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ORIGINAL

July 18, 2003

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COMMISSION
CLERK

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 Direct Testimony of Pamela A. Tipton and W. Keith Milner, 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

Nancy B. White (KA)

- AUS _____
- CAE _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL / _____
- OPC _____
- MMS _____
- SEC / _____
- OTH _____

Enclosures

311 original

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

Tipton 06455-03

Milner 06456-03

RECEIVED & FILED

E. V. N.

F-PSC-BUREAU OF RECORDS

**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 18th day of July, 2003 to the following:

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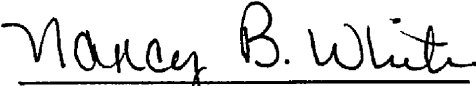
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Nancy B. White (KA)

1 **BELLSOUTH TELECOMMUNICATIONS, INC.**
2 **DIRECT TESTIMONY OF PAMELA A. TIPTON**
3 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**
4 **FILED JULY 18, 2003**
5 **DOCKET NO. 030301-TP**
6

7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS
9 ADDRESS.

10
11 A. My name is Pamela A. Tipton. I am employed by BellSouth
12 Telecommunications, Inc. as a Director in the Interconnection Services Marketing
13 Department. My business address is 675 West Peachtree Street, Atlanta,
14 Georgia 30375.

15
16 Q. PLEASE DESCRIBE YOUR CURRENT RESPONSIBILITIES.

17
18 A. I am currently responsible for Regulatory, Policy support, and Switched Services
19 Product Management for Interconnection Services Marketing. Specifically, this
20 includes the Marketing Directives for the Local and Access markets, complying
21 with the Local Mandates, the development of Regulatory Strategies and the
22 management of the Switched Services Product Portfolio.

23
24 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.
25

1 A. I received a Bachelor of Arts in Economics from Agnes Scott College in 1986 and
2 a Masters Certification in Project Management from George Washington
3 University in 1996. I joined Southern Bell in 1987, and have held various
4 management positions in Interconnection Operations, BellSouth Business
5 Systems, Product Commercialization, and Marketing Strategy before assuming
6 my current responsibilities.

7

8 Q WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9

10 A. The purpose of my testimony is to address issues that have been raised by
11 Florida Digital Network ("FDN") and Mpower in this proceeding. Specifically, I
12 will address Issues 1, 2, 4, 5B, 5C, and 6, in whole or in part.

13

14 **ISSUE 1 – DO EXISTING LAWS, RULES, STANDARDS, REGULATIONS OR THE**
15 **INTERCONNECTION AGREEMENTS OF FDN OR MPOWER ADDRESS THE**
16 **SALE OR TRANSFER OF CUSTOMER BASE BETWEEN FDN AND**
17 **MPOWER?**

18

19 **ISSUE 4 – WHAT ARE THE APPROPRIATE PROCESSES, COSTS, AND**
20 **INTERVALS FOR COMPLETING THE SALE OR TRANSFER OF THE**
21 **MPOWER CUSTOMER BASE?**

22

23 Q. ARE YOU AWARE OF ANY EXISTING LAWS, RULES, STANDARDS, OR
24 REGULATIONS THAT ADDRESS THE SALE OR TRANSFER OF CUSTOMER
25 BASE BETWEEN FDN AND MPOWER?

1 A. Yes. The Florida Public Service Commission has established rules governing
2 the changes to an end-users Local, Local Toll, or Toll Service Provider. Rule 25-
3 4.118, which is titled Local, Local Toll, or Toll Service Provider Selection states in
4 part:

5 1) The provider of a customer shall not be changed without the customer's
6 authorization. The customer or other authorized person may change the
7 residential service. For the purposes of this section, the term "other
8 authorized person" shall mean a person 18 years of age or older within
9 the same household. The person designated as the contact for the local
10 telecommunications company, an officer of the company, or the owner of
11 the company is the person authorized to change business service.

12

13 A copy of Rule 25-4.118 is attached as Exhibit PAT-1 to this testimony.

14

15 As can be seen above, before FDN can assume the Mpower customer base, all
16 of Mpower's end users should be notified before their local service is changed.
17 This will allow the end users the opportunity to either change their local service to
18 FDN or select another Local Service provider.

19

20 Q. DO EITHER THE FDN OR MPOWER INTERCONNECTION AGREEMENTS
21 ADDRESS THE SALE OR TRANSFER OF ASSETS, SUCH AS THE
22 CUSTOMER BASE, BETWEEN FDN AND MPOWER?

23

24 A. Yes, in part. Both Interconnection Agreements contain provisions that address
25 the ability of either carrier to assign their Agreement in its entirety to an Affiliate

1 or to an entity purchasing all or substantially all of its assets. However, neither
2 Agreement expressly addresses the practical aspects of a sale or transfer of
3 assets between companies, such as the request of transfer provided by FDN in
4 this case.

5

6 Q: HAS BELLSOUTH PROPOSED A METHOD TO COMPLETE THE TRANSFER
7 OF THE SPECIFIC ASSETS REQUESTED BY FDN?

8

9 A: Yes. BellSouth outlined a very detailed process for FDN in a letter dated March
10 27, 2003. The letter provided the specific costs, processes, and procedures for
11 the asset transfer to FDN of specific Mpower services identified to BellSouth at
12 the time of the letter. See exhibit PAT-2 attached to my testimony.

13

14 Q. IN ITS REQUEST TO TRANSFER MPOWER ASSETS IN FLORIDA AND
15 GEORGIA, WHAT SPECIFIC TYPES OF SERVICES BEING TRANSFERRED
16 DID FDN IDENTIFY TO BELLSOUTH?

