ALTS
Association for Local Telecommunications Services

DOCKET FILE COPY ORIGINAL

(202) 969-2583
RMETZGER @ALTS.ORG

RICHARD J. METZGER
VICE PRESIDENT &
GENERAL COUNSEL

February 19, 1998

EX PARTE OR LATE FILED

RECEIVED
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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
1919 M St., N.W.
Washington, D.C. 20054

Re: (1) Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services in Michigan, CC Docket No. 97-137;
(2) Application by SBC Communications Inc., Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services In Oklahoma, CC Docket No. 97-121;
(3) Application by BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in South Carolina, CC Docket No. 97-208;
(4) Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, CC Docket No. 97-231;
(5) Request for Expedited Letter Clarification--Inclusion of Local Calls to ISPs Within Reciprocal Compensation Agreements, CC No. 96-98;
(6) Petition for Expedited Rulemaking - Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; CC Docket No. 96-98, RM-9101;
(7) In the Matter of Expanded Interconnection with Local Telephone Company Facilities; CC Docket No. 91-141

Dear Ms. Salas:

On Tuesday afternoon and Wednesday morning, members of ALTS and CompTel met with Commission staff from the Common Carrier Bureau and its Policy Division to

discuss various matters involving Section 271 checklist compliance by Bell Atlantic (see the attached attendance lists and items distributed at these meetings). Discussion on Tuesday included:

- I started the meeting by thanking the Commission and staff for its attention to the important issue of Section 271 checklist compliance, and expressed our willingness to provide whatever information the Commission might require. I pointed out that silence from the competitive industry concerning any particular issues did not constitute a legal waiver to raise those issues at any subsequent time, and I emphasized that there are practical reasons why new entrants do not -- and could not -- possess an exhaustive list of the particular action items Bell Atlantic must take to achieve checklist compliance. The simple reason for this lack of knowledge is that while new entrants may have knowledge of certain obvious Bell Atlantic process defects, they are necessarily unaware of any other process shortcomings that are likely currently concealed by primary defects. In short, there are no assurances that Bell Atlantic would be in compliance with Section 271 even if it were to promptly implement every proposal offered at these meetings.

- Jim Falvey of ACSI explained that Bell Atlantic's process for provisioning poles was not properly explained in advance, causing new entrants to have to resubmit the same order a number of times because Bell Atlantic repeatedly rejected the order for various individual defects, rather than identifying all defects up front.

- Dialing parity, number administration, white pages, and E911 were addressed by Peter Tannenwald, Jeff Allen, Leo Maese, and Les Hinton, among others. Peter Tannenwald discussed the unfairness of Bell Atlantic's refusal to provide extend area calling patterns to new entrants. The competitive industry emphasized that incumbents such as Bell Atlantic enjoy an embedded base of numbers that have never been groomed or reclaimed in any manner (unlike 800 numbers). The presence of this cushion of numbers shelters incumbents during NPA jeopardy situations even if nominally non-discriminatory procedures are used to allocate new numbering resources. Leo Maese and Les Hinton discussed new entrants' inability to review draft white page listings in advance, or to make the listing requests similar to those incumbent end users can make.

- Concerning data bases, Jeff Allen and Don Davis discussed Bell Atlantic's refusal to resell voice mail service, or to provide UNEs that would permit cost-effective competitive voice mail service via a stutter dial tone arrangement.

- Don Davis explained that the Advanced Intelligent Network Service Creator Environment was not available from Bell Atlantic, but that ICI had no problem with the provisioning of 800 numbers. I pointed out that the Commission had required grooming of 800 numbers to prevent hoarding, but that no similar effort had been ordered for the RBOCs existing trove of numbers.

- Bob Hoffman discussed loop provisioning issues in detail. He addressed Bell Atlantic's practice of embargoing orders from certain offices based on the need to perform switch upgrades, and indicated his understanding that Bell Atlantic was not disabled from selling its own services out of these offices during embargoes. He identified New England Telephone's practice in Boston of requiring site surveys for new entrant orders of five lines, even though the existence of facilities is self-evident for resale orders. The disparity between Bell Atlantic North and South in regards to provisioning of RCF was mentioned, and also the apparent removal of line conditioning equipment and repeaters from loops ordered by new entrants.

Peter Tannenwald spoke about Bell Atlantic's frequency in requiring new construction. Don Davis, Jim Falvey, and Leo Maese discussed the provisioning of extended digital loops in New York, and the efforts of Bell Atlantic North to withdraw a similar tariff offering. This was followed by a long discussion of Bell Atlantic's contradictory interpretation of the 8th Circuit's October 14, 1997, recombination order. The thrust of the conversation was that Bell Atlantic should be required to specify the exact combinations that it will permit, and also to explain how new entrants are able to create those combinations that are not provided.

