BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Joint Application of Verizon Communications Inc. and Frontier Communications Corporation For An Order Declining to Assert Jurisdiction Over, or, in the Alternative, Approving the Indirect Transfer of Control of Verizon Northwest Inc.	DOCKET NO. UT-090842 SETTLEMENT AGREEMENT

1 This Agreement ("Agreement") is entered into between Verizon Communications Inc. ("Verizon"), Frontier Communications Corporation ("Frontier"), and the Staff of the Washington Utilities and Transportation Commission ("Staff") (collectively "Parties" or individually a "Party").

A. Background

2 On May 29, 2009, the Applicants filed a Joint Application for an Order Declining to Assert Jurisdiction Over, or, in the Alternative, Approving the Indirect Transfer of Control of Verizon Northwest Inc. ("Application"). The Applicants submitted testimony on July 6, 2009 and November 19, 2009, and the Staff submitted testimony on November 3, 2009. In its testimony, Staff raised a number of issues in connection with the proposed transaction. The Parties subsequently engaged in settlement discussions, and now enter voluntarily into this Agreement to resolve all issues among them in the proceeding and to expedite the orderly disposition of this proceeding.

B. Nature of Agreement

3 This Agreement is a "Multiparty Settlement" within the meaning of WAC 480-07-730(3), and the Parties agree that the Agreement is in the public interest and should be accepted in resolution of all issues in this docket. The Parties understand that this Agreement is subject to Commission approval and that any parties opposed to the Commission's adoption of this proposed settlement retain certain rights under WAC 480-07-740(2)(c).

C. Positions Are Not Conceded

4 In reaching this Agreement, no Party necessarily accedes to any particular argument made by any other Party.

D. Agreement Subject to Commission Approval.

5 The Parties understand and agree that this Agreement in no manner binds the Commission in ruling on the pending proceeding until such a time as the Commission approves the Agreement. The Agreement is expressly subject to Commission approval except for Sections I and J below.

E. Agreed Conditions on Approval of the Transaction

6 The conditions agreed upon by the Parties are set forth in Attachment 1 to this Agreement. All conditions in Attachment 1 apply for three years following closing of the proposed transaction unless otherwise specifically noted in the condition in Attachment 1.

F. Effective Date

7 The effective date of the Agreement is the date the Agreement is approved, without change, by Commission order. Notwithstanding the effective date of the Agreement as a whole, Sections I and J below, which require the Parties to support the Agreement before the Commission and govern publicity regarding the Agreement, are effective on the execution date of the Agreement. The execution date of the Agreement is the date of the latest signature.

8 If the Commission rejects the Agreement, the Agreement fails to take effect, and the parties respectfully request that the Commission will instead enter an order on all contested issues. In the event the Commission accepts the Agreement upon conditions not proposed herein, the procedures set forth in Section K below shall apply.

G. Filing of the Agreement

9 The Parties agree to use the following procedures to seek Commission approval of the Agreement. Staff will file this Agreement with the Commission on behalf of the Parties and the Parties will simultaneously file written testimony in support of the Agreement. The transmittal letter will recommend that the Commission accept the settlement as the complete and final resolution of all issues in the case.

H. Agreement Approval Procedures

10 The Parties understand the Commission has discretion, consistent with applicable law, to determine the appropriate procedures for determining whether it will approve this Agreement.

Pursuant to WAC 480-07-740(1), the Parties urge the Commission to approve the settlement no later than March 8, 2010.

I. Support of the Agreement

11 All Parties agree to use their best efforts to support the Agreement as a settlement of all contested issues in the pending proceeding. At a minimum, the Parties will provide supporting witnesses to sponsor the Agreement at a Commission hearing and recommend that the Commission issue an order adopting this Agreement as the resolution of this proceeding and to provide such other evidence or briefing that the Commission may require pursuant to WAC 480-07-740(2). No Party to this Agreement or their agents, employees, consultants or attorneys will engage in any advocacy contrary to the Commission's prompt consideration of this Agreement or support any other party's opposition to this Agreement.

J. Publicity

All Parties agree: (1) to provide all other Parties the right to review in advance of publication any and all announcements or news releases that any other Party intends to make about the Agreement (with the right of review to include a reasonable opportunity to request changes to the text of such announcements) and (2) to include in any news release or announcement a statement that the Agreement is subject to Commission approval and that the Commission Staff's recommendation to approve the settlement is not binding on the Commission itself.

