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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

In the Matter of the Joint Application of
Frontier Communications Corporation,
Frontier Communications of America, Inc (U
5429C), Verizon California Inc. (U 1002 C),
Verizon Long Distance, LLC (U 5732 C), and
Newco West Holdings LLC for Approval of
Transfer of Control Over Verizon California
Inc. and Related Approval of Transfer of
Assets and Certifications

Application 15-03-005
(Filed March 18, 2015)

JOINT MOTION FOR ADOPTION OF SETTLEMENT AGREEMENT

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September 4, 2015

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I. INTRODUCTION.

Pursuant to Rule 12.1 of the California Public Utilities Commission’s (“Commission”) Rules of Practice and Procedure (“Rules”), Frontier Communications Corporation and Frontier Communications of America, Inc. (collectively, “Frontier”), the California Association of Competitive Telecommunication Companies (“CALTEL”), PAETEC Communications Inc. (“PAETEC”), and O1 Communications (“O1”) (CALTEL, PAETEC and O1 are collectively referred to as the “Joint CLECs”) each join in this Joint Motion. Frontier and the Joint CLECs are collectively identified as the “Parties.” The Parties request the Commission adopt the Settlement Agreement entered into between and among the Parties on August 21, 2015 (“Settlement Agreement”) as to the issues covered by the Settlement Agreement. A copy of the Settlement Agreement is attached hereto as Exhibit 1.

The Settlement Agreement reflects the agreed-upon resolution of issues raised by each of the Joint CLECs in this proceeding and the Parties submit that the attached Settlement Agreement is reasonable in light of the whole record, consistent with the law, and in the public interest. This Settlement Agreement meets the standard under Rule 12.1(d), and should be adopted by the Commission as a resolution of the issues raised by the CLECs and wholesale access customers in this proceeding.

This motion is being submitted contemporaneously with a Motion for Order Shortening Time, pursuant to which the Parties request that comments on the Settlement Agreement presented by this Motion be submitted within 15 days, with a due date of September 21, 2015. This will allow all views on this Settlement Agreement to be known sufficiently in advance of the briefing dates to allow these issues to be fully addressed in the briefs.

II. PROCEDURAL BACKGROUND.

Frontier and Verizon California Inc., Verizon Long Distance and Newco West Holdings LLC filed Application 15-03-005 on March 18, 2015 seeking Commission approval to transfer assets and certifications held by Verizon California (“Verizon”) to Frontier (“the Transaction”).

1 CALTEL filed a Motion for party status on March 26, 2015 and a Response to the Application on
2 April 27, 2015 raising key areas of concern relating to effects the Transaction might have on
3 Competitive Local Exchange Carriers ("CLECs"). Also on April 27, 2015, O1 submitted a motion
4 for party status in this proceeding and raised concerns similar to those raised in the CALTEL
5 Response. PAETEC later made an oral motion for party status at the June 10, 2015 Pre-Hearing
6 Conference in this proceeding. Both O1 and PAETEC were granted party status. Frontier replied
7 to the CALTEL Response in a Joint Reply filed on May 7, 2015 addressing the subjects in
8 CALTEL's Response.

9 Frontier submitted pre-filed testimony summarizing the proposed Transaction between
10 Frontier and Verizon and addressing its compliance with the California Public Utilities Code and
11 Commission Rules, including the requirements of Public Utilities Code Section 854. The Joint
12 CLECs submitted pre-filed testimony summarizing the potential impacts of the Proposed
13 Transaction on CLECs, on competition, and on the end user customers that they serve. CALTEL
14 also propounded various Data Requests on the Applicants related to concerns CALTEL raised in
15 its Response to the Application.

16 On June 5, 2015 the Administration Law Judge ("ALJ") issued a ruling setting a series of
17 Public Participation Hearings ("PPH") to be held throughout Verizon's service territory. These
18 PPHs have been ongoing as scheduled. On June 10, 2015 the assigned and the Assigned
19 Commissioner jointly presided over a prehearing conference ("PHC"). On July 2, 2015 the
20 Assigned Commissioner issued an Amended Scoping Ruling incorporating several additional
21 issues raised at the PHC.

