

DOCKET NO.:

RETURN DATE: SEPTEMBER 13, 2022

STATE OF CONNECTICUT

Plaintiff,

v.

FRONTIER COMMUNICATIONS
PARENT, INC., et al.

Defendants.

SUPERIOR COURT

JUDICIAL DISTRICT

OF HARTFORD

AT HARTFORD

DATE: AUGUST 31, 2022

STIPULATION JUDGMENT

WHEREAS, the Plaintiff, State of Connecticut (the "State"), represented by William Tong, Attorney General, acting at the request of Michelle H. Seagull, Commissioner of Consumer Protection, brought this action pursuant to Chapter 735a of the General Statutes, alleging that the Defendants, Frontier Communications Parent, Inc.; Frontier Communications Intermediate, LLC; and Frontier Communications Holdings, LLC (collectively, "Reorganized Frontier"), and the Reorganized Frontier subsidiary The Southern New England Telephone Company d/b/a Frontier Communications of Connecticut ("SNET") (collectively, "Frontier"), violated the Connecticut Unfair Trade Practices Act ("CUTPA"), General Statutes § 42-110a, *et seq.*, and particularly General Statutes § 42-110b(a); and

WHEREAS, the State and Frontier by their counsel, have agreed to the entry of this Stipulation Judgment without trial or adjudication of any issue of fact or law and without admission by Frontier of any wrongdoing, or admission of any CUTPA violations or any other law as alleged by the State; and

WHEREAS, the State and Frontier agree that there is no reason for delay and consent to the entry of this Stipulation Judgment;

NOW THEREFORE, the State and Frontier agree as follows:

1 PRELIMINARY STATEMENT

1.1 At all relevant times, Frontier was engaged in the trade or commerce of providing internet, telephone, and video services (“Services”) to Connecticut Consumers.

1.2 Frontier has been providing the Services to Connecticut Consumers since approximately 2014.

1.3 In 2019, the State began investigating Frontier pursuant to customer complaints about Frontier’s marketing and sales practices (“Investigation”).

1.4 On April 14, 2020 (the “Petition Date”), Frontier Communications Corporation and its subsidiaries, including SNET, filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code. They continued to operate as debtors-in-possession during the pendency of the bankruptcy case.

1.5 On April 30, 2021, Frontier and its subsidiaries emerged from bankruptcy in the form of three reorganized entities: Frontier Communications Parent, Inc.; Frontier Communications Intermediate, LLC; and Frontier Communications Holdings, LLC (collectively, “Reorganized Frontier”).

1.6 In connection with Reorganized Frontier’s emergence from bankruptcy, substantially all of the assets of Frontier vested in Reorganized Frontier and Frontier Communications Corporation was dissolved.

1.7 In connection with Frontier’s bankruptcy proceedings and related state and federal regulatory proceedings, Frontier and its subsidiaries and affiliated entities represented that

Reorganized Frontier would substantially continue and assume responsibility for the business operations performed and overseen by Frontier in Connecticut. All references to "Frontier" in this Stipulation Judgment shall mean Frontier Communications Corporation before April 30, 2021, and Reorganized Frontier on and after April 30, 2021, unless otherwise noted.

1.8 The State recognizes that Frontier has cooperated with the Investigation and has, prior to the Effective Date, voluntarily implemented improvements to its processes.

1.9 The Parties have reached an agreement resolving the issues in controversy and concluding the Investigation by filing this Stipulation Judgment. The Parties agree that this Stipulation Judgment resolves the State's claims under General Statutes § 42-110a, *et seq.*, and potential claims under and as set forth in Paragraph 10.1 of this Stipulation Judgment.

NOW THEREFORE, upon the consent of the Parties hereto, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

2 PARTIES

2.1 Plaintiff is the State of Connecticut or the "State."

2.2 The Defendant Frontier Communications Corporation was dissolved effective April 30, 2021 and was a Delaware corporation with a principal place of business at 401 Merritt 7, Norwalk, Connecticut 06851.

2.3 The Defendant SNET is a wholly owned subsidiary of Frontier and delivers Frontier's Services to Connecticut consumers under the trade name Frontier Communications of Connecticut.

2.4 The Defendant Frontier Communications Parent, Inc. is a Delaware corporation with a principal place of business at 401 Merritt 7, Norwalk, Connecticut 06851.

2.5 The Defendant Frontier Communications Intermediate, LLC is a Delaware limited liability company with a principal place of business at 401 Merritt 7, Norwalk, Connecticut 06851.

2.6 The Defendant Frontier Communications Holdings, LLC is a Delaware limited liability company with a principal place of business at 401 Merritt 7, Norwalk, Connecticut 06851.

3 JURISDICTION

3.1 Pursuant to General Statutes §§ 42-110b and 42-110m, jurisdiction of this Court over the subject matter and over the Defendants for the purpose of entering and enforcing this Stipulation Judgment is admitted. Jurisdiction is retained by this Court for the purpose of enabling the Attorney General or the Defendants to apply for such further orders and directions as may be necessary or appropriate for the construction and modification of the injunctive provisions herein, or execution of this Stipulation Judgment, including enforcement of this Stipulation Judgment and punishment for any violation of this Stipulation Judgment. The Defendants waive any defect associated with service of Plaintiff's Complaint and this Stipulation Judgment and do not require issuance or service of a Summons.

4 DEFINITIONS

In this Stipulation Judgment, the following words or terms shall have these meanings:

4.1 "Advertise," "Advertisement," or "Advertising" means any written or electronic statement, illustration, or depiction intended for Consumers and designed to create interest among Consumers in the purchase of, publicize the availability of, and effect the sale or use of Internet Services or Bundled Services, whether the statement appears in an electronic mail, website, mobile application, homepage, radio, television, cable television, program-length commercial or "infomercial," or any other medium whether in print or electronic form.

4.2 “Attorney General” means the Attorney General of the State of Connecticut and/or the Office of the Attorney General of the State of Connecticut.