K. Procedure if the Commission Provides Less Than Full Approval

12 In the event the Commission rejects or alters this Agreement, the Parties propose that the Commission decide all contested issues as explained in Sections F and G and issue a decision no later than March 8, 2010. In the event the Commission accepts the Agreement upon conditions not proposed herein, each Party reserves its right, upon written notice to the Commission and the parties within five (5) business days of the Commission's Order, to state its rejection of the conditions and withdrawal from the Agreement.

L. The Agreement as Precedent

13 The Parties have entered into this Agreement to avoid further expense, inconvenience, uncertainty and delay. Nothing in this Agreement (or any testimony, presentation or briefing supporting the Agreement) shall be asserted or deemed to mean that a Party agreed with or adopted another Party's legal or factual assertions in this proceeding. The limitations in this paragraph shall not apply to any proceeding to enforce the terms of this Agreement or any Commission order adopting this Agreement in full.

14 Because this Agreement represents a compromise position of the Parties, the Parties agree that no conduct, statements or documents disclosed in the negotiation of the Agreement shall be admissible as evidence in this or any other proceeding. This paragraph does not apply to non-privileged, publicly available documents.

M. Entire Agreement

15 The Parties acknowledge that this Agreement is the product of negotiations and compromise and shall not be construed against any Party on the basis that it was the drafter of any or all portions of this Agreement. This Agreement constitutes the Parties' entire agreement on all matters set forth herein, and it supersedes any and all prior oral and written understandings or agreements on such matters that previously existed or occurred in this proceeding, and no such prior understanding or agreement or related representations shall be relied upon by the Parties.

N. Integrated Agreement

16 The Parties recommend that the Commission approve this Agreement with no material changes. The Parties have agreed to this Agreement as an integrated document.

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// **O. Manner of Execution**

17 This Agreement is considered executed when all Parties sign the Agreement. A designated and authorized representative may sign the Agreement on a Party's behalf. The Parties may execute this Agreement in counterparts. If the Agreement is executed in counterparts, all counterparts shall constitute one agreement. A faxed signature page containing the signature of a Party is acceptable as an original signature page signed by that Party. Each Party shall indicate the date of its signature on the Agreement.

DATED this 11th day of December 2009

ROB MCKENNA
Attorney General

12-17-09

Jonathan Thompson
Assistant Attorney General
Counsel for WUTC Staff

VERIZON COMMUNICATIONS INC.

Gregory M. Romano
Attorney for Verizon

FRONTIER COMMUNICATIONS CORPORATION

Ken Mason
Vice President Government and Regulatory Affairs

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ATTACHMENT 1

Financial Conditions

1. For a period of five years from the date of close or until Frontier Communications Corporation ("Frontier" or "Applicant") debt is raised to investment grade by Standard and Poor's, Moody's or Fitch, whichever is earlier, Verizon Northwest, Inc., ("Verizon NW" or "Applicant"), which will be renamed Frontier Northwest, Inc. after the closing of the proposed transaction (hereinafter "Frontier NW"), must submit a quarterly report to the Commission listing the balance of the intercompany receivables and payables showing the beginning balance, the change for the quarter and the ending balance of those accounts. Frontier NW must also include in this quarterly report the dividend amount Frontier NW declares to be issued to Frontier, the parent. This report must also show the dividend payment by quarter Frontier, the parent, declares to be paid to its shareholders (in total and per share).

2. Frontier NW must petition under RCW 80.36.135 for an alternative form of regulation within five years after the transaction closes. The filing should contain a pro forma results of operations, cost of capital and a plan for an alternative form of regulation. The results of operations should utilize this Commission's format using a historical test period with restating and pro forma adjustments to the test period. Restating adjustments should remove non-recurring transactions recorded in the test period and pro forma adjustments should be made using the "known and measurable" standard. For this filing, the Frontier NW cost of capital shall be based upon "investment grade" debt and equity. Verizon NW currently enjoys an investment grade debt rating by the various agencies and Washington customers should not be required to bear higher capital costs due to Frontier's lower ratings in this filing.

