODs

Nancy

To try and sum, when these service orders are generated, will they show up on the Bulk report in the PMAP tool or not? If not, what is the reason they will not show up?

Thanks again,

Rodney Strawter

----Original Message-----From: Piatkowski, Nancy M

Sent: Wednesday, June 13, 2007 5:16 PM

To: Strawter, Rodney J

Cc: Roney, Anjelynne; Fields, Karen; Purifoy, Kimberly; Rockett, Stacy

Subject: Re: SL2 Conversions Live test in STS NODs

Rodney,

We got approval from Regulatory (Ron Pate) to exclude these from the Ordering measures. We count them in Flow-Thru as Planned Manual, and we treat them as Projects in the interval based measures.

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Thanks.

Nancy

Nancy Piatkowski 205 988-4116

---- Original Message ----From: Strawter, Rodney J To: Piatkowski, Nancy M

Cc: Roney, Anjelynne, Fields, Karen, Purifoy, Kimberly, Rockett, Stacy

Sent: Wed Jun 13 16:09:24 2007

Subject: FW: SL2 Conversions Live test in STS NODs

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We have a CLEC complaint that we are trying to respond to.

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Rodney Strawter

Staff Manager-Process & Design Implementation AT&T Wholesale Mkts
[LSC-LNP, Loops, Loop with LNP, WNP, UNE Bulk(Batch Hot Cut), Number Pooling/Resource Mgmnt, Area Transfer]
rodney.strawter@bellsouth.com (interactive)
404 927-5163 (tel#) 404 873-6069 (fax)
rs2809@att.com (email)

From: Roney, Anjelynne

Sent: Wednesday, June 13, 2007 11:52 AM

To: Strawter, Rodney J

Subject: FW: SL2 Conversions Live test in STS NODs

Importance: High

See the PONS listed at the bottom

~Anje

From: LSM Group

Sent: Tuesday, May 29, 2007 2:13 PM

To: Purifoy, Kimberly, Echols, Edgar, Martin, Dianne S; Stephens, Velma; Schall, Jack; Roney, Anjelynne

Cc: LSM Group

.

Subject: FW: SL2 Conversions Live test in STS NODs

Importance: High

Heads up!! Please forward on to all who may have a need to know.

Thanks!

Stacy Rockett

Local Support Manager - AT&T Customer Care 800 511-6555

From: Ron Curry [mailto:rcurry@ststelecom.com]

Sent: Tuesday, May 29, 2007 1:57 PM

To: LSM Group; 'Caryn Roldan'
Cc: kkramer@ststelecom.com; 'Kathy Cicero'; clugo@ststelecom.com; 'Francisco Ulloa'; Pannell, Robby K; Hammond, Diann;

dpeele@ststelecom.com; 'Rolando Victor'; Schall, Jack; Washington, Darryl; 'Andrew Silber'

Subject: SL2 Conversions Live test in STS NODs

Importance: High

Good Afternoon Team,

STS has submitted Live Test Customer for additional STS NODs.. I have listed the PONs below. If you need any additional information, please let me know.

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PON# RC1-32827-V2B

PON# RC1 26325-V2B

PON# RC2-29915-V2B

PON# RC1-25018-V1B

PON# RC2-21668-V2B

Thanks

Ronald E Curry

Local Telecom SME/Provisioning Manager

STS Telecom

1-800-610-7600 Ext. 1906

DID 954 449-8330

Fax 786-363-0131

Email: rcurry@ststelecom.com

The most erroneous stories are those we think we know best -- and therefore never scrutinize or question."

From:

Strawter, Rodney J <rs2809@att.com>

Sent:

Monday, June 11, 2007 9:51 AM

To:

Roney, Anjelynne <ar2669@att.com>; Echols, Edgar <ee1803@att.com>; Rockett, Stacy <sr6695@att.com>; Fields, Karen <kf2028@att.com>; Purifoy, Kimberly <kp6326@att.com>; Berard, Tina L <tb7205@att.com>; Piatkowski,

Nancy M <np3359@att.com>; Stephens, Velma <vs7688@att.com>

Cc:

Ray, Kathryn B < kr9921@att.com>; LSM Group

<LSM.Group@BellSouth.com>; Hawley, Ester R <rh1297@att.com>; Ennis,

James <je1888@att.com>

Subject:

RE: STS Work Around Bulk Migration

Anje,

I have a 1030-1130 EST meeting already scheduled tomorrow. Right now, appears that 2-3 or 3-4 eastern are available for

Let me know.

