LNP Problem/Issue Identification and Description Form

**Submittal Date**: 10 /16/2012 **PIM 81**

**Company(s) Submitting Issue**: CenturyLink, Windstream

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**(NOTE: Submitting Company(s) is to complete this section of the form along with Sections 1, 2 and 3.)**

1. **Problem/Issue Statement:** (Brief statement outlining the problem/issue.)

It has come to the attention of Providers that a New Provider is using an NPAC modify message to unilaterally move up the port due date once the T1/T2 timers have been stopped due to both *matching* SV Creates arriving at NPAC. This unilateral acceleration of the Due Date (DD) by the New Provider, when not agreed to via a concurred LSR Supplement, is service affecting to the end user and goes against industry practice and the intent of the FCC mandated NANC’s LNP Process Flows, Figure 9, Flow A, Step 3 and Figure 10, Flow AA Step 4, which both state, “No NPAC SV may activate before the SV due date/time.”

1. **Problem/Issue Description:** (Provide detailed description of problem/issue.)

A. Examples & Impacts of Problem/Issue:

The New Provider submits the LSR to the Old Provider. The Old Provider gives a FOC to the LSR. The Old and New Providers send the matching SV Creates to NPAC, both which must match on the DD given by the Old Provider on the FOC. Once matching SV Creates reach the NPAC, the T1/T2 timers are stopped. The New Provider then does a unilateral modify of the SV Create at NPAC to move the DD up. The New Provider is then able to activate the port earlier than the DD that was agreed to on the FOC by the Old Provider. The New Provider did not send a SUPP to request a re-negotiation of the DD.

The New Provider is not following Best Practice 63, which was put into place to insure Providers had a clear communication path for order processing issues after FOC was given, nor are they following Best Practice 65 and sending a SUPP to the Old Provider to negotiate a earlier DD. The New Provider is also not following the FCC Mandated LNP process Flows Figure 7, Step 1 which explains the intent of this FCC mandated process and keys to the Old Providers FOC Due date, especially when the Old Provider is a Wireline Provider.

In addition when those New Providers performing the unilateral modification make the DD change, many are also changing the port timers to be “medium” simple port timers, which then restricts the time in which the Old Provider has to place the new DD into conflict as a way of preventing the service impacts on the end user. The affects of this unilateral practice are multi-fold: The end users service will only be partially working on the accelerated due date because the old provider may not have been able to complete all the necessary switch work (like the 10-digit trigger) to allow the Old Provider’s intra-switch calls to be able to get to the ported number. The Old Provider may continue to bill the end user based on the FOC date because the agreed upon due date and the disconnect of the end user account were not able to coincide because the New Provider took the TN prematurely. This may cause double-billing to the end user, forcing action by the end user to contact the Old and/or New Service Providers requesting a credit on their account. Troubleshooting of the end users services will involve loss of time for all involved Providers as the LNP process the FCC mandated was not able to run its normal course. Also, should the end user decide to stay with their Old Service Provider, yet the New Service Provider ported early/prior to the FOC DD absent a SUPP, will cause a customer service impacting event, spiraling into an unwarranted and unnecessary “Disputed Port” conflict.

B. Frequency of Occurrence:

Estimated at least 60% or this New Providers ports are taken prematurely and without an agreed upon LSRDD. This activity is increasing in frequency.

1. NPAC Regions Impacted:

 Canada\_\_\_ Mid Atlantic \_\_\_ Midwest\_\_\_ Northeast\_\_\_ Southeast\_\_\_ Southwest\_\_\_ Western\_\_\_

 West Coast\_\_\_ ALL **X**\_

D. Rationale why existing process is deficient:

The current FCC Mandated NANC LNP Process Flows are clear and the processes are well known to all. Many discussions held in the LNPA WG over the many years clearly indicate the LSR/WPR-FOC process is how the port due dates are negotiated. However some providers are saying the Flows don’t expressly stop this activity after the T1/T2 timers have run, and therefore they are coming up with ways of getting around the well known process of negotiating the port Due Date between both involved providers using the LSR/WPR and FOC process. If the LSR/WPR-FOC process is not adhered to by all parties when negotiating due dates, then Providers could make up any due date they want and take numbers anytime they want, regardless of the impact on the end user.

E. Identify action taken in other committees / forums:

ATIS OBF/LOTF and WLOTF have LSR/WPR order processes in place which allow for the proper vehicle for the New Provider to request a new negotiated due date. To ignore this process would not be in keeping with the ATIS OBF/WOBF processes.

F. Any other descriptive items:

The following LNPA WG documents have discussion in them that pertain to the Due Date and the effects on customer service, and should be reviewed and discussed further as to the effects of New Provider taking the port prior to the agreed due date. Some of these citations also speak to the need for LSR/WPR SUPP’s to be sent if a new negotiated due date is desired:

NANC LNP Process Flows

Best Practice 55 (RE: Desired Due Date on an LSR, NPAC process and service

 impacts)

Best Practice 61 (Allowed use of Cause Code 51 when Medium timer and DD

 mismatch occurs)

Best Practice 63 (Sending after FOC messaging consistent with FOC method)

Best Practice 64 (adequate notification to other SP’s when a provider changes

 their port processes)

Best Practice 65 (LSR SUPPs, Expedites, Due Date Changes)

1. **Suggested Resolution:**

The LNPA WG should clearly state the expectation that all providers follow the intent of the FCC mandated NANC LNP Process Flows. Providers should not look for the absence of defining each and every possible action as a loophole which would allow them to circumvent the correct porting process. The New Provider(s) who are currently performing this inappropriate action should immediately cease doing so and should send a SUPP to the Old Provider should they want to re-negotiate a new due date.

A potential solution could be a NPAC change order made that will put in systemic blocks at NPAC to stop the unilateral “taking” of a port earlier than the mutually agreed upon FOC due date. This would mean any port modifies affecting the timers or the due date at NPAC after the T1/T2 timers have stopped would have to be concurred to by both Providers. There would be a cost to the industry to do this.

Another solution could be for Old Providers to “not” send the matching SV Create or to delay the ‘send’ of the initial matching SV Create to NPAC, which will then allow the T1/T2 timers to run their agreed upon course and will prevent the New Provider from unilaterally moving up a due date unless it is concurred by the Old Provider. This would not be the preferred solution, but may be the only option available to the Old Provider to prevent service impacts on not only the porting end user, but other end users of the Old Provider whose calls to the ported end user’s TN might fail.

1. **Final Resolution:**

Consensus was reached to make the recommended change to the NANC flows. (AT&T asked to be noted as disagreeing with the changes.) Changes will be made in the flows and they will be submitted to the NANC for approval and forwarding to the FCC.

Consensus was not reached to extend the definition of Cause Code 51 in the NANC

Flows or in Best Practice 61. PIM was CLOSED

**LNPA WG:** (only) Final Resolution Date: 3/5/13

Item Number: PIM 081 v2 Related Documents: BPs - 55, 61, 63, 64, 65

Issue Resolution Referred to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Why Issue Referred: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_