Topics on Wednesday included:

- Interconnection issues were addressed by all the competitive industry participants. Richard Umstead, Rick Hicks, John Foley, Don Davis, and Leo Maese, among others, explained that engineering standards to prevent or minimize blocking during busy hours are well understood throughout the telephone industry, and rigorously applied within Bell Atlantic and other RBOCs. Application of these same standards and processes to interconnection trunks would insure they do not incur any more blocking than Bell Atlantic's own trunks. Concerning the forecast issue, I pointed out that penalties exist for IXC forecasts which erroneously create needless ILEC expense, and that analogous processes could be

created for Bell Atlantic-CLEC interconnection. Bell Atlantic's refusal to provide two-ways trunks despite its interconnection agreement obligations and FCC orders (and the ability of other regions to provide such trunks, as well as Bell Atlantic's use of two-way trunks with adjacent LECs) was discussed at length. A handout from NEXTLINK was distributed.

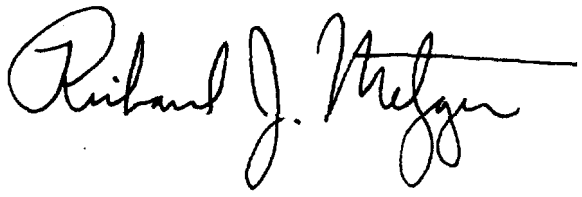
• Collocation issues were addressed by Peter Tannenwald, Jeff Allen, Don Davis, John Foley, and Jim Falvey. Mr. Foley spoke about the cost of power supply, and the need to confirm the lack of space for physical collocation via some independent process. Jeff Allen pointed out that Bell Atlantic asserted unlimited discretion to consume CO space for meeting rooms and such, without removing any equipment permanently out of service. Several persons spoke about Bell Atlantic's Kafkaesque collocation policy: new entrants must collocate everywhere that they seek to acquire a UNE, but physical collocation is severely limited, and Bell Atlantic refuses to permit any recombination of UNEs in virtual. I pointed out that although the Commission originally declined to apply its various rulings concerning tariffed collocation to negotiated arrangements, it retains full authority to end these practices by promptly prescribing just and reasonable rates, terms and conditions for both physical and virtual collocation.

• Richard Fruchterman urged that recombination of UNEs be permitted via OSS terminal systems. Don Davis explained ICI's view that UNE-P deters competitive investment. Richard Fruchterman and Doug Kinkoph expressed their belief there would not be meaningful competition in residential markets without UNE-P. There was a discussion of the possible legal interpretations of the 8th Circuit's October 14th Order.

• Problems with SBC OSS were discussed by Peter Tannenwald, Les Hinton, Jim Falvey, Don Davis, Rick Hicks, Jeff Allen, Leo Maese and John Foley. Discussion focused on the defects in or absence of EDI systems for UNEs. Don Davis addressed the restricting mapping of LSR and ASR fields in the New York collaborative process. Rick Hicks addressed the absence of EDI in Pennsylvania. John Foley and Leo Maese explained that Bell Atlantic imposes limits on the number of lines that can be ordered by new entrants via OSS that do not exist for Bell Atlantic's own sales efforts. Mike Hazzard spoke about problems in using an non-standard approach to OSS. Lee Palagyi asked for a separate session on performance measurement issues.

- Jim Falvey, Leo Hinton, and Leo Maese ended with a short discussion of resale issues.

Sincerely yours,



cc: FCC attendees (w/o attachments)

SIGN-UP

NAME	CO.	PHONE #
Russell Merbeth	WinStar	202/530-7659
Robert Hoffman	WORLDCOM	(201)804-6674
Richard Umstead	WORLDCOM	918-590-6889
Barbara Esbin	CSB	202 418-2361
Susan Launer	FCC/Policy	418-7182
Audrey Wright	FCC/Policy	
JoAnn Lucanik	Cable Services B	418-7037
Katherine Schroder	FCC/Policy	418-1560
Bill Bailey	FCC/Policy	418-7285
Rich Fruchterman	WorldCom	202/776-1554
Michael Pryor	FCC/Policy	418-0495
Jonathan Askin	FCC/Policy	418-2764
Mike Riordan	FCC Chief Economist	418-2043
Peter Tannenwald	Irwin Campbell + Tannenwald for ~~Com~~ Conectiv Communications	202-728-0401 x105
Beth Sims	"	202-728-0401 x11
Jeff Allen	Conectiv Communications	302-452-6295
Jim Falvey	ACSI	301-617-4298
Cherie R. Kiser	Mintz/Levin for Cablevision Lightpath	202/434-7325
Leo D. Maese	CABLEVISION LIGHTPATH	516-393-3402
Lee Palagyi	Cablevision	516 390 5831
Don Davis	INTERMEDIA COMMUNICATIONS	813-829-6724
Richard Metzger	ALTS	202 969-2583
Les Hinton	Win Star	703-761-0130
Jerry McKenzie	WorldCom	973-889-273.