Rodney Strawter
Staff Manager-Wholesale Mkt and Products
[LCSC WLNP, LNP RPON/Defect, UNE Bulk&REQTYP BB, Number Pooling/Resource Mgmnt]
ipager - rstrawter@imcingular.com
TN 404 927-5163

---Original Message----From: Roney, Anjelynne

Sent: Monday, June 11, 2007 9:25 AM

To: Strawter, Rodney J, Echols, Edgar; Rockett, Stacy; Fields, Karen; Purifoy, Kimberly; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; LSM Group; Hawley, Ester R; Ennis, James; Roney, Anjelynne Subject: RE: STS Work Around Bulk Migration

All,

.

I will be sending out a meeting notice to discuss this issue later today around 10:00am to give everyone the opportunity to respond. I would like to hold the conference call on Tuesday @ 10:00 am CST / 11:00 am EST. This will ensure that we do not interrupt lunch for those on EST.

Thoughts?

~Anje

----Original Message-----From: Strawter, Rodney J

Sent: Thursday, June 07, 2007 6:43 PM

To: Echols Edgar, Roney, Anjelynne; Rockett, Stacy; Fields, Karen; Purifoy, Kimberly; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; LSM Group; Hawley, Ester R; Ennis, James

Subject: RE: STS Work Around Bulk Migration

From an LCSC standpoint, I agree with Eddie's assessment and the PM group did also. Sending emails was decided as being inefficient and too numerous.

Rodney Strawter

Staff Manager-Wholesale Mkt and Products [LCSC WLNP, LNP RPON/Defect, UNE Bulk&REQTYP BB, Number Pooling/Resource Mgmnt] ipager - rstrawter@imcingular.com TN 404 927-5163

----Original Message-----From: Echols, Edgar

Sent: Thursday, June 07, 2007 6:22 PM

To: Roney, Anjelynne; Rockett, Stacy; Fields, Karen; Purifoy, Kimberly, Strawter, Rodney J; Berard, Tina L; Piatkowski,

Nancy M; Stephens, Velma

Cc. Ray, Kathryn B; LSM Group; Hawley, Ester R; Ennis, James

Subject: Re: STS Work Around Bulk Migration

As information the LSC's work instructions say the rep will send a PM Notification but it was agreed early on by the PM group and by the LSC that it was redudant work. We also discussed this early on with the STS project and again we agreed that the PM Notice wd nt be sent on each and every pon due to redudancy with the pmap tool and the total volume of emails that wd be sent.

If this process is to change we will need to discuss further.

Eddie

---- Original Message -----From: Roney, Anjelynne

To: Rockett, Stacy; Fields, Karen; Purifoy, Kimberly; Strawter, Rodney J; Berard, Tina L; Piatkowski, Nancy M; Stephens,

Volma; Echols, Edgar

Cc: Ray, Kathryn B; LSM Group; Hawley, Ester R; Roney, Anjelynne; Ennis, James

Sent: Thu Jun 07 16:13:25 2007

Subject: RE: STS Work Around Bulk Migration

All,

It has been brought to my attention that these test orders have been flowing through CWINS since February and bypassing Project Management. If this is so, would we really need to engage Project Management? If so, what value is it adding? We are not following the documented process, but its working!

Thanks,

Anje

From: Rockett, Stacy

Sent: Thursday, June 07, 2007 10:14 AM

To: Roney, Anjelynne; Fields, Karen; Purifoy, Kimberly, Strawter, Rodney J; Berard, Tina L; Piatkowski, Nancy M;

Stephens, Velma; Echols, Edgar

Cc: Ray, Kathryn B; LSM Group

Subject: RE: STS Work Around Bulk Migration

I'm not sure I understand. The BOPI is created when they submit their LSR, not to mention it's not always going to be the same. I can contact them, however, I need to understand what they mean by having them create their BOPI.

This is a 12 character Bulk Order Package Identifier (BOPI). The 12 character BOPI is made up of the following and is required for each BSLA:

Positions 1-8 will always be "COMMNGFL" for all BSLA orders

Positions 9-12 will be unique for each BSLA and will be formatted as 0001, 0002, 0003, etc. (a different number is required for each BSLA)

The same BOPI is required on each LSR that is part of the same BSLA.

