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Executive Summary

Executive Summary

The following documentation is an overview of the problems faced by ICG Telecommunications, Inc. as we enter the Ameritech market. Based on this sampling of problems and corresponding documentation, Ameritech should be denied any authority for in-region long distance service. If granted in-region long distance authority, Ameritech will have no incentive to create or improve systems, processes and services that are necessary for the development and growth of resale or facilities based local exchange competition in their region.

If Ameritech chooses to file a 271 application, it should be denied as they have failed to meet the letter and spirit of the Telecommunications Act of 1996. At a minimum, they have failed to comply with the various Competitive Checklist items.

The following material is an attempt to present the Commission with well documented, clear cut examples of the problems that we encounter on an ongoing basis. We have selected those issues which are well documented and in many cases have been presented to the Ohio PUCO as formal complaints.

ICG Telecommunications is a premiere provider of local and long distance services and is active as a facilities based provider in Ohio, California, Colorado, Tennessee, Alabama, Kentucky and North Carolina.

Number Administration

Difficulty Obtaining Additional NXXs
ICG has consistently encountered problems with Ameritech obtaining additional NXX codes.

The Ohio PUCO in case number 97-884-TP-COI ordered the PUCO staff to conduct an investigation and to develop a recommendation on issues surrounding NXX assignment.

A staff report on their investigation is pending.

Documentation: Tab 2 - Internal correspondence and Ohio PUCO case number 97-884-TP-COI.

Local Loops

Inside Wire

In November, 1997, ICG initiated discussions with representatives of Ameritech regarding service to be provided by ICG to individual tenants in multi story buildings. Ameritech insisted that ICG would be required to file a BFR (Bona Fide Request) for approval, requesting a product or service that would allow ICG to place electronics in the building to serve all customers. Ameritech advised that they could not respond without an investigation and clarification and advised that ICG would have to file a BFR for each tenant location. Ameritech also noted that each BFR would require a timeline of approximately four months. The initial BFR would take at least an additional 45 days and an initial cost to ICG of $6000.

Based on their position, it is clear that Ameritech is claiming that inside wire is a portion of the Ameritech network and that it is only available as a piece of the unbundled loop. Ameritech's position limits individual tenants' choice of telecommunications services and is contrary to the policies set forth by the Ohio PUCO as well as the Federal Communications Commission.

Documentation: Tab 3 - ICG Complaint against Ameritech, Ohio PUCO case number 97-328-TP-CSS.

Local Loops (Continued)

Unilateral Attempt to Diminish Negotiated Performance Standards
ICG and Ameritech entered into an interconnection agreement which was approved by the Ohio PUCO. Based on the PUCO's rehearing in Case No. 96-1175-TP-ORD, ICG discussed with Ameritech its willingness to negotiate an amendment to the agreement based on any requirements created by the PUCO's adoption of new or additional rules.

Rather than pursuing a simple amendment, Ameritech took the opportunity to substantially alter provisions of the PUCO approved interconnection agreement. The proposed Ameritech changes would alter current liquidated damages provisions and performance standards unrelated to the Commission's MTSS order.

Ameritech suspended negotiations with ICG when they realized that they would be unable to reach an agreement on their proposed changes. Ameritech then filed a tariff which was an opportunity for them to utilize the tariff filing procedures to impede and impair the ability of ICG and other competitive carriers to compete in Ameritech's territory.

Documentation: Tab 4 - ICG complaint against Ameritech, Ohio PUCO case number 97-1729-TP-ORD.

Local Loops (Continued)

Discriminatory Treatment

ICG has encountered a number of situations where the it is obvious that Ameritech is engaged in a deliberate attempt to discriminate against ICG and ICG's customers and to impede and impair ICG to operate in a competitive manner in Ameritech' operating area.

Examples of discriminatory treatment include but are not limited to the following examples:

1. A major potential customer of ICG ordered several DS-1s. Based on Ameritech's claim that they required a site survey and detailed engineering, the interval for receiving a firm order commitment (FOC) should take 24 to 48 hours. No such surveys or engineering are required by Ameritech when service is ordered by an end user customer. Furthermore, in an attempt to meet the customer's needs, Ameritech delays ranged from 6 to 28 days. As a result, the customer cancelled at least 12 pending orders for service.
2. Ameritech unilaterally decided to provide more than 62% of their field technicians an extra day off on the day before Thanksgiving, impacting service commitments to ICG customers.
3. From November 26 through November 28 1997, calls from Ameritech central offices could not complete calls to certain ICG NXX's.
4. Ameritech missed their service order commitments to ICG an average of 33% of the time in Akron and 40% of the time in Cleveland from May, 1997 through November, 1997.