22 During this time, the Parties have engaged in substantive settlement discussions to settle
23 issues and concerns raised by the Joint CLECs in this proceeding. Key issues discussed and now
24 resolved through this Settlement Agreement include: (1) most issues related to Section 251/252
25 Interconnection Agreements and Commercial Agreements, particularly Unbundled Network
26 Elements ("UNEs") and other wholesale inputs and services, (2) access to loop-to-port
27 combinations provided in wholesale commercial agreements, (3) collocation agreements and
28 arrangements, (4) special access issues, (5) wholesale Operations Support Systems ("OSS"), (6)

1 business processes and resources/staffing, (7) issues related to machine-to-machine Electronic
2 Data Interchange ("EDI") electric ordering and Electric Bonding ("e-bonding") trouble report
3 interfaces.

4 Frontier and the Joint CLECs had a formally noticed settlement conference attended by
5 various other parties to the proceeding on August 21, 2015, in accordance with Rule 12.1(b). The
6 Parties have now arrived at an agreement that is reasonable in light of the record, is in the public
7 interest, and is consistent with the law of the State of California. The Settlement Agreement
8 resolves most of the key issues raised between and among the Parties and issues raised in the July
9 2, 2015 Assigned Commissioner's Amended Scoping Ruling ("Scoping Ruling"). Issue No. 6 in
10 part addresses adequate staffing and resources. Issues No. 10 and 11 are directly focused on
11 competition and CLECs.

12 In summary, the Settlement Agreement resolves many of the key issues raised in this
13 proceeding related to the impact of the transaction on wholesale customers and on competition.
14 Resolving these key issues is in the public interest and therefore, the Parties hereby request the
15 Commission approve this Settlement Agreement.

16 **III. SUMMARY OF SETTLEMENT AGREEMENT.**

17 As a result of their negotiations, the Parties have resolved most of the outstanding issues
18 raised by the Joint CLECs. While this is not an all-party settlement, and it is not a settlement on
19 all issues, this settlement resolves a defined subset of issues relating to wholesale service,
20 Operational Support Systems ("OSS"), and other concerns raised by CLECs. The Parties'
21 Settlement Agreement is summarized as follows:

22 A. A primary concern of the Joint CLECs is to assure that the transition of services
23 from Verizon to Frontier be seamless and that existing Agreements between the individual CLECs
24 and Verizon will be honored by Frontier without changes. Frontier has agreed to this with the
25 exception for changes in law. There are also provisions in the Settlement Agreement covering the
26 negotiation of new or replacement contracts and grandfathering in prices in Verizon's Wholesale
27 Tariffs for an agreed upon period of time.

28

1 B. The Parties all reached mutual agreement on issues related to the manner of
2 assignments of obligations from Verizon to Frontier, the bill and keep arrangements, rates for
3 Unbundled Network Elements (“UNEs”), volume and term agreements, and existing wholesale
4 commercial agreements.

5 C. Further, the Settlement Agreement contains resolution of issues related to
6 operational support system and performance metrics including Frontier committing to implement
7 electronically bonded (“e-bonded”) Operational Support Systems that comply with industry
8 standards, and resolves issues related to local number portability, directory listing, ordering,
9 testing prior to cutover, training sessions for CLEC customers, mitigating extended delays related
10 to wholesale provisioning and repair intervals and performance metrics.

11 D. Paragraphs 15 through 25 include miscellaneous provisions mutually agreed upon
12 by all of the Parties. For example, this section addresses issues related to business processes such
13 as creating a single point of contact or account manager for the CLECs with the authority to
14 handle all CLEC issues, sufficient staffing of trained personnel devoted exclusively to wholesale
15 operations, Frontier agreement not to seek to eliminate any of Verizon's obligations under Section
16 251 of the Communications Act or the Federal Communications Commission rules, issues related
17 to new build ICB charges and issues related to billing disputes with Verizon that might not be
18 resolved prior to the Closing of the Transaction.

