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Subject: Docket # 00121A - Saturn Telecommunication Comments
Attachments: Florida Public Service Commission is soliciting comments SQM-SEEM 4-23-2010.pdf

Attached for filing, please find Saturn Telecommunication Sevices, Inc.'s Comments to CompSouth's Settlement Agreement with AT&T ("Settlement Agreement") Regarding Changes To AT&T's Wholesale Performance Assessment Plan.

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April 23, 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: Comments to CompSouth's Settlement Agreement with AT&T ("Settlement Agreement") regarding changes to AT&T's Wholesale Performance Assessment Plan

Dear Ms. Cole:

Attached for filing is Saturn Telecommunication Services, Inc.'s Comments to CompSouth's Settlement Agreement with AT&T ("Settlement Agreement") regarding changes to AT&T's Wholesale Performance Assessment Plan Thank you for your assistance in this matter.

Copies of the same have been furnished via e-mail to all interested parties on the Certificate of Service.

Very truly yours,

/s Alan C. Gold

ALAN C. GOLD

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Investigation in the establishment) Docket No: 000121A
Of operations support systems)
Permanent performance measures for) File date: April 23, 2010
Incumbent local exchange)
Telecommunications companies)

Saturn Telecommunications Services, Inc.'s ("STS") comments to CompSouth's Settlement Agreement with AT&T ("Settlement Agreement") regarding changes to AT&T's Wholesale Performance Assessment Plan

The following constitutes Saturn Telecommunications Services, Inc.'s ("STS") comments to CompSouth's Settlement Agreement with AT&T ("Settlement Agreement") regarding changes to AT&T's Wholesale Performance Assessment Plan, which was filed with the Commission on March 22, 2010.

STS has the following specific areas of concern regarding the Performance Assessment Plan which were not adequately addressed in the Settlement Agreement:

1. STS is concerned that per the Settlement Agreement, CompSouth takes no position on Tier II.
 - A. **Although, STS can agree that the Florida Public Service Commission ("Commission") should address the merits of eliminating or retaining Tier II as each see fit, STS believes that Tier II payments are necessary for each commission to recoup the cost for administrative oversight to the State.** Practically, when AT&T ignores CLEC complaints and presents erroneous information to Staff and the Commission, and damages to the CLECs result, AT&T should redress the wrongs that they caused. For example, the OSS Complaint filed in this docket on May 12, 2008 by several CLECs for the April 19, 2008 Release. Despite a letter to Staff from STS on or about April 14, 2008 (and provided to AT&T by Staff) concerning a pending major collapse of the OSS, and AT&T's awareness of the deficiencies in the pending release, AT& T implemented the release which resulted in the complaint. The Tier II Payments in the access of \$400,000.00 to the State of Florida was a fair assessment by the current Tier II plans. In another action filed by STS in Docket No. 090430, Staff conducted an Audit of LEX vs. LENS/RNS and found numerous deficiencies. If the retirement of LENS results in another disaster similar to the April 19, 2008 release, Tier II payments would be appropriate. Hopefully the retention of Tier II payments would help dissuade AT&T from taking such reckless actions that do not affect AT&T retail systems, but the wholesale systems utilized by CLECs.
 - B. **Tier II payments help the State recoup the cost of Staff efforts.**
 - C. Based upon the proven track record of AT&T in taking actions that benefit themselves to the detriment of other CLECs, **Tier II payments should**

not be eliminated, but rather increased. From 2002 until today, AT&T paid more than \$11 million to the Commission as a penalty for dealing with Section 271 violations, as well as anti-competitive and monopolist behavior by AT&T Florida. By increasing Tier II payments, STS believes AT&T will become more aligned with what is allowed by the State & Federal Law. If these payments are eliminated, a strong incentive for AT&T to follow the law is also eliminated. If AT&T follows the law and acceptable and established metrics, it would not be obligated to make any remedy payments. It is in the public's best interest that all measures be retained which help ensure fair and equal competition in the telecommunication industry in the State of Florida.

2. STS is concerned with Maintenance & Repair for Commingled Ckts.

A. **AT&T has stated that the UNE portion of a Commingled Ckt is captured in the UNE SQMs and are counted for any applicable SQM Tier I and SEEM Tier II payments.** STS disagrees and requests that AT&T provide detailed documentation on how this capture process is implemented, along with data capture, and true data that has been captured.

