

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**REDACTED**

In re: Complaint and request for emergency relief against Verizon Florida LLC for anticompetitive behavior in violation of Sections 364.01(4), 364.3381, and 364.10, F.S., and for failure to facilitate transfer of customers' numbers to Bright House Networks Information Services (Florida) LLC, and its affiliate, Bright House Networks, LLC

Docket No. 070691-TP

In re: Complaint and request for emergency relief against Verizon Florida, L.L.C. for anticompetitive behavior in violation of Sections 364.01(4), 364.3381, and 364.10, F.S., and for failure to facilitate transfer of customers' numbers to Comcast Phone of Florida, L.L.C. d/b/a Comcast Digital Phone.

Docket No. 080036-TP  
Filed: May 5, 2008

**RESPONSES OF BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA), LLC, AND ITS AFFILIATE, BRIGHT HOUSE NETWORKS, LLC (NOS. 1 - 17) TO COMMISSION STAFF'S FIRST SET OF INTERROGATORIES**

Bright House Networks Information Services (Florida) LLC and Bright House Networks, LLC (collectively, "Bright House") hereby respond to the interrogatories posed by the Staff of the Florida Public Service Commission. The individual responses follow this cover sheet.

Respectfully submitted,

*/s/ Christopher W. Savage*

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May 5, 2008

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**1. What is the nature of the business relationship between Verizon and Bright House?**

Bright House Networks Information Services (Florida), LLC ("Bright House/CLEC") is a certificated local exchange carrier in Florida. Verizon Florida, LLC, is a certificated local exchange carrier that is also an incumbent local exchange carrier ("ILEC") under federal law. Pursuant to Verizon's status as an ILEC, Bright House/CLEC has entered into an interconnection agreement pursuant to which Verizon is required to fulfill the carrier-to-carrier duties imposed on Verizon by Section 251 of the federal Communications Act of 1934, as amended, 47 U.S.C. § 251. Verizon provides Bright House/CLEC with a variety of functionalities that are necessary for Bright House/CLEC to provide services to its customer, Bright House Networks, LLC ("Bright House/Cable"), which in turn uses those services to provide competitive voice services to end users. Bright House believes that it is reasonable to characterize the carrier-to-carrier relationship between Verizon and Bright House/CLEC as a "wholesale" relationship.

Answer provided by:

Marva B. Johnson  
Director, Carrier Relations and Vendor Services  
Bright House Networks Information Services (Florida), LLC

Timothy M. Frendberg  
Senior Director of Voice Services  
Tampa Bay Division  
Bright House Networks, LLC

**2. What terms, if any, are included in the existing agreements between Verizon and Bright House regarding number portability, retention marketing, and winback promotions?**

The current interconnection agreement between Verizon and Bright House contains certain provisions regarding number portability. Bright House adopted this agreement, which had been established several years ago, with the result that the specific provisions dealing with number portability address the now-superseded “interim” number portability arrangements based on, e.g., call forwarding technology. However, a variety of provisions of the agreement clearly oblige both parties – and, therefore, Verizon – to perform under the contract in accordance with the applicable requirements of federal and state law. Therefore, any and all federal and state law obligations applicable to number portability fully apply to Verizon under the agreement.

The agreement does not contain any provisions that literally address retention marketing and winback promotions. As just noted, however, a variety of provisions of that agreement clearly oblige both parties to perform under the contract in accordance with the applicable requirements of federal and state law. Therefore, any and all federal and state law restrictions applicable to retention marketing and winback promotions (and number portability) fully apply to Verizon under the agreement.

Please note that, while Bright House believes, as noted above, that Verizon’s conduct is inconsistent with the parties’ interconnection agreement, Bright House’s complaint against Verizon is not based on Verizon’s violation of that agreement. Instead, Bright House’s complaint against Verizon is based on Verizon’s engaging in anticompetitive and discriminatory conduct in direct and independent violation of applicable Florida statutes and rules.

