

EXHIBIT LIST**DOCKET TITLE: Verizon/Frontier Transfer****DOCKET NUMBER: UT-090842****DATE: December 15 - 18, 2009**

| WITNESS: FRONTIER: BILLY JACK GREGG | | | | |
|--|-----------------------|--|--|---|
| BJC-1T | Gregg | | | Prefiled Rebuttal Testimony of Billy Jack Gregg (37 pp.) (11/19/09)(Revised 11/25/09) |
| BJC-2 | Gregg | | | New York PSC Citizens' Communications Service Quality Report (19 pp.) (11/19/09) |
| BJG-3 | Gregg | | | New York PSC Citizens' Communications Service Quality Report (18 pp) (11/19/09) |
| BJG-4 | Gregg | | | New York PSC Citizens' Communications Service Quality Report (15 pp) 911/19/09) |
| CROSS-EXAMINATION EXHIBITS | | | | |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 9 (Attachment V29, 66 Attach 1 DSL Availability) (Highly Confidential) |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 23 (Confidential) |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 70 (Confidential) |
| | Public Counsel | | | Joint Applicants' Supplemental Response to PC Data Request No. 164 |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 342 |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 346 |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 366 |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 433 (Attachment FRO433 High Speed Internet)) (Confidential) |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 436 |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 437 |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 438 |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 439 |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 441 (Attachment WA PC Set27 FRO441IL Rebuttal Ex 2 15.0df) |

EXHIBIT LIST**DOCKET TITLE: Verizon/Frontier Transfer****DOCKET NUMBER: UT-090842****DATE: December 15 - 18, 2009**

| | | | | |
|--|-----------------------|--|--|--|
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 442 |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 443 |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 449 |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 450 |
| | Public Counsel | | | Joint Applicants' Response to PC Data Request No. 452 |
| | Public Counsel | | | Verizon Web Page Verizon High Speed Internet Rates |
| | Public Counsel | | | West Virginia Commission Order (Case No. 08-0761-T-GI) on Verizon Service Quality |
| | Public Counsel | | | West Virginia Discovery Response – Service Quality Services (Q Series) Q54 |
| | Public Counsel | | | West Virginia Discovery Response CWA Set 3, Question #10) |
| | Public Counsel | | | Billy Jack Gregg Direct Testimony in West Virginia, p. 25 (Case No. 09-0871-T-PC) (Excerpt) |

Docket No. UT-090842
Verizon Responses to Public Counsel Data Requests Nos. 1-89
August 5, 2009

PUBLIC COUNSEL DATA REQUEST NO. 9:

For each Verizon wire center in Washington, identified by name and CLLI Code, please identify the number and percentage of all living units¹ that have DSL service available. If information regarding the number of living units is not available, please provide DSL service availability data based on the method by which Verizon tracks DSL service availability to residential customers for each wire center.

Response:

Applicants assert Objection Nos. 1, 3, 4, 7, 8, 12. Subject to and without waiver of its objections, Verizon responds as follows:

See attachment WA PC Set1 VZ9,66 Attach1 DSL availability HIGHLY CONFIDENTIAL.

Prepared By: James Miggans
Date: August 5, 2009
Witness: To be determined

¹“Living Units” are dwellings intended for use by one household, such as single family homes, individual units in a duplex, or individual units in an apartment building.

Docket No. UT-090842
 Frontier Supplemental Response to Public Counsel Data Request No. 164
 September 9, 2009

PUBLIC COUNSEL DATA REQUEST NO. 164:

Refer to Direct Testimony of Daniel McCarthy. With regard to Frontier's growth in acquiring access lines, provide a timeline that indicates when it acquired the access lines in each of the states listed in page 5-6.

Initial Response:

| <u>GTE Company Name</u> | <u>Year</u> | <u>State</u> | <u>Current Company Name</u> |
|-------------------------------------|-------------|---------------|--|
| Contel of West Virginia & GTE South | 1993 | West Virginia | Citizens Telecommunications Company of West Virginia |
| GTE South – Tennessee | 1993 | Tennessee | Citizens Telecommunications Company of Tennessee |
| Contel of the West – Utah | 1993 | Utah | Citizens Telecommunications Company of Utah |
| Contel of the West – ID | 1993 | Idaho | Citizens Telecommunications Company of Idaho |
| Contel of the West – AZ | 1994 | Arizona | Citizens Telecommunications Company of the White Mountains |
| GTE Northwest – MT | 1994 | Montana | Citizens Telecommunications Company of Montana |
| Contel of New York | 1994 | New York | Citizens Telecommunications of New York |
| GTE California | 1994 | California | Citizens Telecommunications of California |
| GTE Nebraska | 2000 | Nebraska | Citizens Telecommunications of Nebraska |
| Contel of Minnesota/GTE Midwest | 2000 | Minnesota | Citizens Telecommunications of Minnesota |

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 Frontier Supplemental Response to Public Counsel Data Request No. 164
 September 9, 2009

| | | | |
|---|-------|--------------|---|
| GTE South/GTE North | 2000 | Illinois | Citizens Telecommunications Company of Illinois |
| Frontier Communications | ***** | ***** | ***** |
| Frontier Communications of Midland | 2001 | Illinois | Frontier Communications of Midland |
| Frontier Communications of Prairie | 2001 | Illinois | Frontier Communications of Prairie |
| Frontier Communications of Schuyler | 2001 | Illinois | Frontier Communications of Schuyler |
| Frontier Communication of St. Croix | 2001 | Wisconsin | Frontier Communications of St. Croix |
| Frontier Communications of Alabama | 2001 | Alabama | Frontier Communications of Alabama |
| Frontier Communications of America | 2001 | Delaware | Frontier Communications of America |
| Frontier Communications of AuSable Valley | 2001 | New York | Frontier Communications of AuSable Valley |
| Frontier Communications of Breezewood | 2001 | Pennsylvania | Frontier Communications of Breezewood |
| Frontier Communications of Canton | 2001 | Pennsylvania | Frontier Communications of Canton |
| Frontier Communications of DePue | 2001 | Illinois | Frontier Communications of DePue |
| Frontier Communications of Fairmount | 2001 | Georgia | Frontier Communications of Fairmount |
| Frontier Communications of Georgia | 2001 | Georgia | Frontier Communications of Georgia |

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 Frontier Supplemental Response to Public Counsel Data Request No. 164
 September 9, 2009

| | | | |
|---|------|--------------|---|
| Frontier Communications of Illinois | 2001 | Illinois | Frontier Communications of Illinois |
| Frontier Communications of Indiana | 2001 | Indiana | Frontier Communications of Indiana |
| Frontier Communications of Iowa | 2001 | Iowa | Frontier Communications of Iowa |
| Frontier Communications of Lakeside | 2001 | Illinois | Frontier Communications of Lakeside |
| Frontier Communications of Lakewood | 2001 | Pennsylvania | Frontier Communications of Lakewood |
| Frontier Communications of Lamar County | 2001 | Pennsylvania | Frontier Communications of Lamar County |
| Frontier Communications of Michigan | 2001 | Michigan | Frontier Communications of Michigan |
| Frontier Communications of Minnesota | 2001 | Minnesota | Frontier Communications of Minnesota |
| Frontier Communications of Mississippi | 2001 | Mississippi | Frontier Communications of Mississippi |
| Frontier Communications of Mondovi | 2001 | Wisconsin | Frontier Communications of Mondovi |
| Frontier Communications of Mt. Pulaski | 2001 | Illinois | Frontier Communications of Mt. Pulaski |
| Frontier Communications of New York | 2001 | New York | Frontier Communications of New York |
| Frontier Communications of Orion | 2001 | Illinois | Frontier Communications of Orion |
| Frontier Communications of Oswayo River | 2001 | Pennsylvania | Frontier Communications of Oswayo River |

Docket No. UT-090842
 Frontier Supplemental Response to Public Counsel Data Request No. 164
 September 9, 2009

| | | | |
|--|------|--------------|--|
| Frontier Communications of Pennsylvania | 2001 | Pennsylvania | Frontier Communications of Pennsylvania |
| Frontier Communications of Rochester | 2001 | Delaware | Frontier Communications of Rochester |
| Frontier Communications of Seneca-Gorham | 2001 | New York | Frontier Communications of Seneca-Gorham |
| Frontier Communications of Sylvan Lake | 2001 | New York | Frontier Communications of Sylvan Lake |
| Frontier Communications of The South | 2001 | Alabama | Frontier Communications of The South |
| Frontier Communications of Thorntown | 2001 | Indiana | Frontier Communications of Thorntown |
| Frontier Communications of Viroqua | 2001 | Wisconsin | Frontier Communications of Viroqua |
| Frontier Communications of Wisconsin | 2001 | Wisconsin | Frontier Communications of Wisconsin |
| Commonwealth Telephone | 2006 | Pennsylvania | Commonwealth Telephone |
| Global Valley Networks | 2007 | California | Global Valley Networks |

There are additional Alltel properties that will be provided in a supplemental filing.

