

Nancy B. White
General Counsel - FL

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5558

April 15, 2003

Mrs. Blanca S. Bayó
Director, Division of the Commission
Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850


**Re: Docket No. 030301-TP
Petition by Mpower Communications, Corp. and Florida Digital Network, Inc. for expedited temporary and permanent relief against BellSouth Telecommunications, Inc. for alleged anticompetitive conduct regarding Florida Digital Network, Inc.'s proposed acquisition of assets and customer base of Mpower Communications Corp.**

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Answer to the Petition filed by Florida Digital Network, Inc. and Mpower Communications, Corp., which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return a copy to me. Copies have been served to the parties shown on the attached certificate of service.

Sincerely,


Nancy B. White (NAB)

Enclosures

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey

DOCUMENT NUMBER 1411
03490 APR 15 2003
FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE
DOCKET NO. 030301-TP**


I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
Electronic Mail and U.S. Mail this 15th day of April, 2003 to the following:

Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Matthew Feil
Florida Digital Network, Inc.
390 North Orange Avenue
Suite 2000
Orlando, FL 32801
mfeil@floridadigital.net

Russell I. Zuckerman, Esq.
Sr. Vice President and General Counsel
Mpower Communications Corp.
175 Sully's Trail
Suite 300
Pittsford, NY 14534
Tel. No. (582) 218-6567
rzuckerman@mpowercom.com

Richard E. Heatter, Esq.
VP Legal and Regulatory Affairs
Mpower Communications Corp.
175 Sully's Trail
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Pittsford, NY 14534
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rheatter@mpowercom.com



Nancy B. White (KAB)

Paragraph 1 of the Petition. BellSouth denies the remaining allegations of Paragraph 1.

2. BellSouth denies the allegations contained in Paragraph 2 of the Petition.

3. BellSouth admits the allegations contained in Paragraph 3 of the Petition.

4. The allegations in Paragraph 4 do not require a response.

BellSouth requests that all notices, pleadings and other communications regarding this Docket be served upon the following BellSouth representatives:

Nancy B. White
General Counsel – Florida
c/o Nancy H. Sims
150 South Monroe Street, Suite 400
Tallahassee, FL 32301
(305) 347-5558

5. BellSouth admits the allegations contained in Paragraph 5 of the Petition.

6. BellSouth is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of the Petition as drafted.

7. BellSouth denies the allegations contained in Paragraph 7 of the Petition.

8. To BellSouth's knowledge, BellSouth denies that it had any conversations with representatives of Mpower in December of 2002 regarding the transaction with FDN. BellSouth admits that it received correspondence from FDN dated January 24, 2003. BellSouth further admits that, while

representatives of BellSouth had several conversations with FDN in February and March of 2003, a written response from BellSouth to FDN was not sent until March 27, 2003. A copy of this correspondence is attached hereto as Exhibit "A". BellSouth denies the remaining allegations contained in Paragraph 8 of the Petition.

9. BellSouth admits the allegations contained in the first sentence of Paragraph 9 of the Petition. BellSouth further admits that industry standards do not permit FDN to simply assume Mpower's ACNA. BellSouth also admits that FDN's interconnection agreement with BellSouth and applicable BellSouth tariffs set forth the appropriate charges to replace the Mpower ACNA with FDN. In addition, BellSouth avers that additional steps must be taken to ensure that the transfer is implemented correctly. BellSouth denies the remaining allegations contained in Paragraph 9 of the Petition.

10. BellSouth denies the allegations contained in Paragraph 10 of the Petition.

11. BellSouth is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the Petition. BellSouth admits that FDN has been acting as an agent for Mpower and has placed orders in Mpower's name using Mpower's ACNA. FDN has not placed orders in FDN's name using Mpower's ACNA as this would be a violation of industry standards.

12. BellSouth denies the allegations contained in Paragraph 12 of the Petition.

13. BellSouth denies the allegations contained in Paragraph 13 of the Petition. Attached hereto is a Telecordia White Paper regarding carrier codes. (Exhibit "B"). BellSouth avers that the following sections of the paper specifically prohibit FDN's use of the Mpower ACNA: fourth paragraph of Section A; Section D, particularly paragraphs 4, 5, 6, 7, 8, 9, and 10; and Section G.

