BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking Into Implementation of Federal Communications Commission Report and Order 04-87, As It Affects The Universal Lifeline Telephone Service Program.	))))))	R. 04-12-001

COMMENTS OF THE UTILITY REFORM NETWORK, THE NATIONAL CONSUMER LAW CENTER, DISABILITY RIGHTS ADVOCATES, THE GREENLINING INSTITUTE, THE LATINO ISSUES FORUM AND THE ASIAN LAW CAUCUS ON THE DRAFT DECISION OF ALJ JONES

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I. INTRODUCTION

The Utility Reform Network, National Consumer Law Center, Disability Rights Advocates, Asian Law Caucus, Latino Issues Forum, and Greenlining Institute (hereinafter referred to as "Joint Consumers") file these comments pursuant to the Draft Decision of ALJ Jones on November 2, 2005 revising General Order 153 (hereinafter referred to as "G.O. 153" or G.O."). Overall, the Joint Consumers support the hard work of the Commission in implementing the required modifications to the program. Joint Consumers have proposed changes to the Draft Decision that attempt to strike a balance between upholding the goals and policies of California's ULTS program and implementing necessary changes to ensure the program is in compliance with federal regulations. Appendix A to these comments provides the Joint Consumers' edits to the Draft Decision's Findings of Fact, Conclusions of Law and Ordering Paragraphs to reflect changes that we propose in these comments.

II. DISCUSSION

A. Commission's Hard Work Helps Minimize Effect of Program Changes on Consumers

This Commission faces the difficult task of implementing necessary changes to a highly successful program in order to maintain federal funding while trying to mitigate the disruption of those changes on current subscribers and minimizing the barriers of entry for future participants. Overall, Joint Consumers believe that the Draft Decision is on the right track toward achieving these objectives. There are several key conclusions contained in the Draft Decision that must be kept intact in order to maintain this balance.

1. Enrollment On First Contact

Joint Consumers find that the record fully supports the ultimate determination that requires carriers to sign customers up for ULTS upon "first contact." (Draft Decision at 8) As the Draft Decision describes, the FCC Rules give California the needed flexibility to design its

own program. The revisions to the G.O. minimize the impact of the FCC's actions on California consumers while still upholding the intent of the rules in guarding against fraud. (Draft Decision at page 7)

Further the Draft Decision resolves concerns raised by the carriers at the workshops regarding "bad debt" as a result of providing ULTS discounts to consumers before their documentation is fully verified. (Draft Decision at 8, 37) This "first contact" procedure will help mitigate the barriers from deposits and fees and provides an efficient and organized process for the documentation requirement for California consumers.

2. Forms In Alternative Formats

In addition to requiring carriers to enroll ULTS customers during their initial sales call, the Draft Decision also recognizes that customers who need the certification forms in alternative formats, such as Braille or large print, should also be identified during the initial call "so that the certification form mailed to that customer can be easily read." (Draft Decision at 17) As discussed below, while Joint Consumers have concerns over other conclusions reached in the Draft Decision about alternative formats, the recognition that the need for such formats should be identified early in the process is crucial to minimizing the impact on people with disabilities.

While the Draft Decision makes clear that the need for alternative formats must be determined on the initial call, this would require that the carrier affirmatively asks the consumer about alternative formats, and not wait for the consumer to make the request. However, this affirmative request is not explicit in the Draft Decision's discussion or findings of fact. In Appendix A, the Joint Consumers offer a clarifying edit to Finding of Fact 10 to ensure that the intent of the Draft Decision is implemented properly by the carriers.

3. Payment Of Claims Despite Uncertain Funding

Joint Consumers strongly support the Draft Decision's clear and unequivocal determination that carriers will be responsible for providing the discount to ULTS subscribers

regardless of the immediate availability of reimbursement from the program. (Draft Decision at page 37) As previous comments and the record demonstrate, the hardship for the consumers would far outweigh any problems the carriers may experience as a result of a temporary delay in reimbursement from the fund. (*See*, Joint Consumers Reply Comments on Workshop Report (August 31, 2005) at page 3)

