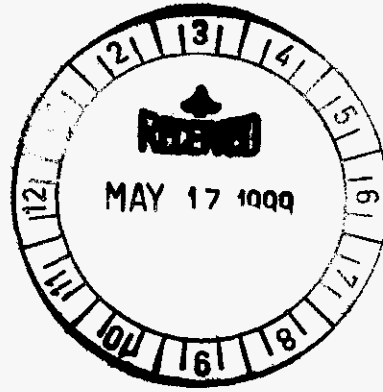




This is Broadband. This is the way.

James P. Campbell
Vice President Law and Public Policy
(904) 619-5686
(904) 619-0342 (facsimile)



May 14, 1999

VIA FACSIMILE AND
REGULAR MAIL
(850) 413-6591

DECLASSIFIED

See DN 04160-00

Mr. Victor Cordiano, Sr.
Engineer, Carrier Services
Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

0000 12-TL

Re: Response to PSC Complaint #2473451 filed by Ms. Harriet Minutillo

Dear Mr. Cordiano:

I have received your letter dated April 14, 1999 regarding the complaint filed by Ms. Minutillo regarding telephone service she received from MediaOne Florida Telecommunications, Inc. ("MediaOne"). Pursuant to our conversation last week, MediaOne has conducted its own internal factual investigation with respect to this matter. I will respond to each of the 12 points contained in your letter.

1. MediaOne fully complied with FAC 25-4.118. On December 4, 1998, MediaOne's outbound sales center contacted Mr. Minutillo regarding possible provision of service to his residence. On that same date, MediaOne confirmed the order from Mr. Minutillo for 2 lines into his home. Installation was scheduled for December 22, 1998. When MediaOne showed up at her home on the 22nd, Ms. Minutillo was the only party home, and represented that she was not sure exactly what services she would be receiving, and asked to delay installation. MediaOne complied with her request and left the premises. On that same day, our customer care center again contacted Mr. Minutillo at work, as he was the authorized party on the order, and explained the features and pricing he had previously requested. Based on this conversation, he rescheduled installation of 2 lines into his home for the next day, December 23, 1998. Ms. Minutillo was at all times present during the installation process on December 23. Therefore, MediaOne had full authorization to install service in the Minutillo residence.

2. At the time of the events surrounding this complaint, MediaOne was under a Stipulation and Agreement for Interconnection with BellSouth Telecommunications

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("BellSouth"). The terms of that agreement do not specifically contain the language in your letter. However, both parties represented that they would comply with the terms of the Stipulation. MediaOne has no knowledge of any willful misconduct or intentional misconduct on the part of either MediaOne or BellSouth personnel.

3. In the "Port In" process to MediaOne of the BellSouth telephone number assigned to the Minutillos, (954) 746-7476, MediaOne did not fully satisfy its obligations to the subscriber. While there were no "willful" or "grossly negligent" actions on the part of MediaOne, there were some issues in porting the number. At the time of the events around this complaint, MediaOne was still relatively new to the business of porting numbers from BellSouth. The procedures between the companies were not fully understood by MediaOne or BellSouth personnel. This lack of experience caused improper sequencing of required steps needed to properly port the BellSouth telephone number from BellSouth to MediaOne. This could have caused an intermittent inability to receive incoming calls from outside of the MediaOne Central Office. With that, I should note that the only repair call received by MediaOne for any line installed in the Minutillo home was for an exposed wire on January 12, 1999. This ticket was closed the same day. MediaOne has no other record of failed service for any of the lines installed to the Minutillo residence. Had we known, we could have (i) corrected this specific problem immediately, and (ii) changed our internal process to ensure that this would not happen in future porting.

With respect to the "Port Out" process in moving the subscriber's service back to BellSouth, MediaOne did follow up properly and did satisfy its obligations to the customer.

4. Speaking only for MediaOne, we engaged in no willful or intentional misconduct, gross negligence, or acted in any unlawful manner.
5. Whenever MediaOne loses a customer due to service related issues, it is our opinion that the service was "inadequate", and processes need to be fixed. MediaOne cannot speak to whether BellSouth provided inadequate service.
6. MediaOne did not express negative comments about BellSouth. MediaOne has no first hand knowledge as to whether BellSouth expressed negative comments about MediaOne to the Minutillos. However, this is not the first time MediaOne has heard that such comments have been made.
7. The following is a basic timeline referencing the significant events for the service ordered by Mr. and Mrs. Minutillo. On December 3, 1998, the MediaOne Outgoing Call Center in Tamarac, Florida contacted Mr. Minutillo to solicit MediaOne local telephone service to him. Mr. Minutillo agreed on this call to switch his service from BellSouth to MediaOne. The service requested was MediaOne's 2-line package. The order form was sent to the MediaOne Queue Management group in Jacksonville, Florida, on December 4, 1998, at 12:03 p.m. At 2:08 p.m. on December 4, 1998, the order was reviewed for accuracy and the subscriber's BellSouth records were reviewed in the BellSouth LENS (Customer Information) system to qualify that the order belonged to the correct customer.

