WILTSHIRE & GRANNIS LLP

May 10, 2010

Ex Parte

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Re: *Application of Verizon Communications Inc. and Frontier Communications Corporation for Consent to Transfer Control of Domestic Section 214 Authority*, WC Docket No. 09-95

Dear Ms. Dortch:

On May 7, 2010, Kathleen Abernathy, Chief Legal Officer, Frontier Communications Corporation ("Frontier"), Ken Mason of Frontier, and I, on behalf of Frontier, met with Donald Stockdale, Nicholas Alexander and Carol Simpson of the Wireline Competition Bureau. The substance of Frontier's presentation is summarized in the attached document. In addition, we informed staff that a breakdown of Frontier's broadband availability at different speed levels is available on page 10 of the presentation located at: http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9NDMwMTJ8Q2hpbGRJRD0tMXxUeXBlPTM=&t=1

A copy of this letter is being filing in the above-referenced docket.

Sincerely,

John T. Nakahata
Madeleine V. Findley
Counsel to Frontier Communications Corp.

cc: Donald Stockdale
Nicholas Alexander
Carol Simpson
Alexis Johns

Attachment 1

May 10, 2010

The Hon. Julius Genachowski
Chairman
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

The Honorable Michael J. Copps
Commissioner
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

The Honorable Robert M. McDowell
Commissioner
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

The Honorable Mignon Clyburn
Commissioner
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

The Honorable Meredith Atwell Baker
Commissioner
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: *Application of Verizon Communications Inc. and Frontier Communications Corporation for Consent to Transfer Control of Domestic Section 214 Authority*, WC Docket No. 09-95

Dear Chairman and Commissioners:

In response to various concerns raised in the record, Frontier Communications Corp. ("Frontier") further clarifies and supplements its plans with respect to the properties being transferred from Verizon, as more fully set forth in Attachment A. These commitments are in addition to, and not in lieu of, commitments made in the applications or in Frontier's comments in this proceeding.

Frontier will substantially advance the Commission's goal of closing the broadband availability gap and delivering broadband to all Americans. In the National Broadband Plan, the Commission's staff proposed a universal broadband availability target of access for all households and businesses to 4 Mbps broadband service by 2020.

Frontier has always pointed out that this transaction will benefit the public interest by promoting broadband deployment in the rural and small city areas being transferred by Verizon. Frontier now offers to make these benefits even more concrete, and to remove any doubt that this transaction is consistent with the specific objectives of the National Broadband Plan. In the areas being transferred by Verizon, by the end of 2013, Frontier will be making broadband with speeds of at least 3 Mbps available to at least 85% of households. (As of September 2009, Verizon offered broadband service with speeds of approximately 3 Mbps or greater to approximately 50% of the households in the service areas to be transferred to Frontier.) By the end of 2015, Frontier will be capable of delivering speeds of at least 4 Mbps to at least 85% of the households in these areas. Given the scope and pace of these broadband deployment activities, Frontier expects that its deployment will substantially reduce the number of unserved and underserved households in these former Verizon territories. Frontier will do this under its existing business plan, financed by privately raised capital; these commitments do not assume any additional universal service support under the National Broadband Plan's proposed Connect America Fund. Frontier also commits to meet a series of intermediate aggressive broadband deployment benchmarks, and to provide the Commission with regular reports so that the Commission can monitor Frontier's progress.

Frontier also makes a number of commitments to assure the Commission and its wholesale customers that the transaction will not result in any reduction in the level of operations support system ("OSS") functionality in the areas being transferred by Verizon – including those states that did not conduct a review of this transaction. Frontier commits to provide the Commission and affected state commissions with advance notice and an explanation of any transition from Verizon's legacy OSS systems, and to consult with CLECs regarding any changes in wholesale functionality or e-bonding. Frontier commits to maintain wholesale functionality, performance and e-bonding that are comparable to what Verizon provides prior to the transaction. Frontier commits to maintain reporting, and, among other things, change management practices. These commitments demonstrate that this transaction will not result in any transaction-specific harm to consumers or the competitive environment.

Even without these commitments, the record demonstrated that this transaction is overwhelmingly in the public interest. With these commitments, the public interest benefits of this transaction are even more definite and certain. The time now has come for the Commission to consent to the transfer of these licenses so that Frontier can consummate this deal by June 30 and begin the task of closing the broadband gap in these areas. Certainly, the public interest is not served by further delaying this transaction, preventing Frontier from being able to begin to execute its broadband deployment plans, and forcing Frontier to incur needless additional costs.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Kathleen Q. Abernathy

Kathleen Q. Abernathy
Chief Legal Officer

cc: Edward Lazarus
Jennifer Schneider
Angela Giancarlo
Angela Kronenberg
Christy Shewman
Sharon Gillett
Paul de Sa
Zachary Katz
Donald Stockdale
Nicholas Alexander
Carol Simpson
Alexis Johns

Further Commitments by Frontier Communications Corp.