4. Backbilling

The Draft Decision puts limits on the amount of backbilling that would be permissible by carriers. While one of the goals of the revisions to the ULTS program is to deter fraud, a blank check to backbill consumers for discounts they *may* have received erroneously is unnecessary. The Draft Decision makes an important distinction that verification is only for eligibility going forward and a failure to verify future eligibility does not mean the customer had been receiving the discount improperly in the past. (Draft Decision at page 25, FOF 18)

The Draft Decision further mitigates the damage from possible backbilling by prohibiting the imposition of interest on any improper discounts if a consumer, who was given the discount when they first signed up for service, fails to certify. (Draft Decision at page 27)

Finally, the Draft Decision rejects the "draconian" proposal to backbill a customer for all the discounts received the entire time he or she were enrolled in the program if the customer fails an audit of eligibility. (Draft Decision at page 30) The Draft Decision points out that the audit will only cover a specific period of time and it is incorrect to assume based on a failure of the audit that the customer was *never* eligible. Joint Consumers strongly support this determination as one that is supported by the record and upholds the goals of minimizing the impact of these rule changes on consumers.

5. Emphasis On Regrade Versus Disconnect

The Joint Consumers also strongly support the Draft Decision's emphasis on regrading a customer if a problem arises with his or her participation in the program. (Draft Decision at page 24, 31, FOF 16) Joint Consumers expressed concern in earlier comments that carriers may resort

to disconnection of a customer prematurely if the consumer has trouble with the certification, verification, or audit processes. The Draft Decision makes revisions to the General Order language that makes the consumers' rights regarding this issue very clear. This is very important in light of the disruption and expense a disconnection may cause.

B. Concern Over "Micromanaging" Cannot Be At The Expense Of Consumers

1. Portability

The concept of "portability," or the ability to change service providers or telephone numbers and maintain ULTS eligibility, is critical to California's high rate of participation in the ULTS program. Indeed, one of the major benefits for creating the CertA identified by the Commission was the portability of participation in the program. (D.05-04-026 at page 26) The Joint Consumers, however, are concerned that despite an acknowledged value to portability, there is not enough detail in the related documents to ensure it is implemented properly.

The Draft Decision points to a single quote in the RFP as sufficient to ensure portability. However, that language does not go far enough. The procedure outlined in Section 4.2.1.1. of the G.O. is also not explicit enough regarding the customer's right. The vague treatment of this issue could lead to problems as carriers and the CertA attempt to implement these changes to the ULTS program.

As with many of the issues discussed below, Joint Consumers do not believe that the desire for more detail and certainty in the process should be interpreted as "micro-managing the CertA's internal procedures." (Draft Decision at 11) The Draft Decision errs in rejecting the *specific* language proposed by Joint Consumers in its previous comments without generally considering the need to specify a portability right in the General Order. At minimum, the General Order and the Draft Decision should be revised to explicitly describe the right of consumers to maintain eligibility while changing service providers or moving.

For example, a new 5.4.4. could be added to the the General Order which would state:

> Section 5.4: If a Customer has previously been certified while participating in the program with another carrier and subsequently changes carriers, while maintaining eligibility in all other respects, the Customer shall not be required to go through the certification process. If a Customer changes his or her principle place of residence, while maintaining eligibility in all other respects, the Customer shall not be required to go through the certification process.

Joint Consumers also propose revisions to Finding of Fact 4 in Appendix A. These language changes will ensure the important concept of portability is implemented properly.

2. Identifying Customer's Language Of Preference

Joint Consumers respectfully disagree with the interpretation of our proposed revisions to section 4.2.2 regarding the duty of the CertA to provide certification in the consumer's language of preference. (Draft Decision at page 19) The carriers and the Draft Decision both mistakenly read our proposed section 4.2.2 as altering the obligations for notices to be in the language of sale. This is not, however, what the Joint Consumers proposed. Our revisions to section 4.2.2 are intended to require the CertA, not the carrier, to provide those forms and notices it is required to provide in the consumer's language of *preference* as required in the G.O. (*See*, G.O. Section 6.1.1.1) We have proposed that the carriers simply identify and transmit the language of preference to the CertA. By transmitting the language of preference, the CertA could then provide the ULTS consumer with better service by providing in-language certifications, regardless of whether the sale was conducted in English.