Prepared By: Cassandra Guinness
 Date: August 5, 2009
 Witness: To be determined

Supplemental Response (September 9, 2009):

Applicants assert Objection Nos. 1, 3, 7 and 12. Subject to and without waiver of its objections, Frontier responds as follows:

| <u>GTE Company</u> | <u>Year</u> | <u>State</u> | <u>Current Company Name</u> |
|-------------------------------------|-------------|---------------|--|
| Contel of West Virginia & GTE South | 1993 | West Virginia | Citizens Telecommunications Company of West Virginia |

Docket No. UT-090842
 Frontier Supplemental Response to Public Counsel Data Request No. 164
 September 9, 2009

| | | | |
|-------------------------------------|-------|---------------------|---|
| GTE South – Tennessee | 1993 | Tennessee | Citizens Telecommunications Company of Tennessee |
| Contel of the West – Utah | 1993 | Utah | Citizens Telecommunications Company of Utah |
| Contel of the West – ID | 1993 | Idaho | Citizens Telecommunications Company of Idaho |
| Contel of the West – AZ | 1994 | Arizona | Citizens Telecommunications Company of the White Mountains |
| GTE Northwest – MT | 1994 | Montana | Citizens Telecommunications Company of Montana |
| Contel of New York | 1994 | New York | Citizens Telecommunications of New York |
| GTE California | 1994 | California | Citizens Telecommunications of California |
| <u>ALLTEL</u> | ***** | ***** | ***** |
| Alltel Oregon | 1995 | Oregon | Citizens Telecommunications Company of Oregon, Inc. |
| Alltel Tennessee | 1995 | Tennessee | Citizens Telecommunications Company of the Volunteer State L.L.C. |
| Navajo Communications Company, Inc. | 1995 | Arizona/ New Mexico | Navajo Communications Company |
| Tuolumne Telephone Company | 1995 | California | Citizens Telecommunications Company of Tuolumne |
| CP National | 1995 | California | Citizens Telecommunications Company of the Golden State |
| Mountain State Telephone | 1995 | West Virginia | Citizens Telecommunications Company of West Virginia |
| Alltel Nevada | 1996 | Nevada | Citizens Telecommunications Company of Nevada |
| <u>OGDEN</u> | ***** | ***** | ***** |
| Ogden Telephone Company | 1996 | New York | Frontier Ogden Telephone Company |
| <u>RHINELANDER</u> | ***** | ***** | ***** |
| Crandon Telephone Company | 1997 | Wisconsin | Rhineland Telephone LLC |
| Headwaters Telephone Company | 1997 | Wisconsin | Rhineland Telephone LLC |

Docket No. UT-090842
 Frontier Supplemental Response to Public Counsel Data Request No. 164
 September 9, 2009

| | | | |
|---|-------|--------------|---|
| Rhineland Telephone Company | 1997 | Wisconsin | Rhineland Telephone LLC |
| Rib Lake Telephone Company | 1997 | Wisconsin | Rhineland Telephone LLC |
| <u>GTE COMPANY</u> | ***** | ***** | ***** |
| GTE Nebraska | 2000 | Nebraska | Citizens Telecommunications of Nebraska |
| Contel of Minnesota/GTE Midwest | 2000 | Minnesota | Citizens Telecommunications of Minnesota |
| GTE South/GTE North | 2000 | Illinois | Citizens Telecommunications Company of Illinois |
| <u>FRONTIER COMMUNICATIONS</u> | ***** | ***** | ***** |
| Frontier Communications - Midland | 2001 | Illinois | Frontier Communications - Midland |
| Frontier Communications - Prairie | 2001 | Illinois | Frontier Communications - Prairie |
| Frontier Communications - Schuyler | 2001 | Illinois | Frontier Communications - Schuyler |
| Frontier Communications - St. Croix | 2001 | Wisconsin | Frontier Communications - St. Croix |
| Frontier Communications of Alabama | 2001 | Alabama | Frontier Communications of Alabama |
| Frontier Communications of America | 2001 | Delaware | Frontier Communications of America |
| Frontier Communications of AuSable Valley | 2001 | New York | Frontier Communications of AuSable Valley |
| Frontier Communications of Breezewood | 2001 | Pennsylvania | Frontier Communications of Breezewood |
| Frontier Communications of Canton | 2001 | Pennsylvania | Frontier Communications of Canton |
| Frontier Communications of DePue | 2001 | Illinois | Frontier Communications of DePue |
| Frontier Communications of Fairmount | 2001 | Georgia | Frontier Communications of Fairmount |
| Frontier Communications of Georgia | 2001 | Georgia | Frontier Communications of Georgia |
| Frontier Communications of Illinois | 2001 | Illinois | Frontier Communications of Illinois |
| Frontier Communications of Indiana | 2001 | Indiana | Frontier Communications of Indiana |

Docket No. UT-090842
 Frontier Supplemental Response to Public Counsel Data Request No. 164
 September 9, 2009

| | | | |
|--|-------------|-----------------|--|
| Frontier Communications of Iowa | 2001 | Iowa | Frontier Communications of Iowa |
| Frontier Communications of Lakeside | 2001 | Illinois | Frontier Communications of Lakeside |
| Frontier Communications of Lakewood | 2001 | Pennsylvania | Frontier Communications of Lakewood |
| Frontier Communications of Lamar County | 2001 | Pennsylvania | Frontier Communications of Lamar County |
| Frontier Communications of Michigan | 2001 | Michigan | Frontier Communications of Michigan |
| Frontier Communications of Minnesota | 2001 | Minnesota | Frontier Communications of Minnesota |
| Frontier Communications of Mississippi | 2001 | Mississippi | Frontier Communications of Mississippi |
| Frontier Communications of Mondovi | 2001 | Wisconsin | Frontier Communications of Mondovi |
| Frontier Communications of Mt. Pulaski | 2001 | Illinois | Frontier Communications of Mt. Pulaski |
| Frontier Communications of New York | 2001 | New York | Frontier Communications of New York |
| Frontier Communications of Orion | 2001 | Illinois | Frontier Communications of Orion |
| Frontier Communications of Oswayo River | 2001 | Pennsylvania | Frontier Communications of Oswayo River |
| Frontier Communications of Pennsylvania | 2001 | Pennsylvania | Frontier Communications of Pennsylvania |
| Frontier Telephone of Rochester | 2001 | Delaware | Frontier Telephone of Rochester |
| Frontier Communications of Seneca-Gorham | 2001 | New York | Frontier Communications of Seneca-Gorham |
| Frontier Communications of Sylvan Lake | 2001 | New York | Frontier Communications of Sylvan Lake |
| Frontier Communications of The South | 2001 | Alabama | Frontier Communications of The South |
| Frontier Communications of Thorntown | 2001 | Indiana | Frontier Communications of Thorntown |
| Frontier Communications of Viroqua | 2001 | Wisconsin | Frontier Communications of Viroqua |
| Frontier Communications of Wisconsin | 2001 | Wisconsin | Frontier Communications of Wisconsin |

Docket No. UT-090842
Frontier Supplemental Response to Public Counsel Data Request No. 164
September 9, 2009

| <u>OTHER</u> | ***** | ***** | ***** |
|------------------------|-------|--------------|------------------------|
| Commonwealth Telephone | 2007 | Pennsylvania | Commonwealth Telephone |
| Global Valley Networks | 2007 | California | Global Valley Networks |

Prepared By: Cassandra Guinness
Date: September 9, 2009
Witness: To be determined

Docket No. UT-090842
 Frontier Responses to Public Counsel Data Request Nos. 341-348
 October 12, 2009

PUBLIC COUNSEL DATA REQUEST NO. 342:

Please identify all DSL products that Frontier markets to residential customers, and for each product please include the upload and download speed, and service price.

Response:

Applicants assert Objection Nos. 3, 6, 7, 8 and 12. Subject to and without waiver of the objections, Frontier responds as follows:

Following is a table that summarizes DSL residential product offerings. Speed availability and rates may vary among locations and based on promotional offerings and bundled packages.

| | Description | Price |
|---------------------|---|--------------|
| HSI Lite | High Speed Internet with speeds up to 768k/128k | \$39.99 |
| HSI Max 3M | High Speed Internet with speeds up to 3M/384k | \$49.99 |
| HSI Max 6M | High Speed Internet with speeds up to 6M/384k | \$64.99 |
| HSI Max 9M | High Speed Internet with speeds up to 9M/768k | \$76.99 |
| HSI Max 12M | High Speed Internet with speeds up to 12M/768k | \$88.99 |
| HSI Max 20M | High Speed Internet with speeds up to 20M/768k | \$100.99 |
| Standalone HSI Lite | High Speed Internet with speeds up to 768k/128k | \$44.99 |
| Standalone HSI Max | High Speed Internet with speeds up to 3M/384k | \$54.99 |

Prepared By: Cassandra Guinness
 Date: October 12, 2009
 Witness: To be determined

Docket No. UT-090842
 Frontier Responses to Public Counsel Data Request Nos. 341-348
 October 12, 2009

PUBLIC COUNSEL DATA REQUEST NO. 346:

For each Frontier DSL, or other broadband offering, please explain whether there is a term-commitment required to purchase, or whether there are discounts available for purchasing DSL through a term commitment. If term commitments are available, please identify the length of term, the prices for each product purchased using a term commitment, and the amount of any early termination fees associated with the term commitment.

Response:

Applicants assert Objection Nos. 3, 7, 8 and 12. Subject to and without waiver of the objections, Frontier responds as follows:

Speed availability and rates may vary among locations and based on promotional offerings and bundled packages.

| | | Month to Month | Price Protection Plan |
|-----------------|-------|----------------|-----------------------|
| HSI Lite | HS768 | \$39.99 | \$24.99 |
| Max Speed | HSMAX | \$49.99 | \$44.99 |
| 6M/384k | HS06M | \$64.99 | \$54.99 |
| 9M/768K | HS09M | \$76.99 | \$66.99 |
| 12M/768k | HS12M | \$88.99 | \$83.99 |
| 20M/768K | HS20M | \$100.99 | \$95.99 |
| Standalone Lite | | \$44.99 | \$29.99 |
| Standalone Max | | \$54.99 | \$49.99 |

Price Protection Plan Terms are available for 1, 2 and 3-year commitments. The fee for early termination is \$200. In addition, Frontier periodically runs promotional offers in which the rates and terms for the service offering are changed for a specific promotion.