19 While the Settlement Agreement resolves the vast majority of the issues raised by the Joint
20 CLECs, it explicitly does not resolve the question of whether the Commission should gather
21 information regarding the physical condition of Verizon California’s network for the purpose of
22 evaluating potential network rehabilitation requirements or adopt other remedies to address service
23 quality, wholesale performance and copper retirement issues and concerns. The Settlement
24 Agreement also does not address the question of whether Frontier should be required to file
25 existing IP-to-IP interconnection agreements that it is assuming from Verizon and make them
26 available for opt-in. The Parties reserve and retain the right to continue to advance their own
27 positions regarding these issues. The specific issues unaffected by the Settlement Agreement are
28 addressed in Paragraph 23 of the Settlement Agreement.

1 **IV. THE SETTLEMENT AGREEMENT IS REASONABLE, LAWFUL, AND IN THE**
2 **PUBLIC INTEREST.**

3 To obtain Commission approval of a settlement, the parties must demonstrate that the
4 settlement is reasonable in light of the whole record, consistent with law, and in the public interest.
5 *See* Rule 12.1(d). In evaluating settlements, the Commission has recognized a strong public
6 policy in California favoring settlements and avoiding litigation. *Re Pacific Bell*, 45 CPUC.2d
7 158, 169, D.92-07-076 (July 22, 1992). The Settlement Agreement satisfies all three requirements
8 of Rule 12.1(d) and should be adopted.

9 First, the terms of the Settlement Agreement are reasonable in light of the whole record.
10 The Settlement Agreement resolves multiple issues related to the provision of competitive local
11 exchange services and removes these issues from any dispute or contention and thereby,
12 preserving and enhancing the competitive local exchange market.

13 Second, the Settlement Agreement is consistent with applicable law. California Public
14 Utilities Code Sections 851 through 854 set forth the criteria for the Commission's review of
15 mergers such as in this case. One of the key provisions is for the Commission to assure that the
16 transaction will not adversely affect competition (PU Code § 854(b)(3)). This Settlement
17 Agreement reflects an agreement between Frontier and its competitors regarding a set of terms that
18 will allow them to compete on reasonable terms.

19 Third, the public interest supports adoption of the Settlement Agreement. Under this
20 Agreement, upon completion of the Transaction, wholesale inputs will be protected, thus enabling
21 CLECs to continue to provide service to their end user retail customers and the Agreement helps
22 to facilitate a prompt review of this Application by the Commission. For these reasons, and all the
23 detailed factual references in the Settlement Agreement itself, adopting the Settlement Agreement
24 is in the public interest.
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Exhibit 1

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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

In the Matter of the Joint Application of)
Frontier Communications Corporation,)
Frontier Communications of America, Inc. (U)
5429 C), Verizon California Inc. (U 1002 C),) Application 15-03-005
Verizon Long Distance, LLC (U 5732 C), and) (Filed March 18, 2015)
Newco West Holdings LLC for Approval of)
Transfer of Control Over Verizon California)
Inc. and Related Approval of Transfer of)
Assets and Certifications)
_____)

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of August 21, 2015, by and between Frontier Communications Corporation on behalf of itself and its subsidiaries (“Frontier”), the California Association of Competitive Telecommunication Companies (“CALTEL”), PAETEC Communications Inc. (“PAETEC”), and O1 Communications (“O1”) in accordance with Article 12 of the California Public Utilities Commission’s (“Commission”) Rules of Practice and Procedure (“Rules”). CALTEL, PAETEC, and O1 Communications are referred to herein individually and collectively as the “Joint CLECs.” Frontier and the Joint CLECs are collectively identified as the “Parties” to this Settlement.

RECITALS

WHEREAS, on March 18, 2015 Frontier and Verizon Communications Inc. (“Verizon”) jointly filed this Application for approval of a transfer of control of Verizon California Inc. (“Verizon California”) to Frontier and related approval to transfer assets and certifications held by Verizon California (“Transaction”); and

WHEREAS, CALTEL filed a Response to the Application on April 27, 2015 highlighting areas of concern relating to the effects of the Transaction on Competitive Local Exchange Carriers

1 (“CLECs”); and

2 WHEREAS, O1 submitted a motion for party status in this proceeding on April 27, 2015,
3 noting concerns similar to what CALTEL had raised in its Response;

4 WHEREAS, PAETEC made an oral motion for party status at the June 10, 2015 Pre-
5 Hearing Conference;

6 WHEREAS, O1’s and PAETEC’s motions for party status have been granted;

7 WHEREAS, on May 7, 2015, Frontier submitted a reply to CALTEL’s Response to the
8 Application that addressed the subjects in CALTEL’s Response;