17

18 A. FDN initially identified in its request to BellSouth five (5) types of services to be
19 transferred from Mpower. These services are: 1) UNE-Loops; 2) Collocation; 3)
20 Tariffed Switched and Special Access Services; 4) Interconnection Trunks and
21 Facilities; and 5) Resold services. Subsequent to its March 27th letter, BellSouth
22 identified a sixth service, Directory Listings, which were required for the transfer
23 in addition to the already identified assets.

24

25 Q. DID THE PROCESS OUTLINED IN THE MARCH 27, 2003 FOR CONVERTING

1 THE MPOWER ASSETS TO FDN ADDRESS EACH OF THE SERVICES THAT
2 WERE IDENTIFIED BY FDN THAT WERE TO BE TRANSFERRED?

3
4 A. Yes. As outlined in the March 27, 2003 correspondence the Transfer of
5 Ownership required that FDN to provide certain information for the transfer of
6 collocation arrangements, and associated services. BellSouth prepared a
7 template for FDN to use in providing circuit and termination information for all
8 DS0, DS1, and DS3 terminations, including UNE-Loops, provisioned for
9 Mpower's (Virtual/Physical) Collocation arrangements. FDN was advised that
10 this information as well as the Billing Account Number (BAN) for each circuit was
11 necessary in order to prevent any disconnection of services.

12
13 For purposes of Switched and Special Access Services, FDN was advised that
14 once FDN provided BellSouth with specific circuit information, such as BAN,
15 circuits and trunks, BellSouth would then provide a cost estimate to FDN. This
16 cost would be based upon the number of BANs, circuits, and trunks involved.
17 After FDN concurred in the cost estimate, BellSouth advised a Transfer of
18 Service (TOS) form would need to be executed by both FDN and Mpower.

19
20 For local trunking and facilities that do not terminate to a collocation
21 arrangement, FDN was advised that it would need to provide BellSouth with the
22 same information that would be required for access services above.

23
24 For Resold services LSRs were to be submitted by FDN to the BellSouth Local
25 Carrier Service Center (LCSC).

1 Q. WHICH OF THE ABOVE LISTED SERVICES ARE ADDRESSED IN FDN'S
2 COMPLAINT?

3

4 A. Although it is not absolutely clear, it appears that the only service FDN is
5 addressing in its complaint are the transfer for UNE Loops. I ascertained this
6 fact from paragraph 7, page 5 of FDN's complaint that states, "This Petition
7 concerns BellSouth's demands regarding UNEs." To the best of my knowledge,
8 the only UNEs owned by Mpower in FL that will be transferred to FDN are UNE
9 Loops. Further, with regard to the other facilities/services (e.g., special access,
10 interconnection trunks, and collocation), FDN notes on page 5 at footnote 2, "At
11 this time, Petitioners do not object to these fees. " Therefore, BellSouth's
12 testimony will address the transfer of UNEs only and consider the previously
13 provided costs and processes for the other services to be deemed acceptable to
14 FDN.

15

16 Q. AS PROVIDED FOR IN THE MARCH 27, 2003 LETTER TO FDN, WHAT
17 CHARGES ARE REQUIRED TO FACILITATE THE TRANSFER OF UNE
18 LOOPS FROM MPOWER TO FDN?

19

20 A. The charges required to facilitate this request are the Operational Support
21 System (OSS) Service Order Manual (SOMAN) charge and the Secondary
22 Service Charge.

23

24 Q. WHAT IS THE MANUAL SERVICE ORDER (SOMAN) CHARGE?

25

1 A. The SOMAN charge applies whenever a CLEC manually submits an order,
2 whether for its own business reasons or because BellSouth does not offer an
3 electronic method or interface by which the order can be electronically submitted.
4 This charge is set forth in the parties' Interconnection Agreement, (Attachment 2-
5 UNE Rates).

6

7 Q. ARE YOU AWARE OF ANY REQUIREMENT TO MECHANIZE THE
8 ORDERING PROCESS FOR THE TRANSFER OF ASSETS BETWEEN
9 CLECS?

10

11 A. No. While BellSouth has offered to process these requests manually at a
12 commercially reasonable rate, there is no requirement that BellSouth do so
13 electronically or manually. The Federal Communications Commission (FCC)
14 held as much when it found in paragraph 67 of the Florida Order (WC Docket No.
15 02-331) that approved BellSouth's application to provide long distance in Florida,
16 "that BellSouth provides competitive LECs nondiscriminatory access to its OSS."

17

18 Q. HAS THE SOMAN CHARGE BEEN APPROVED BY THIS COMMISSION?

19

20 A. Yes. The Florida Public Service Commission approved this rate in order No.
21 PSC-01-2051-FOF-TP ISSUED: October 18, 2001. Operational Support System
22 (OSS) Service Order Manual (SOMAN) charges of \$11.90 per LSR.

23

24 Q. IN ADDITION TO THE SOMAN CHARGE WHAT OTHER CHARGES ARE
25 REQUIRED FOR FDN'S REQUEST TO CONVERT SERVICES FROM

1 MPOWER TO FDN?

2

3 A. For conversion of UNEs from Mpower to FDN a Secondary Service Order
4 Charge is assessed for the administrative activities required to transfer
5 responsibility from Mpower to FDN.

