BEFORE THE
STATE CORPORATION COMMISSION
OF THE COMMONWEALTH OF VIRGINIA

ESTABLISHMENT OF A	**:**	
COLLABORATIVE COMMITTEE	**:**	**Case No. PUC000026**
TO INVESTIGATE MARKET	**:**	
OPENING MEASURES	**:**	

VERIZON VIRGINIA INC.'s REPLY COMMENTS
ON THE "VIRGINIA CARRIER-TO-CARRIER GUIDELINES
PERFORMANCE STANDARDS AND REPORTS"

Verizon Virginia Inc. ("Verizon VA") submits the following reply to the comments of AT&T and Cox with regard to the proposed "Virginia Carrier-to-Carrier Guidelines Performance Standards and Reports" ("VA Guidelines").

A. The Commission Should Adopt the VA Guidelines as Proposed by Verizon VA.

AT&T has recommended numerous changes to the VA Guidelines. Cox has suggested changes to Metric OR-6-04. Except as noted below, the Commission should reject these changes and adopt the VA Guidelines as proposed by Verizon VA.

1. Exhibit 1.

Verizon VA's proposed Exhibit 1 contains several provisions that are critical for the fair operation of the VA Guidelines. If these provisions are not included in the VA Guidelines, they should be implemented through the Commission's order that adopts the VA Guidelines.

AT&T objects to Exhibit 1 on the ground that it is not a part of the New York Guidelines. It is true that Exhibit 1 is not a part of the New York Guidelines. However, Exhibit 1 is not a document created out of whole cloth by Verizon VA. Rather, Exhibit 1

as proposed by Verizon VA is substantially the same as Exhibit 1 as adopted in Pennsylvania and New Jersey. The important reasons that were the basis for the adoption of Exhibit 1 in Pennsylvania and New Jersey also apply in Virginia and should be addressed by the Commission.

A. "Skewed Data."

Verizon VA's proposed "Skewed Data" section states:

> **"Skewed Data.** Verizon shall not be responsible for a failure to meet a performance standard, to the extent such failure was the result of: (a) a Force Majeure event; (b) a statistically invalid measurement; or, (c) Event Driven Clustering, Location Driven Clustering, Time Driven Clustering, or CLEC Actions, as described in Appendix K.
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> Force Majeure events include the following: (a) events or causes beyond the reasonable control of Verizon; or, (b) unusually severe weather conditions, earthquake, fire, explosion, flood, epidemic, war, revolution, civil disturbances, acts of public enemies, any law, order, regulation, ordinance or requirement of any governmental or legal body, strikes, labor slowdowns, picketing or boycotts, unavailability of equipment, parts or repairs thereof, or any acts of God.
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> If Verizon claims that it is excused under this Exhibit 1, Section 3 from meeting a performance standard, Verizon will submit notice to the Commission and all affected CLECs at the time that it submits the applicable monthly performance report. If any interested party wishes to dispute Verizon's claim, it must do so within thirty (30) calendar days after the monthly report is submitted to the Commission, by requesting the Commission to institute an appropriate proceeding to resolve the dispute."

This section addresses two important points. First, Verizon VA should not be held responsible for a failure to meet a performance standard if the failure was the result of an event or cause beyond its reasonable control (a "Force Majeure" event). It is simply unfair and beyond the expectation of the parties to a commercial relationship that a party should be held responsible for a failure to meets its obligations when the failure was the result of an event or cause it could not control. The validity of Force Majeure

provisions is recognized by the fact that such provisions are included in almost every contract, including the interconnection agreements between Verizon VA and CLECs.[1]

Second, the "Skewed Data" section recognizes that the integrity of the measurements in the VA Guidelines is dependent on their statistical validity. Verizon VA should not be held responsible for an apparent failure to meet a performance standard if that apparent failure was simply the result of a statistical invalidity in the measurement and not an actual deficiency in performance.

Appendix K of the VA Guidelines identifies some of the more common forms of statistical problems that may affect the validity of a measurement. However, there could be other statistical problems that result in invalid assessments of Verizon VA's performance and accordingly the quoted section also allows Verizon VA to raise these problems.

i. The "Skewed Data" Section Should be Included in the VA Guidelines.

AT&T claims that the "Skewed Data" section should be rejected because it pertains only to remedies and therefore should be addressed not in the VA Guidelines, but in the Performance Assurance Plan. This is wrong.

Once the VA Guidelines become effective, Verizon VA will have an obligation to comply with them, including the standards that they contain. This obligation will apply even if the Commission never adopts a Performance Assurance Plan.[2]

If the Commission is to impose on Verizon VA by order an obligation to comply with the VA Guidelines standards, it must also provide a mechanism for Verizon VA to

[1] The application of Force Majeure principles is also recognized by the Uniform Commercial Code. See, Code of Virginia, § 8.2-615.

[2] For instance, the New Jersey Board of Public Utilities adopted the New Jersey Guidelines over a year ago. However, it has yet to adopt a performance assurance plan.

raise in an appropriate case reasons why it should not be held responsible for a failure or apparent failure to meet a performance standard. The "Skewed Data" section provides this mechanism by establishing a process for Verizon VA to be excused from a failure or apparent failure to meet a performance standard for reasons beyond its control or due to the statistical invalidity of the measurements involved.

ii. The "Skewed Data" Section is Consistent with the Remainder of the VA Guidelines.

The "Skewed Data" provision sets out a simple process for raising Force Majeure and statistical invalidity issues. If Verizon VA claims that it should be excused from meeting a performance standard, it will give notice of this claim when it files its monthly performance report. Should a CLEC object to this claim, it can submit its objection to the Commission and the Commission will decide the issue.[3]

AT&T asserts that because Verizon VA's process does not also mention requirements for provision of supporting data contained in Appendix K, the "Skewed Data" section is inconsistent with Appendix K. This criticism, though, ignores the common rule of construction for statutes, regulations and contracts, that the various provisions of a document need to be read together. If Appendix K imposes a requirement in addition to the "Skewed Data" section, Verizon VA will have to meet both requirements.

iii. The "Skewed Data" Process is Fair and Simple to Administer.

AT&T claims that the "Skewed Data" process allows Verizon VA to excuse its own failures. However, this is clearly not the case.

[3] This process was expressly approved by the Pennsylvania Public Utility Commission. See, *Joint Petition of NextLINK Pennsylvania, Inc., et al.*, Pa. P.U.C., P-00991643, 163-167 (12/31/99).