Example:

Per AT&T, a commingled DSO UNE Loop SL2 is an end to end Ckt and is entered into TIRKS (Trunk Integrated Record Keeping System). When that is a "repair" issue for a NDT (No Dial Tone):

- a) STS is required to contact CWINS after determining that the trouble is not on STS' end of the CKT/Switch.
- b) If CWINS determines that the trouble is not on the UNE portion of the CKT, CWINS closes the TT (Trouble Ticket) with NTF (No Trouble Found).
- c) If CWINS rolls a truck for dispatch of an AT&T Tech up to the dmarc, then STS is billed the truck roll.
- d) STS then has to call CWINS and check the status to make sure it is closed because you cannot open a TT in both Centers at the same time. Approximately 95% of the time, CWINS does not return the call or does a "soft hand-off" to ACAC. Then STS is forced to open a second TT with AT&T ACAC for the Special Access portion of the CKT.
- e) If ACAC finds the problem and subsequently fixes the problem, the TT is closed. No measure on the UNE Portion because ACAC closed the ticket and CWINS stated NTF. Meanwhile the UNE portion has been in an OOS (Out Of Service) condition for more than 24 hours.
- f) If ACAC closes the second TT (Special Access) as NTF, STS then has to call a Repair Manager on both sides to get the issue resolved. Meanwhile the End User is out of service, and AT&T is not capturing the UNE portion despite an OOS condition.

B. **AT&T has NO tracking capabilities for SQM/SEEM Measures for:**

- a) Maintenance & Repair of Commingled Circuits.

- b) Turn-up and Testing for New Commingled Circuits.
 - c) STS requests discovery documentation of the coding applied by AT&T to capture Commingled DSOs and DS1s Maintenance & Repair and Ordering Measures.
 - d) ACT Process for ACAC & CWINS tracking, which should be included in the measures.
3. Identification of Commingled CKTs in PMAP Data Reports.
- A. STS and AT&T have reached a stalemate on SQM Payments to STS. According to AT&T, STS is paid applicable SQM Tier I payments on the UNE Portion of a Commingled Ckt. However, AT&T cannot provide the payment details, nor can AT&T point to any specific data. This has led to STS' request that AT&T provide the "Commingled" SQM Payment Data in some other forum, field, column, etc. STS is open to suggestions from AT&T on this issue.
 - B. STS also requests that AT&T include commingled DSO VG UNE Loop SL2 in the measures for P-11 Service Order Accuracy for all the applicable fields on the Local Service Request. It is STS' assertion that AT&T has coded these request types: Bulk Migration in a BSLA (Work Around Process) and Single LSR per Accessible Letter CLECSE10-049 *New UNE Ordering Guide & Update to Southeast Special Handling Document for Migrations to Commingled UVL SL2 Loop with Number Portability*. Per documentation filed in this docket, BellSouth d/b/a AT&T Florida decided that these request types would be as such to avoid certain SQM Measures. STS is requesting to have these request types added back into all the applicable SQM Measures.
 - C. STS would suggest that Accessible Letter CLECSE10-049 049 *New UNE Ordering Guide & Update to Southeast Special Handling Document for Migrations to Commingled UVL SL2 Loop with Number Portability via LEX, Loop Type* be "OTHER". This would allow the applicable SQM/SEEM Measures to apply.
4. STS is concerned with the Change of Law verbiage in the SQM Plan that the parties agreed to on or about October 26, 2009, including STS. The Change of Law provision states, in pertinent part:

Upon a particular Commission's issuance of an Order pertaining to the Service Quality Measurement (SQM) Plan in a proceeding expressly applicable to all CLECs, AT&T shall implement such plan covering its performance for the CLECs, as well as any changes to that plan ordered by the Commission, on the date specified by the Commission. If a change of law occurs which may change AT&T's obligations, parties may petition the Commission within 30 days to seek changes to the SQM Plan in accordance with such change of law. Performance measurements that have been ordered by the Commission can currently be accessed via the AT&T website. Should there be any difference between the SQM Plan on AT&T's website and the plan the Commission has approved as filed in compliance with its orders, the Commission-approved compliance plan will supersede as of its effective date.

