with the requirements of Ohio law and the Commission's Orders; and further request the Commission find Ameritech's treatment of ICG and ICG's customers constitutes a direct violation of the policies established by the State of Ohio and the 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 - Discriminatory Treatment 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"

350 North Orleans
Floor 3
Chicago, IL 60654
Office 312/335-6719
Fax 312/335-2527

Quentin Patterson
Account Manager

Ameritech

October 1, 1997

Mr. Peter H. White
Vice President, Operations
ICG Telecom Group, Inc.
5525 Clover Parkway
Valley View, Ohio 44125

Hello Pete:

Per recent conversations with Warren Mickens/VP AIIS Customer Operations and his customer operations team that manages all AIIS customers, here are the Ameritech practices for developing Firm Order Confirmation dates. The current order process is the same for all customers for high capacity circuits whether retail or wholesale and operates as follows:

- Following receipt of the Access Service Request (ASR), the Ameritech Service Representative reviews the order for errors. Once accepted, the ASR is processed and a preliminary service order due date is established with the coordination of the Network organization. A Firm Order Confirmation, acknowledging receipt and accuracy of the ASR, is communicated back to the customer with the preliminary due date. This communication takes place within 24 to 48 hours after order receipt. The order is then [illegible] Center (CPC) for engineering review and circuit design. If any facilities shortages or problems develop (approximately 8-12% of cases over all), an updated FOC is communicated to the customer reflecting the additional time required to design, order, receive and build the required facilities. This information is communicated to the customer two to four days after the preliminary FOC. The order is then designed, verified, assigned and processed objectively to meet the updated FOC communicated due date.

I understand your concerns about the problems associated with changing the FOC communicated dates delivered to customers. However, this is the same process Ameritech uses for all customers, whether wholesale or retail and, as provided above, occurs in relatively limited circumstances. If ICG would like to avoid the preliminary/updated FOC process, Ameritech can delay FOC delivery until the engineering review is complete. The order can be processed through the CPC for engineering review and circuit design resulting in an additional 48 to 96 hours before the FOC is delivered to ICG. This enhanced and slower process is the same way Ameritech manages project orders where the FOC may not be communicated back to ICG for up to 6 business days from order receipt.

We are open to either of the options listed above. Please contact service manager Renita Petrus to discuss and/or review alternatives.

Regards,

Quentin Patterson
Account Manager

APPENDIX "B"

NEXTEL CLEVELA D FILLIN PROJECT
ASR/FOC RACKING

ICG PON #	LOC ADDRESS	LEC CIC T ID	DATE ASR SENT	DATE FOC RECEIVED	BUSINESS DAYS FROM ASR SENT TO FOC RECEIVED
47735	4188 GLENNRIDGE	90HCGS2 3050B	8/6/97	09/16/97	28 DAYS
47719	5774 VROOMAN RD	90HCGS2 598OB	8/4/97	08/22/97	14 DAYS
46361	7845 NORTHFIELD RD	90HCG2 28OB	7/10/97	07/23/97	9 DAYS
47799	14306 DETROIT RD	90HCGS2 782OB	8/11/97	09/02/97	15 DAYS
47754	13915 STATE RD	90HCGS2 769OB	8/6/97	09/02/97	18 DAYS
47801	2400 ORANGE AVE	90HCGS2 794OB	8/11/97	09/02/97	15 DAYS
47717	9692 INFIRMARY RD	95HCGS2 342OB	8/11/97	09/16/97	26 DAYS
50636	135 S. BROADWAT	95HCGS2 104OB	9/18/97	09/26/97	6 DAYS

Jackson, Carl

From: Williams, Sue
`ent: Wednesday, February 25, 1998 10:50 PM
ı o: Jackson, Carl
Subject: FW: Nextel / Ameritech issues

Importance: High

-----Original Message-----
From: Brekke, Cindy/SLS-DEN
Sent: Friday, August 22, 1997 5:11 PM
To: Williams, Sue/Dir Govt Affairs
Subject: FW: Nextel / Ameritech issues
Importance: High

Sue: More ammunition for the Ameritech region. Thanks for all your support.
cindybrekke

From: Sack, Richard/SLS-CLV
Sent: Friday, August 22, 1997 2:39 PM
To: Brekke, Cindy/SLS-DEN
Cc: Fishter, Dee/NASC-CLV
Subject: Nextel / Ameritech issues
Importance: High

Cindy,

wanted to keep you informed of some of the Ameritech issues ICG is confronted with in Northern Ohio.