Answer provided by counsel and by:

Marva B. Johnson  
Director, Carrier Relations and Vendor Services  
Bright House Networks Information Services (Florida), LLC

**3. Please define “winback marketing” and “retention marketing” and explain when these activities can occur.**

Bright House uses these terms in generally the same sense that they are used by the FCC. “Winback marketing” refers to marketing efforts made to “win” a customer “back” after that customer has completely left for another provider. For example, suppose Bright House wins a customer from Verizon on April 25, 2008, and the customer’s transfer to Bright House is fully complete – Bright House service activated, Verizon service terminated, number ported – on April 29, 2008. If Verizon makes efforts to get that customer back, that would be winback marketing. As to timing, winback marketing is marketing that occurs *after* a customer has left, directed towards trying to get the customer back.

In addition, although not at issue in this case, we would view a general, non-targeted advertising campaign asking any and all former customers to “come back” to a former provider to be a generic type of winback marketing.

“Retention marketing” refers to marketing efforts made to retain an existing customer before that customer has left for another provider. For example, suppose Bright House wins a customer from Verizon on April 25, 2008, and submits a local service request (“LSR”) to Verizon on that date directing Verizon to port the customer’s number and terminate service as of 9:00 a.m. on April 28, 2008. If Verizon makes efforts to try to keep that customer from leaving Verizon prior to the date and time of conversion to Bright House’s service, that would be “retention marketing.” As to timing, retention marketing is marketing that occurs *before* a customer has left, directed towards trying to keep the customer from leaving. In addition, although not at issue in this case, we would view a general advertising campaign asking existing customers to stay with an existing provider to be a generic type of “retention marketing.”

Answer provided by:

Marva B. Johnson  
Director, Carrier Relations and Vendor Services  
Bright House Networks Information Services (Florida), LLC

**4. Please explain Bright House's process for submitting LSRs for disconnect and number porting notices to Verizon?**

Bright House does not submit "disconnect" notices, per se, to Verizon. Bright House submits "number porting notices" to Verizon in the manner required and described on Verizon's wholesale partner website:

<http://www22.verizon.com/wholesale/local/order/services/1,19406,une%2Dunenum,00.html>

Bright House uses a third-party clearing house to submit LSRs, including Number Porting LSRs, to Verizon. The clearing house submits LSRs to Verizon on Bright House's behalf via an electronically bonded interface in a format consistent with the ATIS/OBF Local Service Order Guide ("LSOG") requirements. Please see attached a sample Number Portability Local Service Request taken from Verizon West website. At Bright House's discretion, the Number Portability LSR may also include a request for additional wholesale services such as Directory Listings.

It is our understanding that as part of the number portability process, Verizon (correctly) interprets a request to port a number from Verizon to Bright House as an indication that the customer's Verizon service needs to be terminated at the time that the port is effective.

Answer provided by:

Marva B. Johnson  
Director, Carrier Relations and Vendor Services  
Bright House Networks Information Services (Florida), LLC

**5. Please fully explain, as you understand it, the process of Verizon's *wholesale* operations in responding to Bright House's LSRs?**

The following description is taken verbatim, (with all but two footnotes omitted), from paragraphs 3-7 of the recent Recommended Decision issued by the staff of the Federal Communications Commission ("FCC") in connection with the complaint against Verizon's retention marketing under federal law. While Bright House disagrees with the analysis and application of federal law contained in the Recommended Decision, and may not fully agree with certain of the FCC staff's characterizations of the facts, the FCC complaint was handled on the basis of largely stipulated and/or uncontested facts. With those qualifications, we do not fundamentally disagree with the FCC staff's summary laid out below. In this regard, please note that counsel for Bright House has previously supplied to Commission Staff (and all parties in the case) copies of many of the non-proprietary filings by Bright House and its co-complainants, and by Verizon, at the FCC. Please consider those filings to be incorporated by reference into this interrogatory response.

The excerpt from the FCC order follows:

**B. Local Number Portability and Verizon's Retention Marketing Program**

3. The Communications Act requires local exchange carriers to provide number portability, *i.e.*, the ability to retain one's phone number when switching from one telecommunications carrier to another. Thus, when customers decide to switch voice service from Verizon to one of the Complainants, they may choose to retain their telephone numbers. Such a choice triggers an inter-carrier process -- developed mainly by the industry -- by which the customer's telephone number is "ported" from Verizon to the Complainant's Competitive Carrier.