2/18/98 - Bell Atlantic

Person	Organization	Phone #
Richard J. Metzger	ALTS	969-2583
DON DAVIES	INTERMEDIA COMMUNICATIONS	813-829-6924
JERRY McKENZIE	WorldCom	973-889-2733
RICK UMSTEAD	WORLDCOM	918-590-6889
RICH FRUCHTERMAN	WorldCom	202/776-1554
Doug Kinkoph	LCI	703 848-4476
MIKE HAZZARD	LCI	703-714-1105
Jonathan Askin	Policy Div/CCB	418-2764
Lisa Choi	Policy Division /CCB	418-1384
Stephen Diri	LCI	(703) 394-4518
Jeff Allen	Corectiv Communications	302-452-6295
KATHERINE SCHROEDER	FCC/POLICY	(202) 418-1560
Anu Seam	FCC/Pricing	(202) 418-0446
Douglas Galbi	FCC/Pricing	202 418-1556
Genny Morelli	Ampel	202/296-6650
RUSSELL MERRETH	WinStar	202/530-7059
LES HINTON	WinStar	703-761-0130
Jim Falvey	ACSI	301-617-4298
Bill Bailey	Policy /CCB	418-7285
Michael Pryor	Policy	418-0495
JORDAN GOLDSTEIN	"	418-2694
Michelle Carey	"	418-1557
Peter Tannenwald	ICTT for Corectiv Comms Inc	202-728-0401 x 105
Beth Sims - Irwin, Campbell + Tannenwald for Corectiv		202-728-0401 x 111
DAN GONZALEZ	NEXTLINK	202 466-9755
Fernando (Rick) Hicks	NEXTLINK PA	610-288-5705
John S. Foley	NEXTLINK PA	610-288-5605
LEO MAGSE	CABLEVISION LIGHTPATH	516-393-3402
Lee Palagyi	Cablevision	516 390 5831
David Kirschner	Policy /CCB	202 418-0544
JASON OXMAN	Policy /CCB	418-1078