4.3 “Bundled Service” means Internet Service with Frontier telephone and/or any other Frontier service and “DSL Bundled Service” means DSL Internet Service with Frontier telephone and/or any other Frontier service.

4.4 “Clear(ly) and Conspicuous(ly)” means that the statement, representation, or term being disclosed is of such size, color, contrast, and/or audibility and is so presented as to be readily noticed and understood by a reasonable consumer. If such statement is necessary as a modification, explanation, or clarification to other information with which it is presented, it must be presented in close proximity to the information it modifies, in a manner so as to be readily noticed and understood. In addition to the foregoing, in interactive online media, the disclosure shall also be presented prior to the Consumer incurring any financial obligation.

In connection with any internet, mobile, social media, Point of Sale, or other electronic Advertisement, if restrictions on format, size, and/or technical specifications prevent Frontier from Clearly and Conspicuously disclosing all material terms, conditions, limitations, and obligations reasonably adjacent to the representations contained in the Advertisements, Frontier shall include a Clear and Conspicuous link, click-through, pop-up, or similar method to direct Consumers to such disclosures.

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

4.6 “Congestion Report” means Frontier’s “Monthly DSLAM Congestion Report,” which provides congestion information for all DSLAM uplinks and the circuits that affect more than one DSLAM, including Host, Aggregator, and B-RAS uplinks.

4.7 “Consumer” shall mean and include any person, a natural person, individual, and any other legal entity however organized with a service address in Connecticut and who was offered or who was sold any of Frontier’s residential products or services.

4.8 “Covered Conduct” shall mean the promotion, advertisement, offer, sale, or provision of Frontier’s Internet Service or Bundled Service to Consumers. It shall also include all billing, payment, and collections practices relating to the provision of Frontier’s Internet Service or Bundled Service to Consumers.

4.9 “CUTPA” means the Connecticut Unfair Trade Practices Act, Chapter 735a of the Connecticut General Statutes.

4.10 “DSL,” or Digital Subscriber Line, means residential Internet Service using Frontier’s copper-based Internet access service provided to Consumers over telephone lines.

4.11 “Effective Date” means the date on which this Consent Judgment has been entered as an order by the Court.

4.12 “Fiber Service” means residential internet service provided to consumers using fiber-optic facilities in an optical distribution network connected to the Consumer location demarcation point or optical network terminal.

4.13 “First Invoice” means the first invoice the Consumer receives after placing an order with Frontier for new or changed Bundled Service or Internet Service.

4.14 “Fiber to the Premises” or FTTP means Frontier’s deployment of fiber-optic facilities in an optical distribution network from Frontier’s central offices to the public right of

way, utility pole, or easement immediately adjacent to the potential Consumer's premises, including residential and multi-dwelling unit locations. If a Consumer subscribes to Fiber Service, the fiber and optical distribution network will be connected with fiber-optic cable to the Consumer location demarcation point or optical network terminal.

4.15 "Frontier" means The Southern New England Telephone Company d/b/a/ Frontier Communications of Connecticut ("SNET") together with its affiliates, subsidiaries, successors, and any other related entity that is formed, organized, or structured through any bankruptcy proceeding (regardless of organizational identity, form of doing business, organizational structure, affiliations, ownership, or management composition) that acts in concert or participation with Frontier in the promotion, advertisement, sales, billing, and provision of Frontier's Internet Service and Bundled Service to Consumers in Connecticut. The Parties intend and agree that the term "Frontier" further applies to Reorganized Frontier, SNET, and any and all successors thereto by merger, consolidation, conversion, or otherwise and having the rights, powers, duties, and interests granted to the "Reorganized Debtor(s)" having plans of reorganization confirmed under Chapter 11 of the Bankruptcy Code.

4.16 "Frontier Equipment" shall mean any equipment provided to a Consumer by Frontier to enable a Consumer to use Internet Service or Bundled Service and that must be returned by the Consumer following termination of Internet Service or Bundled Service.

4.17 "Internet Service" shall mean Frontier's residential internet service provided to Consumers, regardless of the manner in which such service is delivered unless otherwise provided herein.

4.18 "Point of Sale" means the communication sequence that directly results in a Consumer incurring a new or additional financial obligation to Frontier for Internet Service or

Bundled Service. The Point of Sale can be either online or via a verbal or electronic interaction with a Frontier sales representative, agent, or third-party authorized to sell Frontier products or services.

4.19 “Provision,” “Provisioned” or “Provisioning” refers to the network setting of the maximum speed, based on technical system capabilities, at which a Consumer’s DSL Internet Service or DSL Bundled Service will be set, *i.e.*, the maximum speed a Consumer’s service will be capable of achieving.

4.20 “Represent,” “Representation,” or “Representations” shall mean to communicate through certifications, claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages, or any other manner or means by which meaning might be conveyed.

4.21 “State” shall mean the State of Connecticut.

4.22 “Stipulation Judgment” refers to this document entitled Stipulation Judgment in the matter of State of Connecticut v. Frontier Communications Parent, Inc.

5 FINDINGS

5.1 The State maintains that there is evidence that the following Frontier practices may have constituted unfair or deceptive practices violating CUTPA:

5.1.1 Misrepresenting the nature, quality, and characteristics of its DSL Internet Service and DSL Bundled Service;

5.1.2 Entering into contracts with Consumers for DSL Internet Service or DSL Bundled Service when it knew or reasonably should have known that it could not provide such service to the Consumers’ addresses;

5.1.3 Billing Consumers for good or services that were cancelled;

- 5.1.4 Charging Consumers for unreturned equipment when Consumers followed Frontier's procedures for returning the equipment, and even when the Consumer had returned the equipment;
- 5.1.5 Publishing Advertisements misrepresenting the true monthly cost of its DSL Internet Service and DSL Bundled Service; and
- 5.1.6 Misrepresenting the nature and purpose of the Internet Infrastructure Surcharge.

