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June 19, 2008

Via Messenger Delivery

Renee Jenkins
Chief, Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, OH 43215

Re: In the Matter of the Complaint of Dr. Adam Edge v. Choice One
Communications of Ohio Inc. d/b/a One Communications
Case No. 07-892-TP-CSS

Dear Ms. Jenkins:

Enclosed please find an original and ten (10) copies of the following document:

Prepared Testimony of Mr. Michael Schumacher
on behalf of One Communications, Inc.

Please accept the original and nine copies of the above-referenced pleading for the
Commission's file, and return the remaining copy to me via the individual who delivers the
same to you. You may call me if you have any questions concerning this filing.

Your consideration is greatly appreciated. Thank you.

Very truly yours,



Michael D. Dortch

Enclosures

cc: Adam Michael, Esq.

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BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of
Dr. Adam Edge,

Complainant,

v.

Choice One Communications of
Ohio Inc. d/b/a One Communications,

Respondent.

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Case No. 07-892-TP-CSS

**PREPARED TESTIMONY OF MR. MICHAEL SCHUMACHER
ON BEHALF OF
CHOICE ONE COMMUNICATIONS OF OHIO INC.**

Date Submitted:

CHOICE ONE COMMUNICATIONS' EXHIBIT 1

June 19, 2008

1 **Q: Please state your name, business address, and occupation.**

2 A: My name is Michael Schumacher. I am the District Sales Manager for Choice One
3 Communications of Ohio Inc. d/b/a One Communications. My business address is 2550
4 Corporate Exchange Drive, Columbus, OH 43231.

5
6 **Q: On whose behalf are you testifying?**

7 A: I am testifying on behalf of One Communications.

8
9 **Q: What is the purpose of your testimony?**

10 A: The purpose of my testimony is to explain the events surrounding the disruption in
11 service that Family Chiropractic Center, the actual customer and complaining party in this case,
12 alleges was caused by One Communications.

13 **Q: Please tell us what you know about this service interference.**

14 A: On May 1, 2007, Family Chiropractic Center contracted with One Communications to
15 change its phone service from XO Communications to us. A complete copy of that contract is
16 attached to this, my pre-filed testimony, as Exhibit 1A.

17 On May 11, 2007, One Communications submitted a new loop order to AT&T to request
18 a three line install. This is a necessary first step in the changeover of Family Chiropractic
19 Center's service. On May 16, 2007, One Communication's systems show that AT&T reported it
20 had completed the loop installation. In fact, AT&T provided us with dmarc information: the
21 inside dmarc was 66 block, while the binding post positions were 39, 42, and 15. This
22 demarcation or "dmarc" information identifies specific loops assigned to serve the customer.

1 **Q: What do you mean by "loop"?**

2 A: "Loops" are the lines that travel from the particular carrier's switch, which can be thought
3 of as a type of "communications substation," to the NID, or network interface device, which is
4 basically your telephone box.
5

6 **Q: Why didn't you just use XO Communications' existing loops?**

7 A: We didn't use XO Communications' existing loops because XO Communications is
8 unable to provide us with circuit identification information in their customer service records,
9 and, therefore we cannot reuse their loops for this type of order. Instead, we are required to
10 install new loops, and then port, i.e. transfer the line, from the losing carrier.
11

12 **Q: Why didn't One Communications itself install new loops?**

13 A: We can't. AT&T, as the ILEC, or incumbent local exchange carrier, has exclusive
14 control over certain facilities. AT&T does not permit us to access them. We therefore have to
15 ask them to install new loops on our behalf.
16

17 **Q: So, what was the problem?**

18 A: On May 17, 2007, the client opened up Remedy Trouble Ticket #00890810 by reporting
19 to One Communications, Repair Department, that it was able to make calls, but was not able to
20 receive them.
21

22 **Q: What was the cause of the problem?**
23

1 A: Apparently, AT&T reused XO Communications' existing loops instead of delivering new
2 ones as we had ordered. AT&T saw that there were lines already tagged with the phone numbers
3 and assumed that the loops could be reused. The reuse of the loops caused two problems. First,
4 as I said before, we are unable to reuse XO's existing loops as our own—we need new ones
5 installed. Second, AT&T disrupted the continuity of XO's service. Furthermore, because One
6 Communications had not taken "ownership" of the client's actual service at this point, we had no
7 way to repair the issue internally.
8

9 **Q: How did One Communications respond to Family Chiropractic Center's service**
10 **problem?**

