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December 17, 2009

Oregon Public Utility Commission  
Attn: Filing Center  
P.O. Box 2148  
Salem, OR 97308-2148

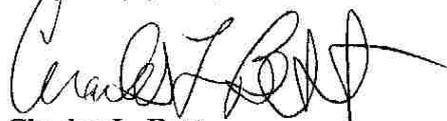
Re: UM 1431; Joint Testimony of Frontier and the Joint CLECs in Support of Their Settlement Agreement

Dear Commission,

Enclosed for filing are an original and five copies of the Joint Testimony of Frontier Communications Corporation and the Joint CLECs in support of their Settlement Agreement. Affidavits from the witnesses are attached to the testimony.

If you have any questions regarding this filing, please don't hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Charles L. Best', with a long horizontal flourish extending to the right.

Charles L. Best

encls

cc Service List

## CERTIFICATE OF SERVICE

I certify that on December 17, 2009, I served the foregoing document(s) upon all parties of record in Docket No.UM 1431 by e-mail and/or U.S. Mail or Overnight Delivery.

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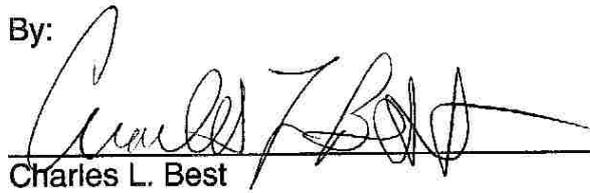
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By:



Charles L. Best  
Attorney for Frontier  
Communications Corporation  
OSB No. 781421

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

**UM 1431**

In the Matter of	)
	)
VERIZON COMMUNICATIONS INC.,	)
and FRONTIER COMMUNICATIONS	)
CORPORATION	)
	)
Joint Application for an Order Declining to	)
Assert Jurisdiction, or, in the	)
Alternative, to Approve the Indirect	)
Transfer of Control of	)
VERIZON NORTHWEST INC.	)

**TESTIMONY IN SUPPORT**

**OF STIPULATION**

**BY THE**

**PARTIES TO THE JOINT CLEC STIPULATION**

**FRONTIER COMMUNICATIONS CORPORATION**

**VERIZON COMMUNICATIONS INC.**

**XO COMMUNICATIONS SERVICES, INC.**

**INTEGRA TELECOM OF OREGON INC.**

**TW TELECOM OF OREGON LLC**

**COVAD COMMUNICATIONS COMPANY**

**MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.**

1 **I. Introduction**

2 **Q. Who is sponsoring this testimony?**

3 A. This testimony is jointly sponsored by: Frontier Communications Corporation  
4 (“Frontier”); Verizon Communications Inc. (“Verizon”) (Frontier and Verizon,  
5 collectively, the “Applicants”) and XO Communications Services, Inc.; Integra Telecom  
6 of Oregon Inc. (on behalf of itself and its affiliates Eschelon Telecom of Oregon, Inc.,  
7 Electric Lightwave, LLC, Advanced TelCom, Inc., Oregon Telecom, Inc., and  
8 UNICOM); tw telecom of oregon llc, Covad Communications Company and  
9 McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services  
10 (“Joint CLECs”), hereafter referred to collectively as “the Parties.”

11  
12 **Q. Please state your names.**

13 A. Our names are: Daniel McCarthy (Frontier), Timothy McCallion (Verizon) and Douglas  
14 Denney (Integra). We each have previously filed testimony in this proceeding and our  
15 qualifications are set forth in our pre-filed direct testimonies dated July 6, 2009  
16 (McCarthy and McCallion) and direct testimony dated November 2, 2009 (Denney).

17  
18 **Q. What is the purpose of your testimony?**

19 A. Our testimony describes and supports the Joint CLEC Stipulation and attached conditions  
20 as agreed upon by the parties on December 3, 2009 and filed with the Public Utility  
21 Commission of Oregon (“Commission”) on December 4, 2009 (“Joint CLEC  
22 Stipulation”). Our testimony demonstrates why the Joint CLEC Stipulation satisfies the  
23 Parties’ interests, concerns and is consistent with the public interest.

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Also, the Joint CLECs support the Commission granting the requested approval of the Global Stipulation filed in this case on December 3, 2009 (“Global Stipulation”). The Applicants and Joint CLECs (along with the Staff and other parties to that Stipulation) have filed separate joint testimony supporting the Global Stipulation.

