

**STATE OF CONNECTICUT  
BEFORE THE COMMISSIONER OF CONSUMER PROTECTION**

**CIVIL INVESTIGATIVE DEMAND**

**TO: FRONTIER COMMUNICATIONS CORPORATION**

**c/o Frontier Communications Corporation  
Corporation Service Company  
50 Weston Street  
Hartford, CT 06120-1537**

**BY AUTHORITY OF THE STATE OF CONNECTICUT**, and more particularly, pursuant to the Connecticut Unfair Trade Practices Act ("CUTPA"), Chapter 735a of the Connecticut General Statutes, and the authority granted the Commissioner of Consumer Protection for the State of Connecticut by virtue of Section 42-110d of the Connecticut General Statutes, Frontier Communications Corporation (the "Respondent" or "Frontier") is hereby commanded to present to the Commissioner, UNDER OATH, by delivering to the Department of Consumer Protection, c/o John S. Wright or Lauren H. Bidra, Assistant Attorneys General, Office of the Attorney General, 10 Franklin Square, New Britain, CT 06051, on or before **5:00 in the afternoon of May 15, 2020**, answers to Interrogatories and Requests for Production in connection with an investigation into the Respondent's delivery into the State of Connecticut or to Connecticut Consumers of certain solicitations, offers or services relating to business, corporate or compliance filings, which may constitute unfair or deceptive acts or practices in violation of the provisions of CUTPA. The Respondent is notified not to destroy, discard, alter in any manner, or transfer from its possession, any Documentary material requested or identified in any of the Respondent's responses to the Interrogatories and Requests for Production below.

## **I. DEFINITIONS**

This Civil Investigative Demand ("CID") shall be read and interpreted in accordance with the definitions set forth below:

A. "Advertisement" or "Advertise" shall mean and include at a minimum: any written, oral, graphic, or electronic statement, illustration, or depiction that is designed to create interest in the purchasing of, impart information about the attributes of, publicize the availability of, or affect the sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free standing insert, marketing kit, leaflet, mailer, book insert, letter, catalog, poster, chart, billboard, electronic mail, website or other digital form, slide, radio, broadcast television, cable television, or commercial or infomercial whether live or recorded.

B. "Agreement" means any written or oral understanding, promise or condition, or any Document containing any such understanding promise or condition, including any amendment or modification thereto.

C. "All" means all or any, and "Any" means all or any.

D. "And," "All," or "Or" shall be construed either conjunctively or disjunctively to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

E. "Business Relationship" means any agreement to provide products or services.

F. "Communication" means all meetings, conversations, conferences, discussions, correspondence, emails, text messages, messages, telegrams, telefaxes, mailgrams, and all oral, electronic, and written expressions or other occurrences whereby thoughts, opinions or data are transmitted between two or more individuals.

G. The terms “Concern” and “Concerning” as used herein shall mean relating to, referring to, describing, evidencing, or constituting.

H. “Consumer” shall mean and include any person, a natural person, individual, governmental agency or entity, partnership, corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized who was offered or who was sold any of Your products or services.

I. "Connecticut Consumer" means any Consumer with an address in Connecticut.

J. "Contact" means any form of communication.

K. “Custodian” shall mean the person(s) who is/are most knowledgeable about the information and Documents requested herein, including:

1. The location and method of record keeping for the Documents responsive to this Request; and
2. The organization of the Documents as they are produced to the Commissioner pursuant to this Request.
3. Respondents' process for identifying Documents responsive to this Request. The person(s) shall have the ability to authenticate and identify each Document provided by You pursuant to the standard found in Fed. R. Evid. 902(11).

L. "Describe" or "Description" means to state with specificity all facts, including but not limited to time, comprising or pertaining to such fact, thing, condition, action or event, and to identify all individuals involved in such fact, thing, action or event.

M. The term “Documentary Material” or “Document” shall mean all written or graphic matter or electronically stored information ("ESI"), whether in final or draft form,

however produced, or reproduced, of every kind and description in your actual or constructive possession, custody, care or control, including without limitation, all writings, communications, text messages and e-mails, account documents, calendars or planners, charts, reports, diaries, drafts, drawings, faxes, graphs, travel records, memoranda, minutes, notes, papers, photographs, receipts, reports, statements, statistical records, studies, presentations, time sheets or logs, vouchers, weigh tickets, working papers, or any other tangible thing.