Prepared By: Cassandra Guinness
 Date: October 12, 2009
 Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Request Nos. 363-389

November 30, 2009

PUBLIC COUNSEL DATA REQUEST NO. 366

Please produce all documents reviewed by Mr. Gregg, other than the testimony of parties in this proceeding, that Mr. Gregg reviewed in the preparation of his testimony.

Response:

Applicants assert Objection Nos. 2, 3 and 7. Subject to and without waiver of the objections, Applicants respond as follows

Requested work papers and documents, other than publicly available documents, are attached as:

WA PC Set26 FRO366 Att1 Commonwealth Complaints 2007-2009.xls
WA PC Set26 FRO366 Att2 New York Rochester on line.doc
WA PC Set26 FRO366 Att3 Merger Service Quality Agreement 2007.xls
WA PC Set26 FRO366 Att4 Merger Service Quality Agreement 2008.xls
WA PC Set26 FRO366 Att5 Merger Service Quality Agreement 2009.xls
WA PC Set26 FRO366 Att6 New York on line.doc
WA PC Set26 FRO366 AT& NY 2006 1st Qtr Svc.pdf
WA PC Set26 FRO366 NY 2006 2nd Qtr Svc.pdf
WA PC Set26 FRO366 NY 2006 3rd Qtr Svc.pdf
WA PC Set26 FRO366 NY 2006 4th Qtr Svc.pdf
WA PC Set26 FRO366 NY 2007 1st Qtr Svc.pdf
WA PC Set26 FRO366 NY 2007 2nd Qtr Svc.pdf
WA PC Set26 FRO366 NY 2007 3rd Qtr Svc.pdf
WA PC Set26 FRO366 NY 2007 4th Qtr Svc.pdf
WA PC Set26 FRO366 NY 2008 1st Qtr Svc.pdf
WA PC Set26 FRO366 NY 2008 2nd Qtr Svc.pdf
WA PC Set26 FRO366 NY 2008 3rd Qtr svc.pdf
WA PC Set26 FRO366 NY 2008 4th Qtr svc.pdf
WA PC Set26 FRO366 Ohio 4305 complaints 2008.xls
WA PC Set26 FRO366 Ohio on line.doc
WA PC Set26 FRO366 NY PSC monthly report september 2009 confidential.xls
WA PC Set26 FRO366 OH Tracking Sheet 2007 confidential.xls
WA PC Set26 FRO366 Tracking Sheet 2008 confidential.xls
WA PC Set26 FRO366 Tracking Sheet 2009 confidential.xls
WA PC Set26 FRO366 NY PSC monthly report December 2007 confidential.xls
WA PC Set26 FRO366 NY PSC monthly report December 2008 confidential.xls
WA PC Set26 FRO366 Res HSI HIGHLY CONFIDENTIAL.pdf
WA PC Set26 FRO366 FTR HSI by State highly confidential.xls
WA PC Set26 FRO366 FTR IL OOSby Month confidential.pdf
WA PC Set26 FRO366 Illinois service quality comparison confidential.xls
WA PC Set26 FRO366 LAM Ranking Pen Churn 9-15-09 highly confidential.xls
WA PC Set26 FRO366 Res HSI pen and churn HIGHLY CONFIDENTIAL.pdf
WA PC Set26 FRO366 VZ Illinois OOS By Month confidential.pdf
WA PC26 FRO366 CA GO133B 4Q08.xls

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Request Nos. 363-389

November 30, 2009

WA PC26 FRO366 CA GO133B 2007Qtr4.xls

WA PC26 FRO366 CA GO133B 2009.xls

WA PC26 FRO355 California on line.doc

Prepared By: Billy Jack Gregg

Date: November 30, 2009

Witness: To be determined

Docket No. UT-090842
Verizon and Frontier Responses to Public Counsel Data Request Nos. 390-452
December 1, 2009

RE: Rebuttal Testimony of Mr. Billy Jack Gregg

PUBLIC COUNSEL DATA REQUEST NO. 433

Please refer to Exhibit No. ___ (BJG-10T), p. 26, lines 11-17. In Mr. Gregg's rebuttal testimony he states: "As mentioned by Dr. Roycroft, Frontier makes faster speeds available in some areas, such as Rochester and my home state of West Virginia. On the other end of the spectrum, Frontier also offers High Speed Internet (HSI) 'Lite' which provides download speeds of 768 kbps. HSI 'Lite' is simply an option available to customers which is cheaper than higher tier services. Although HSI 'Lite' is slower than Frontier's standard 3 Mbps service, it is substantially faster than dial-up service and represents a significant improvement for customers currently without broadband service."

- a. Please identify all Frontier DSL service offerings in the state of West Virginia by data speed and price.
- b. For each DSL offering identified in subpart (a), please identify the number of West Virginia households located in Frontier's service area that are capable receiving the service.
- c. Please identify the total number of West Virginia homes in Frontier's service area that Frontier has passed with Fiber optic cable.
- d. Please identify the percentage of West Virginia homes in Frontier's service area that Frontier has passed with Fiber optic cable.
- e. Please identify the service prices and data speeds available in West Virginia for its fiber-based service offerings.
- f. Please identify the percentage and number of Frontier West Virginia customers who can purchase Frontier broadband service at speeds that exceed 3 Mbps download.
- g. Please identify the percentage and number of Frontier West Virginia customers who can purchase Frontier broadband service at speeds that exceed 1 Mbps upload.
- h. Please identify the price that Frontier charges for HSI 'Lite' in each jurisdiction where Frontier offers this service.

Response:

Applicants assert Objection Nos. 3, 7, 8, 9 and 12. Subject to and without waiver of the objections, Applicants respond as follows:

- a. High Speed pricing is standard across jurisdictions. The speeds and prices are as set forth on page 91 of Dr. Roycroft's testimony in West Virginia in WV PSC Case No. 09-0871-T-PC, except as shown on attachment WA PC SET27 FRO433 HIGH SPEED PRICES.pdf
- b. The precise number of households and customers located in Frontier's West Virginia service area that are capable of receiving each of the speeds listed in (a) above is unknown. There are approximately 118,000 households in Frontier's West Virginia service. As of June 30, 2009, Frontier made broadband service available to

WA PC SET27 FRO433 HIGH SPEED PRICES.pdf

**FRONTIER HIGH SPEED INTERNET SERVICE
PRICES IN WEST VIRGINIA
November 30, 2009**

| Service | Speed | Price |
|----------------------------|--|--|
| High Speed Internet | 6 Mbps/3 Mbps down | \$49.99 per month (month to month) |
| | 384 kbps upload | \$44.49 per month (term agreement) |
| 2010 Offer | 6Mbps/3 Mbps download 384 kbps upload | \$20.10 per month (one-year agreement) |
| Business 25 Offer | 6Mbps/3 Mbps download 384 kbps upload | \$25.00 per month (one-year agreement) |
| High Speed Business | 12 Mbps download | \$83.99 (term agreement) |
| | 768K upload | \$88.99 (month to month) |

Docket No. UT-090842
Verizon and Frontier Responses to Public Counsel Data Request Nos. 390-452
December 1, 2009

PUBLIC COUNSEL DATA REQUEST NO. 436

Please refer to Exhibit No. ___(BJG-10T), p. 4, line 19. Please define the term “good” as used on page 4, line 19. In the response, identify the performance areas and standards reviewed to make this conclusion.

Response:

Applicants assert Objection Nos. 3, 7, 8, 9 and 12. Subject to and without waiver of the objections, Applicants respond as follows:

The term “good” is based on Mr. Gregg’s experience with telecommunications service actually provided by carriers in West Virginia.

Prepared By: Cassandra Guinness
Date: December 1, 2009
Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Request Nos. 390-452

December 1, 2009

PUBLIC COUNSEL DATA REQUEST NO. 437

Please refer to Exhibit No. ___ (BJG-10T), p. 5-6. With regard to Mr. Gregg's description of the ARMIS data and what "some carriers" do with respect to their reporting of some activities, please identify what specific impact this potential reporting issue has had on each of the (Verizon and Frontier) ARMIS service quality performance data identified by Ms. Alexander in her testimony.

Response:

Applicants assert Objection Nos. 3, 7, 8, 9 and 10. Subject to and without waiver of the objections, Applicants respond as follows:

Installation intervals – The inclusion of customer negotiated appointments, Saturdays, Sundays and holidays, and Internet service appointments in reported metrics will tend to increase reported intervals.

Out of service intervals – The inclusion of customer negotiated appointments, Saturdays, Sundays and holidays, and Internet service appointments in reported metrics will tend to increase reported intervals.

Percentage of Commitments met – The inclusion of customer negotiated appointments, Saturdays, Sundays and holidays, and Internet service appointments in reported metrics should have only a small effect on percentage of commitments met.

Total trouble reports per 100 lines - The inclusion of Internet service troubles in reported metrics will tend to increase reported troubles.

State complaints per million lines – Although states have no jurisdiction over Internet service, some states do receive such complaints. The inclusion of Internet service troubles in reported complaints would tend to increase this reported metric.