**II. Background**

**Q. Please briefly describe the history of this proceeding.**

A. On May 29, 2009, Verizon and Frontier filed an application seeking Commission approval for the indirect transfer of control of Verizon Northwest Inc. (“Verizon Northwest”) from Verizon to Frontier as described in the application. The applicants requested approval under ORS 759.375, ORS 759.380, OAR 860-027-0025, and any other applicable law or rule the Commission deems necessary to effect the transaction. Mr. McCarthy and Mr. McCallion on behalf of the Joint Applicants filed their Direct Testimony in support of their application on July 6, 2009. Thorough discovery (more than 1000 data requests) has taken place in the proceeding, including discovery initiated by Commission Staff, the Joint CLECs and other parties. The Parties have also engaged in numerous settlement discussions from July through November 2009. On November 2, Mr. Douglas Denney and Mr. James Huesgen (Integra) filed testimony on behalf of Integra and the Joint CLECs. On November 16, 2009, Mr. McCarthy, Mr. David Whitehouse, Ms. Kim Czak and Mr. Wayne Lafferty filed rebuttal testimony on behalf of Frontier. On November 16<sup>th</sup>, Mr. McCallion and Mr. Stephen Smith also filed reply testimony on behalf of Verizon. Based on the testimony filed in the proceeding and the

1 discovery conducted by the Parties, the Joint Applicants and the Joint CLECs were able  
2 to meet and identify specific conditions that would address concerns raised by the Joint  
3 CLECs in their testimony. The Parties exchanged proposals and counterproposals, which  
4 culminated in the execution of the Joint CLEC Stipulation, which was described and  
5 placed in the record at the December 3 evidentiary hearing.<sup>1</sup>

6  
7 **III. Summary of Joint CLEC Stipulation**

8 **Q. Please summarize how the Joint CLEC Stipulation addresses the concerns raised by**  
9 **the Joint CLECs in this proceeding?**

10 A. As explained in the pre-filed testimony of Mr. Douglas Denney and Mr. James Huesgen  
11 (Integra), the Joint CLECs were focused on four areas: 1) ensuring costs related to the  
12 transaction are not borne by competitive carrier wholesale customers; 2) existing  
13 wholesale service arrangements with Verizon Northwest, including the rates, terms and  
14 conditions to those wholesale services; 3) the transfer of wholesale operations support  
15 systems from Verizon to Frontier; and 4) wholesale service quality performance. See  
16 Direct Testimony of James Huesgen (November 2, 2009) at pp. 4-5. The Joint CLEC  
17 Stipulation, which delineates 15 substantive Settlement Conditions (the last four  
18 conditions are procedural in nature), addresses each of these four areas of concern raised  
19 by the Joint CLECs.

20  

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<sup>1</sup> All parties in the proceeding have reached agreement on the issues in this proceeding and have or will file separate stipulations with the Commission. In short, the Commission has before it four separate stipulations for approval that resolve *all* issues raised by *all* parties: (1) the Global Stipulation; (2) the Joint CLEC Stipulation; (3) the Comcast Stipulation and the (4) Level 3 Stipulation. Each of these stipulations is supported by separate testimony filed today, and no party objects to any of these stipulations.

1 **Q. Please summarize how the Joint CLEC Stipulation addresses the concern that costs**  
2 **related to the transaction are not born by competitive carrier wholesale customers?**

3 A. Under the terms of the Joint CLEC Stipulation, Frontier has agreed that costs related to  
4 the transaction will not be passed through to competitive carriers. Specifically, to allay  
5 these concerns, Condition 2 provides that Frontier will “not seek to recover through  
6 wholesale service rates one-time transfer, branding or transaction costs.” Condition 3  
7 provides that Frontier will hold wholesale customers harmless for “increases in overall  
8 management costs incurred” by Frontier that result from the transaction. In addition,  
9 Condition 8 provides that rates for certain specified wholesale services shall be capped  
10 for at least 24 months from the closing date for the proposed transaction and that Frontier  
11 will not create new rate elements or charges for facilities or functionalities that are  
12 provided by Verizon under existing rates. In combination, these three conditions  
13 included in the Joint CLEC Stipulation ensure that costs related to the proposed  
14 transaction are not passed on to CLECs through the rates for wholesale products and  
15 services and that the “status quo” with respect to rates for interconnection and wholesale  
16 services will be maintained for a minimum of two years after the transaction closes.