This Civil Investigative Demand is intended to cover Documents and ESI in every form or source in which such Documents or ESI exists or in which you possess it, including without limitation computer or electronic files stored on file servers, e-mail servers, work stations, desktops, hard drives, personal digital assistants (PDAs), smartphones (e.g., “Blackberrys,” “iPhones,” “Droids”), tablets (e.g., iPads) and other mobile electronic devices, or other electronic social or industrial/business web-based media (e.g., Facebook®, Twitter®, LinkedIn®) within your control, including personal devices that you have used at any time for work; records, data, reports, and queries derived from or residing in applications and databases, data compilations from which information can be derived, converted or translated into reasonably usable form, magnetic discs, magnetic strips, magnetic tape, recognition characters, microfiche, microfilm, optical characters, punched cards, punched paper tapes, audio tapes or recordings, or video tapes or recordings. Documents and ESI are in your “constructive possession, custody, care or control” if they reside physically or digitally on your premises, and also if they reside at the facilities of or on the servers or other devices of third parties such as “cloud” providers, Document storage facilities, back up sites, and other entities with whom you contract to maintain or house your Documents and ESI.

N. “Entity” means without limitation any corporation, company, limited liability

company or corporation, partnership, limited partnership, association, or other firm or similar body, or any unit, division, agency, department, or similar subdivision thereof.

O. "Identify" means to set forth specific and detailed information, including, in the case of:

1. a communication, its date, type (e.g., telephone conversation or discussion), the place where it occurred, the identity of the person who made the communication, the identity of the person who received the communication, the identity of each other person when it was made, and the subject matter discussed (for e-mail, this information should be supplied in the metadata);
2. a natural person, his or her name, business address, employer, and title or position;
3. a person other than a natural person (such as, for example, a firm, association, organization, business, partnership, trust, corporation, or public entity), its name, the address of its principal place of business, as well as, if it has a person other than a natural person that ultimately controls it, that other person's name and the address of that person's principal place of business;
4. a Document, the title of the Document, the author, the title or position of the author, the addressee, each recipient, the type of Document, the subject matter, the date of preparation, and its number of pages.

P. "Including" means including but not limited to.

Q. "Person" includes a natural person as well as any firm, association, organization, business, partnership, trust, corporation, or public entity.

R. "Refer" shall mean to make a statement about, embody, discuss, describe, reflect, identify, deal with, consist of, establish, comprise, list, or in any way pertain, in whole or in part, to the subject of the Document request.

S. "Relating To" or "In Relation To" means relating to, referring to, concerning, describing, pertaining to, evidencing, reflecting, regarding, constituting, involving, or touching upon in any way. Each of these terms may be used interchangeably herein and will be treated as encompassing all these meanings.

T. "Respondent" means Frontier Communications Corporation, or any of their former or present parent, sister, or subsidiary companies as well as all former and present agents, members, employees, officers, principals, successors, assigns, or other individuals acting on their behalf, respective predecessors, successors, or any affiliates of the foregoing.

U. "You," "Your," or "Your Business" means Respondent.

V. The singular includes the plural and vice versa, and a verb tense includes all other tenses where the clear meaning is not distorted by the addition of another tense or tenses.

## II. INSTRUCTIONS

The response to this CID shall be submitted in the following manner:

A. Except where otherwise explicitly indicated, this CID covers the period from June 1, 2015, through the present (the "Relevant Period"). Any Interrogatory or Requests for Production framed in the present tense shall be construed to cover the entire Relevant Period or any part of it.

B. This is a continuing request for information. If, after making its initial response, Respondent obtains, discovers, formulates, or otherwise becomes aware of any further information that is responsive to any one or more of these Interrogatories or Requests for Production, Respondent is required to supplement its response(s) and furnish such information as soon as such information becomes available.

C. For the purposes of reading, interpreting, or construing the scope of the Interrogatories and Document Requests, the terms used shall be given their most expansive and inclusive interpretation.

D. Unless instructed otherwise, each Interrogatory and Document request shall be construed independently and not by reference to any other Interrogatory or Requests for Production for the purpose of limitation.

E. Documents provided shall be complete and, unless privileged, shall be un-redacted, produced as maintained in the ordinary course of business in the company's files (*e.g.*, Documents that in their original condition were stapled, clipped or otherwise fastened together or maintained in separate file folders shall be produced in such form; attachments produced following the parent e-mail). You may submit photocopies (with color photocopies where necessary to

interpret the Document), in lieu of original Documents, provided that such copies are true, correct and complete copies of the original Documents.