First and foremo [illegible] which all wireless providers are to adhere to when a project is identified. This process extends the [illegible] process to 45 days. Once th[illegible] was presented to our customer (Nextel), they felt ICG had lost control to manage Ameritech. This is obviously not the case, but to date, Ameritech is showing no flexibility in this process.

Furthermore, Nextel's Ameritech account team has told them that they will return a F.O.C. to him quicker than to a CLEC. Nextel has tested this in other markets(Youngstown), and has in fact received FOC within 2 days of submitting an ASR.

Obviously, ICG and Ameritech should have a meeting of the minds regarding these issues.

Any help is greatly appreciated....THANKS!! -RICH-

Jackson, Carl

From: Williams, Sue
ent: Wednesday, February 25, 1998 10:50 PM
o: Jackson, Carl
Subject: FW: Nextel Clv/Akrn Proj

-----Original Message-----
From: DeRosier, Cynthia/CSR-DEN
Sent: Monday, August 25, 1997 4:05 PM
To: Williams, Sue/Dir Govt Affairs
Cc: Brekke, Cindy/SLS-DEN; 'Sack, Richard/SLS-CLV'; Fishter, Dee/NASC-CLV
Subject: Nextel Clv/Akrn Proj

Sue

Per our conversation earlier today, Ameritech has set the following guidelines for the new Nextel project.

Site surveys must be done prior to them processing our order. Once the site survey has been done they will take up to 16 business days to send us an FOC.

We have done projects with Ameritech in the past in Cleveland/Akron for Nextel and this was not required.

When Nextel orders from Ameritech directly they are FOC'd within 2 days.

Please advise us if there is anything we can do. We are at risk of losing this entire project.

Thanks,
Cindy

Jackson, Carl

From: Williams, Sue
ent: Wednesday, February 25, 1998 10:52 PM
.o: Jackson, Carl
Subject: FW: NEXTEL CLEVELAND FILLIN PROJECT

Importance: High

-----Original Message-----
From: Brekke, Cindy/SLS-DEN
Sent: Wednesday, August 27, 1997 9:29 AM
To: Wilson, Clint/Sales-Den; DeRosier, Cynthia/CSR-DEN
Cc: 'Sack, Richard/SLS-CLV'; Moore, Marilyn/Csr-Den; Geist, Alec/CSR-DEN; WHITE, PETE/Ohio; Fishter, Dee/NASC-CLV; Williams, Sue/Dir Govt Affairs
Subject: RE: NEXTEL CLEVELAND FILLIN PROJECT
Importance: High

Hi Everyone:
I was informed on Monday that Nextel has decided to go to plan B which was to buy direct from Ameritech because their Ameritech Account Team told Nextel that they could get them FOC's before ICG gets theirs. With this information - a possible charge back of $15,000 per month it is my responsibility to let my management team know. I informed Clint of this on Tuesday morning. I DID NOT intimate that order entry and implementation was not doing their job. I asked Clint to make sure that Cindy Schonhaut was in the loop on this. He asked if Marilyn knew, I said I didn't know and the same for Alec. I did let him know that Cindy DeRosier and I had spoken with Sue Williams and both had forwarded information to her.

I think as a group we are doing all that we can do, that is why I involved Gov't Affairs. I felt we needed the extra gun.

My informing my upper management of the situation should not be construed as someone not doing their job. It was not resented this way.

Again, I believe we are doing all the ri[illegible] informed.