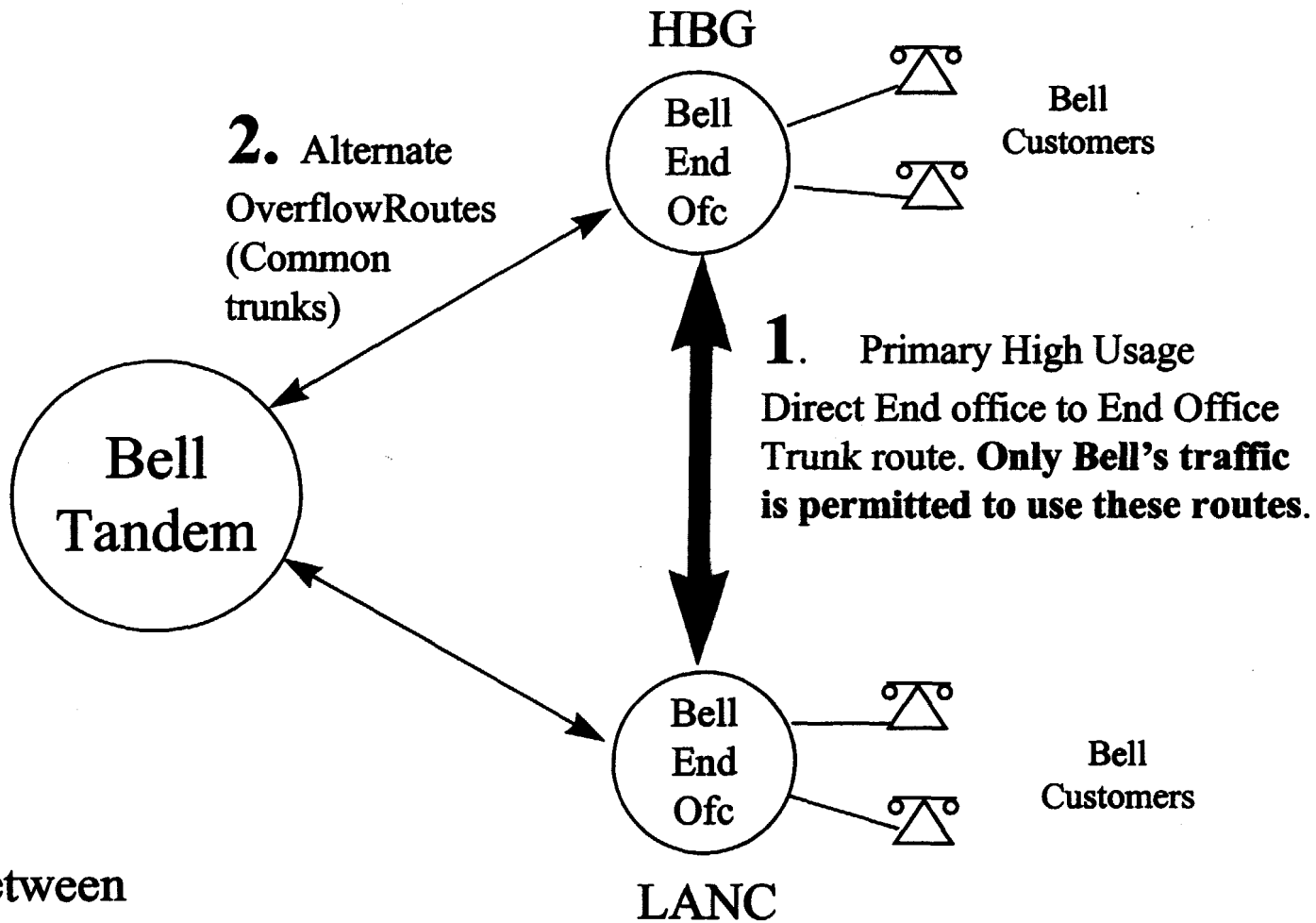
NEXTLINK's Experience with

Bell Atlantic's Trunking Performance

in Bell Atlantic (South) - Pennsylvania

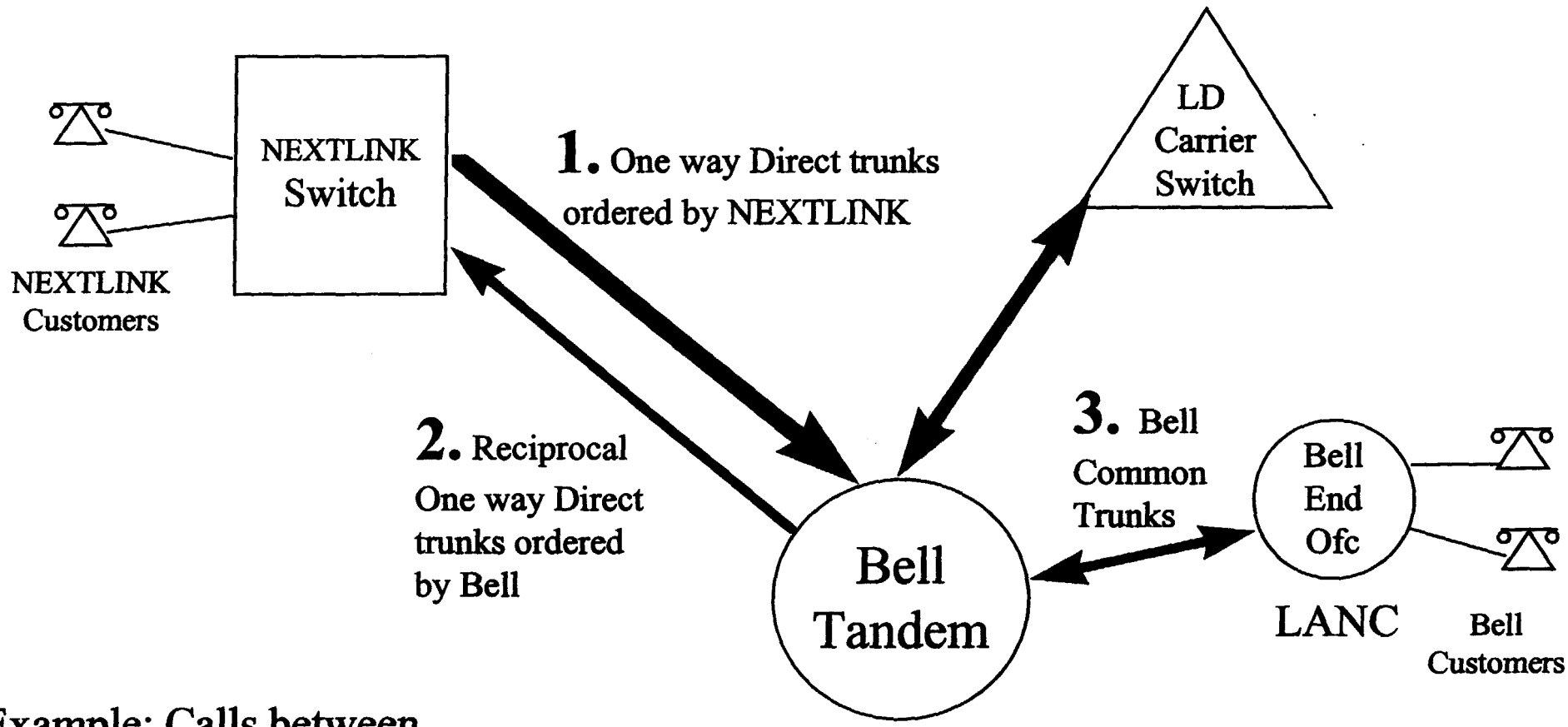
NEXTLINK Communications Inc.
February 18, 1998