Prepared By: Cassandra Guinness

Date: December 1, 2009

Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Request Nos. 390-452

December 1, 2009

PUBLIC COUNSEL DATA REQUEST NO. 438

Please refer to Exhibit No. ___ (BJG-10T), p. 6-7. Mr. Gregg addresses his perceived shortcomings of ARMIS data as related to service outages.

- a. To Mr. Gregg's knowledge, did any party in this proceeding allege in its testimony that Frontier or Verizon outages were a problem?
- b. Did any party report on or rely upon any outage related data in their testimony?
- c. If not, should such outage data be evaluated? If Mr. Gregg agrees that such data should be evaluated, identify how Frontier tracks and reports on such data for its operating companies.

Response:

Applicants assert Objection Nos. 3, 7, 8 and 9. Subject to and without waiver of the objections, Applicants respond as follows:

- a. To Mr. Gregg's knowledge no party has alleged that outages are a problem, however, every witness addressing quality of service reviewed outage data as part of their testimony.
- b. As stated in response to (a) above, every witness addressing quality of service reviewed outage data as part of their testimony. The extent to which any particular witness relied on such data in forming opinions or reaching conclusions is unknown to Mr. Gregg.
- c. See response to b, above.

Prepared By: Cassandra Guinness

Date: December 1, 2009

Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Request Nos. 390-452

December 1, 2009

PUBLIC COUNSEL DATA REQUEST NO. 439

Please refer to Exhibit No. ___ (BJG-10T), page 12, lines 5-6. With regard to Mr. Gregg's concerns about the "comparability of the data that Ms. Alexander relies on," please identify the specific data cited or included in Ms. Alexander's testimony that Mr. Gregg disagrees with or that should not be relied upon for this reason.

Response:

Applicants assert Objection Nos. 3, 7, 8, and 9. Subject to and without waiver of the objections, Applicants respond as follows:

At page 26 of her testimony, Ms. Alexander states: "In general, Frontier's actual service quality performance is lower than that of Verizon WA in some key areas, such as call center performance, timeliness of repair, and keeping appointments with its customers." As stated in response to PC-437, the inclusion of customer negotiated appointments, Saturdays, Sundays and holidays, and Internet service appointments in reported metrics will tend to increase reported repair intervals, and a small impact on percentage of appointments met. There should be no effect on call center performance.

Prepared By: Cassandra Guinness

Date: December 1, 2009

Witness: To be determined

Docket No. UT-090842
Verizon and Frontier Responses to Public Counsel Data Request Nos. 390-452
December 1, 2009

PUBLIC COUNSEL DATA REQUEST NO. 441

Please refer to Exhibit No. ___(BJG-10T), p. 12. Please provide the call center performance data that Mr. Gregg relies on to state that “dramatic improvements” have occurred since early 2009. In the response, identify and provide the monthly call center performance data, the location of the call center, and the basis for the conclusion that “dramatic improvements” have occurred.

Response:

Applicants assert Objection Nos. 3, 7, 8 and 9. Subject to and without waiver of the objections, Applicants respond as follows:

Please attachment WA PC Set27 FRO441IL Rebuttal Ex 2 15.pdf that is Frontier Rebuttal Exhibit 2.15 in Illinois Commerce Commission Docket No. 09-0268.

Prepared By: Cassandra Guinness
Date: December 1, 2009
Witness: To be determined

WA PC SET27 FRO441 IL REBUTTAL EX 2 15.PDF

Verizon and Frontier Illinois Service Quality
Part 730.510(b)(1) - Repair Office Answer Time
Standard - 60 Seconds

| | July 2008 | Aug. 2008 | Sep. 2008 | Oct. 2008 | Nov. 2008 | Dec. 2008 | Jan. 2009 | Feb. 2009 | Mar. 2009 | Apr. 2009 | May 2009 | June 2009 | July 2009 | Aug. 2009 | Sep. 2009 |
|-------------------------|------------|------------|------------|-----------|-----------|-----------|------------|-----------|-----------|-----------|----------|-----------|-----------|-----------|-----------|
| Verizon (North & South) | 44 | 22 | 36 | 19 | 15 | 43 | 35 | 48 | 35 | 28 | 39 | 43 | 32 | 27 | 22 |
| Frontier Citizens | <u>113</u> | <u>61</u> | <u>162</u> | 49 | 37 | <u>73</u> | <u>143</u> | 22 | 5 | 17 | 25 | 41 | 35 | 47 | 15 |
| Frontier DePue | <u>118</u> | <u>119</u> | <u>97</u> | 18 | 26 | <u>92</u> | 34 | 20 | 30 | 24 | 24 | 41 | 41 | 29 | 13 |
| Frontier Illinois | <u>118</u> | <u>119</u> | <u>97</u> | 18 | 26 | <u>92</u> | 34 | 20 | 30 | 24 | 24 | 41 | 41 | 29 | 13 |
| Frontier Lakeside | <u>118</u> | <u>119</u> | <u>97</u> | 18 | 26 | <u>92</u> | 34 | 20 | 30 | 24 | 24 | 41 | 41 | 29 | 13 |
| Frontier Mt. Pulaski | <u>118</u> | <u>119</u> | <u>97</u> | 18 | 26 | <u>92</u> | 34 | 20 | 30 | 24 | 24 | 41 | 41 | 29 | 13 |
| Frontier Orion | <u>118</u> | <u>119</u> | <u>97</u> | 18 | 26 | <u>92</u> | 34 | 20 | 30 | 24 | 24 | 41 | 41 | 29 | 13 |
| Frontier Midland | <u>118</u> | <u>119</u> | <u>97</u> | 18 | 26 | <u>92</u> | 34 | 20 | 30 | 24 | 24 | 41 | 41 | 29 | 13 |
| Frontier Prairie | <u>118</u> | <u>119</u> | <u>97</u> | 18 | 26 | <u>92</u> | 34 | 20 | 30 | 24 | 24 | 41 | 41 | 29 | 13 |
| Frontier Schuyler | <u>118</u> | <u>119</u> | <u>97</u> | 18 | 26 | <u>92</u> | 34 | 20 | 30 | 24 | 24 | 41 | 41 | 29 | 13 |

Monthly Service Quality Failures Are Underlined

Verizon and Frontier Illinois Service Quality
Part 730.510(b)(1) - Business Office Answer Time
Standard - 60 Seconds

| | July 2008 | Aug. 2008 | Sep. 2008 | Oct. 2008 | Nov. 2008 | Dec. 2008 | Jan. 2009 | Feb. 2009 | Mar. 2009 | Apr. 2009 | May 2009 | June 2009 | July 2009 | Aug. 2009 | Sep. 2009 |
|-------------------------|------------|------------|------------|------------|-----------|------------|------------|------------|------------|-----------|----------|-----------|-----------|-----------|-----------|
| Verizon (North & South) | 47 | 34 | 52 | <u>61</u> | 79 | <u>101</u> | <u>309</u> | <u>174</u> | 55 | 51 | 48 | 48 | 36 | 46 | 45 |
| Frontier Citizens | <u>152</u> | <u>173</u> | <u>192</u> | <u>91</u> | 49 | <u>89</u> | <u>229</u> | <u>149</u> | <u>117</u> | 24 | 37 | 48 | 44 | 20 | 9 |
| Frontier DePue | <u>185</u> | <u>204</u> | <u>186</u> | <u>165</u> | <u>67</u> | <u>100</u> | <u>269</u> | <u>237</u> | <u>164</u> | 31 | 49 | 42 | 60 | 17 | 8 |
| Frontier Illinois | <u>185</u> | <u>204</u> | <u>186</u> | <u>165</u> | <u>67</u> | <u>100</u> | <u>269</u> | <u>237</u> | <u>164</u> | 31 | 49 | 42 | 60 | 17 | 8 |
| Frontier Lakeside | <u>185</u> | <u>204</u> | <u>186</u> | <u>165</u> | <u>67</u> | <u>100</u> | <u>269</u> | <u>237</u> | <u>164</u> | 31 | 49 | 42 | 60 | 17 | 8 |
| Frontier Mt. Pulaski | <u>185</u> | <u>204</u> | <u>186</u> | <u>165</u> | <u>67</u> | <u>100</u> | <u>269</u> | <u>237</u> | <u>164</u> | 31 | 49 | 42 | 60 | 17 | 8 |
| Frontier Orion | <u>185</u> | <u>204</u> | <u>186</u> | <u>165</u> | <u>67</u> | <u>100</u> | <u>269</u> | <u>237</u> | <u>164</u> | 31 | 49 | 42 | 60 | 17 | 8 |
| Frontier Midland | <u>185</u> | <u>204</u> | <u>186</u> | <u>165</u> | <u>67</u> | <u>100</u> | <u>269</u> | <u>237</u> | <u>164</u> | 31 | 49 | 42 | 60 | 17 | 8 |
| Frontier Prairie | <u>185</u> | <u>204</u> | <u>186</u> | <u>165</u> | <u>67</u> | <u>100</u> | <u>269</u> | <u>237</u> | <u>164</u> | 31 | 49 | 42 | 60 | 17 | 8 |
| Frontier Schuyler | <u>185</u> | <u>204</u> | <u>186</u> | <u>165</u> | <u>67</u> | <u>100</u> | <u>269</u> | <u>237</u> | <u>164</u> | 31 | 49 | 42 | 60 | 17 | 8 |