[illegible]

Cindy Brekke

From: DeRosier, Cynthia/CSR-DEN
Sent: Tuesday, August 26, 1997 7:11 PM
To: Brekke, Cindy/SLS-DEN; Wilson, Clint/Sales-Den
Cc: 'Sack, Richard/SLS-CLV'; Moore, Marilyn/Csr-Den; Geist, Alec/CSR-DEN; WHITE, PETE/Ohio; Fishter, Dee/NASC-CLV
Subject: FW: NEXTEL CLEVELAND FILLIN PROJECT

For those of you who do not receive the Nextel Clv/Akron spreadsheet, the document is below. Addresses that have TBD listed are those that have not been provided by Nextel yet. The spreadsheet has all cust due dates, ASR sent dates, site survey dates and lec dates (that we have to date).

Ameritech came up with a new process for us on this project that they have not had in the past. They say if they didn't have it in the past it was a as a favor to us.

Sales has been very aware of this since the beginning of the project. It is as follows:
Site surveys must be complete prior to Ameritech working our orders. Once the site survey is complete they have up to 16 business days to issue an FOC to us.

**I'm not sure why this was escalated to Clint today. It indicates to me that sales doesn't think we have taken any action on this process when they are very aware that we have. Rich Sack has been very involved in this.
There has been no reason for me to take this to Alec, although he was aware of it, as Pete White has been very involved. There have been several conversations and meetings with Ameritech regarding this process and they have not budged so far. There is another meeting being held with Ameritech tomorrow. Cindy connected Sue Williams with Gov't. affairs to me yesterday to give her info as she was going to be with the PUC in Columbus today. We are taking every step possible to get Ameritech to change the process, please remember we do not control it.

Also, when Nextel brought us this project they started with specific dates, moved them up within 3 days of giving us the orders. It was explained to them that it was very aggressive. I have talked with Phil Naumann at Nextel several times, including yesterday and today. He understands we are taking steps to get Ameritech to change the process,

Jackson, Carl

From: Williams, Sue
ent: Wednesday, February 25, 1998 10:57 PM
o: Jackson, Carl
Subject: FW: PUCO Complaint - Ameritech

-----Original Message-----
From: WHITE, PETE/Ohio
Sent: Monday, October 06, 1997 12:57 PM
To: Williams, Sue/Dir Govt Affairs
Cc: Humphries, John/OPS-OH; Sack, Richard/SLS-CLV
Subject: PUCO Complaint - Ameritech

Sue,
As you will recall, we had an informal complaint against Ameritech, several weeks ago, caused by their preferential treatment of Nextel in the areas of providing FOC (Firm Order Completion) dates. Specifically we were concerned by Nextel's ability to order a DS 1 from Ameritech and receive the FOC date within a day or so. At the same time, ICG was being required to wait many days, and often weeks for the FOC dates on the circuits we ordered. Our delay was caused by Ameritech's insistence on utilization of their "Project Process" which delays the FOC until after completion of the site survey and detailed engineering by Ameritech. Since Nextel was not required to utilize the "Project Process", no site survey visit was required nor did Ameritech engineer the circuit prior to quoting the FOC date.

This preferential treatment provided to Nextel caused them to conclude that they would be better served to order circuits direct from Ameritech, bypassing ICG. Attached is a letter from Nextel canceling their order for 12 DS 1's which they will order direct from Ameritech. I personally spoke with Nextel and was assured that the only reason for going direct to Ameritech was our inability and their ability to secure FOC dates within a day or so of placing their order.

When I complained to our Account Representative at Ameritech (Quentin Patterson), I was told that Ameritech treated all customers alike and in fact received a letter stating that all customers should receive their FOC within 24-48 hours (copy ttached). This does not happen for ICG orders placed in Nextel's behalf, due to the "Project Process". This is ubstantiated by the attached information that shows the date the ASR (Access Service Request) was placed with Ameritech and the date they provided the FOC.