4. The number porting process begins with a Competitive Carrier, at the direction of a Complainant, submitting a "Local Service Request" ("LSR") to Verizon. The LSR serves as both a request to cancel the customer's Verizon service and a request to port the customer's telephone number to the Competitive Carrier. Under current industry practices, the LSR includes at least the following information: the identity of the submitting carrier; the date and time for the disconnection of Verizon's retail service (and, by implication, the date and time for the initiation of Complainant's service); the name and location of the retail customer whose service is being switched; the Verizon retail account number; and whether the port involves one or more numbers. Thus, the LSR informs Verizon that, at a particular date and time, the customer's telephone number is to be ported to the Competitive Carrier, and the customer's existing Verizon voice service is to be disconnected, so that the Complainant served by the Competitive Carrier may initiate retail service using the customer's existing telephone number. After submitting the LSR to Verizon, the Complainant or Competitive Carrier sends the Number Portability Administration Center ("NPAC") a "create message" that is used to enter a pending subscription record with the necessary routing data for the number to be ported.

5. Upon receiving the LSR, Verizon confirms that it contains sufficient information to accomplish the port, and then creates an internal service order, which it transmits to the appropriate downstream Operations Support Systems. The transmittal of the internal service order initiates several work steps for Verizon. First, Verizon's automated systems send the Complainant or Competitive Carrier a Local Service Request Confirmation (also known as a Firm Order Confirmation) that contains information specific to the individual request.<sup>17</sup> In addition, Verizon creates a disconnect order scheduling a retail service disconnect on the requested due date. Moreover, Verizon establishes a "10-digit trigger" in the switch serving the retail customer to prevent the misrouting of certain calls in the short interval after the number has been ported but before disconnection of the customer's Verizon retail service has been completed. Finally, Verizon confirms the pending subscription record that the new provider previously created in the NPAC database. Meanwhile, the Complainant and/or Competitive Carrier perform any necessary work on their own networks to turn up the customer's service.

6. Beginning around the summer of 2007, Verizon started a program of retention marketing. The program's first step is generating a marketing "lead list" of Verizon customers. To generate the lead list, Verizon begins with the universe of customers for whom there are retail-service disconnect orders pending, including disconnect orders that were prompted by the submission of an LSR.<sup>[24]</sup> Verizon then eliminates from the lead list all those customers who are not switching their phone service and porting their telephone numbers from Verizon to a facilities-based service provider, such as Complainants.<sup>[25]</sup> Verizon then contacts customers on the lead list and encourages them to remain with Verizon, offering price incentives such as discounts and American Express reward cards. Verizon conducts this marketing while the number-porting request is still pending, *i.e.*, before the new provider (such as Complainants) has established service to the customer.

<sup>[24]</sup> See, *e.g.*, Joint Statement at 15, ¶ 37; Supp. Joint Statement at 2, ¶ 1 (stating that Verizon's retention marketing lead list is generated from disconnect orders, including disconnect orders that are generated as a result of receiving LSRs). Of course, disconnect orders may stem from circumstances other than an LSR, such as a customer move out of the local service area. See, *e.g.*, Reply Brief of Verizon, File No. EB-08-MD-002 (filed Mar. 14, 2008) at 1.

<sup>[25]</sup> See, *e.g.*, Joint Statement at 15, ¶ 37. Toward that end, Verizon eliminates from the lead list customers who (i) are switching to a service provider that is either a Verizon wholesale customer (such as a reseller of Verizon service or a customer of Verizon's Wholesale Advantage product) or a Verizon affiliate (*e.g.*, Verizon Wireless), or (ii) contacted Verizon directly to terminate service. Verizon also excludes those disconnecting customers who are on do-not-call, do-not-solicit, do-not-mail, or do-not-email lists. *Id.*

7. If Verizon is successful in persuading a customer to cancel his or her order with the new service provider, Verizon cancels the internal service order relating

to the port request, and Verizon's systems issue a "jeopardy notice" to the provider that submitted the port request. Verizon also puts the new provider's port request "into conflict" by sending a conflict code to NPAC. If the new service provider persuades the customer to switch after all, it can either seek resolution of the conflict code or, what is much more common, submit a new LSR.

*Bright House Networks, LLC, et al., Complainants, v. Verizon California, Inc., et al., Defendants*, File No. EB-08-MD-002, Recommended Decision, DA 08-860 (rel. Apr. 11, 2008) at ¶¶ 3-7.