Monthly Service Quality Failures Are Underlined

Verizon and Frontier Illinois Service Quality
 Part 730.535 - Out of Service < 24 Hours
 Standard - 95%

| | July 2008 | Aug. 2008 | Sep. 2008 | Oct. 2008 | Nov. 2008 | Dec. 2008 | Jan. 2009 | Feb. 2009 | Mar. 2009 | Apr. 2009 | May 2009 | June 2009 | July 2009 | Aug. 2009 | Sep. 2009 |
|-------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Verizon (North & South) | 96 | <u>94</u> | 95 | 97 | 95 | 98 | <u>94</u> | 96 | 96 | 96 | <u>93</u> | 95 | 96 | 95 | 96 |
| Frontier Citizens | <u>77</u> | <u>83</u> | <u>84</u> | <u>89</u> | <u>93</u> | <u>89</u> | <u>92</u> | 95 | 98 | 97 | 96 | 95 | 97 | 97 | 97 |
| Frontier DePue | <u>75</u> | <u>50</u> | 100 | 100 | 100 | 100 | 100 | 100 | 100 | <u>92</u> | 100 | 100 | 100 | 100 | 100 |
| Frontier Illinois | 100 | <u>76</u> | <u>84</u> | <u>85</u> | <u>93</u> | <u>79</u> | <u>89</u> | <u>92</u> | <u>94</u> | <u>80</u> | 98 | <u>90</u> | 100 | <u>85</u> | <u>81</u> |
| Frontier Lakeside | 100 | <u>88</u> | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | <u>63</u> |
| Frontier Mt. Pulaski | <u>83</u> | 100 | 100 | <u>86</u> | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | <u>78</u> | 96 | 98 |
| Frontier Orion | 100 | 100 | <u>91</u> | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 90 | 100 | 100 |
| Frontier Midland | <u>68</u> | <u>87</u> | <u>73</u> | <u>67</u> | <u>93</u> | <u>94</u> | 96 | 100 | <u>93</u> | 98 | 100 | 97 | 100 | 100 | 100 |
| Frontier Prairie | <u>67</u> | 100 | <u>93</u> | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | <u>75</u> | 100 | <u>88</u> | <u>88</u> |
| Frontier Schuyler | <u>85</u> | <u>92</u> | 95 | 100 | <u>88</u> | 100 | 100 | 100 | <u>92</u> | 100 | 100 | 100 | 100 | <u>91</u> | 100 |

Monthly Service Quality Failures Are Underlined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Request Nos. 390-452

December 1, 2009

PUBLIC COUNSEL DATA REQUEST NO. 442

If this transaction is approved, what level of call center customer service performance will Frontier promise to deliver to its Washington customers?

Response:

Applicants assert Objection Nos. 3, 7, 8, 9, 10 and 12. Subject to and without waiver of the objections, Applicants respond as follows:

Frontier will meet service quality objectives as set forth in the Washington Administrative Code 480-120, which is accessible at <http://apps.leg.wa.gov/WAC/default.aspx?cite=480-120>. In particular, answer times are addressed in WAC 480-120-133.

Prepared By: Cassandra Guinness

Date: December 1, 2009

Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Request Nos. 390-452

December 1, 2009

PUBLIC COUNSEL DATA REQUEST NO. 443

Please refer to Exhibit No. ___ (BJG-10T), p. 13, line 13. Is Mr. Gregg's statement that "service quality in Verizon's Washington operations is unlikely to decline following the transfer to Frontier" a statement of his conclusion or a statement of an enforceable promise by Frontier?

Response:

Applicants assert Objection Nos. 3, 7, 8, 9, 10 and 12. Subject to and without waiver of the objections, Applicants respond as follows:

The cited statement is Mr. Gregg's opinion.

Prepared By: Cassandra Guinness

Date: December 1, 2009

Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Request Nos. 390-452

December 1, 2009

PUBLIC COUNSEL DATA REQUEST NO. 449

Please refer to Exhibit No. ___ (BJG-10T), p. 21, lines 9-10. Mr. Gregg concludes that he has “confidence that the same results will be achieved with the Frontier/Verizon transaction.”

- a. Regarding the “same results” that Mr. Gregg refers to, what criteria and performance standards did he have in mind when making this prediction?
- b. Does Mr. Gregg personally bear any risk that his prediction will not occur?
- c. Does Mr. Gregg agree that it is the Washington customers who bear the risk that the “same results” will not occur?

Response:

Applicants assert Objection Nos. 3, 7, 8, 9, 11 and 12. Subject to and without waiver of the objections, Applicants respond as follows:

- a. Based on his experience with Frontier and Frontier’s billing and support system transitions in other states, Mr. Gregg is expressing an opinion that Frontier will be able to complete the transition in Washington without material adverse impact on customers.
- b. Like all the expert witnesses testifying in this proceeding, the risk that Mr. Gregg bears is to his personal and professional reputation.
- c. Washington customers, Washington telecommunications providers and the Commission will continue to bear risks just as they do today.

Prepared By: Cassandra Guinness

Date: December 1, 2009

Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Request Nos. 390-452

December 1, 2009

PUBLIC COUNSEL DATA REQUEST NO. 450

With regard to the promise to retain the current Service Performance Guarantee (SPG) as in Verizon's tariffs, please identify how that program will track, monitor, or assure system-wide customer service quality with respect to Frontier's:

- a. Call center performance;
- b. Accurate and timely billing;
- c. Trouble Report Rate; and,
- d. Customer complaint levels.

Response:

Applicants assert Objection Nos. 3, 7, 8, 9, 10 and 12. Subject to and without waiver of the objections, Applicants respond as follows:

The system that currently tracks and monitor customer service quality with respect to trouble report rates will be replicated. The process will remain the same. Call center performance, accurate and timely billing and customer complaint levels will be incorporated into the existing Frontier processes. Frontier currently monitors all of these customer service quality metrics for each of its states.

Prepared By: Cassandra Guinness

Date: December 1, 2009

Witness: To be determined

Docket No. UT-090842

Verizon and Frontier Responses to Public Counsel Data Request Nos. 390-452

December 1, 2009

PUBLIC COUNSEL DATA REQUEST NO. 452

Please identify any specific service quality performance standard as recommended by Ms. Alexander that Mr. Gregg has concluded is not capable of being met by Frontier if this transaction is approved. Provide the basis for your conclusion.

Response:

Applicants assert Objection Nos. 3, 7, 8, 9 and 12. Subject to and without waiver of the objections, Applicants respond as follows:

Mr. Gregg assumes that Frontier will meet whatever reasonable service quality standards are established by the Commission.

Prepared By: Cassandra Guinness

Date: December 1, 2009

Witness: To be determined



[Español](#)

Customize Your Services

Select Services

Customize

Review Order

Checkout

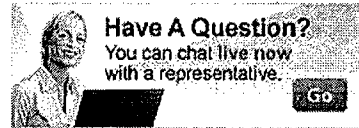
Internet

Get Started: Customize Your Internet Service

Your High Speed Internet Plan

Select the plan and speed that works for you

[Help me choose](#)



Select Plan

Monthly Price

Annual Plans

Starter Plan
 Up to 1 Mbps/384 Kbps
 For light Internet use like browsing & shopping online and sending email & photos. PLUS low rates locked in for 12 months.
[Learn more](#)

\$19.99

Special Offer: Order online and get a FREE modem - a \$40 value!

Power Plan
 Up to 3 Mbps/768 Kbps
 For moderate Internet use like playing games online and downloading songs & movies. PLUS low rates locked in for 12 months.
[Learn more](#)

\$29.99

Special Offer: Order online and get a FREE modem - a \$40 value!

[Hide Annual Plans](#)

Show More Speed/Plan Options

Month-to-Month Plans

Month-to-Month Power Plan
 Up to 3 Mbps/768 Kbps
 For moderate Internet use like playing games online and downloading songs & movies
[Learn more](#)

\$42.99

Special Offer: Order online and get a FREE modem - a \$40 value!

[Hide Month-to-Month Plans](#)

No thanks. I decided not to add High Speed Internet to my order.

Order Summary

Monthly Charges

| Service | Monthly Price |
|----------------------------|---------------|
| - Internet | \$0.00 |
| Total Monthly Price | \$0.00 |

One-Time Charges

| Service | One-Time Fee |
|----------------------------|---------------|
| - Internet | \$0.00 |
| Total One-Time Fee | \$0.00 |

[Hide Additional Speed/Plan Options](#)

Your High Speed Internet Equipment

| Select Equipment | Choose if you ... | One-Time Fee |
|--|---|--------------------|
| <input type="radio"/> Modem | Have 1 computer to connect to the Internet with no plans for a home network. | Add \$0.00 |
| <input type="radio"/> <u>Combined modem & wireless router</u> | Have several computers that will share a single Internet connection. Or, would like to have wireless access for laptop computers. | Add \$14.99 |
| <input type="radio"/> No Modem | Already have, or want to buy separately, a <u>compatible modem</u> | n/a |

Jack Installation

In order for your Internet modem to work, you must have wiring for local phone service and a jack installed in your home. [Find out if you need wiring or a jack](#)

| Select Plan | One-time Fee |
|--|---------------------|
| <input type="radio"/> Complete Jack Package Learn more | Add \$129.99 |
| <input type="radio"/> No wiring or jack needed | n/a |

Verizon High Speed Internet is provided by Verizon Online. Verizon High Speed Internet offers vary by location.