9 WHEREAS, on May 11, 2015, Frontier submitted pre-filed testimony summarizing the
10 proposed Transaction between Frontier and Verizon, and demonstrating compliance with the
11 California Public Utilities Code and Commission Rules, including the requirements of Public
12 Utilities Code Section 854; and
13

14 WHEREAS, on July 28, 2015, the Joint CLECs submitted pre-filed testimony
15 summarizing the potential impacts of the Proposed Transaction on CLECs, on competition and on
16 the end user customers that they serve; and
17

18 WHEREAS, CALTEL propounded various Data Requests on the Applicants related to
19 concerns CALTEL raised in its Response to the Application; and
20

21 WHEREAS, the Parties have engaged in substantive settlement discussions to settle issues
22 and concerns raised by the Joint CLECs in this proceeding; and

23 WHEREAS, Frontier and the Joint CLECs had a formally noticed settlement conference
24 attended by various other parties to the proceeding on August 21, 2015, in accordance with Rule
25 12.1(b);

26 WHEREAS, the Parties have arrived at an agreement that is reasonable in light of the
27 record, is in the public interest, and is consistent with the law of the State of California;

28

1 AGREEMENT

2 NOW, THEREFORE, based upon mutual agreement reflected in this Settlement
3 Agreement, Frontier and the Joint CLECs agree to resolve issues raised by the Joint CLECs as
4 follows:

5 **A. Interconnection Agreements, Wholesale Tariffs and Other Wholesale Contracts:**

- 6 1. Frontier will honor Verizon California’s existing interconnection agreements entered
7 into pursuant to Sections 251 and 252 of the Communications Act of 1996 and filed
8 with the California PUC (“Interconnection Agreement”), for the later of: their
9 remaining terms or January 1, 2019 (hereinafter “Extended Term”).
- 10 2. Frontier will not request negotiation of any amendment to an effective
11 Interconnection Agreement with Verizon California except for change of law
12 amendments until expiration of the Extended Term.
- 13 3. Frontier will permit any CLEC to use its existing Interconnection Agreement with
14 Verizon California as the starting draft for negotiating a new or replacement
15 Interconnection Agreement for California.
- 16 4. Frontier will grandfather and continue to provide any Verizon California
17 Interconnection Agreement services provided to a particular Joint CLEC as of the
18 completion of the California Transaction (“Closing”) or wholesale services included
19 in Verizon California intrastate carrier service tariffs and regulated by the
20 Commission (“Wholesale Tariffs”) during the Extended Term.
- 21 5. Frontier will honor, assume or take assignment, in whole or in part, of all obligations
22 under Verizon California Wholesale Tariffs and Frontier shall not terminate or
23 increase the Wholesale Tariff rates in effect as of Closing, including maintaining
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existing bill-and-keep arrangements, terms or conditions of any effective Wholesale Tariffs during the Extended Term.

6. Rates for Unbundled Network Elements offered pursuant to Section 251(c)(3), and rates for 251(c) facilities or arrangements offered pursuant to an Interconnection Agreement in effect as of Closing shall not be increased by Frontier during the Extended Term. Frontier will be permitted to advise the Commission that it plans to seek a rate increase in these rates no earlier than one year after Closing. Nothing herein shall be construed to prevent CALTEL, or any Joint CLECs from intervening and opposing such a request.

7. Frontier agrees that Verizon California will adjust revenue commitments and volume thresholds for CLECs with volume and term agreements so that customers retain the same contractual rights after the Closing. Following the Closing, CLECs that maintain the volumes they purchase in California will pay the same effective rates under the volume and term agreements after the Closing that were in effect for California services at Closing.

8. Frontier will honor Verizon California's existing wholesale agreements with CLECs (regardless of whether such contracts is expired by its terms if services are provided under that contract as of the closing date)) entered into as commercial agreements.

