

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION STAFF
RESPONSES TO DATA REQUEST

DATE PREPARED: January 11, 2010
DOCKET: UT-090842
REQUESTER: Public Counsel

WITNESS: William H. Weinman
RESPONDER: William H. Weinman
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REQUEST NO. 20: Re: Proposed Settlement Condition No. 28 and Testimony of William H. Weinman in Support of the Settlement Agreement, p. 12, line 18 through p. 13, line 6.

Please respond to the following:

- a. Please define “substantial import.”
- b. “Degradation” is defined by *Black’s Law Dictionary* as “[a] reduction in rank” or “a wearing down of something.” Is this understood meaning? If not, please state how the settling parties define “degradation.”
- c. Are there additional service quality metrics beyond those listed in 28(i)-(iv) that will not be measured and/or reported on to the commission? If so, why have those additional metrics been excluded?
- d. How will Verizon “show that by the end of the production mode, there has been no material degradation” in the quality of service data?
- e. What do the settling parties anticipate will happen if a reduction (“substantial” or otherwise) in the quality of service data occurs? Is this different from a showing that the “OSS are fully functional and operational?”

RESPONSE:

- a. As used in the Settlement Agreement between Staff and the Joint Parties at part 28, “substantial import” means that there will be no sizeable negative variation from the last 12 months of retail quality of service benchmarks for the service quality indicators specified in paragraph 28. The same staff member that evaluates service quality data on a regular basis will be evaluating that data for any indication of degradation in service quality. Oregon and Ohio Commissions have similar reporting as part of settlement agreements with the Joint Parties in those states and Washington staff will be comparing service quality with the staffs of those other commissions. Any material degradation of service caused by OSS problems (both retail and wholesale) would most likely also have an impact on service quality in the other states (Arizona, Idaho, Illinois, Indiana, Michigan, Nevada, North Carolina, Ohio, Oregon, South Carolina, and Wisconsin) that will be served by the Ft. Wayne Data Center during the 60 day interval before close.
- b. Staff would define degradation as follows: “In communications, that condition in which one or more of the established performance parameters fall outside

predetermined limits, resulting in lower quality of service.” (Newton’s Telecom Dictionary, 24th edition). In this case, the prior year’s performance is used in lieu of predetermined limits.

- c. All service quality reporting as required by WAC 480-120-439 will continue. No quality of service metric or reporting requirement has been excluded. In fact more detailed reporting and possible penalties are required for three years following close (see additional Quality of Service reporting requirements in the Settlement Agreement paragraphs 19 and 20). Because the monthly quality of service reports required by rule take 30 days to produce, the service quality metrics contained in paragraph 28 i-iv (Installation Commitments Met, Network Trouble, Troubles per 100 Access Lines, Repair Percent, OOS Trouble Cleared in 48 Hours, and Billing error complaints) were chosen by the Joint Applicants and Staff to be used as one of the indicators of the OSS replication process success or failure. Similar metrics were also chosen by the Oregon and Ohio Staffs in their settlement agreements with the joint Parties.
- d. Five days (5) before the proposed close date, Verizon will be required to provide a report to Staff showing the retail quality of service metrics called for in paragraph 28 of the agreement along with the appropriate 12 month benchmark data with which to validate it. The special report containing the service metrics called for in paragraph 28 will be used by Staff, along with the validation of the third party reviewer called for in 27(a), to judge the efficacy of the OSS conversion. Staff will also be reviewing the same metrics with at least two other state staffs (Oregon and Ohio). Because the OSS replication process is system wide, any service degradation of “substantial import” will most likely be felt across all 12 states (not including West Virginia) that will be served by the Ft. Wayne Data Center. Requirements for wholesale service quality testing are contained in the separate Comcast settlement agreement, as well as a separate settlement agreement with the Joint CLECs, and will also be a part of the determination of OSS functionality.
- e. Frontier is required to use the service quality metrics contained in the agreement when determining whether the replicated systems are fully functional and operational prior to closing. As part of the agreement Frontier will not proceed with the closing of the proposed transaction until it has validated that the OSS are fully functional and operational. The service quality reports contained in paragraph 28 i-iv and the validation by the third party reviewer called for under 27(a), will be used by Frontier and Staff, along with Staff and the Third Party Reviewer, as one of the indicators of the OSS replication process and will be a factor considered in the determination as to whether the replicated systems are fully functional and operational.