6

7 Q. WHAT IS THE SECONDARY SERVICE ORDER CHARGE?

8

9 A. The Secondary Service Charge ("SSC") is associated with work performed by
10 BellSouth for recording and processing through downstream systems a
11 customer's request to change service, add new or additional services, or transfer
12 ownership. This includes the process of transferring the responsible customer of
13 record from CLEC A to CLEC B, from BellSouth's end user to a CLEC or from
14 one end user to another.

15

16 Q: DOES BELLSOUTH APPLY THIS CHARGE TO ITS OWN RETAIL
17 CUSTOMERS AS IT DOES TO ALL OTHER CLECS WHEN PERFORMING
18 THESE TASKS?

19

20 A: Yes. The Secondary Service Charge is applied to CLECs just as it is with
21 BellSouth's own end users. As I stated in response to Issue 1, when a BellSouth
22 retail end user requests a change in its service, BellSouth bills that retail end
23 user the Secondary Service Charge. When a CLEC is requesting the change in
24 service on behalf of the end user, BellSouth appropriately bills the CLEC the
25 Secondary Service Charge for processing the order and making the necessary

1 changes to the account.

2

3 Q: WHY IS THE SECONDARY SERVICE CHARGE APPLICABLE FOR THIS
4 REQUEST?

5

6 The Secondary Service Charge is the appropriate rate for effecting the transfer of
7 ownership of telecommunications services. BellSouth performs numerous tasks
8 to achieve the transfer of service. The Secondary Service Charge is the
9 appropriate charge for such work and is applied equally to BellSouth's own retail
10 users when they make a change in responsibility for an account. When a
11 BellSouth retail end user requests a change in its service, including but not
12 limited to a change in responsibility or a directory listing change, BellSouth bills
13 that retail end user a Secondary Service Charge (SSC) for affecting the change.
14 When a CLEC is requesting a change in service on behalf of the end user, or is
15 requesting a change in responsibility (ownership), BellSouth appropriately bills
16 the CLEC the SSC for making the necessary changes to the account. Although
17 BellSouth is not obligated to affect a transfer of assets under the Act, BellSouth
18 is facilitating this activity at a commercially reasonable rate. The Secondary
19 Service Charge billed to CLECs is at parity with BellSouth's charges to its end
20 users. Thus, BellSouth believes the commission approved tariff rates, terms,
21 and conditions for Secondary Service Charge establish a commercially
22 reasonable rate and are appropriate for Transfer of Assets.

23

24 Q. UNDER WHAT AUTHORITY IS THE SECONDARY SERVICE CHARGE
25 APPLIED?

1 A. The Secondary Service Charge is applied pursuant to Section A.4.2 of the
2 Florida General Subscriber Services Tariff (GSST), which states, “the
3 Secondary Service Charge for Transfers of responsibility”.

4

5 Q. IS BELLSOUTH PERMITTED TO APPLY TARIFF CHARGES IN ADDITION TO
6 CHARGES SPECIFICALLY STATED IN THE INTERCONNECTION
7 AGREEMENT TO THIS TYPE OF ASSET TRANSFER?

8

9 A. Yes. Attachment 2, Section 1.3 of the BellSouth-FDN Interconnection
10 Agreement, specifically states that BellSouth has the right to impose applicable
11 charges pursuant to the tariff for requested services or functions where no rate
12 is identified in the contract. The relevant contractual language provides:

13

14 “If no rate is identified in the contract, the rate for the specific service or
15 function will be as set forth in applicable tariff or as negotiated by the
16 Parties upon request by either Party.”

17

18 Q: IS IT UNUSUAL FOR AN INTERCONNECTION AGREEMENT BETWEEN
19 BELLSOUTH AND A CLEC TO REFER TO A TARIFF FOR TERMS AND
20 CONDITIONS ASSOCIATED WITH THE PROVISION OF WHOLESALE
21 SERVICES?

22

23 A: No. The Interconnection Agreement has tariff references throughout the
24 Agreement. Rather than reiterating what is included in BellSouth’s tariff, the
25 Parties’ Interconnection Agreement refers to the tariffs for the applicable terms,

1 conditions and rates. If BellSouth did not reference its tariffs, Interconnection
2 Agreements, which already are lengthy, would become even more voluminous.
3 Moreover, BellSouth's tariffs can be easily accessed on the Internet at:

4 <http://www.bellsouth.com/tariffs/>

5
6 A cursory review of the Interconnection Agreement reveals that the tariff is
7 referenced numerous times.

8
9 Q. ARE THERE OTHER PROVISIONS ADDRESSING THE SPECIFIC ISSUE OF
10 TRANSFERRING RESPONSIBILITY FROM ONE ENTITY TO ANOTHER?

11
12 A. Yes, regarding Switched Access Services, BellSouth's FCC No. 1 tariff Section
13 6.7.1 (C) (4) states the following:

14 "When a change in billing data (e.g., name, address, contact name, or
15 telephone number) is requested in association with a change in the
16 customer of record, transfer of service charges, as set forth in (Section)
17 6.8.9 (the) following will apply. Charges are applied on a Billing Account
18 Number (BAN) basis. In addition, there are separate charges for transfers
19 of service work associated with switched access lines or trunks. These
20 charges will be assessed on a per line basis for line side connections
21 and/or on a per trunk basis for trunk side connections."