B. Operational Support Systems and Performance Metrics:

9. Frontier shall implement electronically bonded ("e-bonded") Frontier Operational Support Systems ("Frontier Systems") that comply with industry standards and maintain in aggregate similar quality of service and level of flow through

1 capability for local number portability (“LNP”) and directory listing (“DL”)
2 orders as the current Verizon California Operational Support Systems
3 (“Verizon California OSS”) for Access Service Requests (“ASRs”) associated with
4 ordering interconnection facility trunks, and for Local Service Requests (“LSRs”)
5 associated with LNP and DL orders. The e-bonded Frontier Systems will include
6 associated pre-ordering, ordering, maintenance and provisioning functionality.
7

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9 10. Frontier will establish and permit CLECs that have submitted orders to Verizon
10 California within one year prior to Closing to use a testing environment on the
11 Frontier Systems to test wholesale orders, including orders for interconnection
12 facilities and trunks and LNP and DL orders. Frontier will work with CLECs on a
13 business-to-business basis to identify and correct any problems that arise during such
14 testing prior to cutover.
15

16 11. Frontier shall provide CLECs that do not currently use the Frontier Systems in at
17 least one Frontier service area a 90-day notice period prior to Closing to implement
18 and obtain training. Between 15 and 90 days prior to the Frontier Systems cutover
19 Frontier shall provide at no cost to a requesting CLEC training sessions
20 regarding the use of Frontier’s Systems for entering LSR, DL and ASR orders
21 (including pre-ordering, ordering, maintenance and provisioning functions).
22

23
24 12. Frontier will take steps to mitigate extended delays or adverse consequences, related
25 to wholesale provisioning and repair intervals as a result of the OSS conversion.
26 Frontier will deploy sufficient staff, including additional employees, to respond to
27 and mitigate service issues that may arise during and following the conversion.
28

1 Frontier will proactively communicate to CLECs account manager and escalation
2 lists, along with a description of the actions and timelines associated with these
3 mitigation measures.

4
5 13. Frontier will comply with reporting requirements for applicable performance metrics
6 that currently apply to Verizon California, including retail services subject to G.O
7 133-C, UNEs and other 251/252 services subject to the Joint Partial Settlement
8 Agreement (JPSA), and special access, Wholesale Advantage and other services
9 subject to contractual Service Level Agreements (SLAs). On an aggregate basis
10 considering all reported JPSA metrics, Frontier will provide comparable or better
11 performance than that provided by Verizon California in the year prior to Closing.
12

13 14. Frontier will maintain a Change Management Process (“CMP”) including CMP
14 meetings, the frequency of which for the first 12 months from Closing shall be
15 monthly, and thereafter, as agreed upon by the Parties.
16

17 **C. Miscellaneous:**
18

19 15. Frontier shall provide to CALTEL’s Executive Director as well as to individual
20 CLECs, including but not limited to those wholesale customers that purchase UNEs,
21 special access services, and collocation arrangements, and shall maintain on a going-
22 forward basis, updated escalation procedures, contact lists and account manager
23 information as are in place at least 30 days prior to the Closing. The updated contact
24 lists shall identify and assign a single point of contact or account manager (“SPOC”)
25 for the CLECs with the authority to address ordering, provisioning, billing and
26 Frontier System maintenance issues. Frontier agrees that CALTEL may be requested
27 by its members to interface with the SPOC and/or document issues that are common
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1 to one or more CALTEL members. Frontier will work with CALTEL and/or
2 individual CLECs to identify the appropriate point of contact to address technical and
3 network escalation issues.
4

5 16. Frontier shall ensure that the Wholesale and CLEC support centers are sufficiently
6 staffed by adequately trained personnel dedicated exclusively to wholesale
7 operations so as to provide a level of service that is at least of the same level of
8 quality provided by Verizon California prior to Closing.
9