5.2 Frontier denies the State's allegations and is entering into this Stipulation Judgment for the purpose of settlement, and nothing contained herein may be taken as, or construed to be, an admission or confession of any violation of law, or any other matter of fact or law, of any liability or wrongdoing.

6 INJUNCTIVE RELIEF

General

6.1 Frontier shall not engage in acts or practices relating to the Covered Conduct which constitute violations of CUTPA.

Price and Billing Disclosures

6.2 At the Point of Sale, Frontier shall Clearly and Conspicuously disclose to the Consumer all material terms and conditions of its offer of Internet Service or Bundled Service. Such disclosures shall be made before the Consumer has assumed any obligation to pay. The material terms and conditions shall include, but are not limited to:

- 6.2.1 A description of the Internet Service or Bundled Service being purchased;
- 6.2.2 The billing frequency and total estimated price of the Internet Service or Bundled Service, including fees, taxes, and other material charges; and

6.2.3 The term of the Internet Service or Bundled Service pricing.

6.3 Frontier shall create and maintain a business record of the Consumer's acceptance of the material terms and conditions issued pursuant to Paragraph 6.2 prior to activating the Consumer's Internet Service or Bundled Service and prior to imposing any fees or other charges related to the new services offered to the Consumer.

6.4 Frontier shall inform a Consumer if Frontier intends to perform a credit check.

6.5 Frontier shall memorialize the material terms and conditions disclosed pursuant to Paragraph 6.2 above in a written or electronic order confirmation ("Order Confirmation") sent within three (3) business days of the Consumers' offer acceptance. In the Order Confirmation, as well as in every invoice for a Consumer's Internet Service or Bundled Service, Frontier shall affirmatively disclose the means by which the Consumer can contact Frontier regarding any complaints or questions regarding the Consumer's Internet Service or Bundled Service, including complaints or questions regarding billing or collections.

6.6 The Order Confirmation issued pursuant to Paragraph 6.5 shall be a stand-alone document and shall not contain any Advertisements, unless such Advertisements themselves are stand-alone documents, clearly separated inserts, or, if part of the letter, webpage, or email, placed in a separate section or area that does not distract from the Clear and Conspicuous message of the Order Confirmation.

6.7 Other than taxes or surcharges imposed by governmental authority or specifically authorized by law or regulation, or fees passed to an independent third party, Frontier shall not charge any Consumer any amount for Internet Service or Bundled Service that is greater than the amount disclosed pursuant to Paragraph 6.2 or in subsequent notices. Further, Frontier shall not charge a Consumer a cancellation charge unless such charge was disclosed at the Point of Sale or

in the Order Confirmation, as required by Paragraphs 6.2 and 6.5. Frontier may not charge an unreturned equipment fee unless such charge was disclosed at the Point of Sale or in the Order Confirmation, as required by Paragraphs 6.2 and 6.5.

6.8 As of the Effective Date, Frontier shall not charge any new Consumer of Internet Service or Bundled Service an “Internet Infrastructure Surcharge” or any other similarly described fee or charge. Within sixty (60) of the Effective Date, Frontier shall discontinue billing Consumers with existing Internet Service or Bundled Service a separate Internet Infrastructure Surcharge or any other similarly described fee or charge.

Advertisements: DSL Internet Services and DSL Bundled Services

6.9 The following provisions in this section (Paragraphs 6.10 through 6.12) related to Advertisements are limited to DSL Internet Services and DSL Bundled Services and will take effect no later than 120 days after the Effective Date.

6.10 When Advertising DSL Internet Service or Bundled Service, Frontier shall Clearly and Conspicuously disclose all material terms, conditions, limitations, and obligations. If an Advertisement contains a single offer which is repeated more than once, or multiple offers which are subject to the same terms and conditions, Frontier shall Clearly and Conspicuously disclose that the terms and conditions apply to all offers set forth in the Advertisement.

6.11 If Frontier Advertises an available price and charges any related fees or surcharges in addition to the Advertised price for DSL Internet Service or Bundled Service, the existence of fees or surcharges shall be Clearly and Conspicuously disclosed in the text of the Advertisement (e.g., “additional fees and surcharges apply” or “excludes fees and surcharges”). In addition, for Frontier fees or surcharges that are not passed onto third parties (e.g., taxes paid to government entities), not specifically authorized by law or regulation, or not for additional services or goods

(e.g., a modem rental fee), additional disclosure requirements apply (collectively, “Specifically Disclosed Fees and Surcharges”). For any Specifically Disclosed Fees and Surcharges in print or internet Advertisements, Frontier shall Clearly and Conspicuously identify the fee or surcharge by name and disclose the amount or average amount of the fee or surcharge.

6.12 In all Advertising relating to the speed or speed capabilities of its DSL Internet Service and DSL Bundled Service tiers, Frontier shall:

6.12.1 Clearly and Conspicuously describe that maximum speeds are “wired” speeds, along with a Clear and Conspicuous disclosure to a link or website location that explains: (1) the maximum speed in a specific service tier is that highest speed a Consumer can attain if subscribed to that tier; (2) the actual and average speeds vary; and (3) actual speed depends on multiple factors. Frontier shall also Clearly and Conspicuously disclose the factors which affect speed including: (1) the use of Wi-Fi; (2) the number of users simultaneously accessing the same internet connection; (3) limits on the performance capabilities of the Consumer’s equipment; and/or (4) network congestion;

6.12.2 In all Advertising referencing the speed of specific Internet Service products, Clearly and Conspicuously disclose that the Advertised speeds or speed capabilities may not be available in a Consumer’s area;

6.12.3 In all Advertising directed to a Consumer’s geographic area, which may reflect a zip code, not Advertise speeds in excess of those actually available to that Consumer’s geographic area;

6.12.4 Clearly and Conspicuously disclose the range of speeds a Consumer is likely to receive, and the impact such speeds may have on the performance of applications and services such as streaming or gaming; and

6.12.5 In all Advertising referencing the “reliability” of Frontier’s Internet Service or Bundled Service, provide a link or a website location to Clearly and Conspicuously disclose conditions or limitations which could adversely affect a Consumer’s service and impact a Consumer’s ability to access such service.