Sue, while I want to cooperate with and maintain a good working relationship with Ameritech, I cannot afford to loose business because of differences in treatment between ICG and our customers. Please see if you can have the PUCO intercede to insure comparable service is provided to both ICG and Nextel (when they deal direct with Ameritech). Your assistance is appreciated. Please call with questions.
Pete

PS: Quentin Just called and offered to suspend the "Project Process", if requested by ICG and with the full understanding that this would be a lower grade of service for these circuits. While this might make the process equal between ICG and Nextel; the business is already lost and canceling the "Project Process" will result in poorer service from Ameritech with an increase in missed due dates.

PS:
Attachments are being forwarded to you in overnight mail.

Local Transport

Service Outage

Internal ICG correspondence describing the Ameritech service outage in Ohio

Allen, Tom E.

From: Glenellen-Sari, Helen
`ent: Wednesday, January 28, 1998 9:28 AM
ſo: Allen, Tom E.
Cc: Humphries, John; Glenellen-Sari, Helen
Subject: Columbus Switch Scenario

Tom,

Per your request:

On Wednesday, January 21, 1998 in the maintenance window Ameritech was doing some reroute work involving trunk groups 1900 and 1901 between Ameritech's tandem switch and Icg. 1901 was becoming the primary trunk group, thus, a reroute had to take place. At 07:30 a.m. when my technician came in he became aware that anyone outside of the ICG network could not call an ICG Nxx. All local Ameritech Nxx's could not get to our Columbus
switch. For us, this meant all our customers who brought their original Ameritech telephone number to ICG when they began service with us could not get calls.

In conversation with Ameritech, as I currently understand it, I am being told digit deletion was not being done correctly. I asked for a root cause analysis, in order to be proactive and prevent any future repeats. Ameritech is in the process of getting me this information.

John Humphries and myself are not asking for regulatory intervention at this time. Please DO NOT take any action unless it is agreed to.

Helen

Unbundled Network Elements

Ongoing Problems Installing Customer's Service

Plus 1 Executive Suites complaint against Ameritech, Ohio PUCO case number 97-1510-TR-CSS

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

97 SEP 18 PM 3:42 PUCO

PLUS 1 EXECUTIVE SUITES, INC. 6457 Reflections Drive Suite 200 Dublin, Ohio 43017 Complainant, vs. AMERITECH-OHIO aka The Ohio Bell Telephone Co. 45 Erieview Plaza Cleveland, Ohio 44114 Respondent.	))))))))))))))))	Case No. 97-1510-TRC-SS

COMPLAINT

Pursuant to R.C. 4905.26, Complainant Plus 1 Executive Suites, Inc. alleges for its Complaint against Respondent Ameritech-Ohio, aka The Ohio Bell Telephone Co. as follows:

PARTIES AND JURISDICTION

1. Complainant Plus 1 Executive Suites, Inc. ("Plus 1") is an Ohio corporation engaged in the business of providing office space and business support services. Complainant maintains offices at 6457 Reflections Drive, Suite 200, Dublin, Ohio 43017. At all times material, Complainant received, and continues to receive, telephone service from Respondent.

2. Respondent Ameritech-Ohio, aka The Ohio Bell Telephone Co. ("Ameritech") is an Ohio corporation with offices located at 45 Erieview Plaza, Cleveland, Ohio 44114. Respondent is engaged in the business of providing telephone service in the State of Ohio.

Respondent is a telephone company within the meaning of R.C. 4905.03(A)(2) and a public utility within the meaning of R.C. 4905.02.

3. Respondent is subject to the jurisdiction of the Public Utilities Commission of Ohio ("PUCO") pursuant to R.C. 4905.04, 4905.05 and 4905.06.

4. The PUCO has jurisdiction over the subject matter of this Complaint pursuant to R.C. 4505.04, 4905.05, 4905.06, 4905.26 and various other provisions of Title 49 of the Ohio Revised Code.

5. The PUCO has the jurisdiction to provide the relief requested herein pursuant to R.C. 4905.04, 4905.05, 4905.06, 4905.26, 4905.54 through 4905.61 and various other provisions of Title 49 of the Ohio Revised Code.