Stacy Rockett

Local Support Manager - AT&T Customer Care 800 511-6555

From: Roney, Anjelynne

Sent: Thursday, June 07, 2007 10:03 AM

To: LSM Group, Fields, Karen, Purifoy, Kimberly, Strawter, Rodney J, Berard, Tina L, Piatkowski, Nancy M; Stephens,

Velma, Echols, Edgar

Cc: Ray, Kathryn B; Roney, Anjelynne; Rockett, Stacy

Subject:

RE: STS Work Around Bulk Migration

All,

I have been asked to have the account team contact the customer and have them create their BOPI. This was request by the developer.

~Anje

From: LSM Group

Sent: Thursday, June 07, 2007 8:45 AM

To: Fields, Karen; Roney, Anjelynne; Purifoy, Kimberly; Strawter, Rodney J; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma; Echols, Edgar

Cc: Ray, Kathryn B; LSM Group

Subject: RE: STS Work Around Bulk Migration

Yes they are following the process: Here are a few examples of the latest PON's. Also, these would/should be clarified by the LCSC if all criteria wasn't met due to the nature of this work around.

PON# RC1-30578-V1B - Bulk Order Package Identifier: COMMNGFL0011

Project: COMMNGFL0011BULK

PON# RC2-32528-V1B Bulk Order Package Identifier: COMMNGFL0011

Project: COMMNGFL0011BULK

PON# RC3-33302-V1B Bulk Order Package Identifier: COMMNGFL0011

Project : COMMNGFL001 IBULK

If you all need more examples let me know.

Stacy Rockett

Local Support Manager - AT&T Customer Care 800 511-6555

From: Fields, Karen

Sent: Thursday, June 07, 2007 8:31 AM

To: Roney, Anjelynne; Purifoy, Kimberly; Strawter, Rodney J, Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Ce: Ray, Kathryn B; Rockett, Stacy

Subject: RE: STS Work Around Bulk Migration

So it would seem that STS has not been following the work around bulk guidelines.

----Original Message----

From: Roney, Anjelynne

Sent: Wednesday, June 06, 2007 4:23 PM

To: Roney, Anjelynne; Purifoy, Kimberly; Strawter, Rodney J; Fields, Karen; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; Rockett, Stacy

Subject:

RE: STS Work Around Bulk Migration

All,

According to the system developer:

There are only three BOPI's in our systems that have ever been created by this account. They all have due dates in 2006 and have all been cancelled. So I'm not sure what exactly we are trying to find.

If there is not an active BOPI in our system, then I would not expect it to appear on the report.

~Anje			

From Roney, Anjelynne

Sent: Wednesday, June 06, 2007 8:22 AM

To: Purifoy, Kimberly; Strawter, Rodney J; Fields, Karen; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Ce: Ray, Kathryn B; Rockett, Stacy, Roney, Anjelynne Subject: RE: STS Work Around Bulk Migration

All,

I am not sure why all of this is happening, but system administration is investigating the problem and they are using the PON numbers that were provided. I will check with the PMAP SME to see if she has heard anything from them this morning.

~Anje

From: Purifoy, Kimberly

Sent: Wednesday, June 06, 2007 6:42 AM

To: Strawter, Rodney J, Fields, Karen, Berard, Tina L, Piatkowski, Nancy M, Stephens, Velma

Cc: Bay, Kathryn B; Roncy, Anjelynne; Rockett, Stacy

Subject: RE: STS Work Around Bulk Migration

The whole point is that these are not showing up in the Bulk Report that we open and view. Regardless of what it starts or ends with or whether or not the LCS is receiving it; it isn't showing up. I know that I should be able to (but I can't) which is why we are having this discussion.

From: Strawter, Rodney J

Sent: Tuesday, June 05, 2007 4:45 PM

To: Fields, Karen; Purifoy, Kimberly; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; Roney, Anjelynne; Rockett, Stacy

Subject: RE: STS Work Around Bulk Migration

No it does not mean that. PMs can see BOPI and orders in PMAP. Orders are desined to fall into the LCSC

From: Fields, Karen

Sent: Tuesday, June 05, 2007 5:42 PM

To: Strawter, Rodney J; Purifoy, Kimberly; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; Roney, Anjelynne; Rockett, Stacy Subject: RE: STS Work Around Bulk Migration

So does this mean that the orders will not show up for project management if excluded from SEEMS and the orders fall at LCSC?