14. BellSouth denies the allegations contained in Paragraph 14 of the Petition.

15. BellSouth denies the allegations contained in Paragraph 15 of the Petition.

16. BellSouth denies the allegations contained in Paragraph 16 of the Petition.

17. BellSouth denies the allegations contained in Paragraph 17 of the Petition. The applicable rates per UNE loop for changing the ACNA are contained in the interconnection agreement and appropriate tariffs. See also Exhibit "A".

18. BellSouth denies the allegations contained in Paragraph 18 of the Petition.

19. BellSouth denies the allegations contained in Paragraph 19 of the Petition.

20. BellSouth denies the allegations contained in Paragraph 20 of the Petition.

21. BellSouth denies the allegations contained in Paragraph 21 of the Petition.

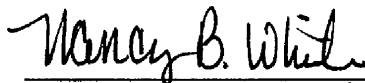
22. BellSouth denies the allegations contained in Paragraph 22 of the Petition.

23. BellSouth denies the allegations contained in Paragraph 23 of the Petition.

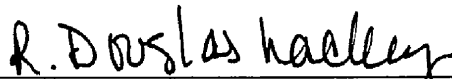
WHEREFORE, BellSouth prays that the Commission enter judgment in its favor and against FDN and Mpower, denying the relief requested by FDN and Mpower in the Petition and for all other relief deemed appropriate under law.

Respectfully submitted this 15th day of April, 2003.

BELLSOUTH TELECOMMUNICATIONS, INC.



NANCY B. WHITE (CA)
JAMES MEZA III
c/o Nancy Sims
150 South Monroe Street, Suite 400
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(305) 347-5558



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#486911

BELLSOUTH

BellSouth Telecommunications, Inc.
600 North 19th Street
8th Floor
Birmingham, AL 35203

March 27, 2003

Mr. Matthew Feil
Florida Digital Network
390 North Orange Ave
Suite 2000
Orlando, FL 32801

RE: Sale of Assets by Mpower Communications to Florida Digital Network

Dear Mr. Feil:

This is in response to your letter to Andrew Caldarello dated January 24, 2003, requesting specific costs, processes and procedures for the asset transfer of Mpower Communications (Mpower) to Florida Digital Network (FDN). This will also address Mpower's letter of March 6, 2003, requesting BellSouth's consent to assignment by Mpower to FDN of their Florida and Georgia Interconnection Agreements. I apologize for the delay in responding to your original letter, however, I believe that this letter provides more clarity to what we have been discussing verbally for the past two months. Following are BellSouth's responses to your questions.

FDN Question #1: State the specific costs, terms and conditions your company would propose for an assignment of Mpower's Interconnection, UNE, Resale, and Collocation agreement(s) to FDN.

BellSouth Response: FDN will need to provide notice to the BellSouth Account Team regarding the acquisition of Mpower, including the means to be utilized by FDN to continue operating the assets. Specifically, FDN will need to advise BellSouth whether 1) it desires to pursue an assignment of the Mpower Interconnection Agreement (which would include all of the services thereunder) (hereinafter referred to as "Option 1"), or 2) it desires to pursue a transfer of only the services to FDN (without an assignment of the Mpower Interconnection Agreement) (hereinafter referred to as "Option 2"). The following is a brief explanation of the two options:

Option 1

Pursuant to the letter from Mpower dated March 6, 2003, it appears that FDN and Mpower contemplate pursuing Option 1 - an assignment of the Mpower Interconnection Agreement to FDN for both Florida and Georgia. Although this was previously mentioned to FDN by BellSouth's attorney, Rhona Reynolds, during our discussions on this transfer, I would like to remind you that only one Interconnection Agreement can be effective in any state between the same two parties. As such, if FDN wishes to pursue Option 1, the assigned Interconnection Agreement would supersede and replace the current FDN/ BellSouth Interconnection Agreements in Florida and Georgia, rendering them null and void. The name and associated Access Customer Name Abbreviation (ACNA), Operating Company

EXHIBIT A

Number (OCN), and Carrier Identification Code (CIC) may need to be changed to reflect FDN as the contracting party under that assigned agreement. In conjunction with this assignment, all FDN services currently governed by the FDN Interconnection Agreement would have to be transferred under the assigned Mpower Interconnection Agreement; and would, thereafter, be controlled by the rates, terms and conditions of that agreement. Based on our previous discussions with FDN, this was not what BellSouth understood that FDN was interested in pursuing, since FDN has an existing agreement in both Florida and Georgia. Consequently, BellSouth asks that FDN confirm its intent, based on the above understanding, to the BellSouth Account Team.