Unless otherwise specified herein, these commitments are effective as of the Transaction Closing Date, which is defined for these purposes as the date on which the Applicants consummate the proposed transaction approved herein. The commitments described herein shall be null and void if Frontier and Verizon do not consummate the proposed transaction, and there is no Transaction Closing Date. Unless otherwise specified herein, these commitments will expire three years from the Transaction Closing Date.

It is not the intent of these commitments to restrict, supersede, or otherwise alter state or local jurisdiction under the Communications Act of 1934, as amended, or over the matters addressed in these commitments, or to limit state authority to adopt rules, regulations, performance monitoring programs, or other policies that are not inconsistent with these commitments.

Broadband Deployment and Reporting

1. Within the areas being transferred from Verizon, Frontier will offer:
   - broadband service capable of delivering at least 3 Mbps (download)[1] to at least 72% of households by the end of 2011;
   - broadband service capable of delivering at least 3 Mbps (download) to at least 80% of households by the end of 2012;
   - broadband service capable of delivering at least 3 Mbps (download) at least 85% of households by the end of 2013;
   - broadband service capable of delivering at least 4 Mbps (download) to at least 85% of households by the end of 2015.

2. Frontier will target any available new broadband USF funding to areas not served by competitors.

3. Beginning on February 1, 2011, for data as of December 31, 2010, and every six months thereafter (*i.e.*, August 1 for data as of the end of June and February 1 for data as of the end of December) through February 1, 2016, Frontier will provide the Wireline Competition Bureau with a report of the percentage of households within the areas being transferred from Verizon to which Frontier offers broadband services capable of delivering at least 3 Mbps (download), and, commencing with the report due August 1, 2014, broadband services capable of delivering at least 4 Mbps (download).

4. Subject to appropriate confidentiality protections, beginning on March 31, 2011, for data as of the end of the previous December, and each year thereafter through March 31, 2016, for the areas transferred from Verizon, Frontier will report to the Wireline Competition Bureau the number of households by state to which Frontier has extended broadband service of at

[1] As used herein, all speeds are the data throughput delivered between the network interface unit (NIU) located at the end-user's premises and the service provider Internet gateway that is the shortest administrative distance from that NIU.

least 3 Mbps (download) that, to the best of Frontier's knowledge, are located in wire centers that lacked a terrestrial broadband service as of the Transaction Closing Date.

5. Subject to appropriate confidentiality protections, Frontier will provide the Commission, upon request, periodic reports on its broadband adoption initiatives.

6. Frontier will work cooperatively with the Commission to facilitate the Commission's efforts to develop and implement a meaningful and fair broadband speed evaluation.

OSS

13 States (i.e., other than West Virginia)

7. Orders will be processed in compliance with federal and state law, as well as the terms of applicable interconnection agreements.

8. If, within three years after the Transaction Closing Date, Frontier plans to transition from any of the support systems transferred from Verizon to Frontier's legacy systems, or to any new systems, subject to appropriate confidentiality protections, Frontier will prepare and submit a detailed operations support system ("OSS") integration plan to the Wireline Competition Bureau, and the state commission of any affected state. Frontier's integration plan will describe the OSS to be replaced, the surviving OSS, and why the change is being made. The OSS integration plan will describe Frontier's previous experience with integrating the OSS in other jurisdictions, specifying any problems that occurred in that integration process and what has been done to avert those problems in the planned transition for the affected states. Frontier's OSS integration plan also will 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 will be prepared by information technology professionals with detailed experience and knowledge regarding the systems integration process and requirements. Frontier also will commit to provide this OSS integration plan to the Wireline Competition Bureau and commission of any affected state no less than 180 days prior to implementing the system transition, subject to appropriate confidentiality protections.

9. At least 180 days before transition of any of the support systems transferred from Verizon that support wholesale services to any other wholesale operations support systems, Frontier will file its proposed transition plan with the Commission, as described in Paragraph 8, above and seek input from CLECs on any changes in wholesale functionality or e-bonding.

10. Prior to discontinuing any portion of the maintenance services provided under the Verizon Software License Agreement, if other than through a transition as described in Paragraph 8, above, subject to appropriate confidentiality protections, Frontier will file a notice with the FCC of its intent to do so at least 180 days prior to discontinuing that portion of the maintenance services provided under the Verizon Software License Agreement, and will certify that Frontier has conducted a review and has concluded that the discontinued portions of the agreement are either no longer necessary, or Frontier has obtained an alternative source for those maintenance services. Frontier will not discontinue maintenance services

that remain necessary, or for which Frontier does not have an alternative source. Frontier's notice will describe the maintenance services to be discontinued, and why the change is being made. Frontier will also identify planned contingency actions in the event of Frontier encountering a difficulty, as part of the discontinuance of those portions of maintenance service provided under the Verizon Software License Agreement. This paragraph shall apply for the lesser of three years from the Transaction Closing Date or as long as Frontier is obtaining OSS maintenance services from Verizon pursuant to the Verizon Software License Agreement.

