

ORIGINAL

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August 22, 2003

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Ms. Blanca S. Bayo, Director  
Division of the Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

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Re: Post-workshop Comments in Docket No. 011077-TP- Competitive Practices of LECs.

Dear Ms. Bayo:

Verizon Florida Inc. (Verizon) submits the following comments for the Florida Public Service Commission Staff's (Staff) review in the above referenced docket.

On July 23, 2003, Staff held a workshop to solicit industry input regarding whether or not it is appropriate for local exchange carriers (LEC (ILEC or CLEC)) to remind a customer of termination liability payments due for early contract termination when the LEC learns that the customer intends to change service providers. Presumably, the purpose of this reminder is to dissuade the customer from terminating his/her contract with the existing LEC and moving to a different LEC.

Verizon understands that this issue has emerged as a result of complaints that were filed with the Florida Public Service Commission (PSC) against Florida Digital Network (FDN). Verizon also understands that upon learning of a customer's desire to migrate carriers, the current practice of FDN and Time Warner Telecom is to remind the customer of his/her obligation to pay termination liability charges associated with early contract termination prior to the migration taking place. During the workshop Verizon got the impression that Staff believes that such communication may be improper and serve as a barrier to customer migration.

Verizon, and perhaps several other local service providers, do not employ this practice. Thus, it is Verizon's position that PSC Staff should address the FDN complaints using the Commission's normal complaint procedures, and not attempt to resolve them in the context of a generic proceeding. Staff's effort to alleviate concerns regarding FDN's and Time Warner Telecom's business practices in a

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generic docket forces companies that do not employ this practice to spend considerable time and resources unnecessarily.

During the past several months a sub-team of participants in the Commission's Competitive Interests Forum (or Collaborative) has been working toward the creation of comprehensive carrier-to-carrier rules for the State of Florida. These rules are being developed to ensure that customers can easily migrate between local service providers (CLEC to CLEC, and ILEC to CLEC) without encountering abnormal delays, service problems, slamming, cramming, or unduly cumbersome procedures. Customer notification for retention purposes is squarely addressed in the current draft of these rules. Section (2) of the rules, entitled Exchanging Customer Service Information, reads "The current LSP (local service provider, in this case both ILECs and CLECs) is prohibited from communicating with an end user to retain that end user as a result of receiving a request for a CSR." It is Verizon's hope that the sub-team will be in a position to present a completed draft of the carrier-to-carrier rules for review by all Collaborative participants on August 28, 2003.

Clearly, the issue Staff is attempting to address in this docket is already being addressed in the Collaborative and its resolution is imminent. It is inefficient and unnecessary to address it simultaneously in this generic docket, and doing so may have a dampening affect on the open dialog currently taking place among Collaborative participants. As such, this docket should be closed and Collaborative participants should be afforded the opportunity to complete the work already begun. If Collaborative participants are unable to achieve consensus and therefore, are unable to complete the rules, and if Staff believes this issue to be important enough to address in a docketed proceeding, a separate docket can be opened at that time.

At the conclusion of the workshop, Staff asked participants to respond to the following two questions: 1) Is such notification appropriate; and, 2) When should the notification be sent to the customer?

## **VERIZON'S RESPONSES**

### **1. Is notifying customers of remaining termination liability appropriate?**

Verizon does not engage in the practice of dissuading customers from changing local service providers with a termination liability reminder. Verizon does believe that carriers should be free of regulations intended to prescribe how companies manage customer relationships. This is particularly true in the highly competitive environment that FDN, Time Warner Telecom and dozens of other local service providers operate in. Given the highly competitive nature of this environment, regulations governing a company's business operations should not exist, and competitive parity among all providers (ILECs and CLECs) should be preserved.

### **2. If appropriate, when should such notification be sent?**

Verizon does not offer a position on whether or not a notification *should* be sent prior to a customer migration, or what appropriate timing is for such notification.

Thank you for the opportunity to share Verizon's position. Please contact me with any questions at (850) 224-3963.

Sincerely,

A handwritten signature in black ink, appearing to read "David Christian". The signature is fluid and cursive, with a prominent initial "D" and a long, sweeping tail.

David Christian