Option 2

Under Option 2, the services under the Mpower Interconnection Agreement would be transferred to FDN. The transferred services would be governed by FDN's existing Interconnection Agreements in Florida and Georgia. Existing FDN services would continue to be governed by the existing FDN Interconnection Agreement in Florida. The applicable codes related to those transferred services would need to be changed to reflect FDN as the operating carrier. With respect to the Interconnection Agreement in Georgia, FDN will have to provide to the Account Team an ACNA, OCN, and CIC code to establish billing under this new contract 30 days prior to placing orders thereunder. Again, based on the prior discussion between our companies on this issue, BellSouth understood that FDN desired to pursue Option 2; however, pursuant to the letter from Mpower dated March 6, 2003, it appears that FDN and Mpower contemplate implementing Option 1, an assignment of the Mpower Interconnection Agreement to FDN for both Florida and Georgia. Before BellSouth can proceed any further, FDN and Mpower need to confirm which option they wish to pursue.

As part of the transfer of assets, if Mpower has access to BellSouth's poles, ducts, conduit or rights of way under either an Interconnection Agreement or License Agreement and FDN wishes to assume those, then Mpower will need to either assign that agreement to FDN or transfer the rights to FDN and FDN will need to execute its own License Agreement.

With respect to tariffed services, a transfer of services agreement would be required pursuant to the tariff.

Upon FDN's confirmation of how it wishes to proceed, the Account Team will take FDN's request, review it with the appropriate organizations and coordinate BellSouth's actions. Under Option 1 (i.e., an assignment of the Mpower Interconnection Agreement), generally an Assignment and Assumption of the Interconnection Agreement document is negotiated between the parties - in this case, between Mpower, FDN and BellSouth. Under Option 2, (i.e. a transfer of the services (without an assignment of the Interconnection Agreement)), an agreement documenting the transfer will be executed by the parties.

For either scenario, the costs associated with the transfer of services are addressed below in item #3.

FDN Question #2: On a going forward basis, identify the mechanisms your company would expect to employ for having one FDN rather than multiple (FDN and an Mpower legacy) agreements.

BellSouth Response: Please see BellSouth's response to Question #1. FDN may elect to have the FDN Interconnection Agreement control all services (both Mpower's and FDN's) or may elect to have the Mpower Interconnection Agreement control all services, if assigned to FDN. FDN will need to advise the BellSouth Contract Negotiator, John Hamman, how it wishes to proceed. Based on that decision, FDN will have to provide sufficient information for BellSouth to: 1) prepare the appropriate agreements; 2) determine if any additions are needed to the surviving agreement in order to add the applicable services; and, 3) perform the transfer of services to the FDN Interconnection Agreement or, alternatively, assign the Mpower Interconnection Agreement to FDN and then add the existing FDN services to that assigned agreement. Once the necessary documentation is executed and the services are transferred, the appropriate Interconnection Agreement will be cancelled.

FDN Question #3: Itemize the procedures, processes, and prices for transferring ownership from Mpower to FDN. This should include all Mpower collocations, loops, special access circuits, and interconnection trunks, etc., within your company's jurisdiction in Florida and Georgia.

BellSouth Response: Please see BellSouth's responses to Questions #1 and #2. BellSouth understands this request to be limited to Option 2 – i.e., the services are transferred to FDN, to be controlled by the FDN Interconnection Agreement in each state and the Mpower Interconnection Agreement is not assigned. The request will be processed separately for each state.

PROCESS

The Transfer of Ownership request requires that FDN submit certain information for the transfer of collocation arrangements and associated services. BellSouth has prepared the attached template (Attachment A) to be utilized to submit circuit and termination information for all DS0, DS4, and DS3 terminations provisioned for Mpower's (Virtual/Physical) Collocation arrangements. BellSouth previously provided you a copy of the Transfer of Ownership agreement, which would need to be completed and executed by both Parties. Changes may be required depending on how FDN decides to structure this transfer and whether there are virtual collocation arrangements in addition to physical collocation arrangements. Attachment B is the Virtual Collocation Equipment Inventory/Acceptance List. FDN must submit all information on all circuit terminations in order to prevent any disconnection of services. In addition, FDN must provide the Billing Account Number (BAN) for each circuit and include the following information: a) for DS0 services, your company will need to provide the Circuit Identification (ID) cable name(s) and cable pair range(s) for the arrangement; b) for DS1 and DS3 services, your company will need to provide the Circuit ID and TIE Connecting Facility Assignment (CFA) information. Please include the total number of services for each type of circuit. If FDN does not have a particular level of service(s), please indicate this as well. BellSouth will issue service orders to convert the services from the information provided and all applicable rearrangement charges will be assessed for each of the circuits converted.