3. Frontier NW must report to the Commission synergy savings resulting from the proposed transaction for each six-month period as well as year-to-date. The synergy savings report must include the accounts the synergies were recorded in for both Frontier and Frontier NW. The first report shall be filed six months after closing of the transaction and should identify the method Frontier and Frontier NW used to calculate the synergies. Any subsequent methodology change of the synergy calculation will be identified and reported by the company explaining the change and its affect on the previous calculations. This report will be completed every 6 months for the earlier of four years or until all the synergies from this transaction have been realized and shall also contain the following information:

a. Costs and projected savings of each respective activity on a Frontier total company basis;

b. Consolidation and organizational changes to network operations and staffing levels in Washington operations;

c. Impacts on Washington operations and customers.

4. Frontier and Frontier NW may not seek to recover from Washington ratepayers any separation, branding and transition costs. These costs will be borne by the Frontier stockholders. The types of costs in this category include but are not limited to, transaction costs (accounting, banker, legal advisor, investment banker, and other fees), severance costs, new employees employment costs, and the costs of developing and establishing the brand name. Frontier and Frontier NW will record these costs in separate subaccounts on the parent and the operating company's accounting records.

5. Frontier may not encumber the assets of Frontier NW.

6. Within 30 days after the close of the transaction, Frontier NW must notify Commission Staff of the Frontier post-transaction consolidated Net Debt/EBITDA and the price per share used to determine transaction shares and the calculation of the share price.

7. Frontier NW must report on an annual basis a summary of annual transactions of the calendar year between Frontier and its affiliates, on the one hand, and Verizon Communications, Inc. and its affiliates, on the other, that are related to transition services or other services provided by Verizon to Frontier associated with the transaction (including operations support system maintenance, etc.) in a format consistent with Exhibit 3.c of the Affiliated Interest and Subsidiary Transactions Report for Verizon Northwest Inc. (Washington) and Its Subsidiary Verizon West Coast under WAC 480-120-395. This reporting requirement will list the Verizon entity, services provided and the cost for each service. Frontier NW will report these costs for five (5) years following close of the transaction.

8. For all affiliated interest transaction filings under WAC 480-120-375, Frontier NW must:

a. Certify in the cover letter for the filing that the transaction complies with C.F.R. 41 § 32.27 ("Transactions with affiliates");

b. Determine that the cost of the transaction is reasonable and consistent with the public interest and upon request of the Commission Staff, Frontier NW will provide cost support documentation prior to the effective date.

9. The Applicants must immediately notify the Commission of any material change to the transaction terms and conditions from those set forth in their application that: (1) occurs while a commission order approving the transaction is pending, or (2) occurs before the transaction is closed but after the commission issues its order approving the transaction. The Applicants must also submit a supplemental application for an amended Commission order in this docket if the substantive transaction conditions and terms affecting Commission regulated services in Washington change as set forth in this condition.

10. Frontier NW must maintain its books to ensure it will continue to report Washington operations to the Commission consistent with the Washington specific data that is currently being reported by Verizon NW.

11. Frontier NW must hold retail and wholesale customers harmless for increases in overall management costs that result from the transaction.

12. No later than one year from the close of the transaction and until it applies for and has received an alternative form of regulation, Frontier NW must provide to the Commission reports containing the following:

a. A multi-year strategic plan that identifies the expected remaining life of all host and remote central office switches currently deployed in Frontier NW franchise areas in Washington and a proposed replacement plan for the switches, if any, so that Frontier NW will be able to meet the then current service standards under Washington statutes and rules. This plan should also contain information regarding Frontier NW's intent to deploy new technology (soft switch, voice over internet protocol, etc.).

b. An annual report detailing Washington capital expenditures concerning planned actions under subsection (a) above, including a comparison of the amount of planned Washington expenditures as a percentage of total system expenditures, and a comparison of the amount of capital expenditures per Washington access lines with the amount of capital expenditure per Frontier NW system-wide access lines.

DSL/Broadband Deployment

13. Frontier NW must expend approximately $40 million on broadband deployment (FiOS or FTTH is not defined as a broadband deployment for the purposes of this expenditure amount) in the Frontier NW territories in Washington by December 2014; provided, however, that Frontier NW must meet the broadband deployment commitments in paragraph 15 below without regard to the amount actually expended. Within 30 days of closing, Frontier NW must deposit in a bank account, escrow account or other account as approved by the Commission $40 million to fulfill the broadband commitment identified in paragraphs 13 through 18 (hereinafter "Account").

This Account must remain in place, retaining all deposited funds and interest thereon, until Frontier NW has met and completed, to the satisfaction of the Commission in its sole and reasonable discretion, the broadband commitment described herein.