Also, to clarify, Joint Consumers are not asking that the CertA or carriers bear the burden and expense of providing notices and forms in all the hundreds of languages spoken by California's consumers. The CertA, however, is already required to provide notices and forms in the six major non-English languages according to the RFP (*See*, Request for Proposals 05PS5522, Sec.A.4.b.iii). Therefore, there would be no additional burden on the CertA if a carrier identified a language of preference for the consumer so long as that language was one of the six currently required in the CertA RFP. This requirement is consistent with the intent behind the Draft Decision's provision to accommodate customers who need the certification form in alternative

formats "so that the certification form mailed to that customer can be easily read." (Draft Decision at 17) The same logic applies to a language of preference. Finally, Section 4.2.2 must be amended to make alternate formats available in all six required languages in order to accommodate those non-English speakers with disabilities. This insures compliance with California Government Code § 11135 by insuring that the CertA does not discriminate on the basis of disability and national origin. Thus the Draft Decision should require the CertA to provide Braille and large print forms in all required languages. These changes will minimize a serious barrier of entry to a significant number of non-English speaking and limited-English proficiency consumers. To effectively implement this system without further burdening carriers, carriers should be required to collect language of preference in a separate data field from language of sale. If such data are collected together, carriers will not be able to distinguish between their own duties relating to notices and forms and those of the CertA.

The Joint Consumers propose to amend the Draft Decision's Sections 4.2.2,and 6.2 as follows:

> 4.2.2 Utilities must inform the customer that he or she may opt to receive the certification forms from the CertA in Braille ~~(English only) or~~, in large print, and/or in one of the languages that the Commission requires the CertA to accommodate.
>
> 6.1.1.1 The CertA must furnish all ULTS forms, instructions and letters to customers in their preferred language, as provided to the CertA by the utilities at the same time that the utility provides ULTS customer information to the CertA under section 6.3.

3. Translation Service Customers Need In-Language Notices

Joint Consumers also strongly oppose the proposed revision to section 4.6.1 excluding consumers who were sold services via a language line from receiving in-language notices (Draft Decision at page 20) The revision to section 4.6.1 in the Draft Decision excludes carriers from

having to provide notices and customer service in the language of sale if the sale was made using a third-party language line.

Joint Consumers agree with the need to balance the encouragement of carriers to provide language access to consumers without making language access provisions overly burdensome, but the proposed revisions go too far. A better balance that preserves the carriers' current obligations regarding language of sale is obtainable by modifying section 4.6.1 to exclude sales if not in one of the primary non-English languages spoken in California. However, those customers should still be given the option of receiving ULTS notices and forms in one of the seven Commission-approved languages, and not by default be provided with English language documents. Section 4.6.1 should be revised as follows:

4.6.1. ~~With the exception of those sales involving the use of an outside translation service,~~ Any utility that sells ULTS in a language other than English shall provide those customers to whom it sold ULTS in a language other than English with the following:

4.6.1.1. Commission-mandated ULTS notices that are in the same language in which the ULTS was originally sold if the utility did not use an outside translation service for the sale.

4.6.1.2 Commission-mandated ULTS notices that are in a language that the utility is required by the Commission to accommodate as requested by the customer as his or her language of preference, if an outside translation service is used.

4.6.1.3. Toll-free access to customer service reps who are fluent in the language in which the utility originally sold ULTS to the customer. t~~he ULTS was originally sold~~

4. Ensuring Consumers Receive Acceptable Customer Service Need Not Entail Micro-Managing

The Draft Decision concludes that it is not the role of the G.O. to "micro-manage" the role of the CertA and uses this to justify the conclusion that the G.O. should not provide guidance on the standards of customer service provided to the customer, including language accessibility requirements of the CertA's hotlines. (Draft Decision at page 33) The Draft Decision also states

that it will not now make changes to the G.O. that expand or otherwise change the scope of work required under the RFP. (Draft Decision at page 33)

These conclusions are extremely problematic and have denied parties a full opportunity to comment on the needs of consumers with respect to the CertA. First, Joint Consumers are not suggesting that any party "micro-manage" the CertA. This is far different, however, from providing some standards of conduct with regard to customer service. Presently, for example, the CertA has no explicit obligation to provide in-language customer assistance on their hotlines. This is an issue that the present G.O. 153 regulates with regard to carriers. If such a requirement is not "micro-managing" with regard to the carriers, why would it now be "micro-managing" with regard to the CertA?