As noted above, the "Skewed Data" process requires Verizon VA to give notice to the Commission and to all interested parties of a claim to be excused from failing to meet a performance standard. Any party can then request the Commission to determine whether Verizon VA's claim for relief should be granted. Thus, in the end, if any party objects to Verizon VA's claim, it will be the Commission – and not Verizon VA – that will determine whether the relief should be granted.

iv. The "Skewed Data" Provisions Do Not Mask Discriminatory Performance.

AT&T complains that allowing Verizon VA to claim relief due to a Force Majeure event could mask discriminatory performance. This is clearly untrue.

By its own terms, the "Skewed Data" section allows Verizon VA to claim relief due to a Force Majeure event only "to the extent" a failure to meet a standard was the result of a Force Majeure event. If a Force Majeure event occurs and Verizon VA claims relief because of it, the Commission will be able to decide whether the failure was in fact the result of that Force Majeure event, or is attributable to other causes, such as discriminatory behavior by Verizon VA.

AT&T's claim that a strike would give Verizon VA the opportunity to give preferential treatment to its own retail customers is simply inconsistent with the language of the "Skewed Data" section. Since Verizon VA's substandard performance is excused only "to the extent" that it results from the Force Majeure event, if the cause of the substandard performance was preferential treatment of Verizon VA retail customers during the strike, rather than the disruptions of the strike itself, the relief provided by the "Skewed Data" section would not apply.

v. The "Skewed Data" Section is Reasonable in its Coverage.

AT&T claims that the "Skewed Data" section is overly broad. This section, though, is reasonable in its coverage. It lists examples of Force Majeure events that are commonly found in contract provisions. Since the Commission will ultimately decide in a given instance whether performance should be excused due to a Force Majeure event, any alleged over-breadth can be prevented by a reasonable interpretation of the section by the Commission.

AT&T also demands that the section should apply "only to the extent that a Force Majeure event caused the portion of the degraded service." However, this is exactly what the "Skewed Data" section already says.

vi. **Relief for Statistical Invalidity is Proper.**

In a footnote, AT&T also objects to the portion of the "Skewed Data" section that grants Verizon VA relief in the event that an apparent failure to meet a performance standard is the result of a "statistically invalid measurement." As was noted above, though, this provision is a necessary one. While some of the more common types of statistical invalidity are specifically addressed in Appendix K, because of the great complexity of the statistical issues that can arise in conjunction with the VA Guidelines measurements it is not possible to expressly address all of the statistical problems that could arise. Accordingly, a general provision of the type proposed by Verizon VA is necessary. In the end, of course, the Commission can decide on a case-by-case basis whether a claim for relief based on a statistical issue is appropriate.

B. Confidentiality.

Exhibit 1 contains a section that protects the confidentiality of information contained in the performance reports, including CLEC specific information, Verizon affiliate information and Verizon retail information. This section is intended to protect carrier-specific information in performance reports that is not publicly available from use for competitive purposes. For instance, it would protect the information of a CLEC from use by Verizon VA for competitive purposes, and would protect the information of a Verizon affiliate from use by a CLEC for competitive purposes.

AT&T objects to this provision. First, AT&T claims that this provision is not contained in the New York Guidelines and that the information in the New York Guidelines is not subject to confidentiality protections. In fact, though, the data in the New York reports is covered by a confidentiality order adopted by the New York Public Service Commission (see Appendix A). Moreover, both the Pennsylvania[4] and New Jersey Guidelines contain a confidentiality provision.

Second, AT&T claims that the section is overly broad, particularly in that it may apply to information that is already in the public domain. However, the section by its own terms excludes from its coverage information that has been made publicly available.

Third, AT&T asserts that the confidentiality provisions might limit access of interested Commonwealth agencies to the data in the performance reports. This, though, overlooks the fact that the reports (except for CLEC Specific data) are provided to the Commission, which can make the data available to other appropriate Commonwealth agencies to the extent permitted by the Commission's rules.[5]

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[4] Inclusion of confidentiality provisions was approved by the Pennsylvania Public Utility Commission. See, *Joint Petition of NextLINK Pennsylvania, Inc., et al.*, Pa. P.U.C., P-00991643, 175-176 (12/31/99).

[5] The confidentiality section by its own terms limits disclosure and use of information by Verizon VA and CLECs, but not by the Commission.

Verizon VA understands that the confidentiality of information in performance reports is an issue that is currently being discussed by the New York Working Group. To the extent that Verizon reaches agreement with CLECs on changes to the confidentiality rules in New York which are approved by the New York PSC, Verizon VA is prepared to propose those changes for Virginia. However, in the mean time, the Commission should adopt the confidentiality provisions contained in Exhibit 1.

C. The Reporting Dates Proposed by Verizon VA are Reasonable.

Verizon VA has proposed reporting CLEC Aggregate and Verizon Affiliate Aggregate data on the 27th of the month and CLEC Specific data on the 29th of month. AT&T claims this differs from the practice in other jurisdictions, which is to provide reports on the 25th of the month, and that it will delay CLEC state-to-state comparison of performance results and remedies payments.

Verizon VA has proposed reporting a few days later in Virginia than in other jurisdictions in order to balance overall Verizon workload and provide a more orderly distribution of performance reports. It is difficult to conceive how a delay of a few days will harm a CLEC or unreasonably delay any remedy payments that may be due.

D. If CLECs Wish to Claim the Benefits of the VA Guidelines, They Must Comply with the Forecasting and Other Provisions of the VA Guidelines that Apply to CLECs.

Paragraph 6 of Exhibit 1 imposes on CLECs an obligation to comply with the provisions of the VA Guidelines that apply to them. This is a reasonable provision because Verizon VA's ability to meet the performance standards imposed by the VA Guidelines will in some instances be dependent on a CLEC's complying with the provisions of the VA Guidelines that are applicable to it. For instance, if a CLEC fails to

provide trunk forecasts in accordance with Appendix I or collocation forecasts in accordance with Appendix J, Verizon VA's ability to meet the performance standards in Metric NP-1, which measures trunk blockage, and Metric NP-2, which measures timeliness of installation of collocation arrangements, may be impaired.

AT&T tries to avoid these obligations by claiming that they may be inconsistent with interconnection agreement obligations. However, this ignores the fact that the VA Guidelines will operate independently of a CLEC's interconnection agreement with Verizon VA. In order for the measurements to function in a manner that is uniform for all CLECs, certain CLEC obligations, such as forecasting, must apply uniformly. If a CLEC does not wish to comply with the forecasting provisions of the VA Guidelines, it should not then be able to claim the benefits of the VA Guidelines that are dependent on such compliance.[6]

2. Metric PO-2.

Metric PO-2 measures the availability of Verizon VA's operations support system ("OSS") interfaces (EDI, Web GUI, CORBA, Maintenance Electronic Bonding). These interfaces permit CLECs to electronically submit pre-ordering, ordering and maintenance transactions to Verizon VA.