For purposes of Switched and Special Access Services, once FDN provides BellSouth with specific circuit information, such as Billing Account Numbers (BAN), circuits and trunks, BellSouth will provide a cost estimate to FDN based upon the number of BANs, circuits, and trunks involved. Once FDN concurs with the cost estimate, the BellSouth Account

Team will send Transfer of Service (TOS) forms RF3957 & RF 3958 to FDN and Mpower for signature. After the BellSouth Account Team receives completed and signed TOS forms, FDN must then notify the BellSouth Account Team if a Design Layout Record (DLR) will be needed for circuit inventory. The BellSouth Interconnection Carrier Service Center will process the request as submitted.

For local trunking and facilities that do not terminate to a collocation arrangement, FDN will need to provide BellSouth with the same information that would be required for access services.

Resold services will be transferred using the standard conversion process. LSRs are to be submitted by FDN to the BellSouth Local Carrier Service Center (LCSC). Services will be converted using standard service intervals.

Please also see BellSouth's response regarding Charges, following, and the response to Question #4.

CHARGES

Rearrangement/Transfer charges for Switched and Special Access Services will be assessed as follows:

- Switched Access Services Tariff FCC No. 1, Section 6.8.9 – Per Billing Account Number is a nonrecurring charge of \$60.00 and Per Trunk Side Service nonrecurring charge of \$7.00 for each transmission path.
- Special Access Services Tariff FCC No. 1, Section 7.5.12 – Per Billing Account Number is a nonrecurring charge of \$50.00 and a Per Circuit nonrecurring charge of \$6.00 for each circuit

Rearrangement/Transfer Charges for Collocation will be assessed as follows:

- A Physical Collocation-Administrative Only Application Fee of \$742.00 per Collocation Site in Florida and \$740.83 per Collocation site in Georgia will apply according to the individual Interconnection Agreement.
- Once BellSouth receives the necessary information, FDN's request for Transfer of Ownership document is signed and accepted, and any necessary amendments to the Interconnection Agreement are executed, BellSouth can begin the process of transferring the services in accordance with that agreement.

Rearrangement/Transfer Charges for Unbundled Network Elements (UNEs) will be assessed as follows:

- Operational Support System (OSS) Service Order Manual (SOMAN) charge will apply. These charges can be found in Attachment 2 of your Interconnection Agreement.

- A Secondary Service Ordering Charge per circuit will also apply. These rates can be found in the state-specific General Subscriber Services Tariff (GSST), Section A4.3.
- Attachment B will be used for the transfer of UNEs. This is for the convenience of FDN. BellSouth will apply circuit and order specific rates as if FDN were issuing individual Local Service Requests (LSRs) to BellSouth for the transfer from Mpower to FDN.

Rearrangement/Transfer charges for Resale/Resold Products & Services will be assessed as follows:

- An Operational Support System (OSS) Service Order Manual (SOMAN) or Service Order Mechanized (SOMECH) charge will apply. These charges can be found in Attachment 2 of your Interconnection Agreement.
- A Secondary Service Ordering Charge per circuit will also apply. These rates can be found in the state-specific General Subscriber Services Tariff (GSST), Section A4.3.

Rearrangement/Transfer charges for Local Interconnection Trunking will be assessed as follows:

For Local Interconnection Trunking, FDN will need to issue a New Business Request (NBR) to BellSouth for the determination of the cost for the work activity associated with the change in local interconnection trunking and facilities.

- An accurate count of all impacted trunk groups by Two-Six Codes (TSC) and associated facilities will be required to submit this request.
- In addition, FDN may need to amend its current Interconnection Agreement to include the rate elements from the NBR.