Queue Management entered the order into the MediaOne Service Order Tracking System ("SOTS") at 7:00 a.m. on December 8, 1998.

MediaOne Third Party Group, which has the responsibility for interfacing with the incumbent carrier, sent a Local Service Request ("LSR"), to BellSouth at 5:00 p.m. on December 9, 1998, via overnight mail. While this is tedious, and causes delay, this is the process, which at the time was requested by BellSouth.

On December 10, 1998, at 5:48 p.m., MediaOne Third Party Group created a Subscriber Version with a December 22, 1998, installation date via the Low-Tech Interface ("LTI") to the Number Portability Administrator Center ("NPAC") Service Management System. This activity initiates the actual Porting Process in the NPAC systems. MediaOne received the firm order confirmation ("FOC") from BellSouth on December 11, 1998, at 1:38 p.m. with the same December 22, 1998, due date. MediaOne should not have initiated Subscriber Version in NPAC until after the FOC was received by BellSouth. The reversal of these events could have caused the inability to receive local incoming calls from outside of the MediaOne central office as suggested in Ms. Minutillo's complaint. Again, this service failure was never reported to MediaOne.

MediaOne dispatched for installation on December 22, 1998. As Mrs. Minutillo told installers that she was unaware of the order placed by her husband and did not understand the service. The MediaOne installers left her premises. Marschelle in the MediaOne Queue Management Group called Mr. Minutillo at work that afternoon, and again explained the service and costs ordered from MediaOne. At this time, he again authorized installation of the service. Mr. Minutillo also made MediaOne aware that there should have been a third line installed along with the two lines scheduled for installation that day. MediaOne had only prepared to install 2 lines into the residence. Installation for the first 2 lines was rescheduled and completed by MediaOne on December 23, 1998. A complete test of the 2 lines was conducted. These tests indicated that the lines were fully functional.

MediaOne entered the order into SOTS for the third line on December 29, 1998. The delay in this entry was due to lack of MediaOne personnel during this time frame. The LSR for the third line was sent overnight to BellSouth on December 30, 98 with a January 19, 1999 due date. MediaOne entered the Subscription Version into the NPAC on January 4, 1999, at 3:16 p.m. The sequencing for this was proper.

Mrs. Minutillo call MediaOne repair on January 12, 1999, at 3:36 p.m., to report exposed wiring. The repair report was cleared that same afternoon at 3:43 p.m. This was the only repair report on Mr. and Mrs. Minutillo telephone service indicated in the MediaOne repair database during the entire time that they had service with MediaOne.

On January 19, 1999, MediaOne received an FOC from BellSouth at 3:43 p.m. for the "Port In" process for the third line. This was the same day as the MediaOne installation due date. Again, MediaOne should have waited for BellSouth FOC before creating Subscription Version in NPAC.

On January 25, 1999 at 5:55 p.m. MediaOne received an LSR from BellSouth for Port Out of all three of Mr. and Mrs. Minutillo's telephone numbers back to BellSouth. MediaOne's order for disconnect to Port Out was entered into SOTS on January 26, 1999, at 10:00 a.m., MediaOne created release in the NPAC to port back to BellSouth on January 26, 1999, with a January 28, 1999, due date. When this release was entered BellSouth had a partial failure in their porting management system causing a delay of the disconnect broadcast until March 3, 1999, instead of January 28, 1999, as requested by BellSouth. This delay was not in the control of MediaOne.

8. See response to the events of this complaint in answer 7 above. As a general matter, BellSouth is notified of changes to order information, etc. by way of LSR, FOC or clarifications to either of these documents. At the present time, these are sent either by fax or by overnight mail.
9. As a result of this and a few other issues which arose during the initial ports between MediaOne and BellSouth, MediaOne has conducted additional training. In addition, the processes and procedures between the two companies continue to evolve as situations arise where the communication lines break down.
10. Upon review of MediaOne records, there is no indication that 911/E911 were ever unavailable to the Minutillos.
11. With respect to MediaOne, we do not feel that we are liable for damages and costs associated with this action. However, we have issued a full and complete credit to the Minutillos for any inconvenience this may have caused.
12. As stated above, a full and complete credit in the amount of \$57.84 had already been applied to the Minutillo's account for all charges for the entire period that the subscriber had service with MediaOne.

MediaOne feels that it has already compensated the Minutillos fully for any inconvenience they might have experienced. For this reason, we would respectfully request that this complaint be closed out. If you have any questions, please do not hesitate to contact me.

Yours truly,


James P. Campbell

cc: Gary Lane
Ron Lindeman
John Higginbottom
Herb Papke