F. Documents should be produced as they are maintained in the normal course of business, and should be labeled or organized in accordance with the requests to which they are responsive.

G. Each page of each Document submitted shall contain a unique identifying number that also contains a uniform alphabetic prefix identifying You. All boxes, folders or media containing submitted Documents and ESI shall be marked with Your name and the name(s) of the person(s) whose files are contained in that box or folder.

H. Before producing any Documents, you must contact John S. Wright or Lauren H. Bidra, Assistant Attorneys General, Office of the Attorney General, 10 Franklin Square, New Britain, CT, (860) 827-2684, to arrange a meeting or conference call with the company's personnel who are familiar with the particular ESI and the applications in which it is stored, to explain to the Connecticut Office of the Attorney General ("OAG") representatives the manner in which the ESI is stored, and the types of information that are available in the application. OAG representatives must approve the format and production method for ESI in advance. If responsive ESI resides in databases or applications, the company representative must be prepared to discuss queries or reports that can be run in order to furnish the responsive ESI. Electronic productions must be scanned for and free of viruses. The OAG will return any infected media for replacement, which may affect the timing of the Company's compliance with this Demand.

I. Each document should be produced only once. If you plan to produce Documents and ESI that were previously produced, the current production must be de-duplicated. Please



supply an index detailing the Document ID or Bates number for the current production along with every other Document ID or Bates number assigned to all Documents in relation to other productions. Produce deposition, proceeding, and trial transcripts in condensed or minuscule form, with a word index, and electronically on CD or DVD. The electronic version of the transcripts should be in Live notes PTF (Portable Transcript Format), PCF (Portable Case Format), or Plain Text format.

J. If You are unable to answer or respond fully to any Interrogatory or Request for Production, after exercising due diligence to secure information necessary to answer or respond to the fullest extent possible: (a) answer or respond to the extent possible; (b) specify the reason for Your inability to answer or respond in full; and (c) set forth the efforts You made to obtain the requested information.

K. Your Document retention policy should be suspended to prevent the destruction of any Documents that may be relevant to the Department of Consumer Protection's investigation as described in this CID.

L. Documents to be produced include all Documents in Your possession, custody or control, wherever located, including Documents in the possession, custody or control of Your directors, officers, employees, representatives or agents. Without limitation on the term "control," a Document is deemed to be in Your control if You have the right to secure that Document or a copy thereof from another person.

M. If You cannot supply precise information, state Your best estimate or approximation (including Your best approximation of date by reference to other events, when necessary), and designate the response as an estimate or approximation.

N. If You contend that any Interrogatory or Request for Production demanded by this CID is privileged in whole or in part, file with Your response to this CID a statement in writing and under oath and in such statement: (1) identify each such Interrogatory or Document; (2) state its general subject matter; and (3) state in detail the basis for each claim of privilege made with respect to it. If a claim of privilege is made to only a part of a Document, then in addition to the statement required herein, produce a copy of such Document from which the alleged privileged portion has been redacted, describing the redacted portion and basis for the redaction.

## **INTERROGATORIES**

In accordance with the requirements set forth in the “Definitions” and “Instructions,” You are specifically required to respond to the following within the time frame set forth above:

(1) **Identification of Responder**

- (a) Identify the Person or individuals answering and/or assisting in answering this Civil Investigative Demand on Your behalf.
- (b) Identify the Person or individuals with the authority to, and best ability to, answer questions regarding the subject matter of this Civil Investigative Demand.

## **REQUESTS FOR PRODUCTION**

In accordance with the requirements set forth in the “Definitions” and “Instructions,” You are specifically required to respond to the following within the time frame set forth above:

(1) **Customer Complaints**

- (a) For each Connecticut Consumer listed in Attachment A, produce All Documents Related to each Connecticut Consumer Including:
  - (i) each complaint made by or on behalf of each Connecticut Consumer listed in Attachment A;
  - (ii) All Communications between each Connecticut Consumer listed in Attachment A, his or her representative, and You;
  - (iii) All Communications between You and any government agency Related to each Connecticut Consumer listed in Attachment A;
  - (iv) All internal Communications and Documents Related to each Connecticut Consumer listed in Attachment A;
  - (v) All billings records for each Connecticut Consumer listed in Attachment A;
  - (vi) All contracts with each Connecticut Consumer listed in Attachment A; and
  - (vii) the resolution of each complaint made by each Connecticut Consumer listed in Attachment A Including any refunds, re-rates, credits, or gift cards.