----Original Message----

From: Strawter, Rodney J

Sent: Tuesday, June 05, 2007 4:35 PM

To: Fields, Karen; Purifoy, Kimberly; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; Roney, Anjelynne; Rockett, Stacy

Subject: RE: STS Work Around Bulk Migration

Based on the fact that these LSRs have BOPI, Project ID and NOR, they should show in the PMAP tool And

they will look like any other Bulk order. As Tina and Nancy states, these STS Bulks were designed to be excluded from SEEMs and fallout in the LCSC to handle orders.

Rodney Strawter

Staff Manager-Wholesale Mkt and Products

[LCSC WLNP, LNP RPON/Defect, UNE Bulk&REQTYP BB, Number Pooling/Resource Mgmnt]

ipager - rstrawter@imcingular.com

TN 404 927-5163

From: Fields, Karen

Sent: Tuesday, June 05, 2007 5:22 PM

To: Purifoy, Kimberly; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma Cc: Ray, Kathryn B; Roney, Anjelynne; Rockett, Stacy; Strawter, Rodney J

Subject: RE: STS Work Around Bulk Migration

I don't understand why it would matter what the BOPI looks like as long as it has 'BULK' at the end of it? I would think it would still show up as a bulk migration order.

The BOPI will be unique. Rodney, any more insight here?

----Original Message-----

From: Purifoy, Kimberly

Sent: Tuesday, June 05, 2007 4:00 PM

To: Berard, Tina I.; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; Roney, Anjelynne; Rockett, Stacy; Fields, Karen

Subject: RE: STS Work Around Bulk Migration

Then the question remains how is project management adding value, or expected to know when these are foo'd. If the lose is just keying orders and none of them are tied together in any way, what is there for us to manage?

Also I have a huge concern if I am supposed to be able to track these including the test orders already out there.

We (Anje and I) were told several times that this would be business as usual Bulk Migration for the PM group. Usual for us is to receive a notification and to have a view of what the customer submits.

From: Berard, Tina L

Sent: Tuesday, June 05, 2007 3:37 PM

To: Piatkowski, Nancy M; Purifoy, Kimberly; Stephens, Velma

Cc: Ray, Kathryn B; Roney, Anjelynne

Subject: RE: STS Work Around Bulk Migration

Nancy,

You are correct!

Tina

From: Piatkowski, Nancy M

Sent: Tuesday, June 05, 2007 3:35 PM

To: Purifoy, Kimberly; Berard, Tina L; Stephens, Velma

Ce: Ray, Kathryn B; Roney, Anjelynne

Subject: RE: STS Work Around Bulk Migration

Okay, now I understand! You're in the Bulk Scheduling tool. Tina, help me here. I don't think these are really "Bulk Migrations", they are just using the Project and BOPI field to get them in the door mechanically, right? Then they all fall for manual handling. The BOPI's all begin with COMMNGFL, which is not generated by the Scheduling Tool. That's why they arent' showing up, I think.

Everybody else, agree/disagree?

From: Purifoy, Kimberly

Sent: Tuesday, June 05, 2007 3:30 PM

To: Piatkowski, Nancy M; Berard, Tina L; Stephens, Velma

Cc: Ray, Kathryn B; Roney, Anjelynne

Subject: RE: STS Work Around Bulk Migration

What I mean is that when I log in, I go into the "View Bulk Migration Tool" then to "Bulk Migration Reports". That opens the Bulk Requests. There are no requests for STS (Saturn Telecom) on that report. Also, we (Project Managers) receive BOPI notifications automatically every time a new one hits the report, these are not generating that pop up either. I have no way to know when there is a BOPI for this project.

From: Piatkowski, Nancy M.

Sent: Tuesday, June 05, 2007 2:55 PM

To: Berard, Tina L; Purifoy, Kimberly; Stephens, Velma Subject: RE: STS Work Around Bulk Migration

Tina,

Yes, we exclude them from the PMAP measures. They are still in our feeds, and we bring them into the PMAP warehouse tables but just don't count them.

Kimberly, I don't understand what is meant by 'we can't see them in PMAP' or 'they are not populating in PMAP'. Where are you looking and what are you looking for?

Nancy
From: Berard, Tina L

Sent: Tuesday, June 05, 2007 2:50 PM

To: Purifoy, Kimberly; Stephens, Velma; Piatkowski, Nancy M

Subject: RE: STS Work Around Bulk Migration

We got PMAP to agree to exclude these orders based on the BOPI. The request for exclusion was to prevent the potential for SEEMS.