Offers available to new residential Verizon High Speed Internet customers and requires installation of new service. \$19.99/mo. rate available to new customers ordering up to 1 Mbps service online. \$29.99/mo. rate available to new customers ordering up to 3 Mbps service online. \$42.99/mo. rate available to new customers ordering up to 7.1 Mbps service online. One year commitment required. \$79 early termination fee applies. Rate may increase after first year. One-time shipping and activation charge of \$19.99 applies. Valid through 1/16/10.

Service provisioned will be up to 768 Kbps, 1.Mbps, 1.5 Mbps, 3 Mbps, 5 Mbps or 7.1 Mbps based on Verizon line qualification requirements and package selected. Speeds and service availability vary. Availability subject to final confirmation by Verizon. If you are not completely satisfied, you may cancel your service within 30 days of your service-ready-date, return all equipment provided to you by Verizon and receive a refund for any charges you have paid to Verizon. Minimum system requirements apply. Only Web based features of Verizon Yahoo! are Macintosh® compatible. Software for Verizon High Speed Internet with Windows Live is not Macintosh® compatible. TrueSwitchSM services provided by Esaya, Inc. and available to Windowsr PC users only. Home networking bandwidth shared by multiple users; simultaneous usage may affect individual user's throughput speed. Home networking may require wireless adapters and Wi-Fi cards (sold separately). Equipment is new or fully inspected, tested and warranted return unit. Additional charges, taxes and terms apply. © 2009 Verizon.



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**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 19th day of December, 2008.

CASE NO. 08-0761-T-GI

VERIZON WEST VIRGINIA INC., a public utility,
Charleston, Kanawha County.

Investigation into Quality of Service.

COMMISSION ORDER

The Commission approves a new Retail Service Quality Plan ("Plan") that was proposed to settle this matter and cancels a hearing scheduled in January 2009, all under the terms and conditions of the Plan and this order.

The Commission expects Verizon West Virginia Inc., as it has repeatedly promised in its pleadings, to immediately begin implementing the changes necessary to meet the improved customer service standards that appear in the Plan. The Commission has received considerable public comment that was highly critical of the quality of telephone service provided by Verizon, and the Commission expects Verizon to achieve the agreed standards in the Plan, which include Verizon supplementing its installation and maintenance force by at least 49 technicians through at least June 2009.

Because so many concerns were raised regarding Verizon's quality of service in this and other proceedings and because Verizon has agreed to supplement its work force at least through June 1, 2009, the Commission is scheduling a progress hearing in May 2009 to consider whether the quality of service is improving as expected. The Plan also requires Verizon to make regular progress reports and if those reports reflect that Verizon is meeting the promised standards, the Commission will consider cancelling the May 2009 progress hearing.

BACKGROUND

On May 12, 2008, the Consumer Advocate Division (CAD) of the Public Service Commission of West Virginia and Commission Staff jointly petitioned for a general investigation, pursuant to W. Va. Code §§ 24-2-2(a) and 24-2-7(a), into the quality of service provided by Verizon West Virginia Inc., the state's largest provider of retail and wholesale telecommunications services. Staff and CAD alleged that the number of informal and formal

complaints filed about Verizon's quality of service has been increasing since 2001. Joint Petition pp. 4-5, 8-9. They also alleged that the Commission dismissed a 2006 petition for a general investigation into Verizon's service quality because Verizon promised to take certain actions to improve its service, but that Verizon has not performed as it promised. *Id.* pp. 11-12, citing Comm'n O. p. 17, Verizon, Case No. 06- 1284-T-P (Jan. 29, 2007). In the order dismissing the 2006 proceeding, the Commission advised that "a general investigation may be later instituted, should Verizon's service quality levels deteriorate."

On June 30, 2008, the Commission opened this general investigation into the quality of service provided by Verizon. To date, the case file contains several petitions and about 60 letters, containing nearly 200 signatures in total, reflecting a multitude of quality of service issues.

On July 30, 2008, the Commission conducted a pre-hearing conference, and the parties advised that they were negotiating a possible settlement of this matter. On August 8, 2008, the Commission adopted a procedural schedule, setting deadlines for initial and final settlement reports, discovery and pre-filed testimony, in preparation for a hearing beginning on January 14, 2009, if necessary.

On November 21, 2008, Verizon, Staff and CAD advised that they had reached an agreement settling their disputed positions and they had distributed the settlement proposal to FiberNet, LLC, Citynet West Virginia, LLC and the Communications Workers of America, who provided written comments, concerns and/or objections to various provisions. Verizon, Staff and CAD asked the Commission to revise the procedural schedule to accommodate further discussions to see if the issues could be resolved or at least narrowed before the Plan is submitted to the Commission. Joint Motion pp. 1-2.

On December 9, 2008, Verizon, Staff and CAD filed a Joint Stipulation and a Joint Petition seeking approval of the Joint Stipulation. Petition p. 1. They advised that Verizon revised the Plan regarding work force additions and made certain commitments to Citynet, FiberNet and the Communications Workers, who agreed not to oppose Commission approval of the Plan. *Id.* pp. 4-5.

Under the Plan, which will be in effect through at least July 1, 2011, Verizon agreed to meet several service quality standards and metrics. For instance, Verizon agreed to clear 75 percent of out-of-service troubles within 48 hours by July 1, 2009; 80% within 48 hours by July 1, 2010; and 85% within 48 hours by January 1, 2011. When telephone service has been affected but is not out of service, Verizon agreed to clear 70% of those trouble reports within 72 hours by July 1, 2009; 75% within 72 hours by July 1, 2010; and 80% within 72 hours by January 1, 2011. Joint Petition p. 2 & Retail Service Quality Plan p. 2 (attached to Joint Stipulation.)

Furthermore, Verizon agreed to meet 74% of the dates and times for customer repair appointments for network troubles by July 1, 2009; 76% by July 1, 2010; and 78% by January 1, 2011. Id. Verizon agreed to achieve a 19% level of repeat trouble reports for network repairs by July 1, 2009. Id. Verizon also agreed to provide a \$25 credit on customer bills if it misses a repair appointment, unless Verizon provides notice to the customer by 8 p.m. on the day before the scheduled appointment. Verizon will continue to offer existing bill credits for service interruptions and agreed to enhance those credits beginning January 1, 2010. Id.

Verizon agreed to provide monthly reports to CAD and Staff for one year and quarterly reports thereafter on how quickly it clears trouble reports; how many repair appointments were met, customer credits were issued, and trouble reports were repeated; when installations were completed; and the answer times for repair calls. Id.

In addition, Verizon agreed to, upon final Commission order approving the Joint Stipulation, a) take immediate action to supplement its West Virginia installation and maintenance force by an estimated 49 technicians through at least June 2009; b) assign an operations manager at the director level, who, during at least that period, will be specifically accountable for ensuring compliance with the Joint Stipulation; and c) invest an estimated additional \$11 million in infrastructure improvements. Id.

CAD, Staff and Verizon asserted that the Plan is reasonable and in the public interest because it will bring immediate, substantial benefits to Verizon's West Virginia customers in terms of new investment and additional installation and repair force; it establishes objective metrics for Verizon's performance; and it provides immediate customer credits for missed repair appointments, and after the initial surge of new investment, it provides for enhanced customer credits for customers who experience out of service or service affecting trouble with their Verizon service. Joint Petition p. 4. They also asserted that the Plan offers a reasonable compromise in a proceeding that has been, and likely would continue to be, the subject of extensive discovery and litigation. Most importantly, they argued that the Plan provides a reasonable solution to the issues raised in the Joint Petition. Id.

On December 17, 2008, the Communication Workers filed comments. In preparation for filing testimony, the CWA surveyed the outside technical personnel and maintenance administrators at the Verizon repair centers, and their responses indicated that the Verizon employees who maintain the outside plant and work to improve the quality of service are concerned that there are insufficient personnel, tools and funds to do quality work. Comments pp. 1-4. Although the CWA agreed not to oppose Commission approval of the Plan, the union nonetheless wanted to provide the Commission with comments and information from its members who perform the services at issue in this case. Id. p. 1. The CWA hopes that the Plan is a first step in a sustained effort to improve the quality of service to West Virginia customers. Id. p. 4.

Later on December 17, 2008, Verizon responded that the anonymous statements made in the CWA's comments require no response. Verizon asserted it was committed to meeting the service requirements in the Plan and urged the Commission to cancel the hearing and approve the Stipulation without delay, so that Verizon can focus on improving service for customers as. Ltr. p. 1.

DISCUSSION

Throughout this proceeding, the Commission has encouraged the parties to reach an agreement whereby Verizon could immediately begin the work to improve the quality of service that its customers receive, instead of devoting attention and resources to litigating a complex proceeding. The proposed Plan provides objective metrics to measure Verizon's performance, regular progress reports, \$11 million in new investment, additional workers to perform installation and repair services, immediate customer credits for missed repair appointments, and after the initial surge of new investment, enhanced customer credits for customers who experience trouble with their Verizon service. We conclude that the proposed Plan meets the Commission's objectives in this matter, is in the public interest and should be approved.

Because the parties have reached an agreement, the Commission will cancel the hearing scheduled to begin on January 14, 2009.

Because Verizon has firmly committed to bring in additional workers at least through June 2009 to resolve the multitude of service issues being addressed in this matter, the Commission is scheduling a progress hearing on May 11, 2009.

We do not prejudge whether Verizon will be able to meet the service metrics in the agreed Plan. Thus, on or before April 27, 2009, the Commission will receive comments from the stipulating parties on whether the progress hearing should be cancelled. Verizon may respond to any such comments on or before May 4, 2009. The Commission wishes to make clear that the scheduling of this progress hearing does not in any way limit the Commission's approval of the Plan or affect Verizon's responsibilities to perform under the Plan.