FACTS COMMON TO ALL CLAIMS

6. In April, 1997, Complainant made a business decision to switch its service to ICG Telecommunications, Inc. ("ICG") when local service became available from that company. Local service did become available to Complainant from ICG on May 1, 1997 and an initial installation/cut-over date was scheduled with Respondent Ameritech for June 10, 1997. Subsequently, Respondent advised that ICG would have to have a local exchange for Dublin for the conversion to occur, and based upon that information, ICG agreed to purchase the service on a resale basis from Respondent until such time as the Dublin exchange was established. Subsequently, on June 10, 1997, Respondent informed Complainant it could not proceed with the installation of a T-1 because it had not determined how to price the product to ICG for resale.

7. Following conversations with Respondent, Complainant contacted Mike Kehoe of Respondent Ameritech to try to resolve the problem. Mr. Kehoe advised Complainant that he would determine why pricing was not available and why the order for the T-1 continued to be rejected. ICG was also informed that date of the need to obtain different forms for ordering the service and was directed to obtain those forms from Respondent's website. ICG did obtain the new forms requesting the T-1 which were resubmitted that date to Respondent.

8. As of August 1, 1997, Respondent still had not approved the request for a T-1 and could not provide an installation date. At that time, Mr. Kehoe assigned Kathy Wydan of Respondent Ameritech to walk the order through and assist Complainant and ICG in obtaining the cut-over. Subsequently, on August 20, 1997, Kathy Wydan provided assurance to both ICG and Complainant that everything was in order and the T-1 had been approved. Two days later, on August 22, 1997, Respondent advised ICG that the installation would not occur because the paperwork had not been approved. Complainant was advised that Kathy Wydan was on vacation and no one was available to provide an explanation.

9. On August 28, 1997, Respondent's representatives arrived at Complainant's facilities to install a T-1. However, Respondent had not advised Complainant of its intention to arrive on that date. Accordingly, there were no personnel from Complainant at the facility. Following additional conversations, on August 29, 1997, Respondent's installer returned to install the T-1 and discovered there was already a T-1 in the room, having been used by a former tenant. The discovery of the older T-1 resulted in additional

delay until September 8, 1997, when Respondent advised Complainant that the T-1 was working and that the project could proceed.

10. On that same date, ICG contacted Respondent Ameritech to proceed with the conversion, and was, at that time, informed by Respondent that nine (9) of the telephone numbers sought to be converted did not belong to Complainant and that Respondent could not find service records for the telephone numbers. Complainant subsequently spoke with Mike Kehoe who located all of the numbers in question without difficulty and advised the order should be completed. September 18, 1997 was established as the date for installation of DIDs and conversion of telephone equipment.

11. On September 17, 1997, Complainant received a call from ICG advising that Respondent still did not have all of the customer service records. As a result, the September 18 installation date was again delayed and a new installation date of October 2, 1997 was selected. Later the same day, Complainant was advised that the installers could not fit Complainant into their schedule on October 2, 1997, and the next available date for the installers was October 14, 1997.

12. On October 3, 1997, Complainant was furnished telephone numbers for verification of those numbers to be ported to ICG from Respondent.

13. On October 8, 1997, Respondent called ICG and advised that the October 14, 1997 date could no longer be utilized because Respondent needed an additional ten (10) days to set up changes as more than twenty (20) customer service records were involved.

14. For reasons undisclosed to Complainant, the October 14, 1997 cut-over date was again delayed until October 29, 1997, at which point Respondent attempted, unsuccessfully, to complete the transfer of service to ICG. The attempted cut-over resulted in a multitude of problems, all of which have been described in detail to Respondent, and are summarized in a letter from Complainant to Kathy Wydan dated November 2, 1997, a copy of which is attached hereto as Exhibit A and incorporated herein.

15. Respondent was contacted again on November 4, 1997 and presented a demand for complete restoration of adequate service.