But, it may be that exclusion caused them also not to even appear.

Nancy, is that a true statement?

Thank you, Tina

From: Purifoy, Kimberly

Sent: Monday, June 04, 2007 1:37 PM To: Berard, Tina L; Stephens, Velma

Subject: FW: STS Work Around Bulk Migration

Do either of you know why these aren't populating in PMAP?

From: Fields, Karen

Sent: Monday, June 04, 2007 1:12 PM

To: Purifoy Kimberly

Cc: Roney, Anjelynne; Rockett, Stacy; Ray, Kathryn B; Strawter, Rodney J

Subject: RE: STS Work Around Bulk Migration

I don't know why they aren't coming to you for handling. If the BOPI is on the order I would think they would come to you. Angie or Rodney, do you know why?

----Original Message-----

From: Purifoy, Kimberly

Sent: Monday, June 04, 2007 12:57 PM

To: Fields, Karen

Cc: Roney, Anjelynne; Rockett, Stacy; Ray, Kathryn B

Subject: STS Work Around Bulk Migration

There have been some STS orders that have been recently issued. I cannot see them in PMAP nor do they populate an automatic BOPI notification. Without this notification, I don't have any way to know when the clec has placed a request or been foc'd. Please let me know what the expectation is for project management's involvement if the orders do not come to us for handling.

Thanks,

Kimberly Purifoy Local Project Manager 205 714 0188

4

From:

Piatkowski, Nancy M <np3359@att.com>

Sent:

Thursday, June 7, 2007 9:39 AM

To:

Fields, Karen < kf2028@att.com>; Roney, Anjelynne < ar2669@att.com>; Purifoy, Kimberly < kp6326@att.com>; Strawter, Rodney J < rs2809@att.com>; Berard, Tina L

, Stawter, Rouncy 3 -182809@att.com
, Stawter, Rouncy 3 -182809@att.com

Cc:

Ray, Kathryn B <kr9921@att.com>; Rockett, Stacy <sr6695@att.com>

Subject:

RE: STS Work Around Bulk Migration

Αll,

Just FYI - The only activity we have seen for these LSRs was in April, there were 24 that were excluded from the measures. Nothing in prior months.

Nancy

From: Fields, Karen

Sent: Thursday, June 07, 2007 8:31 AM

To: Roney, Anjelynne; Purifoy, Kimberly; Strawter, Rodney J; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; Rockett, Stacy

Subject:

RE: STS Work Around Bulk Migration

So it would seem that STS has not been following the work around bulk guidelines.

---Original Message----

From: Roney, Anjelynne

Sent: Wednesday, June 06, 2007 4:23 PM

To: Roney, Anjelynne; Purifoy, Kimberly; Strawter, Rodney J; Fields, Karen; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; Rockett, Stacy

Subject:

RE: STS Work Around Bulk Migration

AII,

According to the system developer:

There are only three BOPI's in our systems that have ever been created by this account. They all have due dates in 2006 and have all been cancelled. So I'm not sure what exactly we are trying to find.

If there is not an active BOPI in our system, then I would not expect it to appear on the report.

~Anje

From: Roney, Anjelynne

Sent: Wednesday, June 06, 2007 8:22 AM

To: Purifoy, Kimberly; Strawter, Rodney J; Fields, Karen; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; Rockett, Stacy; Roney, Anjelynne

Subject: RE: STS Work Around Bulk Migration

I am not sure why all of this is happening, but system administration is investigating the problem and they are using the PON numbers that were provided. I will check with the PMAP SME to see if she has heard anything from them this morning.

~Anje

From: Purifoy, Kimberly

Sent: Wednesday, June 06, 2007 6:42 AM

To: Strawter, Rodney J; Fields, Karen; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; Roney, Anjelynne; Rockett, Stacy

Subject: RE: STS Work Around Bulk Migration

The whole point is that these are not showing up in the Bulk Report that we open and view. Regardless of what it starts or ends with or whether or not the LCS is receiving it; it isn't showing up. I know that I should be able to (but I can't) which is why we are having this discussion.