How Bell Handles it's own traffic



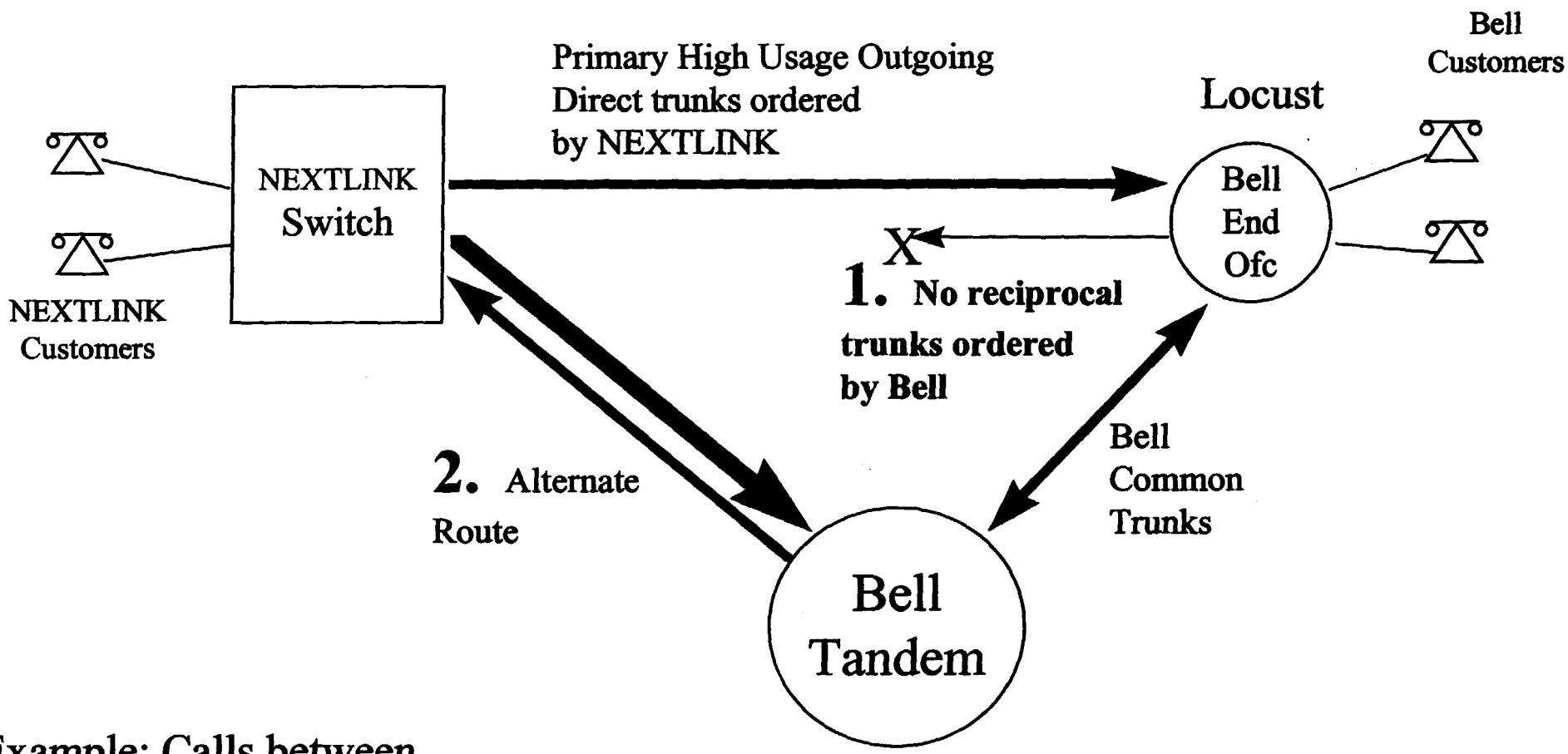
Example: Calls between Bell customers in Lancaster and Bell customers in HBG. **Note the use of two-way trunking, which is known to be the most efficient and cost-effective method.**