AT&T complains that the metric, as written, is deficient because it fails to state that Verizon VA will measure all of the servers for each type of OSS interface and fails to include a statement of the algorithm that Verizon VA will use to aggregate the performance of multiple OSS servers. The metric as proposed by Verizon VA, though, is

[6] AT&T also argues that Section 6 is inconsistent with Appendix K, which allows Verizon VA to raise the issue of the impact of inappropriate CLEC behavior on its measured performance. These provisions, though, are not inconsistent, but rather complimentary. Section 6 establishes a CLEC duty to comply with applicable portions of the Guidelines. Appendix K recognizes that Verizon VA may seek to be excused

the metric that is included in the New York Guidelines. As AT&T notes, the metric has been in effect in New York for over eighteen months.

If the metric has operated satisfactorily in New York without AT&T's proposed revisions, there does not appear to be a compelling reason to adopt for the VA Guidelines the change that AT&T advocates. If AT&T believes that addressing this point is important, it may do so in the existing service quality proceeding in New York, and, if the New York Guidelines are revised to include AT&T's proposed changes, advocate adoption of those changes for the VA Guidelines.

3. Metric PO-3.

Metric PO-3 measures the timeliness of call answering by Verizon VA's centers that handle CLEC inquiries concerning ordering, provisioning, maintenance and billing. Verizon VA's centers must answer 80% of the calls within 30 seconds.

AT&T complains that the proposed metric does not contain a statement of the hours of scheduled availability of the Verizon VA call centers, but only includes a reference to a Verizon Website that sets out this information. This statement is incorrect. The VA Guidelines set out the hours of operation of Verizon VA's ordering and repair centers, the two call centers measured by this metric.

The VA Guidelines also contain a reference to the Verizon Website where the hours of operation of other Verizon call centers are listed. This Website reference was included at AT&T's request.[7]

4. Metrics OR-1 and OR-2.

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from failing to meet a performance standard if the failure was the result of a CLEC's not complying with this duty.

[7] Verizon VA would also note that AT&T's complaint is based on a misstatement of the measurement performed by this metric. AT&T claims that the metric measures the hours of operation of Verizon VA's

These metrics measure the timeliness of Verizon VA's provision to CLECs of order confirmation and reject notices. The standard for providing these notices for flow-through orders is 95% within two hours of order receipt. Given the shortness of the interval for providing the notice (two hours) and because Verizon VA cannot process orders when its Service Order Processor ("SOP") and related systems are not operating, it is necessary to exclude from the measured interval hours when Verizon VA's SOP and SOP-related systems are not scheduled to be available due to the need for systems maintenance and other necessary systems related activities.

AT&T objects to Verizon VA's proposed statement of the hours when Verizon VA's SOP and SOP related systems will be unavailable. AT&T asserts that the proposed statement of scheduled unavailability hours is based on the longer SOACS hours of scheduled unavailability and does not include a statement of the shorter expressTRAK scheduled unavailability. AT&T proposes that the metric be revised to include statements of both expressTRAK and SOACS hours of unavailability, so that when SOACS is retired from service, the expressTRAK hours will immediately apply. AT&T also demands that the VA Guidelines state that the expressTRAK hours will apply as of January 2002, even if SOACS is not yet fully retired from service.

In its August 6th revisions to the Guidelines, Verizon VA introduced the first of AT&T's proposed changes. Verizon VA proposed a revised statement of scheduled hours of unavailability that includes in the main body of the "Exclusions" sections of the metrics a statement of the expressTRAK hours of scheduled unavailability. In footnotes, Verizon VA included a statement of scheduled unavailability that reflects the combined

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call centers. In fact, though, as noted above, the metric measures not the hours of operation of Verizon VA's call centers, but the timeliness of answering of calls placed to the centers.

hours of unavailability of expressTRAK, SOACs and their related systems, and stated these hours would apply until SOACS was retired, after which time the expressTRAK hours would apply.

Verizon VA has been compelled to propose a scheduled down-time interval for all orders that reflects the combined scheduled down time hours for SOACS, expressTRAK and their associated systems, because as CLEC orders are received, the Verizon VA front-end systems that handle them do not have the ability to sort the orders by the type of SOP (SOACs or expressTRAK) that will handle them. As a result, the front-end systems must hold all incoming orders in queue for the times that either SOP is scheduled to be out of service.

Verizon VA does not agree with AT&T's proposal to include a statement in the metrics that the expressTRAK hours will apply commencing January 2002. At present, Verizon VA expects to largely phase out use of SOACS for CLEC ordering by the end of this year. However, so long as any Verizon VA retail customer orders are processed by SOACS, CLEC orders to transfer those retail customers to a CLEC will continue to be processed, at least in part, by SOACS. While the bulk of retail customer ordering has already been transferred to expressTRAK, some SOACS processing of retail customer orders may continue for an extended period into 2002 until SOACS is completely retired from service for all Verizon VA customers. This could result in some SOACS processing of CLEC orders also continuing into 2002. Verizon should not be put in jeopardy of missing the metric simply because the phase-out of SOACS is extended.

Moreover, even if the retirement of SOACS is postponed, this will not harm CLECs since the slightly longer hours for SOACS downtime causes no significant delay

in processing CLEC orders. During weekdays, SOACS start time during the day is only a short time later than expressTRAK start time, 6AM versus 4 AM. Since the allowed interval for returning an order confirmation or reject notice is only two hours, this means that even if SOACS continues to handle some orders, the latest time in the morning that a confirmation or reject notice should be received for an order submitted the preceding evening (when ordering activity would likely be low in any event) would be 8AM, which is certainly prompt enough for CLEC business operations purposes.

5. Metric OR-3.

This metric measures the percentage of CLEC orders that are rejected. AT&T states that the metric fails to include a Verizon VA proposed change, to which AT&T did not object, with regard to the title of the metric.

Verizon VA's proposal was to change the title of Sub-Metric OR-3-02 from "% Resubmission Rejection" to "% Resubmission Not Rejected" to be consistent with the performance standard. The VA Guidelines contain this change.

6. Metrics OR-4-11 through 15.

Metrics OR-4-11 through 15 measure the interval in business days between the due date for an order and the date when the provisioning completion notice and billing completion notice for the order are issued. As proposed by Verizon VA, the description of these submetrics in the main text of Metric OR-4 includes the allowed performance intervals contained in the New York Guidelines. However, in a footnote, Verizon VA has proposed that while its SOACS SOP remains in service, the intervals for providing the notices will be increased from the New York standards by one day for Metrics OR-4-11 through 13 and two days for Metrics OR-4-14 and 15.

