

WISCONSIN DEPARTMENT OF JUSTICE
17 WEST MAIN STREET
POST OFFICE BOX 7857
MADISON, WI 53707-7857

WISCONSIN DEPARTMENT OF
AGRICULTURE, TRADE AND
CONSUMER PROTECTION
2811 AGRICULTURE DRIVE
POST OFFICE BOX 8911
MADISON, WI 53708-8911

IN THE MATTER OF:

FRONTIER COMMUNICATIONS PARENT, INC.,
FRONTIER COMMUNICATIONS OF WISCONSIN, LLC,
FRONTIER NORTH INC., FRONTIER ONLINE AND
LONG DISTANCE INC., and
FRONTIER COMMUNICATIONS OF AMERICA, INC.,

**ASSURANCE OF
VOLUNTARY
COMPLIANCE**

Respondents.

The State of Wisconsin, acting through Josh Kaul, Attorney General of the State of Wisconsin (the “State”), and Frontier Communications Parent, Inc., Frontier Communications of Wisconsin, LLC, Frontier North Inc., Frontier Online and Long Distance Inc., and Frontier Communications of America, Inc. (“Frontier”) hereby execute and agree to be bound by this Assurance of Voluntary Compliance (“AVC”).

This AVC concerns resolution of alleged violations of the Wisconsin Deceptive Trade Practices Act, Wis. Stat. § 100.18 (“WDTPA”), Wisconsin Unfair Billing Law, Wis. Stat. § 100.195 (“WUBL”), Wisconsin Unfair Trade Practices Law, Wis. Stat. § 100.20 (“WUTPL”), and Wisconsin Telecommunications Law, Wis. Stat. § 100.207 (“WTL”) (WDTPA, WUBL, WUTPL, and WTL are collectively referred to as “Wisconsin Laws”). Frontier agrees not to contest any terms of this AVC.

The parties agree that the entry into this AVC by Frontier is not an admission of liability, and not an agreement with any legal or factual assertion dealt with herein.

THEREFORE, the parties agree as follows:

I. Jurisdiction

1.1 The Wisconsin Attorney General, acting on behalf of the State and the Wisconsin Department of Agriculture, Trade and Consumer Protection (“WDATCP”), has jurisdiction to enforce the Wisconsin Laws pursuant to Wis. Stat. §§ 100.18(11)(e), 100.195(5m)(c), 100.20(4), and 100.207(6)(b)1 .

II. Parties Bound

2.1 This AVC binds Frontier, whether acting through associates, principals, officers, directors, employees, representatives, successors, or assigns, or through any subsidiary corporation, assumed name, or business entity. Frontier is responsible for compliance with the terms of this AVC, and must ensure that all employees, subcontractors, agents, and representatives comply with the terms of this AVC.

III. Definitions

3.1 “Advertised Speed” means the download speed advertised or offered, including at point of sale, in association with a specific Internet Service Plan, such as “18 Mbps,” “As Fast As 18 Mbps,” “Max Speeds As Fast As 18 Mbps,” or “9 to 18 Mbps.”

3.2 “AVC” means this Assurance of Voluntary Compliance.

3.3 “Clear(ly) and Conspicuous(ly)” means that a required disclosure is difficult to miss (*i.e.*, easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

(a) In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement,

the disclosure must be made visually or audibly.

(b) A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.

(c) An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.

(d) In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.

(e) The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.

(f) The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.

(g) The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.

(h) When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.

3.4 “Close Proximity” means that the disclosure is very near the triggering representation. For example, a disclosure made through a hyperlink, pop-up, interstitial, or other similar technique is not in close proximity to the triggering representation.

3.5 “Commission” means the Federal Trade Commission.

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

3.7 “Customer” means a consumer who subscribes to an Internet Service Plan with an Advertised Speed in the State of Wisconsin.

3.8 “DATCP” means the Wisconsin Department of Agriculture, Trade and Consumer Protection.

3.9 “DSL” means digital subscriber line.

3.10 “DSLAM” means DSL access multiplexer.

3.11 “Existing Customer” means a Customer who is already subscribed to an Internet Service Plan with an Advertised Speed and who is not a New Customer.

3.12 “Internet Service Plan” means a service to provide residential Internet access via DSL.

3.13 “Landline Voice Service Plans” and “Landline Voice Bundles” means residential telephone service provided via copper transmission lines.

3.14 “Material Restriction” means a restriction on the amount or speed of Internet access that is likely to affect a Customer’s purchase or use of the Internet Service Plan.