22
23 For Special Access Services, BellSouth's FCC No. 1 tariff Section 7.4.1 (C) (4)
24 states:

25

1 “When a change in billing data (e.g., name address, contact name, or
2 telephone number is requested in association with a change in the
3 customer of record, transfer of service charges, as set forth in 7.5.12
4 following will apply. Charges are applied on a Billing Account Number
5 (BAN and per circuit basis. “

6

7 The Florida Access Services tariff in Section E6.7.1 (A) 3d states the following:

8 “When a change in billing data (e.g., name, address, contact name or
9 telephone number) is requested in association with a change in the IC of
10 record, transfer of service charges, as set forth in E6.8.9 following will
11 apply. Charges are applied on a Billing Account Number (BAN) basis. In
12 addition, there are separate charges for transfer of service work
13 associated with switched access lines or trunks. These charges will be
14 assessed on a per line basis for line side connections and/or on a per
15 trunk basis for trunk side connections.”

16

17 And the Florida Access Services tariff in Section E7.4.1 (B) (4) states:

18 “When a change in billing data (e.g., name, address, contact name or
19 telephone number) is requested in association with a change in the
20 customer of record, transfer of service charges, as set forth in E7.5.13
21 following will apply. Charges are applied on a Billing Account Number
22 (BAN) and per circuit basis.

23

24 Q: HAS FDN AGREED TO THE CHARGES QUOTED BY BELLSOUTH FOR THE
25 TRANSFER OF UNE LOOPS?

1 A: No. FDN claims the charges are “patently anticompetitive, unfair, unjust, and
2 unreasonable, in violation of state statute and the Act.” **Additionally, FDN**
3 **contends that the transfer of these loops from MPower is “simply to**
4 **change the carrier identification codes in BellSouth’s billing and other**
5 **systems.” This is not true. FDN fails to realize that this is a complex**
6 **coordination of numerous functions within BellSouth to properly facilitate**
7 **this transfer within BellSouth’s operation support systems and databases**
8 **in addition to the billing system.**

9

10 Q: ARE THE CHARGES “PATENTLY ANTICOMPETITIVE, UNFAIR, UNJUST AND
11 UNREASONABLE, IN VIOLATION OF STATE STATUTE AND THE ACT?”

12

13 A: Absolutely not. As I stated previously, BellSouth requires a SOMAN OSS charge
14 and a secondary service charge. The SOMAN OSS charge is a cost-based,
15 TELRIC-compliant, Florida Public Service Commission approved rate for
16 requests submitted on a manual basis. The transfer of assets is not a service or
17 function contemplated or governed by the Telecom Act. Nonetheless, BellSouth
18 has offered to facilitate this activity at commercially reasonable rates. The
19 process to transfer assets from one entity to another is a manual process;
20 therefore, the SOMAN charge is appropriate, fair, just and reasonable.

21

22 **ISSUE 2 – DO EXISTING LAWS, RULES, STANDARDS, REGULATIONS, OR THE**
23 **INTERCONNECTION AGREEMENTS OF FDN OR MPOWER SPECIFICALLY**
24 **ADDRESS FDN’S USE OF MPOWER’S CARRIER CODES?**

25

1 Q. ARE YOU AWARE OF ANY EXISTING LAWS, RULES, STANDARDS, OR
2 REGULATIONS THAT ADDRESS FDN'S USE OF MPOWER'S CARRIER
3 CODES?

4
5 A. Absolutely. As Mr. Milner explains in his testimony regarding the technical and
6 practical use of carrier codes, the American National Standards Institute ("ANSI")
7 established Standard T1.251 governing carrier codes. Telcordia is the
8 maintenance agent to the industry for such codes. Telecommunications carriers
9 wishing to have carrier codes be assigned for their use must make such request
10 to Telcordia.

11
12 Q. ARE CARRIER-SPECIFIC CODES NECESSARY?

13
14 A. Yes. The ANSI standards enable service providers sharing interfaces to use the
15 same naming methodology. Implementation of these codes provides the
16 industry with a platform that represents everyone's interests in achieving
17 interoperability for service providers doing business process together.

18
19 Q. HAS TELCORDIA SET STANDARDS FOR THE ASSIGNMENT AND USE OF
20 ACCESS CUSTOMER NAME ABBREVIATION ("ACNA")?

21
22 A. Yes. Telcordia has issued a White Paper on the use of carrier codes, (such as
23 Access Carrier Name Abbreviation, or ACNA). The White Paper contains
24 guidelines to the industry for the use of the codes and is attached to my
25 testimony as Tipton Exhibit PAT-3

26

1 Q. DOES THE TELCORDIA WHITE PAPER DESCRIBE THE PURPOSE OF
2 ACNAs?

3

4 A. Yes. The Telcordia White Paper states the purpose of the use of ACNAs is to
5 represent a company name and the code further identifies the company type as
6 an ILEC, CLEC, IXC, or other type of company. The codes are established on a
7 national basis and are warehoused as a part of a national database that serves
8 as a repository for all codes assigned all the companies used through out the
9 country and not just region or state-specific.

10

11 Q. HAS TELCORDIA ASSIGNED ACNAs IN ITS DATABASE FOR FDN AND
12 MPOWER?

13

14 A. Yes. The Telcordia database as of 6/1/2003 shows the following codes assigned
15 for these two companies: Florida Digital Network's ACNA is FDN with the name
16 "Florida Digital Network". Mpower's ACNA is NVE with the name "Mpower
17 Communications Corp (previously known as MGC Communications, Inc)".

18

19 Q. DOES THE TELCORDIA WHITE PAPER ADDRESS THE OWNERSHIP OF
20 THE CODES?

21

22 A Yes. "Section A, Paragraph 4; states in part:

23

24 "The code is non-transferable and cannot be part of a legal agreement to
25 be sold or changed. When changes are needed, contact Telcordia and

1 provide legal documentation from the state to substantiate the request.”