17  
18 **Q. Please summarize how the Joint CLEC Stipulation addresses the concern about**  
19 **Verizon interconnection agreements and wholesale service arrangements.**

20 A. The Joint CLECs had raised the concern that their existing interconnection and wholesale  
21 arrangements with Verizon could potentially be disrupted as a result of the transaction.  
22 The structure of the proposed transaction addresses this issue because Frontier will  
23 become the new parent company of Verizon Northwest, and all existing ICAs between

1 Verizon Northwest and CLECs will remain in force at the closing of the proposed  
2 transaction. In addition, in Condition 5 of the Joint CLEC Stipulation, Frontier has  
3 committed to honor, assume or take assignment of all obligations under Verizon's  
4 existing interconnection agreements and other "Assumed Agreements" and to abide by  
5 the rates, terms, conditions, reporting requirements, and operating procedures related to  
6 Verizon's agreements. Frontier will allow carriers to extend their existing  
7 interconnection agreements for 30 months after the closing of the transaction (Condition  
8 6) and will allow competitive carriers to use their existing interconnection agreements as  
9 a basis for negotiating a new replacement interconnection agreement (Condition 7).

10 These provisions will further assure an uninterrupted changeover from Verizon to  
11 Frontier. In Condition 9, Frontier has also committed that it will not seek to avoid any  
12 obligation under the Assumed Agreement on the grounds that it is not an incumbent LEC  
13 or pursuant to a "rural" exemption under section 252 of the Telecommunications Act for  
14 the Verizon service area in Oregon. Frontier has also made other commitments that will  
15 ensure competitive carrier's business operations are not disrupted or adversely impacted  
16 by the transaction. Specifically, for at least one year after closing of the proposed  
17 transaction, Frontier will not discontinue any wholesale service offered to competitive  
18 carriers without Commission approval (Condition 1), seek to reclassify as "non-  
19 impaired" or seek forbearance from dominant carrier regulation under Section 251 of any  
20 Verizon Oregon wire centers for at least one year after the closing (Condition 10).

21  
22 Conditions 1, 5, 6, 7, 9 and 10 provide stability to competitive carriers by establishing  
23 specific commitments and safeguards regarding the existing interconnection agreements

1 and wholesale service arrangements that Verizon has in place with Oregon competitive  
2 carriers. The Joint CLEC Stipulation provides a balanced and reasonable assurance that  
3 the Joint CLECs will receive the same services, support and arrangements as those  
4 provided by Verizon prior to the transaction.  
5

6 **Q. Please summarize how the Joint CLEC Stipulation responds to concerns and**  
7 **mitigates risks associated with the transfer of wholesale operations support systems**  
8 **from Verizon to Frontier?**

9 A. As part of the proposed transaction, Frontier and Verizon have also undertaken efforts to  
10 ensure that the wholesale operations support systems used by CLECs are not disrupted.  
11 CLECs will continue to place service orders and otherwise interact with Frontier in the  
12 same manner as they interact with Verizon today. Frontier will continue to use the  
13 Verizon operational support systems and their interfaces after the closing of the proposed  
14 transaction, supported by the same personnel, that will result in at least the same quality  
15 of services and support as those carriers receive from Verizon. Frontier will not replace  
16 those systems during the first three years after close of the transaction without providing  
17 180 days notice to the Commission and the CLECs. Frontier has committed to continue  
18 providing monthly wholesale performance reports to competitive carriers. In addition to  
19 providing transparent wholesale services with functionality consistent with Verizon's,  
20 Frontier is committed to timely resolution of problems consistent at least with Verizon's  
21 performance.  
22

23 **Q. Please explain how the Joint CLEC stipulation is structured to avoid the operational**

1       **problems experienced by FairPoint and Hawaiian Tel with respect to the wholesale**  
2       **operations support issues?**

3       A.     Frontier was very aware of the operational problems experienced by FairPoint and  
4       Hawaiian Tel, and took steps to avoid those problems in structuring the proposed  
5       transaction. The following are the key facts associated with the transition of operational  
6       support systems from Verizon to Frontier in Oregon:

- 7       1) Under the terms of the Merger Agreement, Verizon has contractually committed to  
8       provide Frontier with fully functioning wholesale customer operations support  
9       systems. The systems being transferred to Frontier will be replicated versions of the  
10      same CLEC operations support systems that Verizon will retain and continue to utilize  
11      to provide service in areas outside the scope of the Verizon/Frontier transaction (e.g.  
12      Texas). Verizon will complete testing to ensure that the replication of the support  
13      systems that Verizon utilizes to provide support to CLECs in Oregon today has been  
14      successfully completed.  
15
- 16      2) At least 60 days prior to the closing of the transaction, Verizon will complete the  
17      replication and physically separate the CLEC customer operations support systems to  
18      be transferred to Frontier. The replication of the Verizon CLEC operational support  
19      systems is expected to be completed by March 31, 2010.  
20
- 21      3) After the existing Verizon CLEC operations support systems are replicated and  
22      physically separated, those replicated CLEC operational support systems will be used  
23      by Verizon to support the wholesale service it provides in the Oregon territories for at  
24      least 60 days prior to the closing. During this period, Verizon will receive CLEC  
25      orders, provision and bill for services in the normal course of its business. Frontier will  
26      be actively engaged in validating the performance of the replicated systems to ensure  
27      the systems are fully operational. The closing will not occur unless and until those  
28      systems are fully operational.  
29
- 30      4) The Verizon employees who operate the CLEC operations support systems for Verizon  
31      during the 60-day period prior to closing will continue as employees of Frontier.  
32
- 33      5) Following closing, Frontier will control and continue to use the same replicated  
34      wholesale systems used by Verizon to provide service to wholesale customers in  
35      Oregon and that CLECs utilized to submit orders, to provision service, and for billing  
36      prior to closing.  
37
- 38      6) Frontier and Verizon will enter into a contractual agreement under which Frontier will  
39      use the wholesale operational support systems and receive Verizon maintenance and  
40      support for at least one year and Verizon is required to offer this support for a

1 minimum of at least four years, if Frontier desires such support. This support will  
2 include new system releases, updates to source code, patches and bug fixes associated  
3 with the replicated systems conveyed to Frontier.  
4

5 **Q. Please provide a summary of Condition 15 from the Joint CLEC Stipulation and**  
6 **how this condition provides additional protections associated with the wholesale**  
7 **OSS transition to the Joint CLECs.**

8 A. Condition 15 provides additional assurances that the wholesale support systems being  
9 transferred to Frontier are functioning both *before* and *after* the systems go into  
10 production mode. It also requires Frontier to continue using these systems for at least one  
11 year after closing, and to give at least six months' notice of its intent to transition to any  
12 new system. Here are the key points in Condition 15:

13 The Joint CLEC Settlement provides that Verizon will take full responsibility for  
14 replicating its existing systems and transferring data to the replicated systems, and that  
15 Verizon will undertake testing of the systems during the replication process and *before*  
16 the systems are put into production and utilized. This testing will consist of the  
17 processing and flow through of sample data and the verification of the results of that  
18 testing. Also, Frontier will have the opportunity to provide feedback on the test plan, to  
19 review the results of Verizon's testing, and to request that other tests be run. Once the  
20 pre-production testing results confirm the replication has been successful, Verizon will  
21 complete the replication and physically separate the CLEC operations support systems to  
22 be transferred to Frontier. Verizon will put the CLEC systems into real time use to  
23 operate its Northwest region, which includes Oregon.

24 After the existing Verizon wholesale operations support systems are replicated  
25 and physically separated, those replicated systems must be used *by Verizon* to support the

1 wholesale service it provides in Oregon for at least 60 days prior to the closing. During  
2 this period, Verizon will receive CLEC orders, provision, and bill for services in the  
3 normal course of its business. Also, Frontier will validate the performance of the  
4 replicated systems to ensure the systems are fully operational. In the event that issues or  
5 problems arise, including problems identified by CLECs, Verizon and Frontier will  
6 investigate, and Verizon will make any necessary system modifications to remedy those  
7 issues. And the closing will not occur unless and until those systems are fully  
8 operational.