Answer provided by counsel and by:

Marva B. Johnson  
Director, Carrier Relations and Vendor Services  
Bright House Networks Information Services (Florida), LLC



**6. Please explain the difference between a “disconnect and number portability notice,” mentioned on page 8 of your petition, and a “local service request?”**

Please see our response to Interrogatory Nos. 4 and 5. There was no difference intended between those two terms. The document that Bright House (through its third party vendor) submits to Verizon is *called* a “local service request,” or LSR. The specific *content* of the LSRs that is relevant to this case is the direction to Verizon to port a customer’s number from Verizon to Bright House. One *implication* of that content, upon which Verizon acts, is that the customer is leaving Verizon and switching to Bright House, which entails terminating/disconnecting the customer’s Verizon service.

Answer provided by:

Marva B. Johnson  
Director, Carrier Relations and Vendor Services  
Bright House Networks Information Services (Florida), LLC

**7. Please fully explain Bright House's process for handling LSRs for disconnect and number porting that are submitted by Verizon to Bright House? Please include the number of days of advance notice required by Bright House of these LSRs from Verizon to Bright House?**

Please note that Bright House does not consider its own process for handling LSRs from Verizon to be relevant to the legality of *Verizon's* mishandling of Bright House LSRs submitted to Verizon. Without waiving that objection, however, Bright House provides the following response:

The process of Bright House responding to LSRs from Verizon is the responsibility of the Voice Services Department, currently led by Tim Freundberg in BHN's Tampa Bay division. This group has sole access to the electronic systems used for activating ported orders and responding to LSRs.

LSRs received by Bright House by 12:00 noon Eastern Time on one business day are responded to by 5:00 PM on the same business day. LSRs received after 12:00 noon on one business day are responded to by the following business day. Bright House requires three (3) business days between the date of the LSR response and the customer requested due date (CRDD). For example, LSRs received before 12:00 noon on any given business day may have a CRDD in three (3) business days.

The following are steps toward processing LSRs (port outs):

- Step 1:** LSRs are received via a port out web page. This page is accessible to any carrier wishing to port customers from Bright House.
- Step 2:** BHN validates the LSR. We reject LSRs for the following reasons: name mismatch, address mismatch, no record of customer, customer disconnected and pending service request. All other requests are accepted as long as the CRDD is not less than 3 business days, as described earlier.
- Step 3:** The LSR is accepted or rejected via the port out web page. We do not notate the customer's billing record or enter any service order in the billing system at this time. By virtue of our decision not to make such notes in the customer record, other groups within BHN are not able to learn the customer's intention to disconnect, so that no effort to market to the customer can begin prior to the port out.
- Step 4:** BHN receives a report from our clearinghouse partner (Neustar) that the customer has successfully ported out. We then enter a disconnect order in our billing system. At this time, winback marketing efforts are automatically engaged.
- Step 5:** If necessary, we will cancel pending port requests that are 48 hours past the due date.

CERTIFICATE OF SERVICE  
DOCKET NOS. 070691-TP, 080036-TP  
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Answer provided by:

Timothy M. Frendberg  
Senior. Director of Voice Services  
Tampa Bay Division  
Bright House Networks, LLC

**8. Please provide an update on Bright House's retention marketing complaint (FCC File No. EB-08-MD-002) against Verizon that has been filed with the FCC?**

As the Staff and parties are aware, on April 11, 2008, the FCC staff issued its Recommended Decision in the FCC case. A copy of that document was circulated to the Staff and the parties by counsel for Bright House, via email, on that date. The most recent material activity in the case was the filing with the full FCC, on April 28, 2008, of Complainants' comments on the Recommended Decision. Those comments explained the various legal errors in the Recommended Decision and urged the FCC to reject it. A copy of the public version of those comments is attached.

Answer provided by: Counsel.

**9. How does Bright House differentiate between *wholesale* and *retail operations*?**

Broadly speaking, retail operations are operations involving interaction with an end user customer in response to an end user customer's directions. When a customer calls up to order service, that is a retail operation. When a customer calls up to cancel service, discuss a bill, etc., those are retail operations. As a point of reference, Bright House notes that federal law, in 47 U.S.C. § 251(c)(4), imposes an obligation on ILECs to offer, at "wholesale rates," any service that the ILEC provides "at retail to subscribers who are not telecommunications carriers." This supports the general concept that "retail" services are those provided to normal end users, while services that are handled on a carrier-to-carrier basis are not "retail" in nature.