The extension of the allowed notice interval set out in the footnote is necessary because the manner in which Verizon VA's SOACS system interacts with its CRIS and Request Manager systems prevents SOACS processed orders from meeting the New York performance intervals for these metrics. Because Verizon VA does not have the ability to distinguish between orders processed by SOACS and orders processed by expressTRAK, the extension must apply for orders processed by both systems. After SOACs is retired, the shorter New York intervals will apply.[8]

AT&T's comments accept this approach, but as with Metrics OR-1 and OR-2, AT&T also demands that the longer SOACS based intervals terminate as of the end of this year. Verizon VA does not agree with AT&T's proposal to include a statement in the metrics that the SOACS based intervals will cease to apply commencing January 2002. At present, Verizon VA expects to largely phase out use of SOACS for CLEC ordering by the end of this year. However, as noted above, so long as any Verizon VA retail customer orders are processed by SOACS, CLEC orders to transfer those retail customers to a CLEC will continue to be processed, at least in part, by SOACS. While the bulk of retail customer ordering has already been transferred to expressTRAK, some SOACS processing of retail customer orders may continue for an extended period into

[8] As a result of its discussions with CLECs, Verizon VA has considered the potential for developing an interim method, pending its retirement of SOACS, to implement this metric that would apply the New York intervals to expressTRAK orders and the proposed longer intervals to SOACS orders by allocating relative volumes of orders for measurement purposes between expressTRAK and SOACS. However, none of the allocation methods suggested by CLECs or considered by Verizon VA can be feasibly implemented without substantial revision of the metrics. Such revision would not be justified for the short interval in which SOACS is expected to remain in service.

Verizon would note that due to the inherent definitional problems associated with these metrics, they have been actively under review by the New York Carrier Working Group and are in the process of being revised into more meaningful measures. Verizon has some concern about the ability of its expressTRAK system to meet the current New York intervals. If the metrics are not changed in New York, with the revised metrics being adopted in Virginia, Verizon VA may need to raise this concern further with the Commission.

2002 until SOACS is completely retired from service for all Verizon VA customers. This could result in some SOACS processing of CLEC orders also continuing into 2002. Verizon should not be put in jeopardy of missing the metric simply because the phase-out of SOACS is extended.

7. Metric OR-6-04.

The parties have recently begun to discuss adoption of a new metric, OR-6-04, which is designed to measure the accuracy of directory listings. This metric is not contained in the New York Guidelines and is based on a proposed metric that is now being considered in the carrier-to-carrier service quality proceeding in Pennsylvania.

AT&T proposes the adoption of Metric OR-6-04 for the VA Guidelines. However, it also criticizes two aspects of the metric that is being discussed. It suggests that the metric is deficient because it does not measure listing omissions that result because the associated order was "somehow lost." It also claims that stand-alone directory listing orders[9] may be underrepresented in the measurement process.

AT&T's claim that the metric is deficient because it does not measure directory listing omissions that result from "lost" orders is unfounded. First, AT&T has not shown that there are a substantial number of "lost" orders in Virginia.

Second, even if an order is "lost," it is unlikely that the order will remain "lost" and that the "loss" will result in an omitted directory listing. If a CLEC order is "lost," this will quickly come to light and be subject to correction because the CLEC's request

[9] While AT&T does not fully define the term "stand alone directory listing order," from the manner in which AT&T uses this term and the comments of Cox, Verizon VA assumes that AT&T is referring to orders that are issued by a CLEC for directory listings only and that do not include a request with regard to other services. Such orders might include orders for new CLEC customers who are not served by the use of Verizon VA facilities that must be ordered by the CLEC and are not being ported from Verizon VA to the CLEC, or orders for customers who are being ported from Verizon VA to a CLEC but for whom the CLEC has issued the directory listing order separately from the porting order.

for service will not be completed. This will result in the CLEC resubmitting its order or taking other action with Verizon VA to assure that the requested service is installed. Thus, except for orders submitted shortly before the close date for new listings to be added to a directory, even if an order is "lost," its loss is unlikely to result in a directory listing omission.

In addition, Verizon VA's ordering processes provide CLECs with a series of check points for their orders. When an LSR is received, Verizon VA provides an acknowledgement of its receipt. After initial processing of an LSR, a confirmation or reject notice is sent. After processing of the order is completed, provisioning completion notices and billing completion notices are provided.

If a CLEC fails to receive these notices, it can submit a trouble ticket to Verizon VA inquiring about the status of the order. If the order has been "lost," the CLEC and Verizon VA can take appropriate action to correct this "loss" and assure that the order is properly processed. Thus, the CLEC has the capability to assure that "lost" orders will not remain "lost" and will not result in omitted listings. The CLEC will have a strong incentive to use this capability since its use will help assure that the CLEC's customers timely receive the service they have requested.

Third, while the proposed VA Guidelines do not contain a measurement that is specifically focused on directory listings that are omitted as a result of a "lost" order, the VA Guidelines do contain metrics that measure potentially "lost" orders. In particular, two metrics are focused on potentially "lost" orders, Metric OR-7, "% Order Confirmation/Rejects Sent Within Three (3) Business Days," which measures the percent of LSRs confirmed or rejected by Verizon within three business day of receipt, and

Metric OR-9, "Order Acknowledgement Completeness," which measures the percent of acknowledgements sent the same day the LSR was received. If an LSR acknowledgement is not sent the same day the LSR is received, or an LSR is not confirmed or rejected by Verizon within three business days of receipt, it suggests that the order may have been "lost." By measuring potentially "lost" orders, these metrics in effect also measure directory listings that could potentially be omitted as a result of the "loss" of an order.

The proposed metric includes the measurement of stand-alone orders.[10] AT&T's assertion that stand-alone listing orders will be underrepresented in the measurement, in effect amounts to a proposal that there should be a separate measurement for stand-alone orders. AT&T has not shown, though, why this type of order is so much more important than other types of orders (such as orders for resale services or UNE platform arrangements) as to merit separate measurement. Indeed, AT&T itself states that the volume of stand-alone orders is probably relatively small compared with the volumes of other types of orders. While stand-alone orders are likely to represent orders from CLECs who are providing service using there own facilities, there is no reason to conclude that the accuracy of listings for customers who are receiving service in this manner is more important than the accuracy of listings for customers who are served through resale or UNE platform arrangements.

Verizon VA has proposed as a standard that 95% of directory listings will be without Verizon VA errors. Cox proposes that the standard for this metric be one of 99%

[10] The sample of directory listing orders will be a different sample than the orders reviewed for other order accuracy measurements.

accuracy. The Commission should adopt Verizon VA's proposed 95% standard and reject Cox' 99% standard.