Frontier NW may petition the Commission quarterly for reimbursement of expenditures incurred for broadband projects that have been completed and placed into service. To the extent that Frontier NW files the appropriate data confirming the broadband deployment expenditures with its petition for reimbursement, the Commission will use its best efforts to approve the release of funds from the Account to Frontier NW within thirty (30) days from the date of the filing seeking reimbursement. All administrative costs associated with the Account must be borne by Frontier NW. In the event that an institution acceptable to the Commission cannot be found to hold the Account, the parties must use their best efforts to find an acceptable alternative method of setting aside funds that will be an equivalent financial incentive to Frontier NW to meet this condition. Frontier commits that provisions of this paragraph will not diminish any inside or outside plant maintenance or investment expenditures in the Washington operations.

14. If Frontier NW determines that it is technically infeasible to fulfill one or more of the

broadband deployment objectives identified in paragraphs 15 through 18, Frontier NW must immediately (within 30 days of determining the technical infeasibility) submit to the Commission a detailed report identifying the technical or operation impediments and limitations that prevent fulfillment of the condition and propose an alternative broadband deployment plan that provides at least a similar level of public benefit. The Commission may accept the alternative plan or it may order a different broadband deployment plan to provide a similar level of public benefit as an alternative to satisfy this condition.

15. Frontier NW must deploy broadband service in not less than 95% (97 of the 102) of the Frontier NW Washington wire centers within two years of closing of the proposed transaction. In aggregate, Frontier NW must make available broadband services, such that by December 31, 2014, approximately 89% of the households within the current Verizon NW service area in Washington will be able to access Frontier NW broadband services. Specific requirements for currently un-served wire centers, under-served wire centers and all other wire centers are specified as follows:

	Un-Served Wire Centers (0% Availability)	Under-Served Wire Centers (0-50% Availability)	All Other Wire Centers (>50% Availability)	Total
Number of Wire Centers	REDACTED	REDACTED	REDACTED	REDACTED
Starting Point (Dec 2008 Data)	REDACTED	REDACTED	REDACTED	REDACTED
End of 2011	50% (each wire center)	50% (each wire center)	Flexible	80%
End of 2013	75% (aggregate)	85% (each wire center)	90% (aggregate)	88%
End of 2014	85% (aggregate)	85% (aggregate)	90% (aggregate)	89% (aggregate)

16. Frontier NW must make available retail broadband Internet access service with a download speed of 1.5 Mbps or higher and an uploading speed of 381 kbps or higher to 75% of the households in its service area by the end of 2011. The company must make available retail broadband Internet service with a downloading speed of 3 Mbps to 80% of households in its service area by the end of 2014.

17. Frontier NW must submit an initial plan for broadband deployment within 90 days of the transaction closing date. Frontier NW will consult with Commission Staff regarding the geographic scope of the broadband deployment (including the specific wire centers that will be included) and the timelines for its implementation. Frontier will use reasonable efforts to ensure that no wire center in the "> 50% availability" category remains substantially below the 90% aggregate broadband availability goal for that category of wire centers by the end of 2014. Frontier NW must file an annual progress report on broadband deployment with the Commission no later than May 1 of each succeeding year following the close of the merger until all goals specified in the approval order are achieved.. The annual report must contain information on a wire center basis as of December 31 of the previous year including:

- the total number of retail residential and business subscriber lines served by the company;
- the total number of retail residential and business subscriber lines served by the company;
- the number of broadband-capable subscriber lines by technology (DSL, FTTP and others);
- the number of broadband subscribers by technology, including both subscribers of stand-alone broadband services and subscribers of bundles that contain broadband services, and
- total expenditures associated with new broadband deployment in the previous calendar year by technology.

18. Frontier NW must make a stand-alone DSL offering available to consumers and continue to offer stand-alone DSL services at the current Verizon NW rates, terms and conditions for 12 months after the closing of the transaction.

Retail Service Quality:

19. Frontier NW must augment Verizon NW's Service Performance Guarantee (SPG) program that is currently being offered in its tariff to:

a. increase the missed commitment credit for residential customers from $25 to $35, and verbally notify customers of this credit offering at the time of the customer's order;
b. offer the customer alternative services for failure to deliver basic service on time; and
c. offer a flat-rate credit of $5 for out-of-service conditions greater than two days.

Frontier must report monthly, with its service quality report, the customer credits associated with the SPG.