Substantiating Internet Service Speeds

6.13 In all Advertisements, Frontier shall not make any representations regarding the speed or reliability of its Internet Service or Bundled Service unless Frontier can demonstrate that it has a reasonable scientific or engineering basis for such representations.

6.14 The following provisions in this section (Paragraphs 6.15 through 6.24) related to substantiating service speeds are limited to DSL Internet Service and DSL Bundled Services.

6.15 Frontier shall continue to generate monthly internal Congestion Reports.

6.16 For Consumers with existing Internet Service or Bundled Service which is delivered by DSLAMs for which Frontier’s internal Congestion Reports indicate “Critical” for any consecutive three-month period, Frontier shall issue a written notice, in the form of separate mailing or email for those Consumers who have opted to receive Communications electronically. Such notice shall inform affected Consumers of the speed at which they are Provisioned, the range of speeds they are likely to achieve, and the impact such speeds may have on their access to various online content and services, e.g., streaming or gaming. In conjunction with such notice, Frontier shall offer affected Consumers the options: (a) to continue with their current Internet Service or

Bundled Service; (b) to discontinue Internet Service or Bundled Service with no additional fee; or (c) to migrate to a different Internet Service of Bundled Service package. Frontier shall not alter the criteria needed for a DSLAM to be classified as “Critical.”

6.17 Should Frontier’s monthly internal Congestion Reports in any particular DSLAM indicate “Critical” in any consecutive three-month period, Frontier shall discontinue selling Internet Service or Bundled Service to new customers to be served by that DSLAM.

6.18 Frontier shall not unilaterally discontinue Internet Service or Bundled Service to consumers solely on account of entering into this Consent Judgment.

6.19 Beginning ninety (90) days after the Effective Date, if any Consumers contact Frontier to inquire about the speed of their Internet Service or Bundled Service, and the Provisioned speed is readily identifiable, Frontier shall disclose the speed at which the Consumers are Provisioned and, for customers who are Provisioned at a speed less than the maximum speed of the range for the service tier level they are subscribing to or higher, Frontier shall offer such Consumers the option of: (a) continuing with their current Internet Service or Bundled Service; (b) discontinuing their Internet Service or the Internet Service portion of their Bundled Service with no disconnection fee; or (c) changing to a different Internet Service or Bundled Service tier with a lower service speed, if available.

6.19.1 In the event the Consumer’s Provisioned speed is not readily identifiable, Frontier shall, within thirty (30) days of the Consumer’s initial contact, disclose the speed at which the Consumers are Provisioned or provide the Consumer with notice referenced in the following sentence. For Consumers who are Provisioned at a speed less than 90% of the maximum speed of the range for the service tier level they are subscribing to or higher or whose

provision speed is not readily identifiable, Frontier shall offer such customers the options of: (a) continuing with their current Internet Service or Bundled Service; (b) discontinuing Internet Service or the Internet service portion of the Bundled Service with no disconnection fee; or (c) changing to a different Internet Service or Bundled Service tier with a lower service speed, if available.

6.19.2 For purposes of this section, a Consumer inquiry “about their Provisioned internet speeds” shall be interpreted broadly to include any and all attempts by a Consumer to ask Frontier why they are not receiving the maximum internet speed for their service tier and the Consumer requests or it is otherwise clear from the communication that Frontier should investigate or take action to address the Internet Service speed.

6.20 No later than 120 days after the Effective Date, Frontier shall Provision Consumers subscribing to new Internet Service or Bundled Service at a minimum of 90% of the maximum speed of the range for the tier level they are subscribing to or higher. If such Consumers cannot be Provisioned at 90% of the maximum speed of the range for the tier level they are subscribing to or higher, Frontier shall notify Consumers within 14 days of service activation, that they cannot be Provisioned at 90% or higher and Frontier shall offer such customers the options of: (a) continuing with their chosen Internet Service or Bundled Service; (b) discontinuing Internet Service or the Internet Service portion of the Bundled Service with no disconnection fee; or (c) changing to a different Internet Service or Bundled Service tier with a lower service speed, if available, in which they can be Provisioned at 90% or higher of the maximum speed of the range for the tier.

6.21 Should any Consumer wish to subscribe to Frontier's Internet Service or Bundled Service in an area served by a DSLAM in which Frontier will Provision them at 3 Mbps or lower, Frontier shall Clearly and Conspicuously disclose the limitations on its Internet Service or Bundled Service and that such limitations may impact the Consumers' ability to utilize "streaming" services.

6.22 No later than 120 days after the Effective Date, Frontier shall issue a written notice to each of its current Internet Service customers who is provisioned at less than 90% of the maximum speed of the range for their speed tier. Such notice shall inform customers of the speed at which they are provisioned, the range of speeds they are likely to achieve, and the impact such speeds may have on their access to various internet services, e.g., streaming or gaming. In conjunction with such notice, Frontier shall offer such customers the options of: (a) continuing with their current Internet Service or Bundled Service; (b) discontinuing Internet Service or the Internet Service portion of the Bundled Service with no disconnection fee; or (c) changing to a different Internet Service or Bundled Service tier with a lower service speed, if available, in which they can be Provisioned at 90% or higher of the maximum speed of the range for the tier.

6.23 Beginning 12 months and concluding 36 months after the Effective Date, Frontier shall automatically credit one half the monthly Internet Service or Internet service portion of the Bundled Service charges to individual Consumers for all months in which: (i) Frontier fails to Provision such customers at least 90% of the highest speed of the range of the tier level to which they are subscribed unless the Consumer has been advised in writing of the option to discontinue Internet Service or to subscribe to a lower speed tier, if available, and elected not to discontinue service or subscribe to the lower speed tier level service; or (ii) Frontier fails to Provision such Consumer at least 100% of the speed at which they were informed they were Provisioned.