First, Cox has not shown that its proposed 99% level of accuracy is feasible. Indeed, Cox concedes that perfect performance is not possible and actually proposes that the standard for Verizon VA should be increased in order to offset performance deficiencies by Cox.

Second, adoption of the 95% standard proposed by Verizon VA, when coupled with other aspects of the directory listing process, should actually result in a level of listing accuracy that is higher than 95%. The 95% standard proposed by Verizon VA is the standard that will apply upon completion of the service order by Verizon VA and reflects a comparison of the Verizon VA service order with the original CLEC submitted LSR. However, there are a series of checks on the accuracy of the listing before it is published in a directory that if utilized by the CLEC will help assure that the level of accuracy actually exceeds 95%.

With LSOG 4, except for very complex listings, the directory listing information submitted by the CLEC on the LSR will be returned by Verizon VA on the LSR confirmation. Additionally, the Verizon VA publishing data base can be accessed by CLECs via the Web GUI. Finally, a listing verification report, which is generated from the directory listing database, is provided by Verizon VA to CLECs thirty days prior to book close.

These opportunities to review a listing before it is published give the CLEC the ability to assure that the listing is accurate. Thus, as a practical matter, the CLEC can assure that the accuracy of its listings will exceed 95%.

Third, the 95% level of directory listing accuracy proposed by Verizon VA is the same as the standard for order accuracy and LSRC accuracy set out in Metric OR-6, the standard that applies in the New York Guidelines. Moreover, the proposed 95% directory listing accuracy standard is consistent with the 95% standard that applies in the VA Guidelines generally for benchmark metrics.

The Commission should reject Cox' proposal that the standard be increased for Verizon VA in order to offset Cox' own directory listing errors. Verizon VA should not be held responsible for Cox errors. This is especially the case because the parties' positions are not the same. In the financial incentives phase of this proceeding, Cox will no doubt propose that Verizon VA make incentive payments to Cox for Verizon VA directory listing errors. Cox, though, will not be making incentive payments to Verizon VA for Cox errors.[11]

Cox suggests that there should be a metric that compares CLEC-submitted orders to the listings that are actually published in Verizon VA's directories. While this proposal sounds reasonable in principle, it would be difficult and expensive to implement. In particular, Verizon VA would have to undertake the labor intensive process of manually comparing a listing as actually published in a directory with the LSR as submitted by the CLEC.

In addition, the efficacy of this proposal assumes that Verizon VA is solely responsible for the accuracy of listings as they are published in its directories. As noted above, though, responsibility for correct listings lies, in part, with the CLECs, who have a series of opportunities to verify the accuracy of their listings. Since a CLEC has a substantial portion of the responsibility for the accuracy of its listings, it is unreasonable

to adopt a metric that would hold Verizon VA solely responsible for every directory listing error.

Cox also proposes that the metric should include orders submitted for new versions of LSOG. Verizon VA agrees and will modify the proposed VA Guidelines to include LSOG versions 4 and higher, orders in the universe of orders from which the sample of orders to be reviewed is selected.

Cox recommends that if there are changes to the fields, names or definitions on the Directory Listing Form of the LSR, the VA Guidelines should be revised to reflect these changes. Verizon VA agrees that such changes would need to reflected in the measurement matrix shown in Appendix M.

Cox proposes that the Directory Listing Form Field 13 measurement include the measurement of non-published listings. However, non-published listings are already included in the Field 13 measurement.

Cox expresses concern that the metric may not include stand-alone directory listing orders. However, as was noted above, the process contained in the proposed metric already includes stand-alone orders in the orders that are subject to review.

Finally Cox suggests the inclusion of some additional Directory Listing Form fields in the measurement. With regard to Field 94, Yellow Pages Heading, Verizon VA agrees to add this field and will modify the proposed VA Guidelines (Appendix M) to reflect this. Verizon VA does not agree to add Fields 15, 86, 87, and 88. Fields 86, 87, and 88 pertain to the identity (e.g., Richmond) and number of directories to be delivered to a customer and not the accuracy of the directory listing and as such are not pertinent to

[11] Cox will likely also limit its liability to its customers for its directory listing errors.

this metric. Field 15 addresses the "style" of a listing (such as indenting) rather than its substantive accuracy.

8. Metric NP-2.

Metric NP-2 measures Verizon VA's performance in providing collocation arrangements. AT&T complains that with regard to the intervals for providing collocation arrangements, the proposed metric refers to Appendix L, which in turn refers to a Verizon Website. AT&T proposes that the reference to the source for intervals should be to Verizon's applicable tariff.

The proposed metric and Appendix L are consistent with the current New York Guidelines. However, Verizon VA understands that the New York Carrier Working Group is considering a revision to this metric that would refer the reader to the applicable state tariff for interval information. If the participants in the New York Carrier Working Group agree to this change and it is included in the New York Guidelines, Verizon VA has no objection to including it in the VA Guidelines.

9. Appendix D.

AT&T complains that this appendix, which lists Verizon VA holidays, should actually set out the holidays and not simply refer to a Website where the list may be found. The modified Appendix D filed by Verizon VA on July 30th makes this change.

10. Appendix H.

In the New York Guidelines, Appendix H lists the types of orders that are designed to flow-through from Verizon's electronic ordering interfaces to Verizon's SOPs. However, rather than listing the types of orders that are designed to flow-through in the appendix, Verizon VA favors including in the appendix a list of the types of orders

that as of the date the VA Guidelines are adopted flow through, with a statement that this list is illustrative and subject to change and that an up-to-date list of the types of orders that flow-through can be found on a Verizon VA website, the Internet address for which is stated in the appendix.

The list of types of orders that flow-through is constantly changing. New types of orders that flow through may be added and existing types of orders that flow through may change, with the altered order not yet being able to flow through.

Placing a list of the types of orders that flow through in Appendix H will therefore result in the appendix being out of date almost as soon as it is adopted. Accordingly, the appropriate compromise approach is that proposed by Verizon VA, an appendix with a list of the types of orders that as of the date the VA Guidelines are adopted flow through, with a statement that this list is illustrative and subject to change and that an up-to-date list of the types of orders that flow-through can be found on a Verizon VA Website.

AT&T states that it does not object to additions or enhancements to the list being set out on the Verizon VA Website. However, AT&T does not make allowance for an order type to be removed from the list. While it is unlikely that once Verizon VA has developed the means for an order to flow-through this will change, it is possible that a systems change could have this result. AT&T apparently wishes to use the list of flow through order types in Appendix H as means to require Verizon VA to assure that the listed order types will always flow-through. This is not an appropriate use of this appendix.