FDN Question #4: Explain (a) why your company maintains it cannot process the change of ownership as a simple records change (through mechanized and systemic applications that will switch the carrier name, billing and other identifying information in your company's systems and records), rather than, for instance, requiring FDN to submit a manual LSR to change carrier information on every UNE loop being transferred, and (b) if your company can develop a service/product that will achieve the desired transfer of ownership in a more streamlined fashion, more like a simple records change, and whether your company can and will expedite that development.

BellSouth Response:

(a) A transfer of services requires individual BellSouth service orders to be issued to change all acquiring CLEC billing information [e.g., Operating Company Number (OCN), Access Customer Name Abbreviation (ACNA), Access Customer/Carrier Terminal Location (ACTL) and Carrier Identification Code (CIC)]. Information changed will depend on the type of service. Resale services will be transferred using the Conversion-As-Is

process if only billing information is being changed. This process can be found in the BellSouth Business Rules for Local Ordering (BBR-LO). Resale and Unbundled Network Elements-Platform (UNE-P) conversion orders can be issued electronically or manually. Manual orders will be submitted via individual Local Service Orders (LSR) to the BellSouth Local Carrier Service Center (LCSC) and will incur SOMAN charges. Electronic orders can be issued via Telecommunications Access Gateway (TAG), Electronic Data Interchange (EDI) or Local Exchange Navigation System (LENS), and will incur Operations Support System (OSS) SOMECH charges. An electronic spreadsheet will also be accepted. The electronic spreadsheet will be converted to individual service orders manually by the LCSC representatives and, therefore, subject to manual OSS SOMAN charges. Please see rate information in Response #3.

Interconnection Trunking, UNE, and Collocation services require individual service orders to change CLEC identification in BellSouth downstream systems. CLEC identifying information is incorporated in cable/pair assignments and individual circuit records and, therefore, must be changed at the individual circuit/Billing Telephone Number (BTN) level as opposed to the Billing Account Number (BAN) level. Please see attachment B for a spreadsheet for the non-resale/UNE-P submission template.

(b) BellSouth initiated a NBR on January 8, 2003, at the request of FDN and Mpower, requesting BellSouth to develop an Automatic Process for Asset Transfer (GA.03-0212-00 and FL 03-0207-00). Phillip Cook's February 13, 2003 response to your NBR stated:

"If Florida Digital Network (Florida Digital) is interested in BellSouth providing management assistance in converting the Mpower services to Florida Digital, BellSouth would be happy to provide such a professional service. The service could involve a spreadsheet conversion of the accounts that BellSouth would manage. The fees would be based upon functions performed by BellSouth at a market rate.

If on the other hand, Florida Digital wishes BellSouth to develop a permanent electronic means to do a bulk conversion of a selling CLEC's accounts and services to an acquiring CLEC, BellSouth will require Florida Digital to submit a request to the Change Control Process (CCP)."

To date BellSouth has not received a response regarding the direction FDN wishes to pursue. Until BellSouth receives this documentation, no timeframe for project completion can be determined.

FDN Question #5: Since your company representatives have acknowledged that changing carrier name, billing and identifying information from Mpower to FDN on all Mpower collocations, loops, special access circuits, and interconnection trunks, etc. under your company's existing processes and procedures would take a significant period of time to achieve, please confirm (a) that your company commits to coordinate activities with FDN so as to achieve any conversion in an orderly fashion, while making efficient use of your company's and FDN's resources and minimizing any inconvenience to the end users and

(b) that your company agrees not to disrupt FDN's operating the former Mpower assets and services until the transfer process is resolved.

BellSouth Response:

- (a) BellSouth will internally project manage the transfer process. If FDN wishes to have coordinated ordering activities, it may contact Professional Services as stated in NBR GA03-012-00 and FL03-0207-00
- (b) BellSouth does not understand exactly what FDN means by BellSouth not disrupting "FDN's operating the former Mpower assets and services until the transfer process is resolved". Please clarify what this is in reference to. BellSouth does not object to FDN acting as Mpower's agent for purposes of Mpower placing orders under Mpower's agreement. However, as recently explained to you, BellSouth does not agree to FDN sharing the Mpower ACNA.

I trust that this will respond fully to your inquiry; however, in light of BellSouth's not knowing exactly how FDN wishes to proceed, it is difficult to address every scenario. I would like to propose a conference call once FDN has had an opportunity to review this information and has decided how it wishes to proceed. At that time, we will be better able to address more specifically any questions that you have. I will call you within the next week to arrange a mutually convenient time. In the meantime, if you have additional questions, please feel free to contact me at 205 321-4970.