Second, and more problematic, the Draft Decision states clearly that it will not alter the G.O. such that it also requires revisions to the RFP. This conclusion has excluded parties from providing any input into the operation and quality of service of the CertA. Parties, including Joint Consumers, have been commenting on the role of the CertA in the ULTS workshops. In fact, it is Joint Consumers contention that the Workshop, and the comments thereafter, were specifically intended to comment on the role of the CertA which is set forth under the RFP and, to a lesser extent, the G.O. At no point did the Commission make it clear that comments with regard to the role of the CertA would not be entertained. To say that such comments must be rejected because it has already been decided it improper. The Commission must substantively consider the requirement of in-language assistance on the hotlines (at least for the six languages the CertA serves) and the imposition of customer service standards.

The Joint Consumers have proposed revisions and additions to the Findings of Fact, Conclusions of Law and Ordering Paragraphs in Appendix A to address these concerns.

5. The Parties Must Have Meaningful Opportunity To Comment On Changes To The Forms

Despite concrete language proposals in the record, the Draft Decision leaves significant discretion to the Telecommunications Division and the CertA to design the forms associated with the program. (Draft Decision at page 9, 34, 39) Importantly, the Draft Decision provides notice and an opportunity to comment on any changes the CertA and TD develop to the forms. (Draft Decision at page 9, Ordering Paragraph 2)

It is crucial that this comment opportunity is meaningful and that the Commission provide sufficient notice and time to comment on any changes. The Draft Decision states that revisions to the forms will be issued in the form of a Resolution, thereby providing parties with only a ten day comment cycle and five pages of comment. (Rule of Practice and Procedure 77.7(d)) Joint Consumers do not believe this will be enough time or space and propose that the standard 20 days and 15 pages for comments on a Draft Decision be applied to these resolutions. A revised Ordering Paragraph 2 is attached at Appendix A.

Further, as it stands now, the Draft Decision does not accept or reject the proposed changes to the forms currently on the record. Unfortunately, it also does not *require* Staff or the CertA to consider those proposed changes to the forms. At a minimum Staff and CertA must issue a resolution that accepts (or rejects) the proposed changes made by Joint Consumers so that parties may comment on that decision. While the Draft Decision voices concern over "micro-managing" the process, this attempt to avoid such micromanaging cannot be at the expense of due process and ensuring proper public participation in this process.

6. The Draft Decision Should Be Clarified To Require The Web-Based System To Be Accessible To Persons With Disabilities.

The Draft Decision requires the development of a web-based system for the ULTS verification/certification process. Previously, D.05-04-026 specified that any web-based system must comply with Government Code §11135, requiring electronic and information technology to be accessible to people with disabilities in accordance with Section 508 of the Federal Rehabilitation Act. (D.05-04-026 at page 32) However the Draft Decision does not specify that

the web-based system must be accessible to people with disabilities – specifically blind and visually impaired customers who use screen-readers to access the Internet. The Decision should include this requirement in its conclusions of law in order to prevent any confusion. In Appendix A Joint Consumers provides a recommendation for a Conclusion of Law to address this issue.

7. The Record Requires Concrete Data Handling And Privacy Protections

There are two issues related to privacy that have arisen in this proceeding. First, is the issue of data sharing among utility discount programs administered by the Commission. Second, is the security procedures adopted by the CertA to ensure the data gathered and maintained about participants in the program is well-protected and not subject to misuse.

Joint Consumers support The Draft Decision's deferral of the determination whether to enable information sharing between the ULTS and CARE programs to a different proceeding. (Draft Decision at page 41) In light of the FCC's looming deadline, the Commission should focus on the ULTS issues. However, Joint Consumers urge the Commission to move forward expeditiously with the CARE proposal. This proposal has the potential to benefit participants in both programs and could be one more way to mitigate the potential damage from the more restrictive enrollment policies required by the FCC. (*See*, Joint Consumers' Comments on the Workshop Report at page 8)

The data security issues present a thornier problem. As with many other issues, the Draft Decision generally takes a "hands-off" approach to the CertA's procedures with regard to privacy. The Draft Decision imposes one concrete requirement in order to protect privacy — Social Security numbers must be removed from the forms — which Joint Consumers strongly support. (Draft Decision page 44 and Ordering Paragraph 3)

However, as to the rest of the issues raised on the record repeatedly by the Joint Consumers, the Draft Decision merely states, "We strongly encourage TD to work closely with the CertA to come up with satisfactory answers to the questions Joint Consumers have raised."