Frontier NW may petition the Commission for the elimination of these conditions after 24 months.

20. For three years following the close of the transaction, if Frontier NW fails to meet any of the retail service quality metrics (a) through (f) set forth below, it must provide each of its customers a bill credit. The amount of the bill credit must be the same for each customer and the sum of all credits provided must be equal to the dollar amounts provided below in connection with each metric. Credit amounts may be accumulated over the course of a year for inclusion in an annual bill credit. The annual credit must be reflected on the earliest possible bill following the year in which Frontier NW failed to meet the standard.

a. The out-of-service interval (as described in WAC 480-120-440) must average no more than 24.0 hours. The customer credit due for each month in which the company fails to meet the standard is $100,000 divided by 12.

b. The other service interruption interval (as described in WAC 480-120-440) must average no more than 36.0 hours. The customer credit due for each month in which the company fails to meet the standard is $100,000 divided by 12.

c. Trouble reports (as defined by WAC 480-120-021) per 100 access lines must not exceed the standard in WAC 480-120-438. The customer credit due for each month, and each central office, in which the company fails to meet the standard is $100,000 divided by 12, divided by the total number of Frontier NW central offices in the state of Washington.

d. Out-of-service trouble reports per 100 access lines (as defined for ARMIS report 43-05) must not exceed 15.0 per year for Frontier NW's Washington operations. The customer credit due for each year in which the company fails to meet the standard is $100,000.

e. Answer time performance for the company's repair center must meet the standard in WAC 480-120-133. The customer credit due for each month in which the company fails to meet the standard is $100,000 divided by 12.

f. Answer time performance for the company's business office must meet the standard in WAC 480-120-133. The customer credit due for each month in which the company fails to meet the standard is $100,000 divided by 12.

In addition to the monthly standards and credits described above, Frontier NW must provide additional credits if it repeatedly fails to meet the above standards as measured on an annual basis. Specifically, if Frontier NW fails to meet a standard, as measured on an annual basis for two out of the three years, it must provide a credit of $100,000 in addition to the credits required for failure to meet the standard on a monthly basis. If Frontier NW fails to meet a standard as measured on an annual basis for all three of the years, it must provide an additional credit of $200,000. For purposes of determining whether Frontier NW has met a specific standard on an annual basis, Frontier NW's performance under the standards in (a), (b), (d), (e) and (f) will be measured on an annual average basis for the entire Frontier NW Washington service territory at the end of each year of the program. For purposes of the trouble report standard in (c) above, Frontier NW must have an annual average of 4.0 or less trouble reports per 100 access lines in 90% of its central offices in Washington.

21. Frontier NW must provide an annual report card of the above benchmarks to customers and the Commission. Frontier NW may not seek to recover customer payout credits identified in paragraph 19 and 20 in future rate cases. In addition, for any annual metrics that are missed by Frontier NW, Frontier NW will provide to the Commission a plan that addresses the steps to be taken by Frontier NW to address the missed metric.

22. Frontier NW agrees that the imputation associated with the spin-off of Verizon's yellow page business in Docket UT-061777 should also be imputed to Frontier NW.

Retail Services Rates

23. Frontier NW must cap the rates for Retail Flat and Measured Rate Residential Services (1FR and 1MR) at current levels for a minimum three (3) years, after the close of the transaction. Frontier NW may petition the Commission to seek recovery from the impact of exogenous events that materially impact the operations of the Verizon NW transferred exchanges, including but not limited to, orders of the Federal Communications Commission ("FCC") and this Commission (such as a generic intrastate access proceedings).

24. Frontier NW must continue to provide the so called "grandfathered" services that some existing Verizon NW customers were transitioned into when Verizon NW discontinued these services for new customers, for a minimum of six (6) months after completion of the transaction or until the company obtains Commission approval of similar services in the tariff, whichever occurs later.

25. Frontier NW must offer customers of Verizon intrastate long distance services and packages the option to change long distance carriers without incurring a Primary Interexchange Carrier ("PIC") charge for a minimum period of ninety (90) days after the completion of the transaction; and

26. Frontier NW must continue to offer and provide bundled services as offered by Verizon NW today for a minimum of twelve (12) months following the close of the transaction.