So, wholesale operations are operations involving interactions with suppliers and/or competitors (noting that in the communications industry competitors and suppliers are frequently the same entities). When one carrier contacts another to establish interconnection arrangements (or – though not relevant to this case – unbundled element or resale arrangements), that is a wholesale operation. Carrier-to-carrier activities associated with transferring a customer's service from one carrier to another are wholesale operations, as are ongoing activities relating to maintaining functioning interconnection arrangements, including the switching and routing of traffic between the two carriers' networks.

For this reason, number portability functions are entirely wholesale in character. End users cannot and do not order number portability. Number portability is invoked when one carrier requests that another carrier port a customer's number. A variety of activities occur "behind the scenes" (from the customer's perspective) in order both for the initial port to occur, and for number portability to function on an ongoing basis. These are entirely wholesale operations – they constitute inputs to retail services that Verizon and Bright House offer to end users.

For this same reason, when Verizon undertakes to disconnect an end user's service based on receiving an LSR from Bright House requesting number porting, that is a wholesale operation, both because it is carrier-to-carrier in nature and because it is part of the arrangement needed for two carriers to coordinate the transfer of service from one to another.

Answer provided by counsel, and by:

Marva B. Johnson  
Director, Carrier Relations and Vendor Services  
Bright House Networks Information Services (Florida), LLC

**10. As of March 31, 2008, how many customers have changed their decisions to switch to Bright House because of Verizon's retention marketing efforts?**

We do not have exact information because we have not been able to contact all customers who canceled their orders with Bright House. However, our best estimate is that for the period from October 1, 2007 through March 31, 2008, approximately [ ] customers changed their decision to switch to Bright House because of Verizon's retention marketing efforts.

Answer provided by:

Timothy M. Frendberg  
Senior Director of Voice Services  
Tampa Bay Division  
Bright House Networks, LLC

**11. Has Bright House experienced this problem identified in Interrogatory number 10, above, with any other carrier with which Bright House interconnects?**

Generally, no. We are aware of a very small number of cases where entities other than Verizon have used this tactic. We do not have letters or other physical evidence regarding the retention marketing efforts of any carrier other than Verizon. Specifically:

- We have received a small number of reports from customers that Knology has contacted newly signed Bright House customers prior to the port from Knology. Knology is a CLEC and cable television overbuilder in Pinellas County.
- Bright House has received one (1) report from an AT&T (former BellSouth) customer and one (1) report from an Embarq customer that they were contacted prior to the port to Bright House. Bright House has obtained a substantial number of customers from each of those carriers over the last several years. In light of the total number of customers involved as between Bright House and these two carriers, the minimal number of reports leads Bright House to believe that these companies are not actively engaged in retention marketing.

Answer provided by:

Timothy M. Frendberg  
Senior, Director of Voice Services  
Tampa Bay Division  
Bright House Networks, LLC

**12. Please explain why Bright House considers that the LSR information it provides to Verizon is provided to Verizon's *wholesale* operations, whereas Verizon asserts that the LSR information is received by its *retail* operations?**

Please see our response to Interrogatory Nos. 1 and 9 for an explanation of why Bright House considers this information to be wholesale in nature.

Bright House cannot speak for Verizon, so our understanding of why Verizon asserts that the carrier-to-carrier, wholesale process of requesting a number port via an LSR is actually a retail operation. That said, our best understanding is that Verizon subscribes to a theory that we believe can fairly be characterized as "information laundering." Essentially, even though Verizon admits that it only learns of a customer's decision to leave Verizon by virtue of the wholesale contact from Bright House to Verizon, somehow Verizon takes the position that the fact that the customer is leaving – a fact unquestionably learned from the wholesale carrier-to-carrier contact – can somehow be segregated out from that wholesale contact. Thus laundered, Verizon apparently thinks that when the fact that the customer is leaving is communicated to Verizon's retail operations in order to terminate the customer's service, that fact somehow becomes a form of "retail" information.

Verizon also apparently subscribes to an "agency" theory, to the effect that, when Bright House submits the wholesale LSR to Verizon's wholesale side, it is doing so as the customer's "agent," so that all the information can actually be viewed as really coming from the customer.