STS is also seeking explanation as to how the CompSouth Settlement Agreement with AT&T would work based on the following specific terms:

(E) The term of this Settlement Agreement is for a period of four (4) years from the date of Commission approval (as described in subparagraph (F) below). During the term of the Settlement Agreement ("Settlement Term"), the Parties will not seek any non-administrative changes in the attached Revised SQM and SEEM Plans and will not seek any changes to or challenge the state regulatory authority's jurisdiction, to the extent the state regulatory authority has such jurisdiction, to adopt or to enforce the Revised SQM and SEEM Plans. The restrictions of this paragraph prohibit any such change or challenge sought by either Party before any agency, court or legislature of any of the states referenced in paragraph (A) above and any agency, court or Congress of the United States. At the conclusion of the Settlement Term, the Parties may seek whatever changes to the SQM and SEEM Plans as they deem appropriate.

5. Appendix H: Special Access Measurements-STS Business Model includes Commingling. On a daily basis, STS commingles UNEs with Special Access to provide Local T1 Service and MAC'Ds (Moves, Adds, Changes and Disconnects) of Commingled UNE VG SL2 Loops. With the ruling of the TRO/TRRO Serving Wire Centers classified as NON-Impaired (meaning that if STS needs to provide Local Service to an End User) coming out of that CO (Center Office Serving Wire Center) for a T1 or Higher Service, STS "MUST" order Special Access Service or Single Bandwidth Commingled Service. It is important to note, **no UNE (DS1 or Higher) can be ordered unless served by Special Access.** STS' position is that if the CO is NON-Impaired then Appendix H: Special Access Measurements, should apply and **not** just as diagnostics. Furthermore, Tier I and/or Tier II payments should be applied to the CLECs and/or the Commission at the same level of the DS1 or Higher Level UNE counter-part.
6. STS is concerned that the AT&T WebToolbar is **not** included in the Operations Support Systems (OSS) Measures. For example OSS-2 IA OSS Interface Availability (Pre-Ordering/Ordering/Maintenance & Repair). Per the AT&T 22 States OSS Alignment, Access to Pre-Ordering (Verigate), Ordering (LEX), and Maintenance & Repair (EBTA) is first accessed via the AT&T WebToolbar. If the AT&T WebToolbar is down, the CLECs will **not** have access to the GUI Tool. Additionally, the AT&T WebToolbar provides access to Exclaim which CLECs utilize to submit Billing Disputes and associated functions of Bill Disputes
7. STS has concerns about Special Handling Scenarios LSRs. The issue or concern is:
 - a) Is Special Handling Scenarios LSR treated like Planned Manual Fallout? Fallout that occurs by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LSC. When a CLEC submits an LSR, the source systems will determine if the LSR should be forwarded to LSC for manual handling. However, Special Handling populated in the Remark

Field of an LSR will prompt the LSR to drop to the LSR for manual handling via the mechanized order process.

- b) How will AT&T measure these LSRs since practically every “Commingled” LSR is “required” to follow the Special Handling Scenario when submitted via LEX? For example, how are Ordering O-3 FT Percent Flow-Through Service Requests being measured for Commingled LSR vs. a Flow-Through of a UNE VG SL-2 counter-part?

8. Under Paragraph I, Section (F) of the Settlement Agreement:

Revised SQM and SEEM Plans are not effective in a specific state, and no Party has any obligation thereunder, until approved by the applicable state regulatory authority in a final, non-appealable order without any modification to terms objectionable to a Party, in the Party's sole discretion; provided, however, that a Party may not declare as objectionable modification of a state's decision to retain or change all or some of the nonservice impacting penalties (as defined in footnote 3 above) or to make changes which are administrative or clarifying in nature. Until the Settlement Agreement and attached Revised SQM and SEEM Plans become effective as provided in this paragraph, the Parties agree to abide by existing commission-approved SQM and SEEM plans. Commencing with the first full data month after the Revised SQM and SEEM plans become effective in a state, the failure month count for the Tier1 Fee Schedule will be reset to month one (1) for all remedied metrics.

- A. STS would propose an increase of 75% of Tier I payments and keep the Tier II payments at their current levels before a reset to month one (1). STS believes the assurances and promises by AT&T would be held in check by this proposal.

s/ Alan C. Gold
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served

via Electronic Mail only this 23rd day of April 2010 to the following:

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