10 17. Frontier shall not seek to eliminate any of Verizon California's current obligations
11 under Section 251 of the Communications Act or the Federal Communications
12 Commission's ("FCC") rules implementing Section 251 except pursuant to
13 generally-applicable changes resulting from court interpretations of Section 251 or
14 changes to the FCC's rules. For example, Frontier shall not seek to reclassify any
15 California wire centers as "non-impaired" or file any new petition under Section 10
16 of the Communications Act seeking forbearance from any Section 251 or dominant
17 carrier regulation. Frontier shall also not file any requests to seek relief (to the extent
18 it might be available) to be characterized as a rural carrier under or pursuant to
19 Section 251(f)(1). Frontier agrees that if Verizon or Frontier builds transport facilities
20 between non-contiguous Verizon California exchanges in the same local calling area,
21 and sufficient transport capacity exists, Frontier will make the transport facilities
22 available between the exchanges in accordance with the terms of an ICA between the
23 parties or on commercially agreed upon terms.
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- 18. Frontier will not require carriers to pay construction charges to install fiber, if working copper facilities have capacity and are available. Frontier will perform routine network modifications on copper facilities as Frontier reasonable determines to be appropriate and necessary. If Frontier denies any service request on the basis that no facilities are available, Frontier will inform the requesting CLEC of the copper facilities that terminate at the requested service location and identify the copper facilities that were tested.
- 19. For each collocation arrangement (including expansion) or power augment provided under the existing Verizon California Interconnection Agreement for which Frontier seeks to assess new build ICB charges (NRCs, MRCs, or both), Frontier will provide the CLEC with a detailed cost estimate, including details regarding equipment being purchased, construction timeline, and documentation demonstrating the proposed charges only cover the reasonable costs attributable to the request. A Joint CLEC will have the right to dispute the collocation estimate via the dispute resolution process contained in its Interconnection Agreement
- 20. Frontier commits to work in good faith to promptly resolve any billing disputes that were not resolved with Verizon California prior to Closing.
- 21. Frontier commits to meeting with CALTEL and the other Joint CLECs following Closing to discuss in good faith alternative or commercial arrangements on a case by case basis that may allow a CLEC to interconnect Verizon California noncontiguous service areas in California.
- 22. Except as provided in paragraph 24 and 25 below, the Joint CLECs agree that CALTEL its members, PAETEC and O1 Communications will not oppose, seek to

1 delay, or seek to impose conditions on the proposed transaction regarding Frontier's
2 acquisition of the Verizon California operations in California in any federal, state or
3 local regulatory or legislative proceeding, including Docket 15-03-005. As agreed
4 to by Frontier and the Joint CLECs and based on applicable regulatory requirements,
5 the Parties will file a joint motion with the Commission asking the Commission to
6 approve this Settlement Agreement in Docket 15-03-005.
7

8 23. Frontier agrees that nothing in this Settlement Agreement prohibits CALTEL or the
9 other Joint CLECs from advocating (including by filing comments, briefs and
10 testimony), in this or any other Commission proceeding that:
11

12 1) the Commission should gather information regarding the physical condition
13 of Verizon California's network to determine whether Verizon should be ordered to
14 rehabilitate the network facilities or adopt other remedies to address service quality,
15 wholesale performance, and copper retirement issues and concerns;
16

17 2) the Commission should require Frontier to file and make available for opt-
18 in on a non-discriminatory basis agreements relating to the exchange of IP-to-IP
19 traffic (interconnection), including agreements (written or unwritten) that it is
20 assuming between the Verizon California and Verizon Wireless, Verizon CLEC
21 affiliates, any other Verizon subsidiary or affiliate, and/or with any third party carrier
22 or IP provider in the areas served by the Frontier ILEC.
23

24 3) XO Communications, as a member of CALTEL, from advocating in this or any
25 other proceeding with respect to those issue set forth in the testimony XO
26 Communications filed on July 28, 2015 in Application 15-03-005. . In addition, XO
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1 Communications is not precluded from responding to pre-filed testimony of Frontier
2 and Verizon concerning XO specific issues.

3
4 24. Frontier agrees that nothing in this Settlement Agreement forecloses any of the Joint
5 CLECs from opposing, seeking delay, or seeking to impose conditions at the FCC or
6 in any regulatory, legislative or judicial proceedings, which concern intrastate
7 services outside California, interstate or unregulated services or issues of national
8 interest.

9
10 **D. Legal Terms:**

11
12 A. The provisions of this Settlement Agreement are not severable and shall only become
13 effective after the Commission has entered an order approving this Settlement
14 Agreement without modification. If the Proposed Transaction is not approved by the
15 Commission, or otherwise does not close, or this Settlement Agreement is modified
16 in any way by the Commission, the Settlement Agreement is null and void. If the
17 Commission orders any changes to the Settlement Agreement, the Parties agree to
18 negotiate in good faith in order to restore the balance of benefits and burdens of the
19 Settlement Agreement in light of the Commission's decision.