Documentation: Tab 5 - ICG complaint against Ameritech, Ohio PUCO case number 97-327-TP-CSS.

Local Transport

Service Outage

ICG has experienced numerous problems with service outages related to Ameritech's network. In each case, customers perceive the problem to be caused by ICG and not Ameritech, as ICG is the customer's local carrier.

A clear example of this issue concerns a service outage in Ohio during January 1998 when Ameritech incorrectly re- routed trunk groups between Ameritech's tandem and ICG's switch. As a result, Ameritech's customers could not call ICG's end users. The problem was found by an ICG switch technician the next morning.

Documentation: Tab 6 - Internal ICG correspondence describing the Ameritech service outage in Ohio.

Unbundled Network Elements

Ongoing Problems Installing Customer's Service

Plus 1 Executive Suites Inc., elected to switch its service from Ameritech to ICG during April of 1997. ICG encountered problems obtaining T-1s as unbundled elements to provide service to the customer. ICG encountered numerous problems with Ameritech in attempting to provision the service. As of August 1, 1997, Ameritech still had not approved the request for service and could not provide an installation date.

On August 28, Ameritech finally arrived at the customer's location to install the service, without notifying ICG or the customer of their intention to install the service at that time. The customer was not at the facility resulting in a delay until September 8, 1997.

Additional problems ensued including the fact that Ameritech could not locate service records on the customer's working numbers. As such, the due date was slipped until October 2, 1997. Additional delays occurred and as of November 2, the cut over had not been successful due to Ameritech caused problems. A complete list of problems is included in the attached documentation.

Documentation: Tab 7 - Plus 1 Executive Suites complaint against Ameritech, Ohio PUCO case number 97-1510-TR-CSS.

Reciprocal Compensation

Ameritech's Refusal to pay Negotiated Reciprocal Compensation
ICG entered into an interconnection agreement with Ameritech and the agreement was approved by the Ohio PUCO. Prior to July 1997, Ameritech payments to ICG included payment for local traffic handled on behalf of internet service providers. After July, ICG received correspondence from Ameritech which indicated that such compensation would no longer be paid. As of November of 1997, Ameritech was in arrears to ICG for an amount exceeding $1 million. Pursuant to the interconnection agreement, ICG requested that Ameritech deposit the contested payments into an interesting bearing escrow account with a third party escrow agent and requested escalation and resolution of the dispute as specified in the interconnection agreement.

ICG contends that this is a violation of the interconnection agreement as well as Ohio PUCO orders.

A hearing on the matter was scheduled by the Ohio PUCO and held on February 17, 1998. Both parties are waiting for the result of the hearing.

Documentation: Tab 8 - ICG Complaint against Ameritech, Ohio PUCO case number 97-1557-TP-CSS .

Documentation: Tab 9 - Pre-filed testimony of Cindy Schonhaut, Senior Vice President of ICG Government and External Affairs.

Documentation: Tab 10 - Draft of ICG's post hearing brief of Ohio PUCO case number 97-1557-TP-CSS

Resale

Fresh Look

During the past year, Ohio went through a Fresh Look period, which allowed competitive companies to attempt to assume ILEC customer contracts. During that period a number of problems were encountered which hindered ICG's attempt to enter the market.

One prominent example is a situation where a customer was under contract for 7 Centrex lines. He later added 13 additional lines, outside of the terms of the contract. When ICG attempted to obtain and resell the contract, Ameritech countered by forcing the customer to pay a "buy out" on the 13 additional lines.

Another example of an ongoing problem occurs when ICG discusses service with a customer under contract. Once ICG contacts the customer and asks for a Fresh Look view of a contract, Ameritech immediately contacts the customer and offers better rates under a long term contract.

> Documentation: Tab 11 - Internal ICG correspondence concerning a customer contract with Ameritech requiring a higher than necessary "buyout".