9           Furthermore, Frontier has agreed to continue to use the replicated wholesale  
10 systems for at least one year after closing. Frontier and Verizon have committed that  
11 Frontier will receive Verizon maintenance and support for at least one year after closing  
12 and, subject to the terms and conditions of the agreement between the parties, Verizon  
13 will be required to offer this support for a minimum of at least four years, if Frontier  
14 desires such support. This support will include new system releases, updates to source  
15 code, patches and bug fixes associated with the replicated systems conveyed to Frontier.

16           Also, at least 180 days before any transition of the replicated OSS system to any  
17 *other* wholesale operations support systems, Frontier will file its proposed transition plan  
18 with the Commission and seek input from interested carriers. Before implementing such  
19 a transition, Frontier will allow for coordinated testing with the settling CLECs as  
20 described in the settlement.

21           The Parties agree that these wholesale service protections, coupled with Frontier's  
22 commitments related to the transition of wholesale systems and the provisions included in

1 the Joint CLEC Stipulations, assure the Commission that Oregon wholesale customers  
2 will not be harmed as a result of the transaction.

3  
4 **Q. Please explain how the Joint CLEC Stipulation addresses concerns regarding**  
5 **wholesale service quality issues?**

6 A. With respect to the wholesale service quality issues, Frontier recognized that CLECs  
7 might have concerns about the proposed transaction. In its pre-filed testimony, Frontier  
8 explained that it has substantial experience in providing service and support to CLECs  
9 and will use this experience and expertise, along with the Verizon wholesale customer  
10 support systems and associated Verizon employees who will continue to be employed by  
11 Frontier after the closing of the transaction, to provide the same wholesale services in  
12 Oregon that Verizon provides today. As is explained in more detail above, Frontier will  
13 also continue to use Verizon operational support systems and their interfaces after the  
14 closing of the proposed transaction, which will result in at least the same quality of  
15 services and support that those carriers receive from Verizon.

16 In addition, as part of the Joint CLEC Stipulation Condition 4, Frontier has agreed  
17 to continue to provide the monthly reports of wholesale performance metrics that Verizon  
18 Northwest currently provides to CLECs and provide access to these metrics to  
19 Commission staff. Frontier has committed to participate in a docket to be opened by the  
20 Commission to monitor Frontier's wholesale service quality and establish wholesale  
21 service quality benchmarks. In addition, Frontier shall provide and make available  
22 updated escalation procedures and contact lists to identify the appropriate personnel  
23 within Frontier to address ordering, provisioning, billing and support system issues

1 (Condition 11). Frontier will continue to make available the types of information  
2 Verizon currently provides concerning wholesale operations and business practices  
3 (Condition 12) and Frontier will continue the Verizon CLEC forums and the Change  
4 Management Process (Condition 13). In Condition 14, Frontier has also specifically  
5 committed to ensure that the Verizon wholesale and CLEC support centers are  
6 sufficiently staffed with trained personnel dedicated to wholesale operation so as to  
7 provide a “level of service that is comparable to that which is provided by Verizon.”  
8 In total, these conditions provide Joint CLECs with assurance that the services they  
9 receive are not disrupted and are of a consistent quality to what was provided by Verizon  
10 prior to the closing of the proposed transaction.

11  
12 **Q. What is Frontier’s view of the Joint CLEC Stipulation?**

13 A. With the Agreement, the issues raised by the Joint CLECs in this proceeding have been  
14 addressed. With respect to interconnection agreements, wholesale arrangements and  
15 other processes, Frontier will continue honor or assume the arrangements that Verizon  
16 has in place and there will be no adverse impact on the Joint CLECs or other competitive  
17 carriers. Frontier will use replicated versions of Verizon’s existing wholesale operational  
18 support systems and resources, which Frontier will take over as part of the closing of this  
19 transaction. Following the transaction, CLEC orders will be processed in the same  
20 manner as they are today, using the systems employed by Verizon today and drawing  
21 from the experience of current Verizon employees. The Joint CLEC Stipulation is in the  
22 public interest in that it provides specific commitments and conditions associated with the

1 availability of agreements, services and operations support systems utilized by the Joint  
2 CLECs and other competitive carriers.