Operations Support Systems

27. Verizon must replicate the existing Verizon operations support systems, both retail and wholesale, and use these replicated systems for a minimum period of sixty days before the close date of this transaction.

a. Prior to going into production mode on the replicated systems, Verizon must share with Commission Staff: (i) the "Program Test Strategy" Plan to be used to review the replicated systems and (ii) results of pre-production functionality tests on the customer-affecting systems that serve retail telecommunications customers showing that any severity level 1 failures (defined as full service denials) have been resolved, along with validation by a third party reviewer that the results are accurate.

b. The third party reviewer of Washington results will be selected through the following process: (i) Verizon will provide Staff with a list of qualified firms independent from Verizon identifying any that may have been selected in other states; (ii) within five (5) business days of receiving the list, Staff will provide Verizon with a list of any of the listed firms that it reasonably believes to be acceptable and will attempt in good faith to coordinate its selection with other states that require a third party reviewer; and (iii) Verizon will select one of the firms identified by Staff (or in the event no such firms remain, Verizon will provide a new list to Staff and repeat the process in (i)-(ii)).

28. Frontier may not proceed with closing of the proposed transaction unless and until it has validated that the operational support systems ("OSS") are fully functioning and operational. Verizon must complete system testing and issue a report to the Commission validating that the OSS are operational in accordance with the terms of the merger agreement at least five days prior to close. Verizon must provide sixty days of retail service quality reports to Commission Staff at least five days prior to close on the following metrics:

(i) Installation Commitments - Percent of Commitments Met;

(ii) Network Trouble – Troubles per 100 Access Lines;

(iii) Repair - Percent of Out-of-Service Trouble Cleared in 48 Hours; and

(iv) Billing Error Complaints.

The reports must show that by the end of the production mode, there has been no material (i.e., of substantial import) degradation from benchmark quality of service data from 12 months prior to production mode on the replicated systems (using standard reporting procedures, including taking into account exogenous factors, such as weather or other natural disasters). Frontier will consider this data in the review that it performs to validate and confirm that the replicated systems are fully operational prior to closing.

29. If, within three years after the closing of the proposed transaction, Frontier NW plans to transition from any of the Verizon support systems to Frontier's legacy systems, or to any new systems, Frontier NW will prepare and submit a detailed operations support system integration plan to the Commission Staff. Frontier NW's integration plan will describe the operations support system to be replaced, the surviving operations support system, and why the change is being made. The operations support system integration plan will describe Frontier's previous experience with integrating the operations support systems in other jurisdictions, specifying any problems that occurred in that integration process and what has been done to avert those problems in Washington. Frontier NW's operations support system integration plan will also identify planned contingency actions in the event of Frontier encountering a difficulty, as part of the system integration process. The integration plan submitted by Frontier NW will be prepared by information technology professionals with detailed experience and knowledge regarding the systems integration process and requirements. Frontier NW will also commit to provide this operations support system integration plan to the Staff no less than 180 days prior to implementing the system transition.

30. At least 180 days before transition of any replicated operations support systems that support wholesale services to any other wholesale operations support systems, Frontier NW will file its proposed transition plan with the Commission and seek input from CLECs on any changes in functionality or e-bonding.

31. Frontier NW must maintain functionality performance and e-bonding at a level that is at least equal to what Verizon NW has been providing pre-transaction.

WTAP

32. Frontier NW must provide a one-time $75 credit to any WTAP-qualified customer that fails to receive the appropriate discount, credit, or waiver of the deposit, within the first bill cycle after application, provided that the application is received 10 calendar days prior to the end of the bill cycle for an existing customer. This credit program shall remain in place for three years following the transaction.

33. Frontier NW shall report to the Commission the following information, every month:

a. Number of WTAP customers who applied for service within the month
b. Date of each application
c. Date DSHS was contacted and confirmed or denied WTAP eligibility
d. Date of the customer's billing cycle (if the applicant is an existing customer)
e. Date WTAP credits were applied to the customer's account
f. Number of $75 WTAP credits applied to the customer's accounts
g. Number of customers denied WTAP credits and the reasons for denial

34. Frontier NW shall provide clear scripts to its customer service and sales representatives so that each WTAP customer is aware of the restrictions of bundled service on WTAP credits. Further, this information should be clearly noted on its Web page and other marketing material.

35. Frontier NW must include in its verification process, during DSHS business hours, having customer service representatives place a three-way call to DSHS with the customer on the line to verify eligibility. If the DSHS WTAP call center is not open at the time of the application, Frontier NW will verify the customer's eligibility during the next available DSHS business hours.