> Documentation: Tab 12 - ICG correspondence describing a customer who indicated that Ameritech contacted him immediately after ICG asked for a contract under Fresh Look rules.

Resale (Continued)

Customer Service Indicating Ameritech Service Problems
CBG Inc. was purchased in 1997 by ICG. The CBG division provides resold, centrex oriented services throughout Ohio.

The attached documentation is a summary of a CBG customer survey which details numerous customer perceptions relating to service issues. It should be noted that many of the service issues are a result of installation and service problems by Ameritech. As CBG/ICG is the local exchange service provider, we are perceived in these instances to be at fault, while in many cases, the problem is caused by Ameritech.

As with other service problems, whether they are related to poor service provided by Ameritech for unbundled service elements or resale, ICG's reputation is damaged thourgh no fault of our own. Ironically, many disgruntled customers return to Ameritech for service. Ameritech is thus rewarded for not providing quality service to ICG and the CLEC industry.

Documentation: Tab 13 - ICG customer survey.

Number Administration

Difficulty Obtaining Additional NXXs

Internal correspondence and Ohio PUCO case number 97-884-TP-COI

MEMORANDUM

TO: ICG TELECOM GROUP, INC.

FROM: BBF

DATE: AUGUST 5, 1997

RE: DISPUTE WITH AMERITECH - NXX CODES

****

I talked with Scott Potter about the problems being encountered with Ameritech in obtaining additional NXX codes and the Columbus exchange. He was concerned about the problem and agreed to contact Ameritech and set up a conference.

The conference is scheduled for 10:00 a.m., Tuesday, August 12, 1997. Sue Williams is coming in to town and will attend the conference at the PUCO along with representatives from Ameritech.

MULDOON & FERRIS
ATTORNEYS AT LAW
2733 WEST DUBLIN-GRANVILLE ROAD
COLUMBUS, OHIO 43235-2798

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(614) 889-4777
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E-Mail: lawyer@on-ramp.net

August 20, 1997

Ms. Sue Williams
ICG Telecom Group, Inc.
P.O. Box 6742
Englewood, CO 80155-6742

RE: Number Assignments (NXX Codes) in Ohio

Dear Sue:

I am enclosing a copy of an Entry issued by the Commission last week, ordering the staff investigation of telephone numbering and number assignments in Ohio.

The Entry results primarily from a dispute that arose when Ameritech decided to split the "216" area code, and proceeded to split Parma, Ohio right down the middle; but it appears the staff investigation is going to encompass all of the issues surrounding telephone number assignment [illegible]. Since there have been difficulties with Ameritech in obtaining new NXX code assignments, I would think it is prudent to participate in this new proceeding.

Although it will be some time before a staff report of investigation is issued, petitions to intervene can be filed now and we will get copies of anything that happens to be filed in the docket.

Please let me know if you would like us to file a petition to intervene.

Very truly yours,

Boyd B. Ferris

BBF/baf
Enclosures

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Commission's Investigation into Telephone Numbering and Number Assignments in Ohio.	)))	Case No. 97-884-TP-COI

ENTRY

The Commission finds:

(1) Section 251(c) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, confers upon the FCC exclusive jurisdiction over those portions of the North American Numbering Plan (NANP) that pertain to the United States and its territories, but authorizes the Federal Communications Commission (FCC) to delegate to state commissions or other entities all or any portion of that jurisdiction. The FCC has authorized states to resolve matters involving the implementation of new area codes (*In the Matter of the Implementation of Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Second Report and Order (FCC 96-333) (August 8, 1996), at para. 271).

(2) State commissions may determine which methods of area code relief, such as geographic splits and overlays would best meet the needs of their communities, so long as they act consistently with the FCC's guidelines for numbering administration.

(3) Considering that the FCC has explicitly authorized the state commissions to resolve matters involving the implementation of area code relief plans, and area code exhausts are occurring at an accelerated pace, the Commission finds it appropriate for it to open an investigation into the issues surrounding telephone numbers and number assignment procedures.

(4) The investigation would include, but not be limited to, an examination of: (a) telephone number usage in Ohio, (b) current number assignment procedures, (c) future area code relief plan development procedures, and (d) future number conservation possibilities. Therefore, Staff should proceed to develop a recommendation on these issues for our review and consideration.