6.24 The Consumer credits described in Paragraph 6.23 are not fines, penalties, or disgorgements of funds. Frontier further stipulates that such Consumer credits are injunctive, as opposed to monetary, relief and further waives any right to contend otherwise in any future bankruptcy or other action in state, federal, administrative and/or bankruptcy court or tribunal.

Customer Service Inquiries and Cancellation Requests

6.25 In the Order Confirmation, as well as in every invoice and on Frontier's website, Frontier shall disclose means by which Consumers may Communicate with Frontier regarding any customer service-related question or concern, including cancellation of Internet Service or Bundled Service. Frontier shall Clearly and Conspicuously disclose various methods for Consumers to communicate with Frontier and shall respond to Consumer Communications in a reasonable period of time.

6.26 Frontier shall disclose the days and regular business hours when Frontier representatives will be available to respond to Consumer Communications.

6.27 When a Consumer calls Frontier to cancel Internet Service or Bundled Service, the Frontier representative shall disclose to the Consumer the cancellation options available, including the earliest date by when the Consumer may cancel in accordance with his or her customer agreement and the material consequences of the option selected by the Consumer, including, but not limited to: the effective cancellation date; the cancellation fee amount, if any; the method of refund or credit, if applicable; and the date or approximate time frame when the Consumer will receive the refund or credit, if applicable. After processing the Consumer's cancellation request, the Customer Service Representative shall provide to the Consumer a unique cancellation confirmation number and an estimate of the amount to be refunded or credited, if applicable.

6.28 The Frontier representative shall further inform the Consumer that Frontier will send the Consumer written or electronic confirmation that the Consumer's Internet Service, Bundled Service, or Fiber Service has been cancelled (the "Cancellation Notice").

6.29 Within five (5) business days following receipt of the Consumer's cancellation order, Frontier shall send the Cancellation Notice to the Consumer.

The Cancellation Notice shall Clearly and Conspicuously disclose that it is a notice of cancellation of Frontier Internet Service or Bundled Service and shall include the following information:

6.29.1 Cancellation confirmation number;

6.29.2 The fact that the Consumer's Internet Service or Bundled Service has been cancelled;

6.29.3 Disconnection date;

6.29.4 Cancellation or early termination fee, if any; and

6.29.5 The Frontier Equipment the Consumer must return to Frontier including return instructions and any unreturned equipment charge to be imposed for each piece which is not returned.

6.30 The Cancellation Notice shall be a stand-alone physical or electronic document and shall not contain any Advertisements, unless such materials are on stand-alone physical or electronic documents, or, if part of the Communication, web page or email, in a separate section or area that does not distract from or obstruct the Clear and Conspicuous message of the Cancellation Notice.

6.31 Frontier shall not continue to charge a Consumer's debit or credit card, deduct funds from a Consumer's bank account, or bill a Consumer for Internet Service, Bundled Service, or

Fiber Service cancelled by the Consumer, after the effective cancellation date of that cancelled Internet Service or Bundled Service; provided that bills or invoices that are in process or have already been processed, and any charges or deduction of funds that cannot, under reasonable business procedures, be unscheduled within five (5) days of the effective cancellation date shall not be considered a violation of this provision. Notwithstanding the foregoing, in no event shall an automated payment for Internet Service or Bundled Service cancelled by the Consumer be processed more than five (5) days following the Consumer's cancellation of Internet Service or Bundled Service; provided, however, this provision shall not apply to payment(s) for Services rendered prior to the Consumer's cancellation of Internet Service or Bundled Service, unpaid charges outstanding, or Frontier Equipment that is not returned.

Equipment Returns

6.32 Within five business days following completion of processing the order for the termination of a Consumer's Internet Service or Bundled Service, Frontier shall provide the Consumer with information about returning Frontier Equipment, which shall include the acceptable method and mode of equipment returns. Frontier shall use an equipment return process that provides the Consumer the ability to track and confirm an equipment return.

6.33 Frontier shall allow Consumers no less than thirty (30) days from delivery to the Consumer of the Frontier shipping information to return the Frontier Equipment.

6.34 A Consumer's return of Frontier Equipment shall be deemed completed when the Consumer delivers the Frontier Equipment to the delivery service specified to the Consumer.

6.35 Frontier shall not impose an unreturned equipment charge unless the return period has expired and Frontier can establish that the Consumer has not delivered the Frontier Equipment to the delivery service identified to the Consumer.

6.36 In the event a Consumer disputes an unreturned equipment charge by asserting that they delivered the Frontier Equipment to the specified delivery service, Frontier shall review the tracking information for each package to determine whether the Consumer did in fact properly deliver the package. Frontier shall then inform the Consumer in writing of its findings.

Policies and Procedures

6.37 Frontier shall adopt and implement policies and procedures that ensure compliance with this Consent Judgment, including but not limited to:

6.37.1 The adoption of specific change(s) to its internal policies to procedures designed to prevent any recurrence of the acts or omissions giving rise to the State's investigation;

6.37.2 The adoption of policies obligating agents, independent contractors, or third-party resellers to abide by the terms of this Stipulated Judgment; and

6.37.3 The adoption of policies and procedures to allow employees to report confidentially concerns that Frontier is or may not be in compliance with this Consent Judgment and ensure that such reports are investigated.

6.38 Frontier shall record inbound telephonic conversations with Consumers concerning Point of Sale confirmations and cancellations; provided that the act of recording the telephone conversation is not prohibited by applicable statutes, rules, and regulations. Nothing herein shall be construed to prevent or prohibit Frontier from responding to questions, concerns, or objections from the Consumer during the telephonic Point of Sale call or cancellation call. For any recorded Consumer telephone communications, Frontier shall save the recordings for a minimum of twenty-four months and, upon the written request of the State, shall provide the recordings to the State if it is able to identify the recording based on the information provided by the State,

within sixty (60) days unless Frontier requests an extension of additional time, in such case, the State agrees to provide good faith extensions as needed.