3.15 “New Customer” means a person who becomes a Customer after the Effective Date, *i.e.*, a person who subscribes to an Internet Service Plan with an Advertised Speed, an Existing Customer who changes service plans to an Internet Service Plan with an Advertised Speed, or both.

3.16 “Parties” means the State and Frontier, collectively.

3.17 “Provision” and “Provisioned” refer to Frontier’s setting of the speed on

Frontier's network for a Customer's DSL Internet service.

3.18 "Speed Assessment Procedure" means a procedure, algorithm, process, or data analysis, based on competent and reliable evidence, for assessing the speed at which Frontier is able to provide DSL Internet service to a residential address. For purposes of this definition and references hereto, "competent and reliable evidence" means tests, including loop tests, analyses, research, or studies that have (1) been conducted and evaluated in an objective manner by qualified personnel, and (2) are generally accepted to yield accurate and reliable results, and provides a reasonable basis for representations concerning an Advertised Speed.

IV. Factual Background

4.1 The State was a plaintiff together with certain other states and the Federal Trade Commission in a civil complaint filed in the United States District Court for the Central District of California (*Federal Trade Commission et al v. Frontier Communications Corporation et al* (2:21-cv-04155 CDCA)). In the complaint the Attorney General alleged, *inter alia*, that Frontier has violated the Wisconsin Laws in its advertising, marketing, sales, provisioning, and billing of DSL Internet service and Telephone Service in Wisconsin (the "Alleged Conduct").

4.2 The District Court on October 3, 2021, granted Frontier's motion to dismiss the State's claims for lack of personal jurisdiction.

4.3 The Parties by this AVC intend to resolve any claims relating to the Alleged Conduct.

4.4 In entering this AVC, the mutual objective of the Parties is to resolve, without litigation, the Attorney General's potential claims relating to the Alleged Conduct under the Wisconsin Laws or other statutes for preliminary and permanent injunctive relief, as well as the potential claims for payment of damages and reimbursement of the Attorney General's costs relating to the investigation of the Alleged Conduct. Frontier denies the State's allegations and is

entering into this AVC 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. Frontier is offering this AVC to avoid the time and expense of litigating this matter further. The State agrees to accurately depict this AVC in any public statements and to identify that Frontier denied the State's allegations, cooperated with the State's investigation and resolved the State's concerns with the AVC.

Implementation of Compliance Measures

V. Prohibition Against Misrepresenting Internet Services

Frontier, whether acting directly or indirectly, in connection with the advertising, marketing, or sale of any Internet Service Plan, shall refrain from, expressly or by implication:

5.1 Advertising or marketing Internet Service Plans with Advertised Speeds:

(a) In television and radio advertisements or other ads disseminated to or meant for a general audience and that contain Advertised Speed claims, unless Frontier Clearly and Conspicuously discloses that the maximum Advertised Speeds may not be available in a consumer's area, if that is the case; and that the actual speed a Customer is likely to be able to obtain is subject to multiple factors, if that is the case;

(b) In Internet advertisements or other advertisements that appear when a consumer has provided his or her residential address, or if Frontier has targeted the consumers based on their residential address or zip code, if the maximum Advertised Speed exceeds what is available in those consumers' zip codes;

(c) In mailer advertisements or other advertisements targeted to consumers based on their geographic area or neighborhood, if the maximum Advertised Speed exceeds what is available to the consumers receiving such advertisements.

5.2 Misrepresenting the amount or speed of data transmission that an Internet Service Plan will provide.

5.3 Making any representation about the amount or speed of data transmission without disclosing, Clearly and Conspicuously, all Material Restrictions to obtaining the represented amount or speed of data transmission. For purposes of this AVC:

(a) For any representation that an Internet Service Plan will deliver an Advertised Speed, the advertisement must disclose Clearly and Conspicuously and in Close Proximity to the representation:

(1) the range of speeds available for that tier, such as “6.1 Mbps to 12 Mbps download”; and

(2) that the average speed may be lower than the maximum speed represented, if that is the case.

(b) For internet ads or mailer ads, if the actual speed a Customer is likely to be able to obtain is subject to multiple factors, the advertisement must contain a Clear and Conspicuous link or website location to a Clear and Conspicuous disclosure that states that actual speed is subject to multiple factors, such as (i) the effect of Wi-Fi; (ii) multiple users on the same account; (iii) device limitations; and (iv) network congestion.

5.4 Misrepresenting the performance or central characteristics of an Internet Service Plan.

VI. Prohibited Subscription and Billing Practices for Internet Services

Frontier, whether acting directly or indirectly, in connection with any Internet Service Plan, shall refrain from:

6.1 At the point of sale, subscribing or upgrading any New Customer to an Internet

Service Plan with an Advertised Speed unless the geographic location of the New Customer's residential address provides reason to believe that Frontier can provide service at the Advertised Speed to the New Customer.