It is, therefore,

ORDERED, That, in accordance with the above findings, the Staff should proceed to develop a recommendation on these issues for our review and consideration. It is, further,

ORDERED, That copies of this entry be served upon all telecommunications service providers in Ohio and the Office of Consumers' Counsel.

THE PUBLIC UTILITIES COMMISSION OF OHIO

Craig A. Glazer, Chairman

Jolynn Barry Butler

Ronda Hartman Fergus

David W. Johnson

Judith A. Jones

SP:dj

Entered in the Journal
AUG 14 1997
A True Copy
Gary E. Vigorito
Secretary

Local Loops

Inside Wire

ICG Complaint against Ameritech, Ohio PUCO case number 97-328-TP-CSS

RECEIVED-DOCKETING DIV
98 FEB 23 PM 4:26

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF THE COMPLAINT OF ICG TELECOM GROUP, INC. AGAINST AMERITECH OHIO REGARDING INSIDE WIRING	: : : :	Case No. 97- 328-PWC-PROCESS

COMPLAINT OF ICG TELECOM GROUP, INC.

COMES NOW, ICG Telecom Group, Inc. ("ICG"), by its attorneys, pursuant to the provisions of Section 4905.26, Revised Code, and respectfully files its Complaint against Ameritech Ohio ("Ameritech"), and respectfully requests the Commission find the action of Ameritech with respect to its policies concerning access to inside wiring violates the provisions of Title 49, including Sections 4905.26 and 4905.35, Revised Code; violates the requirements established by the laws of the State of Ohio and/or by the Federal Telecommunications Act of 1934, as amended by the Telecommunications Act of 1996; and violate prior Orders of this Commission in multiple proceedings, including, but not limited to, the Commission's Decisions in Case Nos. 86-927-TP-COI and 95-845-TP-COI.

MEMORANDUM IN SUPPORT

In November, 1997, ICG initiated discussions with representatives of Ameritech regarding service to be provided by ICG to individual tenants in multi-tenant buildings. During those discussions, Ameritech insisted that, in order to use inside wire in multi-tenant, multi-story buildings in Ameritech territory, ICG would be required to file with Ameritech a BFR for approval.

To avoid risking the jeopardizing of service to its customers, ICG submitted to Ameritech, under protest, BFRs requesting a product/service which would allow ICG to place its electronics in the building and serve all customers. A copy of a BFR submitted to Ameritech by ICG is attached as Appendix A.

By correspondence dated December 18, 1997, a copy of which is attached as Appendix B, Ameritech advised ICG it could not respond to the BFR without "clarification" and investigation. According to Ameritech, the type of access requested by ICG would require a separate BFR for each building and for each tenant location; which would in turn necessitate an on-site investigation to determine possible access points and feasibility of building cable access. Additionally, as noted in the Ameritech response, each BFR would require a timeline of approximately four (4) months.

In reply to Ameritech's letter of December 18, 1997, ICG clarified its earlier BFR and advised Ameritech it was submitting a general request for access to inside wire in multi-tenant, multi-story buildings within the Ameritech operating territory. A copy of that response is attached as Appendix C.

Following receipt of ICG's letter of December 23, 1997, Ameritech responded by letter dated January 5, 1998, a copy of which is attached as Appendix D. Ameritech again insisted that it could only respond to an ICG request on a building/location-specific basis. It declined to accommodate any request for access to building cable in all buildings; and advised ICG that the proposed costs of the initial ICG BFR would total approximately Six

Thousand Dollars ($6,000.00) initially; and would require at least an additional forty-five (45) days to complete.

Given the above, it is clear Ameritech is claiming that house cable between the distribution frame (or network interface device [NID]) at the point of entry to a building and the NID in the telephone closet on each floor of a multi-unit building, is part of the Ameritech network and, as such, is only available as a "piece" of an "unbundled loop" purchased under an Interconnection Agreement. Consequently, according to Ameritech, this type of access would be required to be purchased by ICG pursuant to procedures outlined in the Interconnection Agreement between Ameritech and ICG.