16. Notwithstanding daily efforts by Complainant to achieve the cut-over requested and the continuation of adequate service, neither have been available from Respondent and remain unavailable at this date.

CLAIMS FOR RELIEF

17. Complainant incorporates by reference herein each and every allegation above.

18. Respondent's service was, and currently is, inadequate, unjust, unreasonable, unjustly discriminatory, unjustly preferential and in violation of law, including R.C. 4905.22, 4905.23, 4905.231, 4905.26, 4905.33, 4905.35 and Chapter 4901:1-5 of the Ohio Administrative Code, including, inter alia, O.A.C. 4901:1-5-09, 4901: 1-5-20, 4901:1-5-22 and 4901: 1-5-23.

19. As a proximate result of Respondent's inadequate, unjust, unreasonable, unjustly discriminatory, unjust preferential and unlawful service, Complainant has lost, and

will continue to lose, business and has incurred, and will continue to incur, damages in an amount to be established at hearing in this matter.

20. For any violation of any order of the PUCO or for any violation of R.C. 4905.22, 4905.23, 4905.26, or 4905.35, the PUCO may:

a. Impose a forfeiture of not more than $1,000 per day (R.C. 4905.54);

b. Prosecute or cause to be prosecuted the utility or its officer, agent or employee (R.C. 4905.55 through 4905.59);

c. Enjoin or prohibit the violation by mandamus, injunction or other civil remedy (R.C. 4905.60);

d. Award treble damages to any person, firm or corporation injured by such violation (R.C. 4905.61); and

e. Order other remedial actions to be taken (R.C. 4905.26 and various provisions of Title 49 of the Ohio Revised Code).

21. Pursuant to R.C. 4905.55, the act, omission or failure of any officer, agent or employee of Respondent within the scope of his or her employment alleged herein is the act or failure of Respondent.

22. Complainant is entitled to the relief requested in this Complaint.

WHEREFORE, Complainant demands the following relief:

1. Issuance by the PUCO of an order finding and determining that Respondent has violated R.C. 4905.22, 4905.23, 4905.231, 4905.26, 4905.33, 4905.35, and O.A.C. Chapter 4901:1-5, including, inter alia, O.A.C. 4901:1-5-09, 4901: 1-5-20, 4901: 5-22;

2. An order directing Respondent to immediately cure the inadequate, unjust

will continue to lose, business and has incurred, and will continue to incur, damages in an amount to be established at hearing in this matter.

20. For any violation of any order of the PUCO or for any violation of R.C. 4905.22, 4905.23, 4905.26, or 4905.35, the PUCO may:

a. Impose a forfeiture of not more than $1,000 per day (R.C. 4905.54);

b. Prosecute or cause to be prosecuted the utility or its officer, agent or employee (R.C. 4905.55 through 4905.59);

c. Enjoin or prohibit the violation by mandamus, injunction or other civil remedy (R.C. 4905.60);

d. Award treble damages to any person, firm or corporation injured by such violation (R.C. 4905.61); and

e. Order other remedial actions to be taken (R.C. 4905.26 and various provisions of Title 49 of the Ohio Revised Code).

21. Pursuant to R.C. 4905.55, the act, omission or failure of any officer, agent or employee of Respondent within the scope of his or her employment alleged herein is the act or failure of Respondent.

22. Complainant is entitled to the relief requested in this Complaint.

WHEREFORE, Complainant demands the following relief:

1. Issuance by the PUCO of an order finding and determining that Respondent has violated R.C. 4905.22, 4905.23, 4905.231, 4905.26, 4905.33, 4905.35, and O.A.C. Chapter 4901:1-5, including, inter alia, O.A.C. 4901:1-5-09, 4901: 1-5-20, 4901: 5-22;

2. An order directing Respondent to immediately cure the inadequate, unjust, unreasonable, unjustly discriminating, unjustly preferential and unlawful service complained of herein;

3. An award to Complainant of treble damages including treble Complainant's costs and attorneys' fees in prosecuting this action as provided by R.C. 4905.61;