11 A: At this point in time, Family Chiropractic Center was still not our customer. Even so,
12 One Communications called AT&T asking it to go back out to the site on May 18, 2007, to place
13 XO's loops back where they belonged, thereby restoring service under XO, and to deliver the
14 new lines as One Communications had ordered, thereby enabling us to provide service once the
15 client authorized us to port from XO. Tiffany Gibbons at our network operations center opened
16 up trouble tickets OU418599, OU418601, and OU418602 with AT&T for these purposes. Ms.
17 Gibbons also advised Family Chiropractic Center that it should refer this problem to XO
18 Communications, as Family Chiropractic Center was still XO's customer, and XO was really the
19 provider that should have been handling the problem.
20

21 **Q: Why did you have to contact AT&T? Why couldn't you resolve the problem at this**
22 **point?**
23

1 A: As I said before, AT&T is the only entity that can service the loops. We have no
2 authority to access them. Moreover, we could not circumvent the loop problem because Family
3 Chiropractic Center refused to give us permission to port service from XO to One
4 Communications, which, again, would have allowed us to resolve the problem internally.
5

6 **Q: Did AT&T fix the problem?**

7 A: Well, AT&T reported that it found no trouble on the lines, and the trouble tickets were
8 closed and coded. However, on May 21, 2007, the client again reported to One Communications
9 that it was not able to receive calls.
10

11 **Q: How did One Communications respond to the continued service issue?**

12 A: Our hands were pretty much tied because, as I just said, we were not yet Family
13 Chiropractic Center's carrier because Family Chiropractic Center refused to port to us (because
14 of the service problems it was experiencing). Because AT&T had reused the outside facilities
15 (i.e., the loops), it essentially provided the client with a One Communications dial tone, but no
16 ability for the client to receive calls unless we ported the telephone numbers onto the One
17 Communications network. Because the client refused to authorize us to port, we also had no
18 ability to apply any temporary forwarding, which would have allowed incoming calls to be
19 received. So, we did all we could and again contacted AT&T within an hour of the client's
20 second call. The provisioning team leader opened a second set of escalation trouble tickets to
21 have an AT&T technician re-dispatched to the Family Chiropractic Center's location to correct
22 the service error. The trouble tickets were OU4418997, OU4418998, and OU4418999.
23

1 **Q: Did you do anything else to try to resolve the problem?**

2 A: We again told the client to contact XO Communications to open up a repair ticket, so that
3 the problem could be tackled from both ends. In our experience, the ILEC is usually quicker to
4 respond to service calls from the client's current carrier rather than its prospective carrier.
5

6 **Q: How was the problem finally resolved?**

7 A: On May 25, 2007, we were finally told we had permission to port over from XO.
8 Therefore, that day the provisioning team submitted an expedited number port request to XO
9 Communications requesting to port services to One Communications ASAP. Indeed, multiple
10 escalation attempts were made with XO Communications. XO Communications' Port Out
11 Manager, Mike Smith, was contacted multiple times for assistance. An escalation tracking
12 number, 4785891, was issued by XO Communications.
13

14 **Q: So this resolved the problem?**

15 A. Not really. XO Communications was unable to expedite the port over. XO informed us
16 that they were four days outside of standard interval due to their own internal portout backlog.
17

18 **Q: How were things concluded?**

19 A: At some point in time, AT&T addressed the trouble tickets and the order for new loops,
20 because a test of the lines on May 31, 2007, revealed that they were at last fully operational.
21 However, due to the delay on XO Communications' side, due to the client's refusal to port over to
22 us, and due to AT&T's errors in failing to install new loops and then failing to recognize that new
23 loops were not installed, it took about ten days for service to be restored to Family Chiropractic

1 Center. It appears that Family Chiropractic Center could not receive calls from May 15, 2007, to
2 May 25, 2007.

3
4 **Q: When did One Communications actually start providing Family Chiropractic**
5 **Center service?**

6 A: The port over to One Communications was completed on June 6, 2007.

7
8 **Q: When did One Communications cease providing Family Chiropractic Center**
9 **service?**

10 The customer decided to change service, and we ported out its numbers to AT&T, its current
11 carrier, on August 15, 2007. Thus, we provided it service for only approximately ten weeks.

12
13 **Q: In addition to correcting the service outage, did One Communications attempt to**
14 **address the customer's concern about the break in service?**

15 A: We did. One Communications issued credits as though Family Chiropractic Center were
16 a One Communications customer at the time of the outage, even though it was not technically
17 our customer at the time. In fact, as things turned out, One Communications provided credits to
18 Family Chiropractic Center for *all* charges One Communications *ever* invoiced to it in the hope
19 of repairing its relationship with the customer. While that obviously did not happen, the sum of
20 the credits One Communications provided far exceeded the credit that the customer would have
21 been entitled pursuant to this Commission's rules, the company's tariff, or contractually -- even
22 had Family Chiropractic actually been One Communication's customer at the time of the outage.
23 Again, however, the customer was not technically ours until June 6, 2007.

1 **Q: Does this conclude your testimony?**

2 **A. It does.**

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