(Draft Decision at page 44) However, the record and Finding of Fact 29 that states privacy is of "utmost importance" requires more than this general statement of encouragement. The record supports adoption of affirmative and concrete measures to protect privacy. Short of that, the Commission must put a stronger requirement in place that Telecommunications Division Staff, along with the CertA, address the privacy issues raised by Joint Consumers by a date certain. Joint Consumers propose a new Ordering Paragraph with this requirement.

C. The Record Does Not Support Key Conclusions in the Draft Decision

1. The Draft Decision Erred In Failing To Require Carriers To Provide Electronic Forms To Persons With Disabilities.

The Draft Decision rejected Joint Consumers' previous request to ensure that carriers provide electronic certification/verification forms as alternate formats for persons with disabilities. (Draft Decision at pages 16-17) The Draft Decision stated that its reason for rejecting this format is that it is impossible to place bar codes on electronic documents. (Draft Decision at page 16) This is factually incorrect as many companies place bar codes as images on electronic documents. (*See*, http://www.barcodesinc.com/generator/index.php to produce a bar code which may then be printed out) These companies include airlines that allow the printing of boarding passes which contain bar codes for identification and screening at the gate for boarding, including Southwest Airlines (www.southwest.com) and United Airlines (www.united.com). The bar code need only be an image at the top or bottom of a document that does not interfere with the text of the document, which remains accessible to people using screen readers. Because it is based on incorrect information, the Draft Decision should be amended to require CertA to provide certification/verification forms in electronic formats for persons with disabilities.

2. The Draft Decision Erred In Only Permitting Legal Guardians Or Persons With Power Of Attorney To Provide Signatures On Certification Forms.

The Draft Decision made changes to Rule 5.4.2 to allow legal guardians and persons operating pursuant to a power of attorney to sign the certification/verification form. (Draft

Decision at page 23) The Draft Decision supports its conclusion by stating that Cox supported this change and believed that only persons with a legal relationship should sign on behalf of the ULTS customer. The record does not support such a narrow and rigid rule. While Cox originally proposed the restricted signature requirement adopted in the Draft Decision, it subsequently changed its position to agree with the Joint Consumers that persons with disabilities may need a broader rule to allow their agents to sign on their behalf because they may not be physically able to do so. (*See*, Reply Comments of Cox California Telecom, LLC DBA Cox Communications on the Workshop Report (submitted September 1, 2005) at pages 3-4)

The record supports the position taken by both Joint Consumers and Cox to change Rule 5.4.2 to permit a broader classification of agents to sign on behalf of potential ULTS customers and to act as a contact regarding all ULTS eligibility issues. The Draft Decision should be amended to accurately reflect the record and to allow any designated agent to sign certification/verification forms on behalf of potential ULTS customers with physical disabilities.

Joint Consumers offer an amendment to COL 4 in Appendix A that addresses our concerns.

3. The Cox/SBC Step-Down Approach Risks Under-Enrolling Eligible Program-Eligible Consumers.

The Cox/SBC step-down approach described in the Draft Decision places the consumer in an unfair and difficult situation. (Draft Decision 12) Not all "public assistance programs" will qualify a customer for the ULTS program, so it is conceivable that when asked by the utility representative, "Are you enrolled in a public assistance program?" the consumer will say they qualify because they participate in the CARE program or another means-tested program that does not qualify a customer for ULTS. It is also conceivable that because the term "public assistance program" does not have a universally understood definition there will be program-eligible customers that do not remember or realize which universe of programs will qualify them. The Cox/SBC proposed alternative does not build in an opportunity for the sales representative to go

back and use the Commission's original step-down model where the qualifying programs are read-off to the consumer. The Cox/SBC approach runs the risk of shunting a significant number of program-eligible households over to the more labor-intensive income eligibility criteria simply because the consumer forgot or did not know what the operator meant by "public assistance program." Joint Consumers urge the Commission to amend 4.2.1.2.1 as follows:

> 4.2.1.2.1. If yes, ask the customer whether the household member is enrolled in any of the following programs. Read the means-tested programs listed in Section 5.1.5 of this General Order ~~and ask the customer whether the household member is enrolled in any of these programs.~~ The utility can stop reading from the list of programs when the customer confirms that a household member is enrolled in an approved program ~~Utility may use the step-down approach when reading the means-tested programs and stop when a household member is enrolled in an approved program.~~

Joint Consumers also offer a revision to the Findings of Fact 7 in Appendix A.