How the majority of CLEC calls have been handled



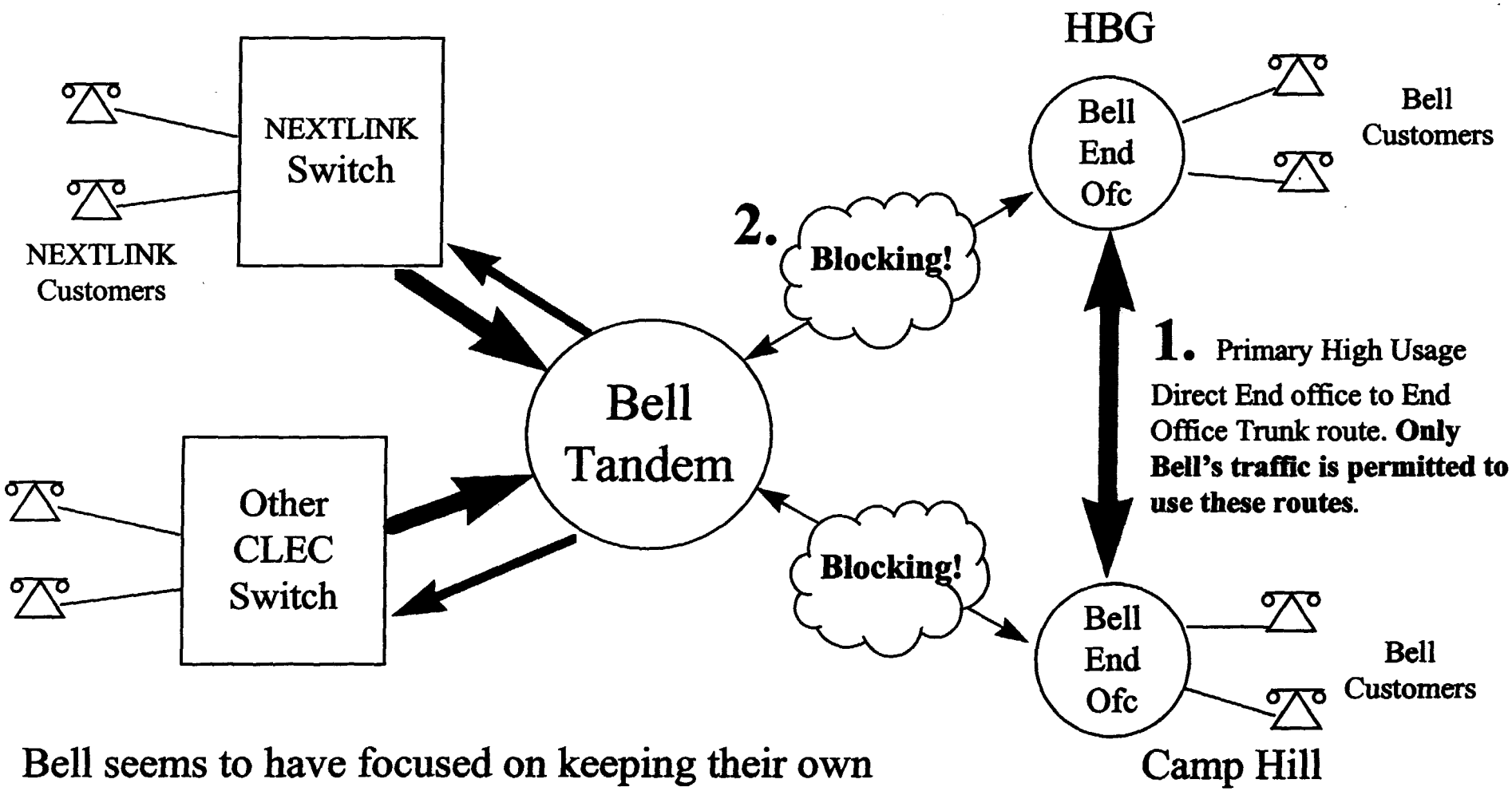
Example: Calls between Bell customers in Lancaster and NEXTLINK customers. **Note that Bell <u>requires</u> separate groups for inbound and outbound traffic, while using two-way groups for itself and its LD carrier customers. Also, note that the trunk group from Bell to NEXTLINK is undersized relative to the group from NL to Bell.**

How NEXTLINK is trying to use Direct End Office trunking



Example: Calls between
Bell customers in Locust CO, Phila.
and NEXTLINK customers. **Note that Bell has neglected to order reciprocal trunks to carry traffic from Locust directly to NEXTLINK, forcing incoming traffic through the Tandem.**

The Effect of this Trunking Arrangement



Bell seems to have focused on keeping their own direct end-office groups sized appropriately, while neglecting the common groups from the tandem to the end offices. **The effect has been to cause blocking disproportionately in CLEC networks, while providing satisfactory service to Bell customers.**

CLEC Trunking

- 1996: No two-way trunks. When NL orders outgoing trunks, Bell will match the order with an equal number of reciprocal inbound trunks.
- 1997: Bell may not reciprocate, will only order the number of trunks Bell feels are necessary.
- 1997: Bell recommends NL to order direct trunks to end offices. Bell will reciprocate.

Performance Regarding Blocking

- 11/5/97. Advised Bell their common groups in Capital LATA were blocking to 4 Bell end offices. Bell denies blocking in their network.
- 11/21/97. Bell admits blocking and augments end office groups in Capital LATA, but not for all affected offices.

Some points about Blocking

- Commonly Accepted Industry Standards for blocking are B.01 (1%) at the busy hour. Bell's Common Groups must be large enough to handle the load without blocking.
- Two way groups are more efficient and should be used.
- NEXTLINK understands it's traffic growth and is better positioned to know when augments are needed.
- Bell has not ordered reciprocal inbound groups in concert with NL's outbound orders, nor at the same quantities.

Performance on Reciprocal Trunks

NEXTLINK / Bell Trunk Groups as of 2/18/98

NEXTLINK Switch	Location	NEXTLINK Installed Outbound Trunks	Bell Installed Reciprocal Inbound Trunks
HBG	Fort Wash Tandem	312	240
HBG	Lancaster End Office	72	24
HBG	Bethlehem End Office	24	0
HBG	Allentown End Office	Ordered 10-22-97, Bell's due date 2-19-98.	
HBG	Harrisburg End Office	48	24
HBG	Camp Hill End Office	24	0
HBG	Paxtang End Office	24	0
Phila	Ft Wash Tandem MF	24	0
Phila	Ft Wash Tandem	144	48
Phila	Market Tdm MF	24	0
Phila	Market Tandem	144	120
Phila	Pennypacker End Office	24	0
Phila	Locust End Office	24	0
Phila	Market End Office	24	0

Copy for Scott

DOCKET FILE COPY ORIGINAL

97 DEC -4 PM 4:03

December 4, 1997

Luly Massarro, Clerk
Public Utilities Commission
100 Orange Street
Providence, RI 02903

RE: Complaint of Brooks Fiber Communications of Rhode Island against Bell Atlantic Rhode Island for Insufficient and Unreasonable Service Quality

Dear Luly:

Enclosed for filing is an original and nine (9) copies of Brooks Fiber's Complaint against Bell Atlantic for Insufficient and Unreasonable Network Service Quality.