Sincerely,


William D. French
Sales Support Director

For William French

cc: Andrew Caldarello, Account Manager - BellSouth
Tanya O'Neal, Local Contract Manager - BellSouth
Steve Trucks, Local Contract Manager - BellSouth
John Hamman, Contract Negotiator - BellSouth

Attachments



Performance from Experience

WHITE PAPER IAC / EC CODES

- A. Introduction
- B. Assignment of new codes
- C. Required documentation
- D. Name Changes
- E. Mergers, acquisitions, buyouts, etc
- F. Consolidated codes
- G. Purchase of Assets
- H. Use of codes
- I. Z codes
- J. Invalid IAC codes (ZZZ, CUS, Codes not in D/B)

A. Introduction

The IAC and EC codes represent a company name and one code per company name is assigned. They identify Incumbent Local Exchange Carriers, Competitive Local Exchange Carriers, Interexchange Carriers, Resellers, Wireless Services Providers, Enhanced Service Providers, Telecommunications Billing and/or Processing Companies, Competitive Access Providers, Regional Holding Companies and any other type of company that is part of the telecommunications industry.

Separate codes are not assigned for different functions of a company. If a company falls into more than one of the above categories, the rule is as stated: The code represents a company name and one code per company name is assigned.

IAC formerly stood for Interexchange Access Customer. As changes have occurred in the telecommunications industry, the words "Interexchange" and "Access" became confusing to users of these codes. The COMMON LANGUAGE Technical Advisory Group recognized this dilemma and made the decision to refer to these codes as IAC codes.

An IAC is a telecommunications or information provider who may be classified as any of the functional entities listed above.

The code is not owned by the company to whom it is assigned. The code is part of the national database that serves as a repository for all codes assigned. The code is non-transferrable and cannot be part of a legal agreement to be sold or changed. When changes are needed, contact Telcordia and provide legal documentation from the state to substantiate the request.

An Exchange Carrier (EC) is a telecommunications entity that provides dial tone and local exchange switching of telecommunications services and has at least one wire center. Resellers of local exchange service are considered to be Exchange Carriers for coding purposes even though they are not the network provider. The codes are required for these companies to do business with the companies from whom they buy (or lease) numbers, dial tone, facilities, etc.

IAC codes and Exchange Carrier Name codes are assigned to these companies by Telcordia as the maintenance agent for ANSI T1.251. The attempt is made to make the codes mnemonic when such a code is available and not already assigned.

The IAC code is made up of three alphabetic characters.

The EC code is made up of four alphabetic characters. There are some two-character codes that are standard. These codes belonged to the former Bell System companies and at divestiture of the Bell System the judge allowed the companies to keep those codes to prevent having to change every record in every database. No other two-character codes were ever assigned and none ever will be.

These codes are used by the following types of organizations: Network Distribution, Switching Operations, Financial/Comptrollers and Regulatory/ External Affairs. They are particularly applicable to the following operations: Ordering, Circuit Provisioning, Billing and Bill Verification.

Two important uses of these codes are interfacing between companies and achieving flow-through. These codes serve as a trigger to get an order moving through the process in most companies.

When a company places an order with a provider, the IAC code (or ACNA/CCNA) or the EC code (or CC) and the company name on the order are verified against the Telcordia national database. If there is a discrepancy, the provider will refer the company to Telcordia to follow procedures to update the database.

Codes not in the national database are invalid.

B. Assignment of new codes

One code per company is assigned. Separate codes are not assigned for different functions of a company. If a company functions as more than one of the kinds of entities listed above, **ONE CODE IS ASSIGNED** to the company name, not individual codes to the functions. If it is necessary to define a function of a company, it is done in other ways, e.g., with the use of Field Identifiers on a Service Order.

(A given company may be assigned one IAC code as well as one EC code. The requirement for which code is needed is determined by the companies with whom the company does business, i.e., some companies require a three-character code for their processes and some companies require a four-character code.)

C. Required documentation

Documentation required to substantiate the request for a code or change to a code is legal documentation from the state; generally the office of the Secretary of State.