The purpose of the VA Guidelines is to measure Verizon VA's performance in providing services, not to dictate the types of services that must be provided. The issue

of what types of orders must flow through is not one that is appropriately addressed in developing metrics but one which should be addressed in a proceeding that directly addresses Operations Support System and ordering issues.

Moreover, since changes to the types of orders that flow-through are communicated to CLECs through Verizon's OSS Change Management Process well in advance of their implementation, CLECs should not be concerned that Verizon VA will be able to make a change to the list without their knowledge or without an opportunity for review by the Commission if a CLEC objects to the change.

Conclusion.

The Commission should adopt the VA Guidelines proposed by Verizon VA.

APPENDIX A

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

Proceeding on Motion of the Commission to Review Service Quality Standards of Telephone Companies.	:	Case 97-C-0139

PROTECTIVE ORDER

In recognition that this proceeding involves a comprehensive examination of all service quality standards and will consider the desirability of formal carrier-to-carrier standards in a competitive environment which consideration involves the investigation of issues relating to the provision of interconnection, unbundled network elements, wholesale service and other services from incumbent local telephone companies ("ILECs"), including Bell Atlantic - New York ("BA-NY") and Frontier Corporation ("Frontier") to Competitive Local Exchange Carriers ("CLECs") and wireless carriers; that, as this proceeding unfolds, material will be submitted by the parties; and, in further recognition that some of that material may be of a confidential or proprietary nature or constitute trade secrets; therefore this Protective Order is hereby adopted to provide a suitable and expeditious means for obtaining access to and/or limiting distribution and copies of documents, data, information, studies and materials (such documents, data, studies and other materials hereinafter collectively referred to as "Information") in a Party's possession and control, which are relevant to matters in this proceeding in instances where a claim is made by the Party possessing or controlling such information (such party hereinafter referred to as the "Providing Party") that such Information constitutes trade secrets as defined by 16 NYCRR §§ 6.1-3 or is otherwise

confidential or proprietary information covered by the Freedom of Information Law ("FOIL"), Public Officers Law §§ 84, et seq., Section 0.457(d) of the FCC's Rules, 47 C.F.R. § 0.457(d), and Exemption 4 of the Freedom of Information Act ("FOIA"), 5 U.S.C § 552(b)(4) (hereinafter referred to collectively as "Trade Secret Information"). In order to protect any potential Trade Secret Information so as to preclude the unrestricted disclosure thereof prior to a final determination of its status as trade secret, confidential, or proprietary information by the Administrative Law Judge assigned to this proceeding, the Commission or a tribunal of competent jurisdiction, the following provisions are hereby adopted to supplement and assist in the administration and application of 16 NYCRR §§ 6-1.3, §§ 6-1.4 and FOIL § 87 in this proceeding:

1. All information contained in the Performance Reports, which are provided to CLECs and wireless carriers pursuant to the Interim Guidelines for the Carrier-to-Carrier Performance Standards and Reports (the "Interim Guidelines"), as well as any other reports or documents issued pursuant to the Interim Guidelines, and all information furnished in any formal or informal proceedings conducted in connection herewith that is claimed by the Providing Party to be Trade Secret Information shall be furnished pursuant to the terms of this Order and shall be treated by all persons accorded access thereto pursuant to the terms of this Order as Trade Secret Information, and shall neither be used nor disclosed except for the purposes of this and all related follow-on proceedings, and solely in accordance with this Order. Access to and/or copies of Trade Secret Information shall only be had as provided for in this Order.

2. (a) Except as otherwise provided herein, all Trade Secret Information produced pursuant to this Order shall be made available solely to counsel or

representatives for the parties; provided, however, that access to any Trade Secret Information may be authorized by said counsel or representative, on a "need to know" basis and solely for the purposes of this and any related follow-on proceeding, to persons indicated by the parties as being their Experts in this matter, and subject to the conditions set forth herein.

(b) The data produced pursuant to the Performance Reports and other documents and reports produced pursuant to the Interim Guidelines will contain confidential BA-NY information as well as confidential CLEC and wireless information and shall be used by the CLECs and wireless carriers solely for internal performance assessment purposes, for purposes of joint CLEC, wireless carrier and BA-NY assessment of service performance, and for reporting to the Commission and for submission to the Federal Communications Commission ("FCC") under cover of an agreed-upon protective order. CLECs and wireless carriers shall not otherwise disclose the data produced pursuant to the Performance Reports or any other documents or reports produced pursuant to the Interim Guidelines, provided, however, that the parties which hold the privilege of confidentiality in any set of data may, by separate written agreement among those parties, disclose such data to other specified third parties under such conditions as are stated in said written agreement.

(c) The following designation will be place on each page of any document or report produced pursuant to the Interim Guidelines, including the Performance Reports, "CONFIDENTIAL -- SUBJECT TO PROTECTIVE ORDER IN NYSPSC CASE 97-C-0139. PERFORMANCE REPORTS ARE BEING PRODUCED FOR TRIAL PURPOSES IN CASE 97-C-0139."

3. With the exception of the Performance Reports and any other reports or documents issued pursuant to the Interim Guidelines, whenever documents containing Trade Secret Information are to be provided to the party seeking access to the Trade Secret Information (hereinafter referred to as the "Receiving Party"), the Providing Party shall submit a form, annexed hereto as Exhibit 1, to the Receiving Party prior to producing the Trade Secret Information, listing the documents for which protection under this Order is sought and for each, list any third parties that might also consider the documents proprietary. As for the Performance Reports and any other reports or documents issued pursuant to the Interim Guidelines, the providing ILEC shall submit a form annexed hereto as Exhibit 2 to the Requesting CLEC or wireless carrier which form shall be signed and returned to the ILEC prior to the receipt of the first Performance Reports or other reports or documents produced pursuant to the Interim Guidelines. If the Receiving Party does not want to accept the Trade Secret Information pursuant to the terms of this Protective Order, the Receiving Party must so notify the Providing Party and all third parties who may have a proprietary interest in the provided information, who will be obliged to submit this Trade Secret Information to the Administrative Law Judge for in camera review pursuant to 16 NYCRR §§ 6-1.4. Determination of the Trade Secret status of any information so identified will be made by the Administrative Law Judge in accordance with 16 NYCRR §§ 6-1.4 and FOIL §§ 87. If the Administrative Law Judge determines that the information submitted is Trade Secret Information, the Receiving Party will be required to accept the Trade Secret Information pursuant to the terms of this Protective Order or withdraw its request for the information. The Providing Party will also designate, by an appropriate stamp on each document or portion thereof, the Trade

Secret Information for which protection is sought. With the exception of the Performance Reports and any other reports or document issued pursuant to the Interim Guidelines which are covered by Exhibit 2, counsel of the representative who requested said Trade Secret Information shall sign a list enumerating all items of Trade Secret Information which have been received (Exhibit 1), and, if possession and/or control of such Trade Secret Information is to be given to an Expert pursuant to this Order, shall provide a statement designating the name and address of such Expert into whose custody such documents shall be delivered (Exhibit 3). Except as otherwise set forth herein, access to such Trade Secret Information shall be limited to a party's counsel or representative, and those Experts identified pursuant to this Order. No other or further duplication or reproduction of the Trade Secret Information shall be made. Counsel or representatives who have agreed in writing to be bound by this Order and Experts who have agreed in writing to be bound by this Order may take limited notes regarding Trade Secret Information as may be necessary in connection with this proceeding. Such notes shall be treated the same as the Trade Secret Information from which the notes were taken.