3

4 **Q. Will the terms of the Joint CLEC Stipulation be available to other carriers in**  
5 **Oregon?**

6 A. Yes. The terms of the Joint CLEC Stipulation will benefit not just the Joint CLECs  
7 participating in this proceeding. Because the Stipulation involves prospective  
8 interconnection obligations governed by Section 251 of the Communications Act of  
9 1934, as amended (the “Act”), these substantive interconnection terms in the Stipulation  
10 will be incorporated into an interconnection agreement amendment filed with the  
11 Commission and will be governed by the non-discrimination protections of the Act  
12 (including Section 252(i)).

13

14 **Q. What is Verizon’s view of the Joint CLEC Stipulation?**

15 A. Verizon agrees with Frontier that the Agreement is in the public interest, as it resolves the  
16 issues presented by the Joint CLECs in this docket. The Joint CLEC Stipulation is in the  
17 public interest in that it provides specific commitments and conditions associated with the  
18 availability of operations support systems utilized by competitive carriers to ensure that  
19 the systems that are replicated and transferred to Frontier as part of this transaction are  
20 tested and functional both before the replicated system are used to provide services and  
21 before the proposed transaction closes.

22

23 **Q. What is the Joint CLEC’s view of the Joint CLEC Stipulation?**

1 A. With the Agreement, the Joint CLECs' issues, which should reflect similar issues that  
2 may be experienced by other competitive carriers in Oregon, have been addressed, and  
3 the Joint CLECs believe that the proper incentives and protections are in place to ensure  
4 that Verizon and Frontier will take the actions that reasonably could be expected to  
5 ensure a successful transition and transaction. Specifically under the Joint CLEC  
6 Stipulation, Frontier is committed to honor, assume or take assignment of all obligations  
7 under Verizon's existing ICAs and other wholesale arrangements. Frontier has agreed to  
8 abide by the rates, terms, conditions, reporting requirements, and operating procedures  
9 related to Verizon's wholesale agreements. The Parties have also agreed to important  
10 conditions that ensure that the ordering process on the replicated support systems are put  
11 into production and utilized to provide service and that the transaction will not close  
12 unless Verizon delivers OSS that are functional and capable of continuing to accept and  
13 provision competitive carrier orders. As a result of the agreed-upon procedures, the Joint  
14 CLECs believe that there are sufficient controls in place before any wholesale  
15 conversion, which should assure that the systems work properly and that any problems  
16 that may impact CLECs in Oregon can be remedied. In addition, Frontier has committed  
17 to participate in a docket to monitor its wholesale service quality and to develop  
18 wholesale service quality benchmarks. These wholesale service protections included in  
19 the Joint CLEC Stipulation, assure the Commission that Oregon wholesale customers will  
20 not be harmed as a result of the transaction.

21

22 **IV. Conclusion**

23 **Q. What do the Parties conclude regarding the Joint CLEC Stipulation?**

1 A. With the Joint CLEC Stipulation, the Parties acknowledge that the Applicants'  
2 application will satisfy the "in the public interest, no harm" standard (described in Order  
3 No. 09-169). The Parties request that the Commission issue an order approving the Joint  
4 CLEC Stipulation and providing the approvals requested by the Applicants in the  
5 Application.

6

7 **Q. Does this conclude the Parties' testimony in support of the Joint CLEC Stipulation?**

8 A. Yes.

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

UM 1431

In the Matter of )  
 VERIZON COMMUNICATIONS INC., ) AFFIDAVIT OF  
 and FRONTIER COMMUNICATIONS ) Daniel McCarthy  
 CORPORATION )  
 Joint Application for an Order Declining to )  
 Assert Jurisdiction, or, in the alternative, to )  
 Approve the Indirect Transfer of Control of )  
 VERIZON NORTHWEST, INC. )

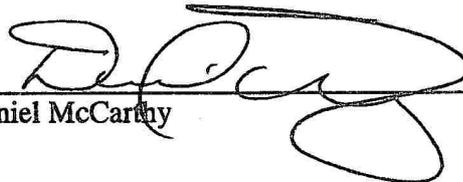
STATE OF CONNECTICUT)

County of Fairfield )

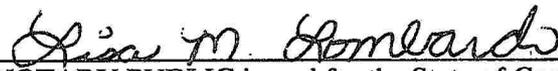
I, Daniel McCarthy, being first duly sworn do depose and say:

1. I am the same Daniel McCarthy that submitted prefiled Direct Testimony dated July 6, 2009 and Rebuttal Testimony dated November 16, 2009, on behalf of Frontier Communications Corporation in UM 1431.
2. I have reviewed and prepared the accompanying Testimony in Support of Stipulation and have no changes or corrections to that testimony.
3. If I were called as a witness, my answers to the written questions would be the same and I hereby swear the answers to those questions are true.