Per ANSI Standard T1.251, the IAC Code identifies a company. As the maintenance agent for the ANSI Standard, Telcordia upholds that definition. To that end, legal documentation is required showing a legal company name to be input into the database. This assures that the information going in is as correct as possible and that all users of the database can be confident about the information

Generally the legal document will be called Articles of Incorporation. However, not all companies are incorporated and not all states use the same name for the document. Here is a partial list of some document names that are acceptable as legal documentation:

- Amended Certificate of Convenience and Necessity
- Articles of Amendment
- Articles of Amendment to Articles of Incorporation
- Articles of Conversion
- Articles of Incorporation
- Articles of Merger
- Articles of Merger, Consolidation or Exchange
- Articles of Organization
- Articles of Organization Limited Liability Co
- Certificate of Amendment to Certificate of Incorporation
- Certificate of Assumed Name
- Certificate of Assumed or Trade Name
- Certificate of Convenience and Necessity
- Certificate of Existence
- Certificate of Existence with Status in Good Standing
- Certificate of Formation
- Certificate of Good Standing
- Certificate of Incorporation
- Certificate of Merger
- Certificate of Public Convenience and Necessity
- Certification of Fictitious Business Name
- Certified Fictitious Business Name Statement
- Registration of Fictitious Name
- Restated Articles of Incorporation with Amendments

Forms S-1 or 10K filed with Securities and Exchange Commission will very often be helpful in identifying subsidiaries.

D. Name Changes

To effect a name change for a particular IAC or EC code, Telcordia must be provided with legal documentation from a state government showing that the company name has **changed from what is shown in the database to what the client desires to have shown**. Documentation that does not specifically state a name change is not acceptable for a change to a company name in the national database.

Company name changes are requested when:

---a company changes its name
---a company purchases (or otherwise acquires) another company and the name of the "old" company changes to that of the purchasing company.

There may not be a direct, one-step link from the database name to what is desired because interim name changes may not have been provided to Telcordia. In this case, legal documentation that shows the links from the database name to what is desired is acceptable. For example:

Database Name = Company A / Desired Name = Company D
Documentation that depicts Company A to Company B to Company C to Company D is acceptable to change the name from Company A to Company D.

In some cases, for a variety of reasons, legal documentation of a name change is not available. Some of these reasons are:

---the company name did not actually change
---the "new" company bought assets, not the whole company
---the purchase occurred, but for business reasons, the name of the company will not be changed
---documentation cannot be found.

In these cases the company name associated with the company name in the database for the code will not be changed. That code and its name will remain as is.

To do business (account information, provisioning, billing, etc) with a provider, the company which made the purchase will contact the provider and negotiate for changes in account information for the code (the one where the name cannot be changed) to the purchasing company's own code. This negotiation will include, but not be limited to, the purchasing company showing the provider that the purchase was made, a list of the billable items that are now part of the purchasing company and the code that they are now a part of. The provider will then effect the changes in their systems.

The negotiation with the provider is NOT to change the name associated with the code that cannot be changed, but to change the code on the appropriate billable items to the purchasing company's code. Only Telcordia can make a name change for a code after review of the supporting legal state documentation.

The code that cannot be changed will not be used on any records that are identified as the purchasing company and it stays in the national database with its original meaning.

The reason for this is that legal state documentation supporting a name change has not been provided.

The difference in the requirements for the Telcordia national database and doing business with a provider goes back to the definition of the code. The code represents the legal company name and legal documentation from a state is required to substantiate it. The provider needs to know that a purchase of another company (total or partial) occurred and what billing items need to now be associated with the purchasing company.

Example :

Database before change:

ABC Alpha Beta Cellular.

With legal documentation of a name change, the database will show:

ABC New Company Name (Prev Alpha Beta Cellular).

Without legal documentation of a name change, the database will show:

ABC Alpha Beta Cellular (same as it was to start with).

It is not a problem to have an item in the database for a company that "no longer exists". If it truly no longer exists, that code will never be used. If part of the company still exists under that name, the code will validly be used by that company. The standard does not allow for database deletions, because if deleted, codes would be available for assignment and if some instances of the "old" code still exist in some database somewhere, incorrect billing could occur.

If a company purchases a company that does not have a code assigned to it, obviously there is nothing to change and the purchased company becomes part of the purchasing company using its IAC code.

If a code has been used invalidly, i.e., someone made it up, there is also nothing to change. The purchased company becomes part of the purchasing company using its code.