FINDINGS OF FACT

1. On June 30, 2008, the Commission opened this general investigation into the quality of service provided by Verizon.
2. On December 9, 2008, Verizon, Staff and CAD filed a Joint Stipulation and a Joint Petition seeking approval of a settlement in this case. Petition p. 1. Citynet, FiberNet and the Communications Workers do not oppose Commission approval of the Plan. Joint Petition pp. 4-5.

CONCLUSIONS OF LAW

1. The proposed Plan provides objective metrics to measure Verizon's performance, regular progress reports, \$11 million in new investment, additional workers to perform installation and repair services, immediate customer credits for missed repair appointments, and after the initial surge of new investment, enhanced customer credits for customers who experience trouble with their Verizon service. We conclude that the proposed Plan meets the Commission's objectives in this matter, is in the public interest and should be approved.

2. Because the parties have reached an agreement, the Commission will cancel the hearing scheduled to begin on January 14, 2009.

3. A progress hearing should be scheduled in this case.

ORDER

IT IS THEREFORE ORDERED that the Retail Service Quality Plan attached as Appendix A is approved. Verizon shall immediately begin performing under the Retail Service Quality Plan.

IT IS FURTHER ORDERED that the hearing scheduled to begin on January 14, 2009, is cancelled.

IT IS FURTHER ORDERED that a progress hearing is scheduled for 9:30 a.m. Monday, May 11, 2009, in the Howard M. Cunningham Hearing Room at the Commission's headquarters, 201 Brooks Street, Charleston, West Virginia.

IT IS FURTHER ORDERED that on or before April 27, 2009, the Commission would receive comments from the stipulating parties on whether the progress hearing should be cancelled. Verizon may respond to any such comments on or before May 4, 2009.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery.

A True Copy, Teste:


Sandra Squire
Executive Secretary

CLW/sek
080761cg.wpd

APPENDIX A

Verizon West Virginia Inc. Retail Service Quality Plan

DECEMBER 9, 2008

Introduction and Definitions

Verizon West Virginia Inc., the Consumer Advocate Division of the Public Service Commission of West Virginia and the Staff of the Public Service Commission of West Virginia hereby agree to this Retail Service Quality Plan for Verizon West Virginia Inc. This Plan applies to retail basic local exchange service provided by Verizon West Virginia Inc. to residential and small business customers in West Virginia.

For purposes of this Plan, the following definitions apply:

- (1) "Appointment" means an agreed-upon arrangement between a customer and Verizon WV to physically meet at a specific time and place.
- (2) "Basic local exchange service" has the same meaning as provided for in the Commission's *Rules and Regulations for the Government of Telephone Utilities*, C.S.R. § 150-6-1.7.c.
- (3) "CAD" means the Consumer Advocate Division of the Public Service Commission of West Virginia.
- (4) "Cleared" means actual restoration of service in the case of out-of-service troubles, or restoration of service without any service-related condition that impairs the customer's ability to communicate via telephonic transmission in the case of service-affecting troubles. In no event shall "cleared" include the closing of trouble tickets where service has not actually been restored.
- (5) "Commission" means the Public Service Commission of West Virginia.
- (6) "Commitment" means an affirmative pledge or promise communicated by Verizon WV to commence, by a given time and date, either: (1) an outside repair on equipment on Verizon WV's side of the network interface device; or (2) installation of facilities necessary to establish basic local exchange service at the customer's premises. For an appointment, the date of the commitment is the date of the appointment.
- (7) "Consumer" means one who ultimately uses or consumes a service.
- (8) "Customer" means any person, firm, partnership, corporation, municipality, cooperative organization, government agency, etc. that agrees to purchase telecommunications

service and is responsible for paying charges and for complying with the rules and regulations of the telecommunications provider.

(9) "Out of service" or "OOS" means the customer's inability to communicate via telephonic transmission, due to a service-related interruption in Verizon WV's network.

(10) "Plant" means all equipment used by Verizon WV in providing telecommunications services, usually classified as outside or inside plant.

(11) "Residential service" means a telecommunications service where the primary use of the service is of a domestic nature and where the business use, if any, is merely incidental.

(12) "Service affecting trouble" or "AS" means any service-related condition in Verizon WV's network that impairs the customer's ability to communicate via telephonic transmission.

(13) "Small business" means mass market nonresidential service customers, and excludes large business or governmental customers whose services are provided under individual term contracts with Verizon WV.

(14) "Staff" means the Staff of the Public Service Commission of West Virginia.

(15) "Trouble report" means a report, communicated to Verizon WV through normal channels, from a consumer of telecommunications service concerning or relating to the alleged malfunction, defectiveness, or improper operation of equipment or plant or such a report similarly communicated to Verizon WV by any employee, the Commission or any other agency or body.

(16) "Verizon WV" means Verizon West Virginia Inc., as well as any parent, affiliate, subsidiary, division or other legal or natural person, acting or purporting to act on Verizon WV's behalf.

(17) "Wire center" means the wire center (identified by 8-digit CLLI Code and location name) out of which basic local exchange service is provided to the customer.

A. Service Quality Standards and Metrics

During the term of this Plan, Verizon WV agrees to meet the following service quality standards and metrics:

1. Out of Service (OOS) Troubles*

* The following exclusions apply to the OOS and AS metrics in Section A, but not to the calculation of the number of days applicable to customer credits provided for in Section B: Saturdays, Sundays and Holidays. In addition, the following exclusion applies to OOS and AS metrics and to customer credits: dates that have been agreed to by

Benchmark Milestones:

75% OOS Cleared in 48 Hours – achieved by 7/1/09
80% OOS Cleared in 48 Hours – achieved by 7/1/10
85% OOS Cleared in 48 Hours – achieved by 1/1/11

2. Service Affecting (AS)*

Benchmark Milestones:

70% AS cleared in <72 Hours – achieved by 7/1/09
75% AS cleared in <72 Hours – achieved by 7/1/10
80% AS cleared in <72 Hours – achieved by 1/1/11

3. Repair Appointments Met**

Repair Appointments Met: measures the percent of customer repair appointments that are met by the commitment date and time

Benchmark Milestones:

74% Network Troubles Repair commitment dates met – achieved by 7/1/09
76% Network Troubles Repair commitment dates met – achieved by 7/1/10
78% Network Troubles Repair commitment dates met – achieved by 1/1/11

4. Repeat Troubles

Repeat Reports: measures the percent of network repair reports that repeat within 30 days.

Benchmark: 19% Repeat Trouble Reports within 30 days – achieved by 7/1/09.

B. Customer Credits*

During the term of this Plan, Verizon WV agrees to apply the following customer credits:

1. Beginning as soon as the required system changes can be implemented but no later than ninety days following Commission approval of a settlement:

(a) Missed Repair Appointment without contact by 8 pm prior day - \$25.**

customers that are beyond the stated criteria. Verizon-WV must maintain records documenting each instance falling under these exclusions, and upon request supply a summary of such instances to CAD and Staff on a periodic basis.

** Contact includes Verizon WV calling the can-be-reached number provided by the customer, either with a live agent or an automated caller, and either reaching a live adult or an answering device. A missed appointment would not include "No Access," i.e., Verizon WV's technician arrives at a customer's premises within the commitment period and a customer is not there.

(b) Customer "Allowance for Interruptions" pursuant to Verizon WV's tariff (PSC-WV-No. 201, Sec. 1.D.4) applies until January 1, 2010.

2. Beginning January 1, 2010:

(a) Verizon WV will continue the above credit for Missed Repair Appointment without contact by 8 pm prior day of \$25.**

(b) Verizon WV will file a tariff by no later than December 1, 2009, with a proposed effective date of January 1, 2010, to delete the portion of its tariff providing for credits for OOS ("Allowance for Interruptions") referencing the Commission Order approving the parties' settlement in this proceeding and setting forth the following customer credits.

OOS ≥ 72 Hours but < 96 Hours – \$10
OOS in ≥ 96 Hours but <120 Hours – \$15
OOS ≥ 120 hours - \$15 + \$5 for each 24 Hours thereafter
AS ≥120 Hours but <144 Hours - \$10
AS ≥ 144 Hours - \$10 + \$5 for each 24 Hours thereafter

Verizon WV will administer the above customer credit program consistent with the administration of its current tariff. That is, Verizon WV must know that the customer is out of service, has a service affecting condition or other condition that entitles the customer to a credit, which generally requires a trouble report by the customer or a customer call to Verizon WV's repair center, or an employee reported trouble report referencing the customer's number. Provided that Verizon WV is provided with such notice, customers need not ask Verizon WV for the applicable credit in order to receive it.

In addition, under no circumstances may a customer receive a total credit in any month greater than the monthly recurring charges payable by the customer for services regulated by the Public Service Commission of West Virginia.

C. Reporting

On a monthly basis for one year, and quarterly afterwards, Verizon WV will provide the following reporting to CAD and Staff:

OOS <24h; <48h; <72h; <96h; ≥96h ***
AS <24h; <48h; <72h; <96h; ≥96h
Repair Appointments Met
Report Customer Credits
Troubles and Repeats within 30 days

*** Verizon-WV shall provide reports for OOS and AS metrics in two formats, one with the exclusions referenced in the footnote on pages 2 and 3 and another format without the exclusions referenced in that footnote.