2

3 Q. IF THE OWNERSHIP OR NAME HAS CHANGED FOR THE CODE, HAS
4 TELCORDIA PROVIDED GUIDELINES ON THE TRANSFER OF OWNERSHIP
5 OF THOSE CODES?

6

7 A. Yes. Section D, Paragraphs 1 in part states that:

8

9 “To effect a name change for a particular IAC or EC code, Telcordia must
10 be provided with legal documentation from a state government showing
11 that the company name has changed from what is shown in the database
12 to what the client desires to have shown.”

13

14 Q. IF A NEW COMPANY PURCHASES ASSETS OF ANOTHER COMPANY, BUT
15 DOES NOT PURCHASE THE ENTIRE SET OF ASSETS OWNED BY
16 ANOTHER COMPANY, HAS TELCORDIA PROVIDED GUIDELINES
17 GOVERNING THIS TYPE OF PARTIAL TRANSFER?

18

19 A. Yes. Section D, Paragraphs 4 and 5 in part states that:

20

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

24

25 Q. DOES TELCORDIA ADDRESS REQUIREMENTS RELATED TO

1 INTERMINGLING CODES WHEN THE CODES ARE STILL BEING USED BY
2 ANOTHER ENTITY?

3
4 A. Yes. Section D, Paragraphs 6 and 7 in part states that:

5
6 "To do business (account information, provisioning, billing, etc) with a
7 provider, the company which made the purchase will contact the provider
8 and negotiate for changes in account information for the code (the one
9 where the name cannot be changed) to the purchasing company's own
10 code. (Emphasis added) This negotiation will include, but not be limited to,
11 the purchasing company showing the provider that the purchase was
12 made, a list of the billable items that are now part of the purchasing
13 company and the code that they are now a part of. The provider will then
14 effect the changes in their systems.

15
16 The negotiation with the provider is NOT to change the name associated
17 with the code that cannot be changed, but to change the code on the
18 appropriate billable items to the purchasing company's code. (Emphasis
19 added).

20
21 Q. DOES BELLSOUTH HAVE AUTHORITY TO CHANGE THE COMPANY NAME
22 ASSOCIATED WITH A PARTICULAR CODE?

23
24 A. No. As stated in Section D, paragraph 7

25 "Only Telcordia can make a name change for a code after review of the

1 supporting legal state documentation.

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

5
6 The reason for this is that legal state documentation supporting a name
7 change has not been provided.

8
9 ... The code represents the legal company name and legal
10 documentation from a state is required to substantiate it. The provider
11 needs to know that a purchase of another company (total or partial)
12 occurred and what billing items need to now be associated with the
13 purchasing company.”

14

15 Q. WHAT DOES THE TELCORDIA WHITE PAPER PROVIDE REGARDING THE
16 USE OF ANOTHER COMPANY’S CODE FOR THE TRANSFER OF ASSETS?

17

18 A. Section G Purchase of Assets states the following:

19

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

1 of legal documentation to substantiate a company name change.”

2

3 Taking the requirements in Section G together with the requirements in Section
4 D of the Telcordia White Paper, it is clear that FDN cannot be permitted to
5 “share” MPower’s ACNA code.

6

7 Q. DOES THE INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH AND
8 FDN REQUIRE THE PARTIES TO ADHERE TO NATIONAL STANDARDS FOR
9 ORDERING AND PROVISIONING OF SERVICES?

10

11 A. Yes. FDN’s Interconnection Agreement Section 3 of the General Terms and
12 Conditions provides the following:

13

14 “The Parties agree to adhere to the BellSouth Local Interconnection and
15 Facility Based Ordering Guide and Resale Ordering Guide, as appropriate
16 for the services FDN has ordered, provided however that nothing required
17 in these guides shall override FDN’s rights or BellSouth’s obligations
18 under this Agreement.”

19

20 Q. DOES BELLSOUTH’S ORDERING GUIDE ADHERE TO NATIONAL INDUSTRY
21 STANDARDS?

22

23 A. Yes. BellSouth ordering guides and business rules are based upon and directly
24 reference numerous industry standards, including but not limited to ANSI,
25 Ordering and Billing Forum (OBF), and Others. The Local Service Ordering

1 Guidelines can be found on the ATIS.org website (LSOG). Additionally,
2 Bellsouth Local Ordering Handbook business.rules reflects adherence to
3 Telcordia assignment and maintenance of carrier codes.

4
5 Q. WHY ARE INDUSTRY STANDARDS IMPORTANT AND NECESSARY?

6
7 A. Industry standards in this context are the published requirements necessary to
8 operate in an arena of competitors. Industry standards allow every industry
9 participant to know exactly how other industry participants conduct their
10 business. Where accepted industry standards are established, service providers
11 cannot be permitted to pick and choose whether or not they will comply with
12 these standards. To do otherwise would invite chaos.

13
14 Q: WHAT IS THE APPROPRIATE INTERVAL FOR AFFECTING A TRANSFER OF
15 ASSETS BETWEEN TWO PARTIES?

16
17 A: Because each transfer of assets request will likely differ from one request to the
18 next regarding the type and quantity of services to be transferred, the transfer of
19 assets process should be a project managed effort, with intervals and timelines
20 jointly negotiated between the parties involved. In order to ascertain a timeline
21 specific to this request, BellSouth must know the total scope and asset inventory
22 to be transferred. At the time of the filing of my testimony, BellSouth has been
23 unsuccessful in receiving from either FDN or Mpower the total number of UNE
24 Loops, Interconnection trunks and facilities or directory listings to be transferred
25 despite repeated verbal and written requests for such information. Once this

1 information is received, BellSouth will gladly work with the parties to negotiate a
2 project timeline.