6.39 Frontier shall, within ninety (90) days of the Effective Date, implement and maintain a quality assurance program to ensure that calls received from Consumers are handled in accordance with the requirements of this Consent Judgment, including but not limited to complying with the provisions of this Consent Judgment governing sales and cancellation of Internet Service or Bundled Service, as applicable.

6.40 Frontier shall ensure that Frontier representatives who communicate with Consumers about the services of Frontier are trained to act in compliance with this Consent Judgment.

6.41 To the extent necessary, Frontier shall ensure that applicable training materials and scripts are modified to comply with this Consent Judgment.

Complaint Handling

6.42 Frontier shall maintain Consumer complaints and Frontier's responses to those Consumer complaints for a period of at least thirty-six (36) months from the date of final response of the Consumer complaint. The Consumer complaint file shall include the Consumer complaint and the resolution of the complaint. Frontier shall maintain Consumer complaint files in a manner and format which allows Frontier to comply with the requirement to produce Consumer complaints in a timely manner and in accordance with this Consent Judgment. The Consumer complaint file of a Consumer shall be provided to the State, upon written request, within sixty (60) days, unless Frontier in good faith requests an extension of time in such case, and the State agrees to provide such extension.

6.43 Within thirty (30) days of the Effective Date, Frontier shall appoint a person or persons, or an entity, to act as a direct contact for the State for the resolution of Consumer

complaints. Frontier shall provide the State with the name(s), title(s), address(es), telephone number(s), and electronic mail address(es) of the person(s) or entity(ies), within thirty (30) days of the appointment of such person(s) or entity(ies).

6.44 Upon written request by the State, following the Effective Date, Frontier shall provide its response to each Consumer complaint relating to conduct occurring after the Effective Date, which shall include:

6.44.1 The date Frontier received such Consumer complaint;

6.44.2 A description or copy of such Consumer complaint; and

6.44.3 The final resolution of such Consumer complaint.

6.45 Upon further written request by the State, Frontier shall provide copies of any additional underlying correspondence documentation, or background information, including call recordings, related to the Consumer complaint, and Frontier's written response.

6.46 Whenever Frontier agrees to refund to a Consumer any amount of money, Frontier shall process the refund promptly, but not later than sixty (60) days from the date of agreeing to do so, Frontier shall provide the Consumer with an estimate of approximately how long it may take to receive the refund.

Compliance Monitoring

6.47 Frontier shall immediately commence fulfillment of the requirements set forth in this Consent Judgment.

6.48 Frontier shall, after diligent inquiry, annually certify compliance with this Consent Judgment to the Attorney General for the duration of this Consent Judgement.

6.49 Frontier shall report any material noncompliance with this Consent Judgment to the Attorney General within sixty (60) days of discovery or notice of the noncompliance and fully describe all steps taken to remedy the noncompliance and prevent recurrence.

6.50 Upon written request from the Attorney General, Frontier shall, within thirty (30) days of the request, provide documents relating to Frontier's business practices related to compliance with this Agreement. Frontier shall comply with all such requests.

General Terms

6.51 Upon execution of this Consent Judgment, Frontier shall immediately commence fulfillment of the requirements set forth herein and unless otherwise specifically stated herein, shall comply with the requirements within ninety (90) days from the Effective Date of the Consent Judgment. Except as otherwise specifically stated herein, all provisions in the Consent Judgment shall remain in effect for six (6) years.

7 CAPITAL EXPENDITURE COMMITMENTS

7.1 Frontier shall make \$42,500,000 in capital expenditures to expand its fiber to the premises ("FTTP") network within its existing DSL service territory to Consumers over a three-and-a-half-year period following the Effective Date. These capital expenditures shall be:

7.1.1 in addition to Frontier's existing infrastructure commitments in Connecticut;

7.1.2 targeted to include Consumers in communities on the Connecticut Department of Economic and Community Development's ("CDECD") 2021 Distressed Municipalities List or subsequent lists released by CDECD in 2022, 2023 or 2024 ("CDECD List"). Frontier shall be deemed to be in compliance with this provision if at least fifty percent (50%) of the \$42.5 million FTTP capital expenditure commitment includes Consumers in communities on the CDECD List; and

7.1.3 made in accordance with the following schedule. Frontier shall:

7.1.3.1 expend no less than \$10,000,000 within one year of the Effective Date;

7.1.3.2 no less than \$20,000,000 within two years of the Effective Date;

7.1.3.3 no less than \$30,000,000 with three years of the Effective Date and

7.1.3.4 no less than \$42,500,000 within four years from the Effective Date.

7.2 If Frontier elects to transition Consumers in an area where FTTP is deployed pursuant to Paragraph 7.1, these transitioned Frontier DSL Internet Service or Frontier DSL Bundled Internet Service Consumers shall:

7.2.1 not be subject to an early termination or disconnection fee for discontinuing Frontier DSL Internet Service or Frontier DSL Bundled Internet Service;

7.2.2 have a reasonable period of time, not less than 45 days after Frontier providing notice to the customer the FTTP is deployed, to decide whether to transition to Frontier FTTP service;

7.2.3 be provided the ability to select new customer pricing, including any applicable promotional rate for FTTP; and

7.2.4 be provided information from Frontier concerning the Affordable Connectivity Program (“ACP”) referenced in Paragraph 7.3.

7.3 Frontier shall advertise the availability of the ACP and make information about the program available to Consumers, including DSL and FTTP Consumers in accordance with applicable federal eligibility and compliance requirements.

7.4 Commencing one year after the Effective Date and ending when Frontier has fully satisfied its commitments in Paragraph 7.1, Frontier shall provide the Attorney General with

annual reports on its Paragraph 7.1 commitments, no later than March 31 of the following year, and identify:

- 7.4.1 the total number by community of FTTP installations for the prior year;
- 7.4.2 the actual capital spending during the prior year;
- 7.4.3 the number of Consumers who subscribe to FTTP in the deployment areas completed pursuant to Paragraph 7.1, and
- 7.4.4 the planned capital spending for the next year.