4. Injunctive relief prohibiting future violations of law and PUCO orders;

5. Imposition of forfeitures and other relief under R.C. 4905.54 through 4905.59; and

6. Such other relief in law or in equity to which Complainant may be entitled.

Respectfully submitted,

Orla E. Collier III, Esq.
Ohio Registration No. 0014317
BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP
88 East Broad Street, Suite 900
Columbus, Ohio 43215
(614) 223-9300

Attorneys for Complainant

REQUEST FOR SERVICE

TO: Docketing Clerk
PUCO

Please serve a copy of the Complaint upon the Ameritech-Ohio by certified mail, return receipt requested to the attention of the President or other duly authorized officer.

Orla E. Collier III, Esq.
Ohio Registration No. 0014317
BENESCH, FRIEDLANDER, COPLAN
& ARONOFF
88 East Broad Street, Suite 900
Columbus, Ohio 43215
(614) 223-9300

CERTIFICATE OF SERVICE

A copy of the foregoing was served by regular U.S. mail, postage prepaid, upon Jon F. Kelly, Ameritech Ohio - Legal Department, 150 East Gay Street, Room 4-C, Columbus, Ohio 43215 this 18th day of November, 1997.

Orla E. Collier

PLUS 1

Executive Suites, Inc.

November 2, 1997 VIA FACSIMILE

Ameritech - Kathy Wyban 216-822-0750/Pager 888-939-7638
ICG - John Humphries/Sherry Miller 324-4424

As a follow-up to the unsuccessful cut over to the T-1 last Wednesday, and after previous requests, the following telephone numbers must be corrected immediately and dialtone restored no later than 3:00 p.m. Monday, November 3, 1997.

Plus 1	761-7551	Dial tone must be restored and this number ringing in on my RJ21x number 2, position 25. The call forwarding feature and call deluxe transfer feature must also be restored.
Rosemount	799-2991	Dial tone must be restored and this number ringing in on my RJ21x number 1, position 15.
ASAP	718-9883	Dial tone must be restored and this number ringing in on my RJ21x number 1, position 16.
Federal Mogul	766-5003	Dial tone must be restored and this number ringing in on my RJ21x number 2, position 21.
Mohawk Carpet	760-8832	Dial tone must be restored and this number ringing in on my RJ21x number 1, position 23.

In addition to these numbers, the call deluxe transfer feature must be active on all incoming trunks.

I consider the errors that were made during this transition to DID and T-1 service to be unacceptable and one of the worst example of customer service. These errors by the parties involved has had a serious impact on my business and those of my clients. A list of my clients and how they were affected, as each of them voices their displeasure to me, follows.

If there were orders issued through Ameritech that were incorrect, I want copies of those orders faxed to me by 3:00 p.m.

Sincerely,

Marsha Barber

Marsha Barber
President

Attachments

cc: Jean Letcher - ICG
Ronnie Fergus - PUCO

6457 Reflections Drive, Suite 200 • Dublin, Ohio 43017 • 614-761-3200 • Fax 614-761-7807

EXHIBIT A

Plus 1 Executive Suites
Cut-over to T-1 and DID
October 29, 1997

ASAP Software	718-9883	Modem & fax line remote call forwarded. Client has no fax capability and modem contact with home office.
Bloomfield Computer Systems	761-1413 798-8229 798-0111	Disconnected in error Disconnected in error Disconnected in error
Crossroads Financial Planning	761-4111	DID telephone number was not ringing in until Thursday. During one of the busiest stock market days, a buy order was missed because there was no telephone service.
DicksonHughes	792-8084 792-8261	Disconnected in error Disconnected in error
Ehrke & Co.	798-9301	Disconnected in error
Federal Mogul	766-5003	Modem & fax line remote call forwarded. Client has no fax capability and modem contact with home office.
Gulfstream Aerospace	764-2408	Modem & fax line remote call forwarded. Client has no fax capability and modem contact with home office.
Hyperion Software		Client works out of his home. Can't receive calls because the call deluxe transfer feature is not active on the incoming trunks as was ordered.
Kelley Communications	718-0100	Had to reroute his telephone number to a fax line temporarily because the DID telephone number was not active until Thursday.
Marriott Corp.	792-6500	Had a recording that the telephone number had been disconnected until Friday a.m. instead of being remote call forwarded to the DID number.