Dated this 16 day of December, 2009.

  
 Daniel McCarthy

SUBSCRIBED AND SWORN to before me this 16<sup>th</sup> day of December, 2009.

  
 NOTARY PUBLIC in and for the State of Connecticut  
 Residing at Connecticut  
 My Commission expires: 10/31/11.

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

UM 1431

In the Matter of )  
 VERIZON COMMUNICATIONS INC., ) AFFIDAVIT OF  
 and FRONTIER COMMUNICATIONS ) Timothy McCallion  
 CORPORATION )  
 Joint Application for an Order Declining to )  
 Assert Jurisdiction, or, in the alternative, to )  
 Approve the Indirect Transfer of Control of )  
 VERIZON NORTHWEST INC. )

*Washington*  
 STATE OF CALIFORNIA )  
 County of *Snohomish* )

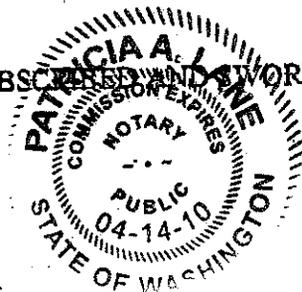
I, Timothy McCallion, being first duly sworn do depose and say:

1. I am the same Timothy McCallion that submitted prefiled Direct Testimony dated July 6, 2009 and Reply Testimony dated November 16, 2009, on behalf of Verizon Communications in UM 1431.
2. I have reviewed and prepared the accompanying Testimony in Support of Stipulation and have no changes or corrections to that testimony.
3. If I were called as a witness, my answers to the written questions would be the same and I hereby swear the answers to those questions are true.

Dated this 17<sup>th</sup> day of December, 2009.

*Timothy McCallion*  
 \_\_\_\_\_  
 Timothy McCallion

SUBSCRIBED AND SWORN to before me this 17<sup>th</sup> day of December, 2009.



*Patricia A. Lane*  
 \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of ~~California~~ *Washington*  
 Residing at *Marshall WA*  
 My Commission expires: *4-14-10*

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

UM 1431

In the Matter of )  
 VERIZON COMMUNICATIONS INC., ) AFFIDAVIT OF  
 and FRONTIER COMMUNICATIONS ) Douglas Denney  
 CORPORATION )  
 Joint Application for an Order Declining to )  
 Assert Jurisdiction, or, in the alternative, to )  
 Approve the Indirect Transfer of Control of )  
 VERIZON NORTHWEST, INC. )

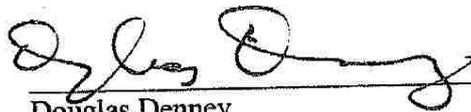
STATE OF OREGON )

County of MULTNOMAH )

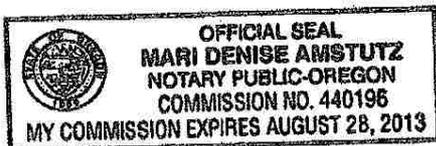
I, Douglas Denney, being first duly sworn do depose and say:

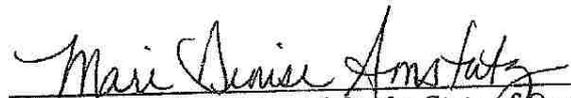
1. I am the same Douglas Denney that submitted prefiled Direct Testimony dated November 2, 2009 on behalf of Integra Telecom in UM 1431.
2. I have reviewed and prepared the accompanying Testimony in Support of Stipulation and have no changes or corrections to that testimony.
3. If I were called as a witness, my answers to the written questions would be the same and I hereby swear the answers to those questions are true.

Dated this 17<sup>TH</sup> day of December, 2009.

  
 \_\_\_\_\_  
 Douglas Denney

SUBSCRIBED AND SWORN to before me this 17<sup>TH</sup> day of December, 2009.



  
 \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of Oregon  
 Residing at Oregon  
 My Commission expires August 28 2013