(2) **Internet Speed**

- (a) Produce All Documents and Communications Related to internet speed, internet speeds offered to Connecticut Consumers and tests of internet speeds

offered to Connecticut Consumers.

- (b) Produce All Documents and Communications Related To Any review, analysis, study, report, or survey concerning the internet speed delivered to, or experienced by, Connecticut Consumers, or the character, quality, or volume of complaints received in connection therewith.
- (c) Produce All Documents and Communications Related To the capacity or suitability of particular modems, wireless routers, and/or integrated service routers to provide particular internet speeds or their appropriateness for use in connection with Your service plans to Connecticut Consumers.
- (d) Produce All Documents and Communications Related To factors that could affect the internet speed experienced through Wi-Fi.
- (e) Produce All Documents and Communications Related To the accuracy of advertising or other marketing claims Concerning internet speed to Connecticut Consumers, Including All efforts to review or substantiate such claims.
- (f) Produce All print, broadcast, and web-based Advertising And marketing promoting Your internet service that ran or aired in Connecticut or otherwise reached Connecticut Consumers, and All Documents Related To when and where such Advertising appeared in Connecticut Or reached Connecticut Consumers.
- (g) Produce representative copies of All disclosures made to Connecticut Consumers Related To actual or expected internet speeds, Including disclosures Concerning factors that might contribute to the degradation of customer speeds.
- (h) Produce All contracts for internet service, either independently or bundled with other services (e.g., phone), that You entered into with Connecticut Consumers.

(3) **Customer Service, Billing & Policies**

- (a) Produce All documents Related To the salary structure for Your customer service representatives, Including how Any commissions are calculated and the breakdown of compensation by source (e.g., base, commissions, etc.) for each category of representative.
- (b) Produce all Documents Related To training, guidance, and/or instructions Related To All customer service issues for Connecticut Consumers.
- (c) Produce All Documents Related To returned Connecticut Consumer

equipment Including Your policies, training, guidance, And instructions.

- (d) Produce All Documents Related To Connecticut Consumer collection or debt agency referral Including Your policies, training, guidance, And instructions.
- (e) Produce All internal Documents Related To billing Connecticut Consumers after termination of services, Including Your policies, training, guidance, And instructions.
- (f) Produce All internal Documents Related To charging Connecticut Consumers for paper billing statements, Including Your policies, training, guidance, And instructions.
- (g) Produce All internal Documents Related To providing refunds, re-rates, credits, and gift cards to Connecticut Consumers, Including Your policies, training, guidance, And instructions.
- (h) Produce All Documents Related To Customer Service or Call Center metrics for each year during the Relevant Period.
- (i) Produce All tariffs applicable to Connecticut Consumers for each year during the Relevant Period.
- (j) Produce All Your vendor contracts Related To marketing, sales, and customer service to Connecticut Consumers. If vendor Or agent compensation is not stated in the contract, Describe the terms by which each vendor or agent is compensated by You.

(4) **Revenues**

- (a) Provide Your gross and net revenues in Connecticut for each year during the Relevant Period. Provide All calculations and provide All audited financial statements relied upon to derive those gross and net revenues.

HEREOF FAIL NOT UNDER PENALTY OF LAW.

Dated at Hartford, Connecticut, this 2nd day of, April 2020.



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MICHELLE SEAGULL  
COMMISSIONER OF CONSUMER PROTECTION

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INVESTIGATIVE DEMAND**

**OATH**

Personally appeared, \_\_\_\_\_, who, being duly sworn deposes and says that the answers to the Interrogatories and Requests for Production attached hereto and contained in the Investigative Demand issued to **FRONTIER COMMUNICATIONS CORPORATION** are accurate to the best of my knowledge and belief.

\_\_\_\_\_  
Name:  
Title:

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public/ Commissioner of Superior Court

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**OATH**

Personally appeared, \_\_\_\_\_, who, being duly sworn deposes and says that the answers to the Interrogatories and Requests for Production attached hereto and contained in the Investigative Demand are accurate to the best of my knowledge and belief.

\_\_\_\_\_  
Name:  
Title:

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public/ Commissioner of Superior Court