3

4 **Issue 5B – Should the Commission require BellSouth to modify all or part of the**
5 **process for transfer of the customer base between FDN and Mpower? If so, why?**

6

7 Q. SHOULD BELLSOUTH BE REQUIRED TO MODIFY ITS PROCESS FOR THE
8 TRANSFERRING OF ASSETS FROM MPOWER TO FCD?

9

10 A. No, Bellsouth should not be required to modify its process because it is
11 reasonable and appropriate, and has been applied in a non-discriminatory
12 manner for CLECs, BellSouth end users and Interexchange Carriers.

13

14 **Issue 6 – Will the outcome of this proceeding only apply to the specifics of the**
15 **FDN/Mpower transaction or will it have a broad application and apply to all issues**
16 **concerning the use of multiple codes?**

17

18 Q. SHOULD THE OUTCOME OF THIS PROCEEDING APPLY TO ONLY THE
19 FDN/MPOWER TRANSACTION OR SHOULD IT APPLY TO SITUATIONS
20 THAT ARE IDENTICAL TO THOSE PRESENTED IN THIS DOCKET?

21

22 A. Yes. The outcome of this proceeding should apply to identical situations that
23 have the same facts as those presented in this Docket.

24

25 Q. WHAT RESOLUTION IS BELLSOUTH REQUESTING THIS COMMISSION TO

1 PROVIDE?

2

3 A. BellSouth requests that the Commission find as follows: A) Approve the process
4 BellSouth specifically designed for the Transfer of Mpower's Assets to FDN; B)
5 Find that BellSouth's proposed charges for the transfer of assets are appropriate
6 and are not required under the Act to be subject to TELRIC -based cost
7 methodology as this process is not required of BellSouth under the Act; and C)
8 Conclude that BellSouth's use of the ACNAs and Company-specific ACNAs
9 meets industry guidelines.

10

11 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

12

13 A. Yes.

14

15

trunks serving individuals with disabilities. As used in this rule subpart and subpart (3)(a) thereof, "disability" means, with respect to an individual - A physical or mental impairment that prohibits a customer from using the telephone directory.

(b) The same charge shall apply for calls within a local calling area and calls within an HNPA.

(c) The tariff shall state the number of calls per billing month per individual line or trunk to the number designated for local directory assistance (i.e., 411, 311 or 611) for which no charges will apply. The local exchange company shall charge for each local directory assistance call in excess of this allowance. The charge shall not apply for calls from pay stations.

(d) The local exchange company shall apply the charge for each call to the number designated for long distance directory assistance within the customer's HNPA (i.e., 1 + (850) 555-1212).

(3) Charges for intrastate calls to directory assistance outside of the caller's HNPA shall be at rates prescribed in the general services tariff of the interexchange companies and shall be subject to the following:

(a) There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. See subpart (2)(a) of this rule for the definition of "disability". The interexchange carrier shall charge its prevailing tariff rates for every call in excess of 50 within a billing cycle.
Specific Authority: 350.127, F.S.

Law Implemented: 364.02, 364.025, 364.03, 364.04, 364.07, 364.08, F.S.

History: New 6/12/86, Amended 6/4/90, 5/31/93, Amended 11/21/95.

25-4.116 Telephone Number Assignment Procedure.

Each company shall maintain written standard operating procedures for the assignment of telephone numbers. The standard operating procedure shall be applied in a non-discriminatory manner to requests for assignment of telephone numbers.

Specific Authority: 350.127(2), F.S.

Law Implemented: 364.03, 364.14, F.S.

History: New 2/9/87.

25-4.117 800 Service.

Telephone companies are prohibited from billing to or collecting from the originating caller any charges for calls to an 800 service subscriber.

Specific Authority: 350.127(2), F.S.

Law Implemented: 364.03, 364.04, 364.051, F.S.

History: New 3/5/90.

25-4.118 Local, Local Toll, or Toll Provider Selection.

(1) The provider of a customer shall not be changed without the customer's authorization. The customer or other authorized person may change the residential service. For the purposes of this section, the term "other authorized person" shall mean a person 18 years of age or older within the same household. The person designated as the contact for the local telecommunications company, an officer of the company, or the owner of the company is the person authorized to change business service. A LEC shall accept a provider change request by telephone call or letter directly from its customers; or

(2) A LEC shall accept a change request from a certificated LP or IXC acting on behalf of the customer. A certificated LP or IXC shall submit a change request only if it has first certified to the LEC that at least one of the

following actions has occurred:

(a) The provider has a letter of agency (LOA), as described in (3), from the customer requesting the change;

(b) The provider has received a customer-initiated call, and beginning six months after the effective date of this rule has obtained the following:

1. The information set forth in (3)(a)1. through 5.; and
2. Verification data including at least one of the following:
 - a. The customer's date of birth;
 - b. The last four digits of the customer's social security number; or
 - c. The customer's mother's maiden name.