From: Strawter, Rodney J

Sent: Tuesday, June 05, 2007 4:45 PM

To: Fields, Karen; Purifoy, Kimberly; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; Roney, Anjelynne; Rockett, Stacy

Subject: RE: STS Work Around Bulk Migration

No it does not mean that. PMs can see BOPI and orders in PMAP. Orders are desined to fall into the LCSC

From: Fields, Karen

Sent: Tuesday, June 05, 2007 5:42 PM

To: Strawter, Rodney J; Purifoy, Kimberly; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn 6; Roney, Anjelynne; Rockett, Stacy
Subject: RE: STS Work Around Bulk Migration

So does this mean that the orders will not show up for project management if excluded from SEEMS and the orders fall at LCSC?

----Original Message----

From: Strawter, Rodney J

Sent: Tuesday, June 05, 2007 4:35 PM

To: Fields, Karen; Purifoy, Kimberly; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; Roney, Anjelynne; Rockett, Stacy

Subject: RE: STS Work Around Bulk Migration

Based on the fact that these LSRs have BOPI, Project ID and NOR, they should show in the PMAP tool.And they will look like any other Bulk order. As Tina and Nancy states, these STS Bulks were designed to be excluded from SEEMs and fallout in the LCSC to handle orders.

Rodney Strawter

Staff Manager-Wholesale Mkt and Products [LCSC WLNP, LNP RPON/Defect, UNE Bulk&REQTYP BB, Number Pooling/Resource Mgmnt] ipager - rstrawter@imcingular.com
TN 404 927-5163

Francia Giolde Yayon

From: Fields, Karen

Sent: Tuesday, June 05, 2007 5:22 PM

To: Purifoy, Kimberly; Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma
 Co: Ray, Kathryn B; Roney, Anjelynne; Rockett, Stacy; Strawter, Rodney J

Subject: RE: STS Work Around Bulk Migration

I don't understand why it would matter what the BOPI looks like as long as it has 'BULK' at the end of it? I would think it would still show up as a bulk migration order.

The BOPI will be unique. Rodney, any more insight here?

Sent: Tuesday, June 05, 2007 4:00 PM

To: Berard, Tina L; Piatkowski, Nancy M; Stephens, Velma

Cc: Ray, Kathryn B; Roney, Anjelynne; Rockett, Stacy; Fields, Karen

Subject: RE: STS Work Around Bulk Migration

Then the question remains how is project management adding value, or expected to know when these are foc'd. If the lose is just keying orders and none of them are tied together in any way, what is there for us to manage?

Also I have a huge concern if I am supposed to be able to track these including the test orders already out there.

We (Anje and I) were told several times that this would be business as usual Bulk Migration for the PM group. Usual for us is to receive a notification and to have a view of what the customer submits.

From: Berard, Tina L

Sent: Tuesday, June 05, 2007 3:37 PM

To: Platkowski, Nancy M; Purifoy, Kimberty; Stephens, Velma

Cc: Ray, Kathryn B; Roney, Anjelynne

Subject: RE: STS Work Around Bulk Migration

Nancy,

You are correct!

Tina

From: Piatkowski, Nancy M

Sent: Tuesday, June 05, 2007 3:35 PM

To: Purifoy, Kimberly; Berard, Tina L; Stephens, Velma

Cc: Ray, Kathryn B; Roney, Anjelynne

Subject: RE: STS Work Around Bulk Migration

Okay, now I understand! You're in the Bulk Scheduling tool. Tina, help me here. I don't think these are really "Bulk Migrations", they are just using the Project and BOPI field to get them in the door mechanically, right? Then they all fall for manual handling. The BOPI's all begin with COMMNGFL, which is not generated by the Scheduling Tool. That's why they arent' showing up, I think.

Everybody else, agree/disagree?

From: Purifoy, Kimberly

Sent: Tuesday, June 05, 2007 3:30 PM

To: Piatkowski, Nancy M; Berard, Tina L; Stephens, Velma

Cc: Ray, Kathryn B; Roney, Anjelynne

Subject: RE: STS Work Around Bulk Migration

What I mean is that when I log in, I go into the "View Bulk Migration Tool" then to "Bulk Migration Reports". That opens the Bulk Requests. There are no requests for STS (Saturn Telecom) on that report. Also, we (Project Managers) receive BOPI notifications automatically every time a new one hits the report, these are not generating that pop up either. I have no way to know when there is a BOPI for this project.

From: Piatkowski, Nancy M

Sent: Tuesday, June 05, 2007 2:55 PM

To: Berard, Tina L; Purifoy, Kimberly; Stephens, Veima

Subject:

RE: STS Work Around Bulk Migration

Tina,

Yes, we exclude them from the PMAP measures. They are still in our feeds, and we bring them into the PMAP warehouse tables but just don't count them.