Obviously, that position represents nothing more than the latest attempt by Ameritech to take every action within its power to impede and delay implementation of competition in the local market. The question of access to building wire is controlled by policies of this Commission and the Federal Communications Commission, both of which have echoed a concern that occupants of multi-unit buildings not be inhibited in their choice of service provider by parties controlling wire, whether the wire involved is premises wire or house cable and whether the party controlling the wire is the building owner or the telephone company. Ameritech's position that such inside wiring can only be accessed pursuant to an interconnection as a sub-loop element of an unbundled loop element is nonsense and should not be tolerated by this Commission.

Ameritech should not be permitted to convert a dispute over access to building cable into an exchange interconnection issue.

WHEREFORE, ICG respectfully requests the Commission direct a hearing in the instant proceeding and order Ameritech to provide reasonable access to inside wiring in multi-tenant, multi-story buildings; and further find Ameritech's actions to be violate of the policies established by the State of Ohio and this Commission, as well as the Federal Communications Commission.

Respectfully submitted,

Boyd B. Ferris
MULDOON & FERRIS
2733 W. Dublin-Granville Road
Columbus, OH 43235-2798
(614)889-4777

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing Complaint Against Ameritech - Inside Wiring has been served this 23rd day of February, 1998 via ordinary first class, United States mail, postage prepaid, upon the following party:

Jon F. Kelly
Ameritech Ohio
150 E. Gay Street, Ste. 4C
Columbus, OH 43215

Boyd B. Ferris

APPENDIX A

CINDY Z. SCHONHAUT
Senior Vice President
Government and External Affairs

December 5, 1997

- VIA FACSIMILE -
- 248-483-3738 -
- ORGINAL VIA OVERNIGHT MAIL -

Joanne Missig
Ameritech
23500 Northwest Highway
Room A-106
Southfield, Michigan 48075

Re: ICG Telecom Group, Inc. Objection to Filing Bona Fide Request Form

Dear Ms. Missig:

Enclosed please find the *Bona Fide* Request Form ("BFR") for building wire. This BFR is submitted by ICG Telecom Group, Inc. ("ICG") pursuant to the direction of Quentin Patterson, Mike Carson, and Scott Alexander, during a telephone conference on December 2, 1997, Ameritech insisted that, in certain multi-tenant, multi-story buildings in Ohio, access for ICG to use spare pairs of inside wire would not be provided to ICG unless such BFR was filed and approved.

ICG hereby submits two BFRs. One is for the purchase of wire pairs. This approach is ICG's preferred outcome. But we understand from our discussions with Ameritech that this BFR may raise policy issues for Ameritech. While we do not concede that the purchase of wire pairs should be subject to the BFR process, we are nonetheless constrained by Ameritech's views. Accordingly, we are submitting another BFR which would provide ICG with an interim solution pending resolution of issues raised by the first BFR. We request immediate and expedited processing of the interim solution, although we request that the BFR for the purchase of wire pairs be processed as well.

ICG is filing these BFRs under protest. ICG hereby puts Ameritech on notice that the request that ICG follow the BFR process is inconsistent with the Telecommunications Act of 1996 and is contrary to FCC policies and orders, the Local Service Guidelines (Case No. 95-845-TP-COI) and orders of the PUCO. ICG reserves all its legal rights.

#5395

9605 East Maroon Circle • Englewood, Colorado 80112 • P.O. Box 6742 • Englewood, Colorado 80155-6742 • (303) 572-5960

Since ICG cannot risk jeopardizing the provisioning of services to its customers, in spite of this protest, ICG is pursing the BFR process under the Interconnection Agreement between Ameritech Information Industry Services and ICG Access Services, Inc., now known as ICG Telecom Group, Inc. dated June 14, 1996.

As Mr. Neil Cox, President of Ameritech Information Industry Services, advised Pete White of ICG Telecom Group, Inc. on December 2, 1997, Ameritech has promised to expedite the handling of this BFR process. We are looking forward to your prompt response.

Sincerely,

Cindy Z. Schonhaut

Cindy Z. Schonhaut
Senior Vice President of Government
and External Affairs

KB:mer
Enclosures
cc w/encls: Neil Cox, Ameritech (312) 527-3780
Quentin Patterson, Ameritech (312)335-2927
Mike Karson, Ameritech (312) 245-0254
Scott Alexander, Ameritech (312) 335-2925
Sheldon Ohringer, President, ICG (303) 626-3016
Pete White, VP/GM Ohio (216) 377-3030