D. Much More Work To Be Done With Additional Oversight And Mandatory Review Period

Joint Consumers remain very concerned about the potential for grave disruptions to ULTS access caused by the very substantial changes made to the ULTS program, especially with the entirely new eligibility, certification and verification procedures and the single point of entry via the CertA.

As is reflected in the Draft Decision, there is still much more work to be done regarding the forms, the website development, and the privacy measures, to name a few key areas. The Joint Consumers are concerned about the heavy reliance of the RFP process to implement the new ULTS program. Once again, based on the record demonstrating serious concerns with issues such as portability, language accommodation and accessible formats which go to the heart of barriers to access, Joint Consumers believe that the need to address these issues and "get it right" outweighs any concern this Commission may have about "micromanaging" the process.

The Draft Decision errs in rejecting the Joint Consumers' call for a mandatory reevaluation period. Without justification the Draft Decision states that the Commission "prefers" that outside parties or staff bring problems to the Commission. This puts the onus, at least in part, on third parties without detailed insight into the process to bring problems to the Commission. It also makes the review of those issues, whether brought by outside parties or staff, optional by the Commission. Too much is at stake not to have a structured, mandatory review period after two years where the Commission actively seeks stakeholder and staff input in the implementation and evaluation of the program.

Joint Consumers look forward to continuing our work with the Commission, the CertA and other parties to implement a revised ULTS program that minimizes disruption of service to existing ULTS customers and does not pose unnecessary or unreasonable barriers of entry for potential new ULTS customers.

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Respectfully submitted,

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APPENDIX A

JOINT CONSUMERS' REVISED FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDERING PARAGRAPHS

REVISED AND NEW FINDINGS OF FACT

4. Subscribers shall have the right to "portability" which is the ability to change carriers and change principal places of residence without having to re-certify eligibility as long as they re-enter the program within 30 days. The issue of portability is also addressed in the Request for Proposal (RFP).

7. Utilities must use the step-down approach by reading the means-tested programs and can stop when the customer confirms that a household member is enrolled in an approved program.

9. Bar codes may be placed on electronic documents.

New: The Commission does not want to micro-manage the CertA's internal procedures for administering the GO's rules but "micro-management" does not extend to creating general standards of conduct, including customer service.

New: It is implicit in the RFP that the CertA will be held to certain customer service standards, including in the operation of its hotline, that may be set forth in the GO.

10. The utility needs to make an affirmative request of the customer in order to determine the need for Braille large print, and language of preference at the time of the initial call, so that the certification form mailed to that customer may be easily read.

New. The list of preferred languages must include Spanish, Chinese, Vietnamese, Japanese, Korean, and Tagalog and alternative formats required by customers.

New: Carriers will be required to maintain an additional field in their respective databases to store the data collected on Braille, large print, or language of preference.

REVISED AND NEW CONCLUSIONS OF LAW

4. Any Agent designated by potential ULTS customers should be able to sign the certification and verification forms and serve as contacts for ULTS eligibility issues.

New: The web-based system should be accessible to persons with disabilities in accordance with California Government Code §11135."

REVISED AND NEW ORDERING PARAGRAPHS

New: 2. The Telecommunications Division shall circulate changes to the certification and verification forms, as proposed by the parties or additional changes proposed by Telecommunications Division, CertA or the Public Advisors Office to the service list of this proceeding for comment. Any additional changes to other portions of General Order 153 shall also be circulated to the service list of this proceeding for comment. We will approve those additional changes by Commission Resolution. Parties will have twenty days to file comments prior to any Commission vote on the Resolution and ten days for reply comments. Opening comments will be limited to 15 pages and replies 5 pages

New Ordering Paragraph: The Telecommunications Division shall circulate data handling procedures to the service list for comment within 9 months of the effective date of this Order. This document should address, at a minimum, the issues raised by Joint Consumers as listed on page 43-44 of the Decision and describe how the practices adopted by the CertA address each of these issues.