20
21 B. Unless expressly provided herein the obligations under the Settlement Agreement
22 expire January 1, 2019.

23
24 C. Frontier agrees to provide quarterly compliance reports for all settlement terms herein
25 to the service list in this proceeding (or a new proceeding established for compliance
26 monitoring) during the term of this agreement. CALTEL and/or individual Joint
27 CLECs will have the opportunity to notify Frontier with any complaints about
28

1 compliance, and be afforded the opportunity of speedy resolution of any disputes. If
2 the Commission determines that Frontier does not promptly and fully comply with
3 the terms of this Settlement Agreement then CALTEL, or individual Joint CLECs,
4 may take enforcement action against Frontier.
5

6 D. The Commission shall have exclusive jurisdiction over any issues related to this
7 Settlement Agreement and no other court, regulatory agency or other governing body
8 will have jurisdiction over any issue related to the interpretation of this Settlement
9 Agreement, or the rights of the Parties in this Settlement Agreement, with the
10 exception of any court that may now or in the future, by statute or otherwise, have
11 jurisdiction to review Commission decisions.
12

13 E. This Settlement Agreement was jointly prepared by the Parties and any uncertainty or
14 ambiguity existing in the document will not be interpreted against any party on the
15 basis that such party drafted or prepared the Settlement Agreement.
16

17 F. Each of the undersigned Parties agrees to abide by the terms of this Settlement
18 Agreement. The rights conferred and obligations imposed on any Party by the
19 Settlement Agreement shall inure to the benefit of and be binding on that Party's
20 successors in interest and assignees as if such successor or assignee were itself a
21 party hereto.
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23 G. The Settlement Agreement may be executed in counterparts.
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25 H. This Settlement Agreement constitutes and represents the entire agreement between
26 the Parties and supersedes all prior and contemporaneous agreements, negotiations,
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representations, warranties and understandings of the Parties with respect to the subject matter set forth herein.

I. This Settlement Agreement cannot be amended or changed except by a written amendment signed by all Parties and approved by the Commission.

J. By signing below, each signatory represents and warrants that he/she is authorized to sign this Settlement Agreement on such Party's behalf and thereby binds such Party to the terms of this Settlement Agreement.

FRONTIER COMMUNICATIONS CORPORATION

Dated: _____ By: _____

CALIFORNIA ASSOCIATION OF COMPETITIVE COMPANIES

Dated: _____ By: _____

PAETEC COMMUNICATIONS INC.

Dated: 9-4-15 By: *Neil J...*

O1 COMMUNICATIONS

Dated: _____ By: _____

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FRONTIER COMMUNICATIONS CORPORATION

Dated: _____ By: _____

CALIFORNIA ASSOCIATION OF COMPETITIVE COMPANIES

Dated: _____ By: _____

PAETEC COMMUNICATIONS INC.

Dated: _____ By: _____

O1 COMMUNICATIONS

Dated: 9/4/15 By: 

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representations, warranties and understandings of the Parties with respect to the subject matter set forth herein.

I. This Settlement Agreement cannot be amended or changed except by a written amendment signed by all Parties and approved by the Commission.

J. By signing below, each signatory represents and warrants that he/she is authorized to sign this Settlement Agreement on such Party's behalf and thereby binds such Party to the terms of this Settlement Agreement.

FRONTIER COMMUNICATIONS CORPORATION

Dated: 9-4-15

By: 

CALIFORNIA ASSOCIATION OF COMPETITIVE COMPANIES

Dated: _____

By: _____

PAETEC COMMUNICATIONS INC.

Dated: _____

By: _____

O1 COMMUNICATIONS

Dated: _____

By: _____

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FRONTIER COMMUNICATIONS CORPORATION

Dated: _____ By: _____

CALIFORNIA ASSOCIATION OF COMPETITIVE COMPANIES

Dated: 9/4/15 By: Nancy E. Lubamersky

PAETEC COMMUNICATIONS INC.

Dated: _____ By: _____

O1 COMMUNICATIONS

Dated: _____ By: _____