4. Prior to giving access to Trade Secret Information as contemplated in this paragraph to any such Expert, the counsel or representative for the party seeking access to the Trade Secret Information shall deliver a copy of this Order to such person, and prior to disclosure, such person shall agree in writing, in the form of Exhibit 3 attached hereto, to comply with and be bound by this Order. When the Receiving party is a competitor of the Providing Party, counsel may authorize access to Trade Secret Information only in accordance with the provisions set forth herein and in Paragraph 5,

below. At least two (2) business days before giving access to such information to such person, counsel shall deliver to the counsel or representative for the Providing Party a copy of such written agreement (Exhibit 3) which shall show the signatory's full name, business address and employer, title or job responsibility, and the party with whom the signatory is associated. With the signed agreement, counsel shall also submit the specific reason(s) for which the signatory needs the information and why such needs cannot be satisfied with other Information. Counsel or representative for the Providing Party shall have two (2) business days to object to such person receiving Trade Secret Information. The objection shall be in writing, served upon the Administrative Law Judge, the Receiving Party, and all third parties who may have a proprietary interest in the provided information. The Administrative Law Judge shall determine the matter as expeditiously as possible if an objection is made. Failure to so object, or denial of such objection by the Administrative Law Judge, in any instance, shall not affect the status of the Information to which access is sought as Trade Secret Information, nor be constructed as a waiver of the right of the Providing Party to object to access to such Trade Secret Information by a different person. In any case in which it becomes necessary to bring to the Administrative Law Judge for resolution a dispute about protected information, or concerning whether certain protected information may or may not be shared with certain experts, all active parties must receive, at a minimum, written notice that such dispute is being brought for resolution. In any case in which there is a dispute about whether protected information can be provided to an expert of a competitor of the party providing information, and the dispute is brought to the Administrative Law Judge for resolution,

the protected information will be withheld from that expert until such time as a ruling is made that the information may properly be provided to the expert in question.

5. To facilitate the review and inspection of Trade Secret Information to be made available to an Expert pursuant to this Order as herein above set forth, the Receiving Party will be provided with such Information promptly by facsimile unless the Providing Party asserts that the volume of such materials would be unduly burdensome, and in those circumstances by overnight mail.

6. Should the Providing Party allege that any Trade Secret Information to be provided pursuant to this Order is of such a highly sensitive nature that access to and copying of such Trade Secret Information as herein above set forth would expose the Providing Party or any of its Affiliates to an unreasonable risk of harm, the following procedure shall apply. On or before the 3rd day following the date of agreement to an information request by the Providing Party or compulsion of an information request by the Administrative Law Judge, the Providing Party shall file with the Administrative Law Judge, the Receiving Party, and all third parties who may have a proprietary interest in the provided information, in writing, a motion requesting that the items of Trade Secret Information in question be declared to be highly sensitive Trade Secret Information. The motion must include the special protection and treatment desired, the grounds why the Trade Secret Information in question needs special protection and a detailed list of the items of Trade Secret Information alleged to be too highly sensitive to be accessed or copied under the provisions of this Order. The Receiving Party and all third parties who may have a proprietary interest in the provided information have three (3) business days to respond in writing to the motion, which response must include the need for access to

such Trade Secret Information and why such a need cannot be satisfied with other Information, whether Trade Secret Information or otherwise. A copy of the response, if any, must be served on the Administrative Law Judge and the Providing Party. The Administrative Law Judge shall determine the status of the Trade Secret Information sought and the treatment that should be afforded to it as expeditiously as possible.

7. If any party desires to publicly use or disclose any Trade Secret Information in this proceeding, then that party shall notify the Providing Party and all third parties who may have a proprietary interest in the provided information as soon as practicable but, in any event, at least three (3) business days prior to use thereof, of the Trade Secret Information which said party intends to publicly use or disclose. The Providing Party will notify the party seeking to do so at least two (2) business days prior to the proposed introduction of such Trade Secret Information, as to which portion, if any, of the Trade Secret Information so identified should be afforded Trade Secret protection for purposes of the proceeding. Determination of the Trade Secret status of any Information so identified will be made by the Administrative Law Judge in accordance with 16 NYCRR §§ 6-1.4 and FOIL §§ 87.

8. All transcripts, exhibits, response to discovery requests, prefiled testimony and other Information which have been determined by the Administrative Law Judge to be or contain Trade Secret Information and any Information which discusses or reveals any such Trade Secret Information shall be segregated from the balance of the record in this proceeding and placed in a sealed file or otherwise given appropriate protection against disclosure in accordance with 16 NYCRR §§ 6-1.3 and 6-1.4. Any employee or consultant or facilitator specifically authorized by the Commission to assist the

Commission in this proceeding and any Administrative Law Judge in this docket may have access to such records and shall not, except for the proposes of this proceeding, use or, except pursuant to this Protective Order, disclose the contents of any such records to any person, firm or corporation.

9. At any hearing or conference in these proceedings, no witness, other than any employee or representative of the Providing Party, may be questioned with respect to any Trade Secret Information unless that person has read this Protective Order and agreed to be bound by its terms.

10. No person other than those who have signed an agreement to be bound by this Protective Order shall be permitted to hear or review testimony given or discussion held with respect to Trade Secret Information.

11. The court reporter(s) shall be instructed as to the nature of certain testimony with respect to the Trade Secret Information and shall be further instructed to and shall start a separate transcription for testimony or discussion on the record of Trade Secret Information. Such transcriptions shall be marked "Confidential," sealed and filed with the Commission and copies of same shall be made available only pursuant to paragraph 8 hereof. Such transcriptions shall in all other respects be treated as Trade Secret Information under this Order.