(c) A firm that is independent and unaffiliated with the provider claiming the subscriber has verified the customer's requested change by obtaining the following:

1. The customer's consent to record the requested change or the customer has been notified that the call will be recorded; and
2. Beginning six months after the effective date of this rule an audio recording of the information stated in subsection (3)(a)1. through 5.; or

(d) 1. The provider has received a customer's change request, and has responded by mailing an informational package that shall include the following:

- a. A notice that the information is being sent to confirm that a customer's request to change the customer's telecommunications provider was obtained;
- b. A description of any terms, conditions, or charges that will be incurred;
- c. The name, address, and telephone number of both the customer and the soliciting company;
- d. A postcard which the customer can use to confirm a change request;
- e. A clear statement that the customer's local, local toll, or toll provider will be changed to the soliciting company only if the customer signs and returns the postcard confirming the change; and
- f. A notice that the customer may contact by writing the Commission's Division of Consumer Affairs, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, or by calling, toll-free (TDD & Voice) 1-800-342-3552, for consumer complaints.

2. The soliciting company shall submit the change request to the LP only if it has first received the postcard that must be signed by the customer.

(3)(a) The LOA submitted to the company requesting a provider change shall include the following information (each shall be separately stated):

1. Customer's billing name, address, and each telephone number to be changed;
2. Statement clearly identifying the certificated name of the provider and the service to which the customer wishes to subscribe, whether or not it uses the facilities of another company;
3. Statement that the person requesting the change is authorized to request the change;
4. Statement that the customer's change request will apply only to the number on the request and there must only be one presubscribed local, one presubscribed local toll, and one presubscribed toll provider for each number;
5. Statement that the LEC may charge a fee for each provider change;
6. Customer's signature and a statement that the customer's signature or endorsement on the document will result in a change of the customer's provider.

(b) The soliciting company's provider change fee statement, as described in (a)5. above, shall be legible, printed in boldface at least as large as any

other text on the page, and located directly above the signature line.

(c) The soliciting company's provider change statement, as described in (a)6. above, shall be legible, printed in boldface at least as large as any other text on the page, and located directly below the signature line.

(4) The LOA shall not be combined with inducements of any kind on the same document. The document as a whole must not be misleading or deceptive. For purposes of this rule, the terms "misleading or deceptive" mean that, because of the style, format or content of the document or oral statements, it would not be readily apparent to the person signing the document or providing oral authorization that the purpose of the signature or the oral authorization was to authorize a provider change, or it would be unclear to the customer who the new provider would be; that the customer's selection would apply only to the number listed and there could only be one provider for that number; or that the customer's LP might charge a fee to switch service providers. If any part of the LOA is written in a language other than English, then it must contain all relevant information in each language. Notwithstanding the above, the LOA may be combined with checks that contain only the required LOA language as prescribed in subsection (3) of this section and the information necessary to make the check a negotiable instrument. The LOA check shall not contain any promotional language or material. The LOA check shall contain in easily readable, bold-face type on the front of the check, a notice that the consumer is authorizing a primary carrier change by signing the check. The LOA language shall be placed near the signature line on the back of the check.

(5) A prospective provider must have received the signed LOA before initiating the change.

(6) Information obtained under (2)(a) through (d) shall be maintained by the provider for a period of one year.

(7) Customer requests for other services, such as travel card service, do not constitute a provider change.

(8) Charges for unauthorized provider changes and all 1+ charges billed on behalf of the unauthorized provider for the first 30 days or first billing cycle, whichever is longer, shall be credited to the customer by the company responsible for the error within 45 days of notification to the company by the customer, unless the claim is false. After the first 30 days up to 12 months, all 1+ charges over the rates of the preferred company will be credited to the customer by the company responsible for the error within 45 days of notification to the company by the customer, unless the claim is false. Upon notice from the customer of an unauthorized provider change, the LEC shall change the customer back, or to another company of the customer's choice. The change must be made within 24 hours excepting Saturday, Sunday, and holidays, in which case the change shall be made by the end of the next business day. The provisions of this subsection apply whether or not the change is deemed to be an unauthorized carrier change infraction under subsection (13).

(9) The company shall provide the following disclosures when soliciting a change in service from a customer:

(a) Identification of the company;

(b) That the purpose of the visit or call is to solicit a change of the provider of the customer;

(c) That the provider shall not be changed unless the customer authorizes the change; and

(d) All information as referenced in Rule 25-24.490(3).

(10) During telemarketing and verification, no misleading or deceptive references shall be made while soliciting for subscribers.

(11) A provider must provide the customer a copy of the authorization it relies upon in submitting the change request within 15 calendar days of request.

(12) Each provider shall maintain a toll-free number for accepting complaints regarding unauthorized provider changes, which may be separate from its other customer service numbers, and must be answered 24 hours a day, seven days a week. If the number is a separate toll-free number, beginning six months after the effective date of this rule new customers must be notified of the number in the information package provided to new customers or on their first bill. The number shall provide a live operator or shall record end user complaints made to the customer service number to answer incoming calls. A combination of live operators and recorders may be used. If a recorder is used, the company shall attempt to contact each complainant no later than the next business day following the date of recording and for three subsequent days unless the customer is reached. If the customer is not reached, the company shall send a letter to the customer's billing address informing the customer as to the best time the customer should call or provide an address to which correspondence should be sent to the company. Beginning six months after the effective date of this rule, a minimum of 95 percent of all call attempts shall be transferred by the system to a live attendant or recording device prepared to give immediate assistance within 60 seconds after the last digit of the telephone number listed as the customer service number for unauthorized provider change complaints was dialed; provided that if the call is completed within 15 seconds to an interactive, menu-driven, voice response unit, the 60-second answer time shall be measured from the point at which the customer selects a menu option to be connected to a live attendant. Station busies will not be counted as completed calls. The term "answer" as used in this subsection means more than an acknowledgment that the customer is waiting on the line. It shall mean the provider is ready to render assistance or accept the information necessary to process the call.