The Complaint deals primarily with very serious trunking problems that Brooks continues to experience, despite extensive efforts to resolve them directly with Bell Atlantic. Earlier this year, on May 23, my co-counsel Robert Glass, in an attempt to resolve these and other problems without litigation, sent a detailed report, along with supporting documents, to counsel for Bell Atlantic (then NYNEX), with copies to the Staff of the Massachusetts Department of Public Utilities, to Briant Kent of the Rhode Island Division of Public Utilities and to Adrienne Southgate, General Counsel to the Commission.

As a result, high-level Brooks and NYNEX personnel met on a number of occasions, and for a while it appeared that some of these problems might be under control. Unfortunately, however, Bell Atlntic's failure to provide in a timely and reliable fashion adequate trunking facilities, both incoming and outgoing, continues to plague Brooks and many of its long-suffering customers. We have no alternative, therefore, but to file this complaint.

In light of the extremely serious nature of this problem, Brooks respectfully requests that a pre-hearing conference be scheduled as soon as possible for the purposes of scheduling prompt dates for pre-filed testimony and a hearing.

Thank you for your attention to this matter. Please do not hesitate to call me if you have any questions.

Sincerely,

Scott A. Sawyer

Scott A. Sawyer
Director of Regulatory Affairs

SAS:kacm
enclosures
cc: Robert Poulton (Brooks)
Robert Shanahan (Brooks)
Alan Shoer, Esq.
Adrienne Southgate, General Counsel
John Messenger, Esq. (Bell Atlantic)
Robert Glass, Esq.
(w. encls)

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

COMPLAINT OF BROOKS FIBER COMMUNICATIONS OF RHODE ISLAND AGAINST BELL ATLANTIC-RHODE ISLAND FOR INSUFFICIENT AND UNREASONABLE SERVICE QUALITY	:	DOCKET NO.

Brooks Fiber Communications of Rhode Island, Inc. "Brooks" files this Complaint against Bell Atlantic-Rhode Island "Bell Atlantic" for breach of the Interconnection Agreement between the parties and for violations of state and Federal law.

I. PARTIES

1. The petitioner is Brooks Fiber Communications of Rhode Island, Inc. ("Brooks"). Brooks is located at One Providence Washington Plaza, Providence, RI 02903. Please direct copies of all notices, pleadings and other communications concerning this complaint to both of the counsel whose names appear at the end.

2. Respondent is Bell Atlantic-Rhode Island ("Bell Atlantic"), an incumbent local exchange company, whose address is 185 Franklin Street, Boston, Massachusetts 02110. A copy of this Complaint has been delivered to Bell Atlantic on this date. Additionally, copies of this Complaint have been hand-

delivered to the Rhode Island Division of Public Utilities and Carriers (the "Division").

II. ALLEGATIONS OF FACTS

A. BACKGROUND

3. Brooks is a corporation formed under the laws of the State of Delaware and is authorized to do business in the State of Rhode Island. Brooks has been duly authorized by the Commission to provide intrastate telecommunications services (including local exchange service) in Rhode Island in competition with Bell Atlantic.

4. Brooks and Bell Atlantic first entered into an "Interim Co-Carrier Agreement" in 1996. When Brooks first interconnected with Bell Atlantic in September of 1996, the parties worked cooperatively to set up the initial trunking. Trunking was installed and the networks were interconnected.

5. Subsequently, the parties executed an arbitrated Interconnection Agreement (the "Interconnection Agreement") under Section 252 of the Telecommunications Act of 1996. The Interconnection Agreement was approved by the Commission in Docket No. 2449.

6. Since that time, however, Brooks has required substantially more trunks in order to grow its customer base, and has therefore provided Bell Atlantic, at Bell Atlantic's request, with projections for current and near-future growth. But despite such projections and advance planning, Bell Atlantic's response time to Brooks' orders for additional trunks has been inadequate, as has its commitment to work with Brooks to quickly resolve network trouble reports. In short, Bell Atlantic has been unable to manage its network to keep pace with Brooks' forecasted and actual growth, with the result that service and facilities provided by Bell Atlantic to Brooks and Brooks' customers is of a substantially inferior quality than the same service and facilities that Bell Atlantic provides to itself and to its own customers.

7. Notwithstanding the fact that Brooks has been authorized to do business as a competitive local exchange carrier ("CLEC") and has in effect an approved Interconnection Agreement with Bell Atlantic, Bell Atlantic has failed to install sufficient incoming and outgoing trunks on a timely basis to enable Brooks to obtain new customers and to retain existing customers.

