

Exhibit MDP-2

Recommended Conditions for Merger Approval

**Frontier/Verizon Transaction
Comcast Recommended Conditions**

General

1. The state commission shall have continuing jurisdiction and authority over the Verizon operations and legal entity to be transferred to Frontier in Washington referred to herein simply as "Frontier," and its compliance with the conditions set forth herein. **[Pelcovits Testimony at 41 & 46]**
2. All conditions, unless otherwise stated herein, shall remain in place for a period of three years from the Transaction Close Date. **[Pelcovits Testimony at 41]**
3. Any carrier-to-carrier disputes arising from, or associated with, compliance with any merger condition shall be resolved pursuant to an expedited dispute resolution process to be established by the Commission. **[Pelcovits Testimony at 47]**

Costs

4. Transaction-related expenses, including all expenses arising from, or associated with, OSS transition, training and related operations, may not be passed through, directly or indirectly, in wholesale rates or other fees paid by competitive carriers. **[Pelcovits Testimony at 17-18]**

Rural Status and 251(b) and (c) obligations

5. Frontier, the legal and operational entity formerly operating as Verizon in Washington, shall be subject to Section 251, 47 U.S.C. § 251, in its entirety, including the obligations under Section 251(c) applicable to incumbent local exchange carriers. Frontier shall be prohibited, in perpetuity, from seeking or receiving treatment as a rural telephone company for any of its operating territories with respect to its 251(b) and 251(c) obligations or any exemptions, modifications or suspensions from interconnection under Sections 251(f) of the federal Telecommunications Act of 1996, as amended. **[Pelcovits Testimony at 32-33]**

Interconnection Agreements and Tariffs

6. Term and Termination –
 - a. Frontier shall be required to permit requesting carriers to extend existing interconnection agreements, regardless of whether the initial or current term has expired, for a period of three years from the Transaction Close Date, or the date of expiration, whichever is later. During this period, the

interconnection agreement may be terminated only via a competitive carrier's request. **[Pelcovits Testimony at 39-40]**

- b. Any such amendment to extend the existing interconnection agreement shall, at the competitive carrier's request, also include provisions allowing the underlying agreement to evergreen for successive months until one party provides 90 day notice to the other to terminate or renegotiate. **[Pelcovits Testimony at 40]**
 - c. Frontier shall allow competitive carriers to terminate existing ICAs and adopt another agreement at any time pursuant to 252(i). **[Pelcovits Testimony at 40]**
 - d. Frontier shall not refuse a request by a competitor to adopt an agreement on the grounds that the agreement has not been amended to reflect changes of law, provided the competitor agrees to negotiate in good faith an amendment regarding such change of law immediately after it has opted into the agreement. **[Pelcovits Testimony at 40-41]**
 - e. Frontier shall allow a requesting competitor to use its pre-existing interconnection agreement as the starting point for negotiating a new agreement. **[Pelcovits Testimony at 41]**
7. Rates for services, including any wholesale tariffed offering, reciprocal compensation and TELRIC 252(c)(2), and (d), rates for 251(c) facilities or arrangements, shall not be increased for a minimum of three years after the close date. Frontier shall continue to offer any currently offered Term and Volume Discount plans for a minimum of three years after the close date. Frontier will honor any existing contracts for services on an individualized term pricing plan arrangement for the duration of the contracted term. **[Pelcovits Testimony at 42 and 45-46]**
8. Frontier and Verizon shall make publicly available and subject to 252(i) adoption any agreements between Frontier and other telecommunications companies, including any agreements between Frontier and Verizon, regarding any obligation arising from Section 251, including but not limited to interconnection, number portability, dialing parity, reciprocal compensation, access to rights-of-way, access to unbundled network elements, resale, or collocation.¹ **[Pelcovits Testimony at 40]**
9. Frontier shall be required to give industry capacity notification when switches reach 70% capacity. **[Solis Testimony at 39]**

¹ This definition is for illustrative purposes only. The parties shall be bound by the FCC's definition of applicable agreements as set forth in Memorandum Opinion and Order, 17 FCC Rcd 19337 (2002).

10. Frontier must increase the threshold to define a “project” with respect to trunk ordering from 9 DS1s to 28 DS1s. **[Solis Testimony at 39-40]**
11. Frontier shall establish a CLEC User Forum identical to that which Verizon currently uses. Frontier shall also establish, at a CLEC’s request, weekly calls to discuss intercompany operational issues between CLEC’s designated representatives and representatives of Frontier with the necessary authority to address and resolve such operational issues. **[Solis Testimony at 35-36]**
12. Frontier will assume all regulatory duties, obligations and responsibilities of Verizon, including but not limited to any such duties, obligation and responsibilities imposed on Verizon pursuant to the Communications Act of 1934, as amended, and all applicable state laws and regulations, including OSS performance measures and incentives obligations. This includes any carrier-to-carrier guidelines or performance assurance plans. **[Pelcovits Testimony at 46; Solis Testimony at 36-37]**