11. Following the Transaction Closing Date, in the areas transferred from Verizon, Frontier will (1) continue to provide the monthly reports of wholesale performance metrics that Verizon currently provides to CLECs and provide access to these metrics to state Commission or FCC staff; (2) comply with all wholesale performance reporting requirements and associated penalty regimes currently applicable to Verizon, including but not limited to those applicable under Performance Assurance Plans and Carrier-to-Carrier Guidelines; (3) continue to provide the performance reports that Verizon currently provides to wholesale customers under the Joint Partial Settlement Agreement, effective March 2008, for California, Indiana, North Carolina, Ohio, Oregon and Washington ("Joint Partial Settlement Agreement");[2] and (4) provide the performance reports that Verizon currently provides to existing wholesale customers to any new entrants in the legacy Verizon territory in the 13 affected States.

12. In the areas transferred from Verizon, Frontier will maintain wholesale functionality, performance and e-bonding at a level that is at least comparable to what Verizon is providing prior to the close of the transaction. Frontier will maintain the following service metrics on a quarterly basis, separately for each state (other than Arizona, California and Nevada, which would be reported as a group), except as noted below:

    - Pre-Ordering – Average response time to pre-order queries calculated in seconds, which measures the number of seconds from Frontier's receipt of a query from a CLEC to the time Frontier returns the requested data to the CLEC. This would be reported for all areas transferred from Verizon in aggregate.
    - Provisioning – Missed Appointment Rates and the average of by how many days the appointment was missed, Average Delay Days. This will be broken out by Resale and UNE Loop;
    - Repair/Maintenance – Network Trouble Report Rate, which measures the total number of network customer trouble reports received within a calendar month per 100 units/UNEs, separately for Resale and UNE Loop;
    - Repair/Maintenance – Mean Time to Repair, which measures the average duration from the receipt of the customer trouble report to the time the trouble is cleared, separately for Resale and UNE Loop; and
    - Carrier Service Center – Average Speed of Answer, the average time it takes Frontier's local customer service center(s) to answer a repair or ordering call. This would be reported for all areas transferred from Verizon in aggregate.

[2] http://www22.verizon.com/wholesale/attachments/east-perf_meas/CA_FL_IN_NC_OH_JPSA_BLACKLINE.doc.

For the above-described metrics, Frontier will maintain a comparison of actual quarterly results to a benchmark value to be set at one standard deviation below the twelve-month average results achieved for the twelve months prior to the Transaction Closing Date. Frontier will maintain service at a level that is no worse than the benchmark value, 90 percent of the time over four consecutive quarters beginning with the Transaction Closing Date.

13. Frontier will continue to make available to each wholesale carrier the types of information that Verizon currently makes available concerning wholesale operations support systems and wholesale business practices via the CLEC Manual, industry letters, and the change management process. In addition, Frontier will continue the CLEC User Forum process following the transition or cutover date. Frontier will provide the wholesale carriers training and education on any wholesale operations support systems implemented by Frontier after closing without charge to the wholesale carrier.

14. Frontier will maintain a Change Management Process ("CMP") similar to Verizon's current process, including CMP meetings the frequency of which for the first twelve months from the Transaction Closing Date shall be monthly, and thereafter, as agreed upon by the parties and a commitment to at least two OSS releases per year. Pending CLEC Change Requests will be completed in a commercially reasonable time frame.

15. Frontier shall ensure that the legacy Verizon Wholesale and CLEC support centers are sufficiently staffed by adequately trained personnel dedicated exclusively to wholesale operations so as to provide a level of service that is comparable to that which was provided by Verizon prior to the transaction and to ensure the protection of CLEC information from being used for Frontier's retail operations.

West Virginia

16. Orders will be processed in compliance with federal and state law, as well as the terms of applicable interconnection agreements.

17. In the West Virginia areas being transferred from Verizon, Frontier will implement OSS, including e-bonding and the Synchronoss Front End system, at a level that is functionally comparable to what Verizon is providing prior to closing of the subject transaction.

18. Frontier WV will continue to make available to each wholesale carrier the types of information that Verizon West Virginia currently makes available concerning wholesale operations support systems and wholesale business practices via the CLEC Manual, industry letters, and the change management process. In addition, Frontier WV will continue the CLEC User Forum process following closing. Frontier WV will provide wholesale carriers training and education on the wholesale operations support systems implemented by Frontier WV after closing without charge to the wholesale carrier.

19. Frontier WV will maintain a Change Management Process ("CMP") similar to Verizon West Virginia's current process, including CMP meetings the frequency of which for the first twelve months from the Transaction Closing Date shall be monthly, and thereafter, as agreed upon by the parties.

20. Frontier WV will continue to comply with Verizon WV's obligations under the C2C Guidelines and Performance Assurance Plan ("PAP"). Following the closing, Frontier shall continue to provide the monthly reports of wholesale performance metrics (CLEC PAP) that Verizon provides as of closing of the transaction and provide access to these metrics to FCC and state commission staff and the West Virginia Consumer Advocate Division.

21. Frontier WV will ensure that the Wholesale and CLEC support centers are sufficiently staffed by adequately trained personnel dedicated exclusively to wholesale operations so as to provide a level of service that is comparable to that which was provided by Verizon prior to the transaction and to ensure the protection of CLEC information from being used for Frontier's retail operations.