8. Without sufficient incoming trunks unacceptable blockage occurs in the Bell Atlantic network and Bell Atlantic customers are too often not able to call Brooks' customers. Conversely, without adequate outgoing trunks, Brooks' customers are too often unable to call Bell Atlantic customers; instead, they receive a "fast busy" tone.

9. For several weeks, Brooks has been receiving complaints that customers were not able to place or receive calls at certain times of the day. After checking its own network, Brooks repeatedly conveyed this problem to Bell Atlantic and asked to review Bell Atlantic's real-time network data, data which if provided, would have quickly identified significant blockage on the common trunk group between the Bell Atlantic tandem and the Bell Atlantic Washington Street end-office.

10. Only after weeks of repeated complaints and demands by Brooks to Bell Atlantic that it determine the cause of repeated blocking – both incoming and outgoing – experienced by Brooks' customers, did Bell Atlantic determine that it had failed to keep pace with traffic demands on its own network, particularly with respect to the common group trunks between Bell Atlantic's tandem switch and its main Providence end-office switch (the Washington Street switch).

11. This internal Bell Atlantic network trunking group is critical to Brooks' ability to terminate calls in 3 ways: (1) calls from Brooks' customers to Bell Atlantic customers; (2) calls from Bell Atlantic customers to Brooks' customers; and (3) inter-exchange calls to Brooks' customers who have interim number portability.

12. Obviously, since Bell Atlantic was totally unaware of the inadequacy of its internal network, its service to its own customers was not materially affected. On the other hand, according to Bell Atlantic's own management personnel, this Bell Atlantic problem caused Brooks customers to experience blocking at disproportionate rates of 50-60%, even after Bell Atlantic had added some facilities in response to Brooks' repeated complaints.

13. Such blockage rates are totally unacceptable in the industry, and in every regulatory forum in the United States. Such high rates of blocking were experienced almost entirely by Brooks customers rather than Bell Atlantic customers, and adversely affected the operations only of Brooks, but not of Bell Atlantic.

B. THE INTERCONNECTION AGREEMENT

14. Trunk engineering between the companies is governed by the Interconnection Agreement. Section 4 of the Interconnection Agreement governs "Interconnection Pursuant to Section 251(C)(2)." Subsection 4.4 pertaining to "Technical Specifications", provides in pertinent part:

> BROOKS FIBER and [BELL ATLANTIC] shall work cooperatively to install and maintain a reliable network. BROOKS FIBER and [BELL ATLANTIC] shall exchange information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the parties shall mutually agree) to achieve the desired reliability.

BROOKS FIBER and [BELL ATLANTIC] shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or prevent congestion.

15. Paragraph 8.1 of the Interconnection Agreement requires Brooks and Bell Atlantic, by August 1, 1997, to jointly develop a network grooming plan which shall define and detail:

a. agreement on Physical Architecture consistent with the guidelines defined in Section 4.0;
b. <u>standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within [Bell Atlantic's] network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards;</u>
c. <u>the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including but not limited to standards and procedures for notification and discoveries of trunk disconnects</u>;
d. disaster recovery provision escalations;
e. provisions for expediting orders;
f. such other matters as the Parties may agree. (Emphasis added)

16. Paragraph 8.2 of the Interconnection Agreement requires Bell Atlantic to meet standard intervals for installation, maintenance, testing and repair of interconnection trunks as follows:

8.2 Installation, Maintenance, Testing and Repair. NYNEX's standard intervals as set forth in Schedule 8.2 attached will be utilized in connection with the establishment of all Interconnection trunking arrangements between the Parties. BROOKS FIBER shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify NYNEX of its inability to do so and will negotiate such intervals in good faith.

Attached to this Complaint as **Exhibit 1**, is a true and accurate copy of schedule 8.2 which establishes a standard interval of 60 days for new trunk groups and 30 days for additions to existing trunk groups. These intervals were specifically confirmed by letter of September 18, 1996 from NYNEX Account Manager Robert J. Fox to Brooks' Director of Operations, Malcolm Brown. Mr. Fox also wrote that

> Brooks... should receive a Firm Order Commitment (FOC) within five days of transmission of that order to NYNEX. If NYNEX does not respond with a FOC within five business days, Brooks should call their Single Point of Contact (SPOC).

NYNEX (now Bell Atlantic), however, has consistently and repeatedly failed to comply with these intervals.

C. HISTORY OF NETWORK PROBLEMS WITH BELL ATLANTIC

17. Beginning in February of 1996, Brooks and Bell Atlantic have met and exchanged information concerning network requirements.

18. In compliance with Bell Atlantic's requests, Brooks has provided traffic forecasts to Bell Atlantic on a regular and timely basis since June 1996 so that Bell Atlantic could plan its network to meet Brooks' requirements. Attached to this complaint as **Exhibit 2**, are copies of four (4) separate traffic forecasts provided to Bell Atlantic in August 1996; May 1997; October 1997; and, November 1997.