Installations completed <5 days, <7 days, <10 days
Business/Repair Office calls received, answered and answer time.

Verizon WV will, to the extent possible, respond to special requests by Staff or CAD for data on a Density Cell basis.

D. Staff/CAD's ability to seek penalties under current law.

This Plan does not prevent CAD or Staff from seeking penalties under state law if they believe Verizon WV has displayed a pattern of violations of this Plan.

E. Term of Plan.

This Plan shall extend through July 1, 2011, and thereafter until such time as any Party hereto gives six months' written notice to the other parties and the Commission that this Plan is to be terminated without further action by the Parties or the Commission; provided, however, that Verizon WV may give such notice only if it has met the metrics under Section A in nine (9) of the previous twelve (12) months, and its performance on any missed metrics was within ten percent (10%) of the metric standard.

F. Technician and Capital Commitments.

Verizon WV will, upon final Commission order approving this Joint Stipulation (1) take immediate action to supplement its West Virginia installation and maintenance ("I&M") force by an estimated 49 technicians (who may include temporary or permanent transfers) through at least June 2009; (2) assign an operations manager at the director level, who, during at least that period, will be specifically accountable for ensuring compliance with this Joint Stipulation; and (3) invest an estimated additional \$11 million in infrastructure improvements; Provided, however, that the performance standards, customer credits and reporting obligations set forth in Sections A -C shall apply irrespective of the investments referenced in this Section.

G. Causes Beyond Verizon WV's Control.

Verizon-WV's compliance with the service quality performance standards or metrics set forth in Sections A - C of this Plan shall not include failures to meet any standard or metric as a result of the following:

a. A documented "emergency situation" that affects the area. A documented "emergency situation" includes the following:

(1) Acts of God, which are occurrences not preventable with reasonable care, skill or foresight but resulting from an unforeseeable natural cause, such as tornadoes, earthquakes, floods or fire;

(2) A declaration by the applicable State or federal governmental agency that the area served by Verizon WV is either a State or federal disaster area;

b. Intentional acts of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of Verizon WV;

c. Labor disputes or work stoppages that are ongoing at the time such standard or metric was not met, and for thirty days thereafter;

d. Intentional or negligent acts or omissions by the Verizon WV customer, or by third parties other than agents, employees or contractors of Verizon WV;

e. Malfunction of customer-owned telephone equipment or inside wiring; or

f. Verizon-WV's inability to gain access to the customer's premises where necessary to restore service due to the customer missing a scheduled appointment

g. For purposes of this Section, an "emergency situation" is "documented" if it is supported by either:

(1) Reports from: (i) the National Weather Service; (ii) the National Oceanic and Atmospheric Administration; (iii) the United States Geological Survey; or (iv) any other federal, state, or local law enforcement or emergency response agency; or

(2) Photographs, videotape or other documentary evidence satisfactory to the CAD, Staff or the Commission supporting the fact of the emergency situation.

H. Other.

All Parties acknowledge that this Plan represents a negotiated compromise of opposing views and that the particular compromises reached here apply only to the unique circumstances of the West Virginia intrastate telecommunications market and its regulation by the Commission.

The Parties agree that each term of this Plan is an integral part of the whole. If this Plan is not accepted in full by the Commission, each Party reserves the right to oppose any aspect of this Plan, including those aspects which the Commission has accepted without modification.

The Parties agree to cooperate in good faith to obtain the Commission's approval of this Plan as soon as possible as a reasonable compromise and resolution of all matters at issue in this proceeding.

CONSUMER ADVOCATE DIVISION
 STATE OF WEST VIRGINIA
 PUBLIC SERVICE COMMISSION
 FRONTIER COMMUNICATIONS CORPORATION
 EIGHTH REQUEST FOR INFORMATION
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SERVICE QUALITY ("Q" SERIES)

Q54. Frontier's FCC Report 43-05, Table V, provides, in relevant part, the following information regarding Frontier's service quality in West Virginia:

| Report Number | COSA | Company | Row | Row Title | Y2008 Total (da) | Y2007 Total (da) | Y2006 Total (da) |
|---------------|------|--|-----|------------------------------|------------------|------------------|------------------|
| 4305 | CTCW | Citizens WV - Rural | 330 | Residential Access Lines | 29,246 | 29,554 | 31,095 |
| 4305 | CTCW | Citizens WV - Rural | 331 | Federal Complaints-Residence | 1 | 1 | 2 |
| 4305 | CTCW | Citizens WV - Rural | 332 | State Complaints-Residence | 0 | 0 | 66 |
| 4305 | CTCW | Citizens WV - Urban | 330 | Residential Access Lines | 58,442 | 60,246 | 64,438 |
| 4305 | CTCW | Citizens WV - Urban | 331 | Federal Complaints-Residence | 11 | 6 | 4 |
| 4305 | CTCW | Citizens WV - Urban | 332 | State Complaints-Residence | 0 | 2 | 88 |
| 4305 | CTCW | Citizens Mountain State Tel of West Virginia | 330 | Residential Access Lines | 21,496 | 21,730 | 18,630 |
| 4305 | CTCW | Citizens Mountain State Tel of West Virginia | 331 | Federal Complaints-Residence | 1 | 0 | 0 |
| 4305 | CTCW | Citizens Mountain State Tel of West Virginia | 332 | State Complaints-Residence | 0 | 0 | 40 |

With regard to the foregoing Table V and data set forth therein:

- (a) Explain the differences between the Frontier entities identified in Table V (*i.e.*, CTCW, CTGW and CTMW), including the study areas and wire centers (including CLLI Code Identifier) associated with each entity's service territory;
- (b) Explain fully and in detail the basis upon which Citizens WV (COSA = CTCW) reported 0 ("zero") residential state complaints for years 2007 and 2008, compared to 66 residential state complaints for year 2006;
- (c) Explain fully and in detail the basis upon which Citizens WV (COSA = CTGW) reported 0 ("zero") and 2 ("two") residential state complaints for

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years 2007 and 2008, respectively, compared to 88 residential state complaints for year 2006; and.

- (d) Explain fully and in detail the basis upon which Citizens Mountain State Tel of West Virginia (COSA = CTMW) reported 0 (“zero”) residential state complaints for years 2007 and 2008, compared to 40 residential state complaints for year 2006;
- (e) Explain the criteria utilized by Frontier in defining “Federal Complaints – Residence”;
- (f) Explain the criteria utilized by Frontier in defining “State Complaints – Residence.”

RESPONSE: Without limitation of its other General Objections, please see, in particular, Frontier’s General Objection Nos. 3, 7, 8, 12 and 14. Subject to and without waiver of its general and specific objections, Frontier responds as follows:

- (a) Please see attachment “WV CAD Set8 FROQ54 study area CONFIDENTIAL.pdf”.
- (b) Prior to year 2007, Citizens was reporting informal complaints. In 2007 and 2008, the company reported formal complaints.
- (c) Please see response to b).
- (d) Please see response to b).
- (e) Frontier refers to complaints to the FCC provided to Frontier.
- (f) Frontier refers to formal customer complaints to the appropriate state regulatory authority.

Frontier Communications Corporation
CWA Set 3 Data Request Nos. 1-55, August 26, 2009

Question #10:

Re: page 7, line 4. As broadband is used in the referenced testimony and as it is used throughout the testimony, please specify the minimum download and the minimum upload speeds that broadband connotes.

Answer:

Applicants assert Objection Nos. 3, 7 and 12.

In general, Frontier uses the FCC's definition of broadband which for purposes of the 477 Report requires "wired lines" that enable the end user to receive information from and/or send information to the Internet at information transfer rates exceeding 200 kbps in at least one direction. In its West Virginia service territory, Frontier offers 3 levels of High-Speed Internet service: up to 256kbps download/128kbps upload; up to 1M download/200kbps upload; up to 3M download/200kbps upload

PREPARED DIRECT TESTIMONY OF

BILLY JACK GREGG

BILLY JACK GREGG UNIVERSAL CONSULTING

ON BEHALF OF

FRONTIER COMMUNICATIONS CORPORATION

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1 manage the integration of new customers on numerous occasions.

2

3 Q. HOW DO VERIZON AND FRONTIER PROPOSE TO TRANSITION BILLING?

4 A. In 13 out of the 14 states in which Frontier is acquiring access lines from Verizon,
5 Frontier will simply take over the existing billing system. Except for an eventual change
6 in the name of the billing entity, not much else will be different. However, in West
7 Virginia customers will have to be transitioned from Verizon's existing billing system to
8 Frontier's existing billing system.

9

10 Q. DO YOU FORESEE ANY PROBLEMS AS A RESULT OF INCORPORATING
11 VERIZON'S WEST VIRGINIA CUSTOMERS INTO FRONTIER'S BILLING
12 SYSTEM?

13 A. This is certainly an area that requires careful planning. Frontier officials have told me
14 that Frontier converted five separate legacy billing systems into a single unified billing
15 system, the same system that is in use today for Frontier's West Virginia customers. This
16 system is scalable; in other words, it can grow to accommodate ever larger numbers of
17 customers. Frontier's billing system has already successfully integrated Frontier's recent
18 acquisition of Commonwealth Telephone's 420,000 access lines, and in 2008 added
19 500,000 access lines served by Rochester Telephone. While it appears that Frontier has
20 the ability and experience to successfully integrate Verizon West Virginia customers into
21 Frontier's existing billing system, this is an area that should merit special scrutiny from
22 the Commission to ensure that no problems arise.