Operational Support Systems - Migration, Testing and Performance

13. Post transaction, Frontier shall maintain OSS functionality, performance and e-bonding that is at least equal to that which Verizon provides in such territory pre-transaction. This obligation extends indefinitely and specifically includes any subsequent modifications to or replacement of the OSS being replicated from Verizon. **[Solis Testimony at 30-33]**
14. A neutral third party shall be retained, solely at Frontier and Verizon’s expense, to review, audit and certify the results of testing of the replicated OSS. Such review will include all OSS functionality and processes, e-bonding capabilities, encompass Verizon’s current Quality Baseline Validation Test Deck, and review and validate the process for transferring data to the replicated system (including pending orders). The results of the third party audit, review and certification will be provided to the state commissions and CLECs. The replicated OSS will not be implemented in the production environment (i.e. be used to process actual orders) until the state commission has approved the test results. **[Solis Testimony at 33-35]**
15. At least two months prior to the scheduled cut over date for the replicated OSS, the Joint Applicants before the Commission (Frontier and Verizon) shall provide notice to CLECs of any OSS changes, detailing the specific functionality changes and providing any necessary information to enable e-bonding with the replicated OSS. Frontier (and Verizon, to the extent necessary) will subsequently hold collaborative meetings with CLECs to discuss such changes and address CLEC issues or concerns. **[Solis Testimony at 33-35]**
16. At least two months prior to the scheduled cut over date, the Joint Applicants shall make available to CLECs the replicated OSS in a test environment for

- interoperability and transactional (end-to-end order) testing. **[Solis Testimony at 34]**
17. Frontier will maintain Verizon's existing monthly Change Management Forum and Change Management Process. **[Solis Testimony at 36-36]**
 18. For purposes of any OSS migration or changes related to the transaction, implementation of any systems changes must be limited to the predefined maintenance window to minimize impact to CLEC operations. **[Solis Testimony at 23-24]**
 19. Frontier shall not charge CLECs for any training related to new systems being implemented as a result of the transaction, and shall reimburse CLEC for any substantial costs incurred related to such training. **[Solis Testimony at 44-45]**
 20. Frontier shall retain technical staff sufficient to address any subsequent OSS failures within reasonable timeframes. **[Solis Testimony at 37]**

Ordering, Provisioning and Maintenance Processes and Intervals.

21. Frontier shall ensure that post transaction ordering, provisioning, and maintenance processes and intervals are at least equal to that which Verizon currently provides. This includes, but is not limited to, processes for outage notification, Request for Outage reports, and trouble ticket resolution. **[Solis Testimony at 31-33]**
22. Frontier shall provide and maintain on a going-forward basis updated escalation procedures, contact lists and account manager information at least 30 days prior to the transaction close date. The updated contact list shall identify and assign a single point of contact for each CLEC with the authority to address ordering, provisioning, billing and OSS systems maintenance issues of that CLEC. Frontier shall maintain its escalation procedures and contact list on a publicly posted webpage. **[Solis Testimony at 35-36]**
23. Frontier shall adopt, at minimum, Verizon's standard business rules and process intervals for all services (e.g. local number portability, high capacity transport, Mid-Span Fiber Meet Document and process for project planning fiber meet deployment, etc.). **[Solis Testimony at 31-33]**
24. Frontier shall ensure that the legacy Verizon Wholesale and CLEC support centers are sufficiently staffed by adequately trained personnel so as to provide a level of service that is no less than that which was provided by Verizon prior to the transaction. **[Solis Testimony at 37]**
25. Frontier shall establish performance metrics as a means of determining if it maintains at least the same level of performance in providing services and

facilities under its interconnection agreements as Verizon provided prior to the transaction. **[Solis Testimony at 36-37]**

Local Number Portability (“LNP”)

26. Frontier must implement a one business day porting interval as set forth in FCC 09-41 pursuant to the provisions applicable to carriers with more than 2 percent of the nation’s subscriber lines installed in the aggregate nationwide. **[Solis Testimony at 40-43]**
27. Frontier shall maintain Verizon’s existing processes for retrieving CSRs and submitting LSRs for LNP orders, including maintaining the same set of fields required to validate such orders. **[Solis Testimony at 40-43]**
28. Frontier shall be prohibited from rejecting any LNP order due to pending service orders associated with the account, or due to non-payment status of the subscriber. **[Solis Testimony at 40-43]**
29. The Combined Company shall not limit the number of orders for simple ports, change orders, or directory listings orders to be processed within standard intervals via service guides, posted procedures or other unilateral means. **[Solis Testimony at 40-43]**
30. Frontier shall implement and/or maintain a process for porting or reassigning of Toll Free Service numbers and the associated local telephone number that will ensure that the Toll Free Service is not impacted by the porting of the local telephone number. **[Solis Testimony at 40-43]**

911

31. Prior to the transfer of any OSS, Frontier shall identify the location in which it will assume responsibility for hosting the local ALI database and provide all related documentation associated with CLECs interfacing with said ALI DBMS. **[Solis Testimony at 43]**

Certification of Compliance

32. Frontier shall, on a semi-annual basis, file with the State Commission a declaration by an officer of the corporation attesting, and certifying, that Frontier has complied with the terms of these conditions in all material respects. The first certification of compliance shall be filed within ninety (90) days of closing, and another certification 90 days thereafter, and then every 180 days, until three years after the closing date. **[Solis Testimony at 44]**