Kimberly, I don't understand what is meant by 'we can't see them in PMAP' or 'they are not populating in PMAP'. Where are you looking and what are you looking for?

Nancy

From: Berard, Tina L

Sent: Tuesday, June 05, 2007 2:50 PM

To: Purifoy, Kimberly; Stephens, Velma; Piatkowski, Nancy M

Subject: RE: STS Work Around Bulk Migration

We got PMAP to agree to exclude these orders based on the BOPI. The request for exclusion was to prevent the potential for SEEMS.

But, it may be that exclusion caused them also not to even appear.

Nancy, is that a true statement?

Thank you,

Tina

From: Purifoy, Kimberly

Sent: Monday, June 04, 2007 1:37 PM
To: Berard, Tina L; Stephens, Velma

Subject:

FW: STS Work Around Bulk Migration

Do either of you know why these aren't populating in PMAP?

From: fields, Karen

Sent: Monday, June 04, 2007 1:12 PM

To: Purifoy, Kimberly

Cc: Roney, Anjelynne; Rockett, Stacy; Ray, Kathryn B; Strawter, Rodney J

Subject: RE: STS Work Around Bulk Migration

I don't know why they aren't coming to you for handling. If the BOPI is on the order I would think they would come to you. Angle or Rodney, do you know why?

----Original Message----

From: Purifoy, Kimberly

Sent: Monday, June 04, 2007 12:57 PM

To: Fields, Karen

Cc: Roney, Anjelynne; Rockett, Stacy; Ray, Kathryn B

Subject: STS Work Around Bulk Migration

There have been some STS orders that have been recently issued. I cannot see them in PMAP nor do they populate an automatic BOPI notification. Without this notification, I don't have any way to know when the clec has placed a request or been foc'd. Please let me know what the expectation is for project management's involvement if the orders do not come to us for handling.

Thanks,

Kimberly Purifoy Local Project Manager 205 714 0188 From:

NAPIER, PAM (ATTOPS) <pn5621@att.com>

Sent:

Monday, July 14, 2008 1:45 PM

To:

SWALLER, KATHERINE C (Legal) <ks8643@att.com>

Cc:

PATE, RON (ATTBST) < p3999@att.com>; NAPIER, PAM (ATTOPS)

<pn5621@att.com>

Subject:

FW: LEGAL-#648732-v1-BellSouth proposed Settlement to STS.DOC



----Original Message----From: Piatkowski, Nancy M

Sent: Monday, July 14, 2008 1:34 PM

To: Napier, Pamela; Rainwater, Tommy; Price, Bradley

Subject: FW: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

ATTORNEY CLIENT PRIVILEGED COMMUNICATION Nancy Piatkowski SR Business Mgr IT >Wholesale Customer Care - Performance Measures (205) 988-4116

----Original Message----From: Pate, Ronald

Sent: Thursday, October 19, 2006 2:32 PM To: Fields, Karen; Piatkowski, Nancy M

Cc: Shore, Kristen

Subject: Re: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

That is my understanding based on Nancy's response to my email. I will defer to Nancy in the event I misunderstood.

Ron Pate

BellSouth Business Markets - Wholesale

404-927-5585

---- Original Message -----From: Fields, Karen

To: Pate, Ronald, Piatkowski, Nancy M

Cc: Shore, Kristen

Sent: Thu Oct 19 14:38:33 2006

Subject: RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

Ron & Nancy, thanks for re-reviewing and reiterating the same conclusion. I want to be clear that ordering and provisioning will be excluded from SEEMS. Is that correct? Please include Kristen in your response and then I will try to leave you both alone for a while.

Thanks again.

Karen

----Original Message-----From: Pate, Ronald

Sent: Thursday, October 19, 2006 12:08 PM

To: Piatkowski, Nancy M

Cc: Fields, Karen

Subject: RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

Thanks for update. Bottom line appears these will all be identified and excluded from SQM/SEEM. That is what I will advise if asked.

Ron

----Original Message-----From: Piatkowski, Nancy M

Sent: Thursday, October 19, 2006 12:59 PM

To: Pate, Ronald Cc: Fields, Karen

Subject: RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

Ron,

This is the issue we talked about in July where Saturn Telephone bought a fiber ring in Florida and was promised something by the account team that we can't do. As a compromise we told them they could order Commingled Design Voice Grade loops, but that currently has to be done manually. A workaround was proposed to allow them to use a modification of the 'Single LSR in a Bulk Arrangement' process to get them in the door to at least create the Service Orders, but they would all fall out to the center for correction. Saturn is going to populate a fictitious cable and pair to get the LSR in the door and put the 'real' CFA in the remarks section. The rep will change the class of service and correct the cable and pair on the loop order.