7.5 The \$42,500,000 investment described in Paragraph 7.1 is not a fine, penalty, or disgorgement of funds. Frontier further stipulates that such investment is injunctive, as opposed to monetary, relief and further waives any right to contend otherwise in any future bankruptcy or other action in state, federal, administrative, and/or bankruptcy court or tribunal.

8 COMPLAINT REVIEW PROCESS

8.1 Frontier shall review all Consumer complaints filed with any Connecticut State Agency, including the Attorney General, Connecticut Department of Consumer Protection, and Connecticut Public Utilities Regulatory Authority (“State Agencies”) from January 1, 2019 through the Effective Date (“Complaint Review Period”). Not later than 180 days from the Effective Date, Frontier shall refund each Consumer who complained to the State Agencies during the Complaint Review Period, as appropriate, through either: (1) credits or refunds to existing Consumers, or (2) refunds to former Consumers. Frontier shall dedicate a minimum of \$200,000 for credits or refunds to Consumers for complaints filed with the State Agencies during the Complaint Review Period.

8.2 Frontier shall appoint a Connecticut Complaint Liaison for the Attorney General to contact for escalations and inquiries concerning this Complaint Review Process.

8.3 Not later than 180 days from the Effective Date, Frontier shall provide the Attorney General with a Complaint Review Report identifying:

8.3.1 each complaint reviewed and the resolution; and

8.3.2 a summary of all customer credits and refunds issued in accordance with Paragraph 8.1.

8.4 Not later than 180 days from the date that Frontier provides the Attorney General with the Complaint Review Report referenced in Paragraph 8.3, Frontier shall remit the balance of the funds remaining in the Complaint Review Fund, less any amounts due for unclaimed refunds, to the State of Connecticut. Frontier shall further provide the Attorney General with a list of Consumers with outstanding refunds, the amount of the refund, and the date the refund was sent to the Consumer.

9 MONETARY PROVISIONS

9.1 Judgment shall enter in favor of the State and against Frontier in the amount of SEVEN MILLION and 00/100 DOLLARS (\$7,000,000.00) (“Judgment Amount”). Frontier shall pay ONE MILLION and 00/100 DOLLARS (\$1,000,000.00) to the Attorney General within five (5) business days of the Effective Date. Payment shall be made out to “Treasurer, State of Connecticut” and shall be sent to Deputy Associate Attorney General Michael Wertheimer, Office of the Attorney General, 165 Capitol Avenue, Suite 4000, Hartford, Connecticut 06106.

9.2 If Frontier is adjudged by a court of competent jurisdiction to have violated the terms of this Stipulated Judgment related to timely completion of the Capital Expenditure Commitments described in Paragraph 7.1 or the payment described in Paragraph 9.1, the balance of the Judgment Amount shall be due and payable upon the entry of a final court order or the

expiration of any applicable appeal period. All payments shall be in the form of cashier's or trustee's check or wire transfer payable to "Treasurer, State of Connecticut."

9.3 If the State believes that Frontier has violated Paragraphs 7.1 or 9.1, prior to taking any action to enforce this Consent Judgment, the State notify Frontier of the alleged violations. Frontier shall, within thirty (30) days of such notice, acknowledge its receipt of the notice and shall, within sixty (60) days of such notice, take all steps necessary either to cure the alleged violation(s) or to demonstrate to the State that no such violation(s) occurred.

9.4 If the Attorney General contends that the alleged violation has not been cured following the Cure Period, the Attorney General may seek judicial enforcement of this Consent Judgment, without Frontier having waived any defenses to any alleged breach. Notwithstanding and in addition to the foregoing, if Frontier fails to timely make the Capital Expenditure Commitments and payments described in Paragraphs 7.1 or 9.1, the Attorney General reserves the right to seek specific performance of such investments and/or payments.

10 RELEASE

10.1 In consideration of, and contingent upon the Defendants' full and continuing compliance with all obligations set forth in this Stipulation Judgment, and except as otherwise set forth herein, the State of Connecticut releases and forever discharges to the fullest extent of the law, the Defendants from the following: all civil claims, causes of action, damages, restitution, fines, costs, and penalties that the State asserted or could have asserted against the Defendants related to the Covered Conduct pursuant to CUTPA, Conn. Gen. Stat. § 42-110a, *et seq.*, and the regulations promulgated thereunder, up to and including the Effective Date.

10.2 IT IS FURTHER ORDERED that notwithstanding any term of this Stipulation Judgment, all the following forms of liability are specifically reserved and excluded from the release set forth in Paragraph 10.1 as to any entity or person, including the Defendants:

10.2.1 Any criminal liability that any person or entity, including the Defendants, have or may have to the State of Connecticut; and

10.2.2 Any civil or administrative liability that any person or entity, including the Defendants, has or may have to the State of Connecticut under any statute, regulation or rule not covered by the release in Paragraph 10.1 above, including but not limited to, all the following claims:

10.2.3 State or federal antitrust violations; or

10.2.4 State or federal tax claims.

11 GENERAL PROVISIONS

11.1 Nothing in this Stipulation Judgment shall be construed as relieving the Defendants of their obligations to comply with all state and federal laws, regulations, and rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.

11.2 Any notices required to be sent to the State or to the Defendants by this Stipulation Judgment shall be sent by electronic mail and first-class mail. The documents shall be sent to the following addresses:

For the State:

Michael C. Wertheimer
Deputy Associate Attorney General
Lauren H. Bidra
Brendan T. Flynn
Assistant Attorneys General
Office of the Attorney General
165 Capitol Avenue
Hartford, Connecticut 06106

Michael.Wertheimer@ct.gov
Lauren.Bidra@ct.gov
Brendan.Flynn@ct.gov

For the Defendants:

Kevin Saville
Frederick Thomas
Legal Department
Frontier Communications
401 Merritt 7
Norwalk, Connecticut 06851
KS9458@ftr.com
FT7430@ftr.com

11.3 Titles or captions in this Stipulation Judgment are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Stipulation Judgment or any provision thereof.