6.2 Provisioning any New Customer for an Internet Service Plan with an Advertised Speed unless the Customer is Provisioned within 10% of the maximum Advertised Speed or higher for that Internet Service Plan, provided that if a Customer cannot be Provisioned within 10% of the maximum Advertised Speed or higher, Frontier shall notify the New Customer as set forth in Section 7.2 of this AVC.

6.3 Subscribing any New Customer to an Internet Service Plan with service to be provided by a DSLAM for which Frontier's Congestion Reports indicate that the DSLAM has had an average peak utilization of 90% or greater during at least the three months prior to service installation.

6.4 Billing, charging, collecting, or attempting to collect from any New Customer the costs or fees for an Internet Service Plan with an Advertised Speed unless a Speed Assessment Procedure performed at the time of service installation, such as the one set forth in Exhibit A, provides reason to believe that Frontier can provide service within 10% of the maximum Advertised Speed or higher to the New Customer's residential address; *provided, however*, that Frontier shall not be deemed to be in violation of this Section 6.4 if the Customer continues with the current Internet Service Plan after receiving written notice as provided in Section 7.2 of this AVC.

6.5 Billing, charging, collecting, or attempting to collect from any Existing Customer or New Customer the costs or fees for an Internet Service Plan with an Advertised Speed, if after receipt of a customer-initiated trouble ticket or written complaint from the Customer asserting

that the Customer's Internet speed experienced is slower than the Advertised Speed and the Customer requests or it is otherwise clear from the communication that Frontier should investigate or take action to address service speed, Frontier does not, at its option, (a) initiate a review to respond to the Customer's trouble ticket or complaint, such as through a Speed Assessment Procedure comparable to the one set forth in Exhibit B; or (b) issue a notice in the form shown in Attachment D, or in such form approved in writing by the Commission or its designee, that offers the Customer the option to (i) continue with the current Internet Service Plan; (ii) cancel the Internet Service Plan without incurring any additional fee associated with an Internet Service Plan, such as an early termination fee, for cancelling the Internet Service Plan, or (iii) move to another available Internet Service Plan product tier in which the Existing Customer can be Provisioned at a minimum of 90% of the maximum Advertised Speed or Frontier service. Frontier will not include anything in or with the Notice described in this section other than the Notice shown in Attachment D, or in such form approved in writing by the Commission or its designee, including any billing statements or marketing messages.

VII. Required Actions for New and Upgrading Internet Service Customers

Frontier will, not later than 120 days after the Effective Date, comply with the requirements in section 7.1 and 7.2:

7.1 Clearly and Conspicuously disclose, to all New Customers, at or before the point of sale or change in Internet Service Plan with an Advertised Speed: the maximum Advertised Speed, the range of Internet service speeds Frontier has reason to believe the New Customer is likely to receive based on the geographic location of the New Customer's service address, and how such speeds may impact the New Customer's use of certain online content and services, *e.g.*, streaming or gaming;

7.2 Within 10 business days of the time of the installation and provisioning of the Internet Service Plan with an Advertised Speed, whether by a technician, self-installation, or another method, Frontier shall identify the provisioned speed and provide New Customers who have been Provisioned at less than the maximum Advertised Speed for their Internet Service Plan with a notice in the form shown in Attachment A, or in such form approved in writing by the Commission or its designee, via any method Frontier uses to communicate with the Customer (including but not limited to mail, e-mail, or text message if customers agree to text messaging). Frontier's notice described in this Section shall:

(a) Clearly and Conspicuously inform the New Customer of the maximum Advertised Speed for the Internet Service Plan to which the New Customer is subscribed; the maximum speed for which the New Customer is Provisioned; the range of Internet service speeds Frontier has reason to believe the New Customer is likely to receive based on a Speed Assessment Procedure performed at the time of service installation, such as the one set forth in Exhibit A; and how such speeds may impact the New Customer's access to various Internet services, such as streaming or gaming;

(b) Offer the New Customer the options to (i) discontinue the Internet Service Plan without incurring any additional fee associated with an Internet Service Plan, such as an early termination fee, for cancelling the Internet Service Plan, (ii) move to another available Internet Service Plan product tier for which the New Customer can be Provisioned at a minimum of 90% of the maximum Advertised Speed or another Frontier service, or (iii) continue with the current Internet Service Plan, in the form shown in Attachment A, or in such form approved in writing by the Commission or its designee. If the New Customer elects to discontinue the Internet Service Plan, Frontier shall refund or waive any applicable installation, service

connection, and early termination fees; and

(c) Not include anything in or with the Notice or email other than the Notice, including any billing statements or marketing messages.