12. All persons who may be entitled to receive, or who are afforded access to, any Trade Secret Information by reason of this Protective Order, shall neither use nor disclose the Trade Secret Information for purposes of business other than the purposes of preparation for and conduct of this proceeding and then solely as contemplated herein, shall use their best efforts to keep the Trade Secret Information secure and in accordance

with the purposes and intent of this Protective Order. To this end, persons having custody of any Trade Secret Information shall keep copies and/or notes thereof segregated under lock or otherwise properly secured during all times when the same are not being reviewed, and withheld from inspection by any person except those entitled to access thereto as provided by the terms of this Order, unless and until such Trade Secret Information is released from the restrictions of this Order either through agreement of the parties, or, after notice to the parties and a hearing, pursuant to the order of the Commission, the FCC, or, to the extent appropriate, pursuant to the final order of a Court having jurisdiction.

13. The parties hereto affected by the terms of this Protective Order further retain the right to question, challenge and object to the admissibility of any and all Information furnished under the terms of this Protective Order on the grounds of relevancy and materiality.

14. This Order shall in no way constitute any waiver of the rights of any party herein to contest any assertion, or to appeal any finding, that specific Information is Trade Secret Information or that such Information should be subject to the protective requirements of this Order. This Order shall in no way constitute any waiver of the rights of a party to appeal, in accordance with 16 NYCRR § 6-1.4, or FOIL § 87 a ruling of the Administrative Law Judge or to appeal a final ruling of the Commission as to the status of any Information sought in connection with this proceeding as Trade Secret Information.

15. Upon completion of this and all related follow-on proceedings at the Commission, the FCC or the Department of Justice, or, if this proceeding is continued,

after a final ruling has been rendered on the issue for which the Trade Secret Information was obtained by the Receiving Party, including administrative or judicial review thereof, all Trade Secret Information, including any notes taken with regard thereto, furnished under the terms of the Protective Order shall be returned to the Providing Party or counsel for the Providing Party unless such Providing Party receives certification that all such Trade Secret Information has been destroyed. Trade Secret Information which shall remain in the possession of the Commission shall continue to be subject to the protective requirements of this Order.

16. Notwithstanding any provisions to the contrary herein, a Receiving Party may use Trade Secret Information obtained in this proceeding in any other unrelated Commission proceeding involving the Providing Party, provided first, that the proceeding in which the Trade Secret Information is to be used is governed by a Protective Order with conditions and terms as inclusive and protective as those stated herein, and, second, that the Receiving Party provides the Providing Party with a list of all such Trade Secret Information that the Receiving Party intends to use in the other proceeding so that the Providing Party may make any appropriate objections to the use of Trade Secret Information in the other Commission Proceeding. Inasmuch as numerous parties are involved in this proceeding, who have diverse interests vis-à-vis BA-NY, and recognizing that not every party may need specific Trade Secret Information that another party has requested, therefore, notwithstanding any prior orders in this proceeding, any response to an information request that requires the production of Trade Secret Information will be supplied initially only to the party who has specifically requested that Information.

17. The provisions of this Order are specifically intended to apply to Information which is supplied by any party to this proceeding under the claim that such Information is a Trade Secret as defined in 16 NYCRR § 6-1.3, or is otherwise proprietary or confidential information covered by FOIL § 87, Section 0.457(d) of the FCC's Rules, 47 C.F.R. § 0.457(d) and Exemption 4 of the Freedom of Information Act (FOIA).

Dated: April ___, 1998

SO ORDERED:

_____

ADMINISTRATIVE LAW JUDGE

EXHIBIT 1

CASE 97-C-0139

COPIES OR DOCUMENTS PROVIDED PURSUANT
TO PROTECTIVE ORDER DATED APRIL _____, 1998

Item	Request No.	Description of Material

I acknowledge receipt of the documents listed above and acknowledge that their possession and use is subject to the Protective Order dated _____.

Signed _____

Dated: _____

_____
(Title)

EXHIBIT 2

CASE 97-C-0139

COPIES OF PERFORMANCE REPORTS AND OTHER REPORTS AND DOCUMENTS RELATED TO THE INTERIM GUIDELINES PROVIDED PURSUANT TO PROTECTIVE ORDER DATED APRIL 1998

I, [Name], am a duly authorized representative of [Name of Company], a CLEC or wireless carrier operating in New York, and acknowledge that during the trial period for the Interim Guidelines for Carrier-to-Carrier Performance Standards and Reports (the "Interim Guidelines"), [Name of Company] will receive Performance Reports and other reports and documents related to the Interim Guidelines from Bell Atlantic - New York. I acknowledge that their possession and use is subject to the Protective Order in Case 97-C-0139, dated April 1998.

I further acknowledge that any employee of [Name of Company], who receives or has access to the Performance Reports and other reports and documents that are produced pursuant to the Interim Guidelines will treat the document as confidential under the Protective Order in Case 97-C-0139 which provides, in pertinent part, in Paragraph 2(b) that: "The data produced pursuant to the Performance Reports and other documents and reports produced pursuant to the Interim Guidelines will contain confidential BA-NY information as well as confidential CLEC and wireless information and shall be used by the CLECs and wireless carriers solely for internal performance assessment purposes, for purposes of joint CLEC, wireless carrier and BA-NY assessment of service performance, and for reporting to the Commission and for submission to the Federal Communications Commission ("FCC") under cover of an agreed-upon protective order. CLECs and wireless carriers shall not otherwise disclose the data produced pursuant to the Performance Reports or any other documents or reports produced pursuant to the Interim Guidelines, . . ."

Signed:_____

Dated: _____

_____
(Title)

_____
Company

_____
Telephone Number(s)

EXHIBIT 3

PROTECTIVE ORDER
CASE 97-C-0139

EXPERT FORM

I acknowledge receipt of a copy of, and have read, a certain Protective Order entered by ruling of the presiding Administrative Law Judge issued on April __, 1998, in Case 97-C-0139 before the Public Service Commission of the State of New York.

I understand that certain Information to which I am to be given access is claimed by the Providing Party to be Trade Secret Information or proprietary or confidential information and that the use or disclosure of that Information other than as set forth in the Protective Order may cause substantial commercial harm to the Providing Party.

I agree to comply with and be bound by the terms and conditions of the Protective Order and, except specifically provided therein, agree that I will not disclose such information to any person, firm or corporation, copy or otherwise reproduce such Information or use Information for any purpose for my benefit of the benefit of any other person, firm or corporation.

I hereby certify that I am not an officer, director, employee or agent for any other purpose of any party to this proceeding or any "Affiliate" of any such party.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER(S):_____

TITLE: _____

JOB RESPONSIBILITY: _____

PARTY RESPONSIBILITY: _____

EMPLOYER: _____

DATE: _____