For an acquired company that does not have a code, a new code for that company will not be assigned for the purpose of changing it to the purchasing company. That would be a waste of a code and is not necessary. The purchased company becomes part of the purchasing company using its code.

Abbreviation/Acronym list:

ACNA = Access Customer Name Abbreviation
ANSI = American National Standards Institute
CCNA = Customer Carrier Name Abbreviation
EC = Exchange Carrier
IAC = (Interexchange Access Customer)
Prev = Previously

E. Mergers, acquisitions, buyouts, etc

When mergers, acquisitions or buyouts occur, the Telcordia COMMON LANGUAGE® Products Business Unit General Codes Chairperson should be informed so that the code(s) will reflect the way the "new" company is doing business. Telcordia works with each company to determine the best way for the change in structure to be represented, i.e., name change on existing code, referencing several existing codes to now use one overall code, etc.

To effect a name change for a particular IAC or EC code, Telcordia must be provided with legal documentation from a state government **showing that the company name has changed from what is shown in the database to what the client desires to have shown**. Documentation that does not specifically state a name change is not acceptable for a change to a company name in the national database.

F. Consolidated Codes

Codes are consolidated when a company purchases, merges with or otherwise acquires another company and the "new" company desires to do business with their trading partners under one IAC (ACNA) code. This decision is a business policy decision on the part of the "new" company and it is up to them how they choose to do business. When the decision is made to use one code, documentation is provided to Telcordia and the reference to the code that is to be used is shown in the database. Obviously, the "new" company will communicate to their trading partners what they have decided to do, how they will be doing business and the code they will use.

Example:

In the database before the transaction:

AVN Aviation Telecommunications Company

OHC Optical Horizons Company

Aviation buys Optical and chooses to use only the AVN code in their future business.

In the database after the transaction and after providing documentation to Telcordia:

AVN Aviation Telecommunications Company

OHC Use IAC Code AVN

(The "Other Previous Names" field in the database will show Optical Horizons Company on the OHC record.)

This means that OHC is no longer a valid IAC code.

G. Purchase of Assets

Generally, when one company purchases the assets of another company, a name change does not occur. The purchasing company is not acquiring the company, only its assets. In many cases, the original company name still exists and that company may remain in business. In addition, more than one company could buy portions of the assets of a particular company. These are more reasons to support the requirement of legal documentation to substantiate a company name change.

H. Use of codes

The IAC and EC codes represent a company name. (The IAC code is used to populate the ACNA field and is frequently referred to as the ACNA code.)

They do not represent

- general partnership,
- partial or total asset ownership or
- other financial involvement.

Separate codes are not assigned to a company for the purpose of internal tracking of different business items.

They also do not represent

- tax areas
- pricing plans
- tariffs
- functions within the company.

None of these examples are appropriate uses of the codes. In all of these cases there are other appropriate ways within the a company's processes to specify these kinds of scenarios, e.g., service order, LSR/ASR (Local Service Request/Access Service Request), account information, billing, etc.

i. Z codes

Codes that begin with the letter Z are for local assignment and use and are invalid IAC codes except for 1 real one in the database (ZPC). A company may have internal reasons for wanting to track various items through their processes and these codes can be the vehicle. There may also be reason during a trial or test of a new system or service to use these codes. They could also be used locally for other functions. Each company assigns their own Z codes if they have a need. They keep track of the meaning of the codes within their company. **THESE CODES ARE NOT TO BE USED TO INTERFACE WITH OTHER COMPANIES.**

26 codes, ZTA through ZTZ, all with the meaning "Locally assigned for internal testing purposes-Invalid IAC code" are in the national database for local company use. Assigning these values helps to streamline a company's processes.

J. Invalid IAC codes (ZZZ, CUS, Codes not in D/B)

ZZZ and CUS are not IAC Codes or ACNAs, but defaults for a required field in ordering and other processes. For example, they would be used for a customer who orders using the ASR / LSR process but who would never be assigned an IAC code. **Therefore, ZZZ and CUS should never appear in the EC / IAC field in CLONES.**

Note: Both ZZZ and CUS are in the national database showing that they are invalid. They carry the same definition:

CUS: Default Value for Casual Customer. Not a Valid IAC Code

ZZZ: Default Value for Casual Customer. Not a Valid IAC Code

Codes not in the national database are also invalid.

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