Plus 1 Executive Suites
Cut-over to T-1 and DID
October 29, 1997

Muchnicki Law Office		Client works out of his home. Can't receive calls because the call deluxe transfer feature is not active on the incoming trunks as was ordered.
Nestle Food Service	792-2580	Disconnected in error
Philip Morris USA	792-6505	Fax line disconnected in error.
	792-6780	Modem line disconnected in error.
	792-6781	Modem line disconnected in error.

All of these lines were reactivated on different positions on my RJ21X. ICG had to locate the number and rewire outlets to restore service on Friday afternoon.

Plus 1	761-7551	Direct line that was disconnected in error. 800 services ringing in on this line cannot be used until service is restored.
Rosemount	799-2991	Modem & fax line remote call forwarded. Client has no fax capability and modem contact with home office.
	799-2856	Main telephone number was not remote call forwarded to the DID until Friday, a.m.

Reciprocal Compensation

Ameritech's Refusal to pay Negotiated Reciprocal Compensation

ICG Complaint against Ameritech, Ohio PUCO case number 97-1557-TP-CSS

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF THE COMPLAINT OF ICG TELECOM GROUP, INC. AGAINST AMERITECH OHIO REGARDING THE PAYMENT OF RECIPROCAL COMPENSATION.	:	Case No. 97-1557 -TP-CSS

COMPLAINT OF ICG TELECOM GROUP, INC. AGAINST AMERITECH OHIO WITH RESPECT TO THE PAYMENT OF RECIPROCAL COMPENSATION

COMES NOW, ICG Telecom Group, Inc., pursuant to the provisions of Section 4905.26, Revised Code, and the provisions of the interconnection agreement between ICG Telecom Group, Inc. (fka ICG Access Services, Inc.) and Ameritech Ohio, approved by the Commission in Case No. 96-611-TP-UNC, and respectfully requests the Commission find that Ameritech Ohio's refusal to pay reciprocal compensation for local traffic involving enhanced service providers is in violation of the interconnect agreement between the parties approved by the Commission in Case No. 96-611-TP-UNC; and that said refusal is both unreasonable and unlawful pursuant to the provisions of Section 4905.26, Revised Code.

STATEMENT OF FACTS

ICG Telecom Group, Inc. (hereinafter ICG) is a new exchange carrier authorized to conduct operations in Ohio by order of the Commission in Docket Nos. 95-814-TP-ACE and 96-1336-TP-AAC, Orders dated January 16, 1997. Pursuant to that authority, ICG conducts operations throughout the service territory of Ameritech Ohio (hereinafter Ameritech), an incumbent local exchange carrier. ICG has entered into interconnection agreements with Ameritech, and the

agreement applicable to these proceedings was approved by the Commission in Case No. 96-611-TP-UNC.

With respect to reciprocal compensation, the interconnection agreement between ICG and Ameritech provides as follows:

> 5.7 Reciprocal Compensation Arrangements - SECTION 251(B)(5).
>
> 5.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or ICG which a Telephone Exchange Service Customer originates on Ameritech's or ICG's network for termination on the other Party's network.
>
> 5.7.2 The Parties shall compensate each other for transport and termination of Local Traffic at the rate provided in the Pricing Schedule.
>
> 5.7.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.
>
> 5.7.4 Each Party shall charge the other Party its effective tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.
>
> 5.7.5 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 13.0 shall be as specified in Section 13.5.

Pursuant to the above provisions, prior to July, 1997, Ameritech payments to ICG included payment for local traffic handled on behalf of internet service providers. For periods subsequent to July, however, ICG received from Ameritech correspondence indicating such compensation would no longer be paid. Copies of the correspondence received from Ameritech is attached hereto as