They will all have a Project ID and BOPI that begins with COMMNGFL so we can identify them for exclusion from the Ordering measures. We discussed excluding them from FOCT and RI as projects, and counting them as planned manual fallout in Flow-Through. They will not impact Service Order Accuracy, and are supposed to be L-Appt coded so they will be excluded from OCI.

Does that sound familiar?

Nancy

----Original Message----

From: Pate, Ronald

Sent: Thursday, October 19, 2006 10:37 AM

To: Fields, Karen; Haggman, Parkey

Cc: Meza, James, Shore, Kristen, Lemoine, Annamarie, Davis, Tosha, Allen, Advernall, Lepkowski,

Michael J; Cathey, Marcus B, Hendrix, Jerry D; Milner, Keith; Piatkowski, Nancy M

Subject: RE: LEGAL-#648732-v1-BellSouth proposed Settlement to STS.DOC

REDACTED

Ron

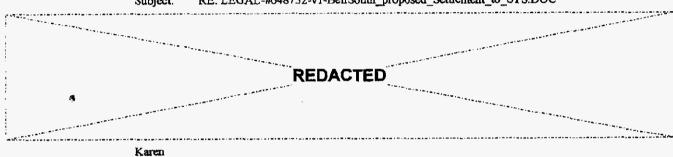
----Original Message-----From: Fields, Karen

Scnt: Wednesday, October 18, 2006 4:51 PM

To: Haggman, Parkey

Cc: Meza, James; Shore, Kristen; Lemoine, Annamarie; Davis, Tosha; Allen, Advernall; Lepkowski, Michael J; Cathey, Marcus B; Hendrix, Jerry D; Milner, Keith; Piatkowski, Nancy M; Pate, Ronald

Subject: RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC



----Original Message-----From: Haggman, Parkey

Sent: Wednesday, October 18, 2006 3:31 PM

To: Fields, Karen

Cc: Meza, James; Shore, Kristen; Lemoine, Annamarie; Davis, Tosha; Allen, Advernall;

Lepkowski, Michael J; Cathey, Marcus B; Hendrix, Jerry D; Milner, Keith

Subject: RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

REDACTED

From: Fields, Karen

Sent: Wednesday, October 18, 2006 4:26 PM

To: Haggman, Parkey

Cc: Meza, James; Shore, Kristen; Lemoine, Annamarie; Davis, Tosha; Allen, Advernall;

Lepkowski, Michael J; Cathey, Marcus B; Hendrix, Jerry D; Milner, Keith

Subject: RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

REDACTED

----Original Message----

From: Haggman, Parkey

Sent: Wednesday, October 18, 2006 9:50 AM

To: Fields, Karen

Ce: Meza, James; Shore, Kristen; Lemoine, Annamarie; Davis, Tosha; Allen, Advernall;

Lepkowski, Michael J; Cathey, Marcus B; Hendrix, Jerry D; Milner, Keith

Subject: RE: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

REDACTED

From: Fields, Karen

Sent: Wednesday, October 18, 2006 10:22 AM

To: Haggman, Parkey

Cc: Meza, James; Shore, Kristen; Lemoine, Annamarie; Davis, Tosha; Allen, Advernall;

Lepkowski, Michael J; Cathey, Marcus B; Hendrix, Jerry D; Fields, Karen; Milner, Keith

Subject: FW:LEGAL-#648732-v1-BellSouth proposed Settlement to STS.DOC

REDACTED

----Original Message----

From: Haggman, Parkey

Sent: Wednesday, October 18, 2006 8:55 AM

To: Meza, James; Shore, Kristen; Lemoine, Annamarie; Davis, Tosha; Allen, Advernall;

Lepkowski, Michael J; Cathey, Marcus B; Hendrix, Jerry D; Fields, Karen; Milner, Keith

Subject: LEGAL-#648732-v1-BellSouth_proposed_Settlement_to_STS.DOC

REDACTED

Parkey Jordan Haggman
BellSouth Telecommunications, Inc.
404-335-0794
parkey.haggman@bellsouth.com