11.4 The Parties have negotiated, jointly drafted, and fully reviewed the terms of this Stipulation Judgment, and therefore the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Stipulation Judgment.

11.5 If any portion of this Stipulation Judgment is held invalid by operation of law, the remaining terms of this Stipulation Judgment shall not be affected.

11.6 The Defendants enter into this Stipulation Judgment of their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Stipulation Judgment.

11.7 Any failure by the State to insist upon the strict performance by any Defendant of any of the provisions of this Stipulation Judgment shall not be deemed a waiver of any of the provisions of this Stipulation Judgment, and the State, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any of the provisions of this Stipulation Judgment and the imposition of any penalties provided for by the laws of the State of Connecticut.

11.8 Nothing in this Stipulation Judgment shall be interpreted to affect any private claim, right, debt, or cause of action that any Consumer may have against any Defendant based on the acts and practices of the Defendants.

11.9 Any signature required to affect any part of this Stipulation Judgment may be executed by the Parties in counterparts, each of which signatures shall be deemed an original, and any such document executed in counterparts shall have the same effect and authority.

11.10 This Stipulation Judgment shall be binding on the Defendants and their subsequent purchasers, merged parties, inheritors, or other successors in interest and the Defendants shall take no direct or indirect action to circumvent the terms of this Stipulation Judgment. In no event shall assignment of any right, power, or authority under this Stipulation Judgment avoid the Defendants' compliance with this Stipulation Judgment.

11.11 No duty or obligation imposed by this Stipulation Judgment on the Defendants shall be assigned or delegated by the Defendants without the express written consent of the State. Any purported assignment or delegation in violation of the preceding sentence shall be voidable at the sole discretion of the State.

11.12 As used herein, the plural shall refer to the singular and the singular shall refer to the plural, and the masculine and the feminine and the neuter shall refer to the other, as the context requires.

11.13 Except as otherwise set forth herein, this Stipulation Judgment is not intended by the Parties to amend or supersede any existing or future contract or agreement between the Defendants and any Consumer.

11.14 Except as otherwise set forth herein, it is not the intention of the parties to establish or create a third-party beneficiary interest on behalf of any Consumer that does not otherwise exist at law.

11.15 This Stipulation Judgment shall not be deemed as having any res judicata, collateral estoppel or issue preclusion effect on any future actions, matters, allegations, complaints, prosecutions, liabilities, issues, delinquencies, taxes arising from the Defendants' collective individual conduct—whether known or unknown; whether civil, criminal, administrative or regulatory; whether inuring to the State or any of its agencies, to any Consumers, to any putative class plaintiffs, third party beneficiaries, or any other person or entity, except as provided herein.

12 REPRESENTATIONS AND WARRANTIES

12.1 Frontier Represents that it is represented by legal counsel, and that it is fully advised of its legal rights in this matter.

12.2 Frontier Represents that the person signing below on behalf of Frontier is fully authorized to act on its behalf and legally bind the company to perform all the obligations set forth herein.

12.3 The undersigned counsel for the State warrants and Represents that they are fully authorized to execute this Stipulation Judgment on behalf of the Attorney General.

12.4 Each of the Parties warrants and Represents that it negotiated the terms of this Stipulation Judgment in good faith.

12.5 Each of the Parties and signatories to this Stipulation Judgment warrants and Represents that it freely and voluntarily enters into this Stipulation Judgment without any degree of duress or compulsion.

12.6 Frontier shall not Represent or imply that the Attorney General acquiesces in or approves of Frontier's past or current business practices, efforts to improve its practices, or any future practices that Frontier may adopt or consider adopting.

12.7 All Parties consent to the disclosure to the public of this Stipulation Judgment by Frontier and the Attorney General.

12.8 For purposes of construing this Stipulation Judgment, the Stipulation Judgment shall be deemed to have been drafted by all Parties and shall not, therefore, be construed against any Party for that reason in any dispute.

12.9 The Parties Represent that no promise of any kind or nature whatsoever (other than the written terms of this Stipulation Judgment) was made to them to induce them to enter into this Stipulation Judgment, and that they have entered into this Stipulation Judgment voluntarily.

12.10 This Stipulation Judgment constitutes the entire, complete, and integrated agreement between the Parties pertaining to the settlement and supersedes all prior and contemporaneous undertakings of the Parties in connection herewith. This Stipulation Judgment may not be modified or amended except by written consent of all the Parties.

IT IS SO ORDERED, ADJUDGED AND DECREED.

This _____ day of _____, 2022.

JUDGE

JOINTLY APPROVED BY:

FOR PLAINTIFF:

STATE OF CONNECTICUT,

DEPARTMENT OF
CONSUMER PROTECTION

WILLIAM TONG
ATTORNEY GENERAL



DATE: 8/30/22

Michael C. Wertheimer
Juris No. 412504
Deputy Associate Attorney General
Lauren H. Bidra
Juris No. 440552
Brendan T. Flynn
Juris No. 419935
Assistant Attorneys General
Office of the Attorney General
165 Capitol Avenue
Hartford, Connecticut 06106
Phone: 860-808-5400
Fax: 860-808-5593

FOR DEFENDANTS:

FRONTIER COMMUNICATIONS PARENT, INC., et al.



DATE: August 23, 2022

Mark Nielsen
Executive Vice Present, Legal & Regulatory
Frontier Parent, Inc.
401 Merritt 7
Norwalk, CT 06851

APPROVED AS TO FORM FOR ENTRY:



DATE: August 27, 2022

Peregrine Rowthorn
Jepsen Rowthorn LLP
P.O. Box 370496
West Hartford, Connecticut 06137
Juris No. 414905
perry@jeprow.com
(860) 922-3285

Counsel for Frontier Communications Parent, Inc., et al.