Of course, both of Verizon's theories are nonsense. Taking the "agency" theory first, *every* wholesale activity is undertaken, directly or indirectly, in order to support some retail activity. That is the *purpose* of wholesale activity. Under Verizon's "agency" theory there would be no real wholesale activity at all. Note in this regard that there is no industry procedure, and no way to create one, in which an end user customer can directly order number portability. This is because, for number portability to work, the new carrier must itself enable a number (called a Location Routing Number) in its own network (to which calls to the ported number are, as a matter of network routing, actually directed) as well as coordinate the timing of the activation of the number port with the old carrier. Thus the carrier requesting the number port is not, in any meaningful way, acting as a customer's "agent" in handling number porting operations.

The "information laundering" theory fares no better: the point of the wholesale/retail distinction in the retention marketing context is to distinguish between (a) *direct customer-initiated contacts with Verizon* during the brief period after a customer has decided to leave but before the service is transferred, and (b) *Verizon-initiated contacts with the customer* during that period. No matter how one strips pieces of information from what is contained in the LSR, the fact remains that the information in the LSR did not come from a direct, customer-initiated contact with Verizon.

Answer provided by: counsel.



13. **On page 9 and 10 of the FCC Complaint, File No. EB-08-MD-002, the Complainants state that not only has Verizon initiated retention marketing after it receives an LSR for LNP, but that beginning around June 2007, instead of executing the ports on the dates established by the firm order confirmations (FOCs), Verizon began issuing to the Complainants and to the NPAC, “jeopardy,” or “error,” notices in connection with large numbers of orders. The ports for these telephone numbers are placed “in conflict,” in the NPAC database, and execution of the LNP request is blocked until such conflicts are resolved. Further, the Complaint states that shortly after issuing such a jeopardy notice on an order, Verizon would cancel the pending port request. Does Bright House have knowledge that Verizon has taken the above-alleged action on every LSR for LNP that it receives?**

No. We do not know that Verizon does this on literally every LSR for LNP that it receives, and we do not think that Verizon does so. Logically, Verizon would only place a jeopardy notice on orders where its retention marketing efforts work, *i.e.*, where a customer says he or she wants to stay with Verizon. Obviously, to the extent that Verizon has initiated a system in which it will place ports in jeopardy based on marketing activities, there is the prospect that Verizon will mistakenly put a port into jeopardy even though the customer has chosen to resist those marketing efforts. But if Verizon issued a jeopardy on all LNP-LSRs it received, then essentially no such LNP-LSRs would process smoothly.

Answer provided by:

Marva B. Johnson  
Director, Carrier Relations and Vendor Services  
Bright House Networks Information Services (Florida), LLC

14. **Verizon states, on page 7 of its Motion to dismiss complaint, or in the alternative, stay proceedings, that the information provided by Bright House to Verizon is the same information that is provided to any carrier to initiate a customer's change in carriers. Verizon explains that when the reverse of this process occurs – that is, when Verizon provides to Bright House an LNP LSR for disconnect and number porting of a Bright House customer switching to Verizon, Bright House's rights and abilities are the same as those of Verizon when one of its customers switches to Bright House. The LNP LSR information could be used by Bright House in the same manner as Verizon would use it – that is, to initiate retention marketing.**

**(a) Does Bright House currently engage in retention marketing?**

No.

**(b) Does Bright House currently engage in winback marketing?**

Yes.

Answer provided by:

Timothy M. Frenberg  
Senior. Director of Voice Services  
Tampa Bay Division  
Bright House Networks, LLC

- 15. Bright House states that Verizon claims that it utilizes the information it receives from its “service disconnect reports” to initiate retention marketing. Does Bright House issue similar reports?**

No, at least not in the sense that we understand Verizon to use the term. When a Bright House customer has completed the port out process, a “disconnect” work order is entered into our billing system. Bright House’s marketing group continuously runs reports looking for newly disconnected customers. Upon finding a newly disconnected customer, the marketing group begins a winback campaign for that customer, but there is no “service disconnect report” specifically for ported-out customers.