(13)(a) A company shall not be deemed to have committed an unauthorized carrier change infraction if the company, including its agents and contractors, did the following:

1. Followed the procedures required under subsection (2) with respect to the person requesting the change;
2. Followed these procedures in good faith; and
3. Complied with the credit procedures of subsection (8).

(b) In determining whether fines or other remedies are appropriate for an unauthorized carrier change infraction, the Commission shall consider the actions taken by the company to mitigate or undo the effects of the unauthorized change. These actions include but are not limited to whether the company, including its agents and contractors:

1. Followed the procedures required under subsection (2) with respect to the person requesting the change in good faith;
2. Complied with the credit procedures of subsection (8);
3. Took prompt action in response to the unauthorized change;
4. Reported to the Commission any unusual circumstances that might have adversely affected customers such as system errors or inappropriate marketing practices that resulted in unauthorized changes and the remedial action taken;
5. Reported any unauthorized provider changes concurrently affecting a large number of customers; or

6. Took other corrective action to remedy the unauthorized change appropriate under the circumstances.

Specific Authority 350.127(2) F.S.

Law Implemented 364.01, 364.03, 364.19, 364.285 F.S.

History: New 3-4-92, Amended 5-31-95, 7-20-98, 12/28/98.

25-4.119 Line Information Database Maintenance

(1) Within 6 months of the effective date of this rule, each local exchange telecommunications company shall:

(a) Update the Line Information Database (LIDB) with the account ownership code of the Alternative Local Exchange Company claiming the customer, provided the ALEC has contracted with the local exchange company to provide such information or has purchased the line directly from the local exchange company; and

(b) Provide ALECs access to LIDB, or provide updates on a contractual basis, at reasonable cost-based terms and conditions, for each ALEC that enters into a contract.

(2) LECs are exempt from subsection (1) of this rule if there is no ALEC within the service area that allows third-party or collect calls. If an ALEC in the service area elects to allow third-party or collect calls, the LEC shall comply with this rule within 6 months after such time.

Specific Authority: 350.127(2) FS.

Law Implemented: 350.115, 364.03 FS.

History: New 04/07/03.

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

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, DS1, 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

Exhibit 4 - ATTACHMENT A ASSIGNMENT AND TRANSFER LIST VERSION -01

CLEC - 1 _____	CLEC - 2 _____	DATE _____
STATE	CITY	ACTL CLLI CODE

ATTACHMENT B TERMINATIONS AND SERVICES VERSION - 01

WIRE CENTER: _____ ACTL CLLI: _____ BAN: _____

Type of Service	Total Number of Circuits	DS0 Circuit ID	DS0 Circuit ID	DS1 Circuit ID	DS1 Circuit ID	DS3 Circuit ID	DS3 Circuit ID
DS0							
DS1							
DS3							
Line Sharing GF compliments							

ATTACHMENT C

XXXX E. WEST ST - SOME CITY
UNE CIRCUIT ASSIGNMENT LOG

CLEC: ABC CLEC	State: XX	ACTL: XXXXXXXXXXXX	Date:
New ACNA: XXX	New CA Name: XXXXX	Old ACNA: XXX	Old CA Name: XXXXX
New CCNA: XXX		Old CCNA: XXX	
INT: NAME	INT TEL: XXX-XXX-XXXX FAX or EMAIL: XXXXXXXXXXXXXXXX		
PROJ. MGR: NAME	PM TEL: XXX-XXX-XXXX	Project ID: Assigned by LCSC Project Manager	
CLEC Contact Info: (ZRCI) XXX - Name & Phone Number			
NPA OLD BAN	CIRCUIT ID	NPA NEW BAN	PON DD RMKS

One: required from CLEC for ALL terminations (CFA) and circuits for each Central Office transferred. All Line Sharing GF compliments MUST be identified. Any FACS report query to identify CFAs is a starting point only. The query is not intended to accurately identify all of the CLECs terminations and/or circuits or services.

Each Billing Account Number (BAN) for a circuit or group of circuits must be identified



January 24, 2003

BellSouth Telecommunications
Andrew Caldarello
600 North 19th Street
9th Floor
Birmingham, AL 35203

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

Dear Mr. Caldarello:

I write on behalf of Florida Digital Network, Inc. and its affiliates ("FDN") to request that you provide me specific written information to assist FDN in completing and transfer of certain assets from Mpower Communications and its affiliates ("Mpower") to FDN. As we have informed you, FDN is acquiring essentially all of Mpower's telecommunications assets in the states of Florida and Georgia.

FDN greatly appreciates the information that your company's representatives have provided verbally, through conference calls, and by email over the last several weeks. However, FDN must be certain of its and your company's course of conduct as part of this transfer and we believe that some detailed information is still lacking.

Accordingly, I ask that you please provide written response to the following requests for information: (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, (2) identify the mechanisms your company would expect to employ for having one FDN, rather than multiple (FDN and an Mpower legacy) agreements, going-forward, (3) itemize procedures, processes and prices for transferring ownership from Mpower to FDN on all Mpower collocations, loops, special access circuits, and interconnection trunks, etc. within your company's jurisdiction in Florida and Georgia, (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, (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 tmks, 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.*

I ask that you provide me a written response to this letter in no less than 10 days. If you have any questions, please contact me at 407-835-0460.

Sincerely,

A handwritten signature in cursive script, appearing to read "Matthew Feil".

Matthew Feil



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.

Lois Modrell
Telcordia Technologies
Subject Matter Expert
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CLC™ MSG Codes and General Codes
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January 30, 2002
Revised April 18, 2002