Answer provided by:

Timothy M. Frendberg  
Senior. Director of Voice Services  
Tampa Bay Division  
Bright House Networks, LLC

16. **On page 8 of the FCC Complaint, File No. EB-08-MD-002, and also in the affidavit of Timothy Frendberg, which is attached to the Complaint, it is stated that Bright House confirms each requested carrier change through a third-party verification or through a letter of authorization.**

**(a) Please identify the third-party that Bright House uses?**

Bright House uses VoiceLog, which we understand to be the largest supplier of verification services to carriers in the United States.

**(b) Please explain how that third-party confirms the order?**

At the end of the telephone sale, the sales agent places the customer "on hold," calls the third-party verification ("TPV") system and enters the customer's telephone number(s) and agent ID into the automated TPV system via the telephone's touch-tone keys. The sales agent then transfers the customer to the TPV system and disengages from the line. The customer continues the verification process without the sales agent. The TPV is an automated system that asks the customer a number of industry standard questions. The system must receive an answer of "yes" to each of these questions, confirming the customer's desire to have Bright House as their local, local toll and long distance provider for the telephone numbers on the order. The automated system employs voice response technology that registers the customer's answer. If any answers are ambiguous or not clearly pronounced "yes" then the call is forwarded to a live operator at VoiceLog. Later, Bright House receives a report from VoiceLog confirming the result of the TPV.

**(c) How often does Bright House confirm a requested carrier change through a letter of authorization versus the third-party verification?**

By far the majority of Bright House's sales are effected over the telephone, which makes use of the recorded TPV process noted above. In those instances where other sales channels (*e.g.*, direct sales or web sales) are used, a physical or electronic letter of authorization, rather than the TPV process, is used.

Answer provided by:

Timothy M. Frendberg  
Senior. Director of Voice Services  
Tampa Bay Division  
Bright House Networks, LLC

- 17. If Verizon agrees to initiate a “quiet period” like BellSouth voluntarily did in Docket No. 020119-TP, would Bright House be agreeable to a time frame of less than 10 days? If so, what time frame would be acceptable?**

In that event, Bright House would be agreeable to a time frame of less than 10 days. As long as Verizon is not permitted to engage in any form of marketing to customers who are in the process of being transferred from Verizon to Bright House – that is, as long as Verizon is not allowed to “retention” market to a customer being transferred, but is only allowed to “winback” market to customers who have had their transfer to Bright House fully completed – that would be acceptable to Bright House.

Answer provided by: Counsel.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via Electronic Mail, U.S. Mail First Class, or Hand Delivery this 5<sup>th</sup> day of May, 2008, to the persons listed below:

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**AFFIDAVIT**

STATE OF FLORIDA)

COUNTY OF St Johns

I hereby certify that on this 30<sup>th</sup> day of April, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Marva B. Johnson, who is personally known to me, and she acknowledged before me that she provided the answers to interrogatory number(s) 1-6, 9, 13 from COMMISSION STAFF'S FIRST SET OF INTERROGATORIES TO BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA), LLC, AND ITS AFFILIATE, BRIGHT HOUSE NETWORKS, LLC (NOS. 1 - 17), and that the responses are true and correct based on his/her personal knowledge.

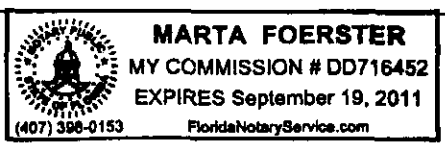
In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 30 day of April, 2008.

Marva Brown Johnson  
Name of signer

Known to me by  
Ya drivers license  
04312 9297

Marta Foerster  
Notary Public  
State of Florida, at Large

My Commission Expires:



**AFFIDAVIT**

STATE OF FLORIDA)

COUNTY OF Pinellas

I hereby certify that on this 30<sup>th</sup> day of April, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Timothy M. Freundberg, who is personally known to me, and he acknowledged before me that he provided the answers to interrogatory number(s) 1, 7, 10, 11, 14-16 from COMMISSION STAFF'S FIRST SET OF INTERROGATORIES TO BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA), LLC, AND ITS AFFILIATE, BRIGHT HOUSE NETWORKS, LLC (NOS. 1 - 17), and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 30<sup>th</sup> day of April, 2008.



Michelle F. Mayberry  
Notary Public  
State of Florida, at Large

My Commission Expires:

1/25/09