VIII. Required Actions Regarding New and Existing Internet Service Customers

Within 180 days after the Effective Date, Frontier will identify each Existing Customer with an Internet Service Plan for whom either (i) the Provisioned Speed is less than the maximum Advertised Speed to which the Customer is subscribed, or (ii) the Provisioned Speed cannot be readily ascertained, and Customers identified in connection with Frontier's ongoing reporting obligations under this AVC. For each such Customer who has not previously received notice under this Section or Section 7 of this AVC:

8.1 Frontier shall, for Existing Customers for whom the Provisioned Speed is less than the maximum Advertised Speed, issue a notice via any method Frontier uses to communicate with the Existing Customer (including but not limited to mail, e-mail, or text message if customers agree to text messaging). Frontier's Notice described in this Section shall:

(a) Clearly and Conspicuously inform the Existing Customer of the maximum Advertised Speed for the Internet Service Plan to which the Existing Customer is subscribed; the maximum speed for which the Existing Customer is Provisioned (if readily ascertainable); the range of Internet service speeds Frontier has reason to believe the Existing Customer is likely to receive based on the geographic location of the Existing Customer's residential address; and how such speeds may impact the Existing Customer's access to various Internet services, such as streaming or gaming;

(b) Offer the Existing Customer the options to (i) continue with the current Internet Service Plan; (ii) discontinue the current Internet Service Plan without incurring any

additional fee associated with an Internet Service Plan, such as an early termination fee, for cancelling the Internet Service Plan; and (iii) move to another available Internet Service Plan product tier in which the Existing Customer can be Provisioned at a minimum of 90% of the maximum Advertised Speed or another Frontier service, in the form shown in Attachment B, or in such form approved in writing by the Commission or its designee; and

(c) Not include anything in or with the Notice or email other than the Notice in the form shown in Attachment B, or in such form approved in writing by the Commission or its designee, including any billing statements or marketing messages.

8.2 Frontier shall, for Existing Customers for whom the Provisioned Speed cannot be readily ascertained based on limitations in Frontier's systems or facilities in the Existing Customer's area, issue a notice in the form shown in Attachment C, or in such form approved in writing by the Commission or its designee, via any method Frontier uses to communicate with the Existing Customer (including but not limited to mail, e-mail, or text message if customers agree to text messaging). Frontier's Notice described in this Section shall:

(a) Clearly and Conspicuously inform the Existing Customer of the maximum Advertised Speed for the Internet Service Plan to which Existing Customer is subscribed; the fact that the Provisioned Speed cannot be readily ascertained based on limitations in Frontier's systems or facilities in the Customer's area; the range of Internet service speeds Frontier has reason to believe the Existing Customer is likely to receive based on the geographic location of the Existing Customer's service address; and how such speeds may impact the Existing Customer's access to various Internet services, such as streaming or gaming;

(b) Offer the Existing Customer the options to (i) continue with the current Internet Service Plan; (ii) discontinue the current Internet Service Plan without incurring any

additional fee associated with an Internet Service Plan, such as an early termination fee, for cancelling the Internet Service Plan; and (iii) move to another available Internet Service Plan product tier in which the Customer can be Provisioned at a minimum of 90% of the maximum Advertised Speed or another Frontier service, in the form shown in Attachment C, or in such form approved in writing by the Commission or its designee; and

(c) Not include anything in or with the Notice or email other than the Notice in the form shown in Attachment C, or in such form approved in writing by the Commission or its designee, including any billing statements or marketing messages.

8.3 Frontier shall, for Customers served by DSLAMs for which Congestion Reports indicate an average peak utilization of 90% or greater in any consecutive 3-month period, issue a notice via any method Frontier uses to communicate with the Customer (including but not limited to mail, e-mail, or text message if customers agree to text messaging) to those Customers within 60 days of the end of the 3-month period, informing them of: (1) the speed at which they are provisioned; (2) the range of Internet service speeds they are likely to achieve; and (3) that the limitations of those speeds may impact various Internet services, such as streaming or gaming.

8.4 Frontier shall, when a New or Existing Customer subscribed to an Internet Service Plan with an Advertised Speed contacts Frontier with a trouble ticket or written complaint asserting that the Customer's Internet speed experienced is slower than the Advertised Speed and the Customer requests or it is otherwise clear from the communication that Frontier should investigate or take action to address service speed respond to the Customer by, at Frontier's option: (a) initiating a review to respond to the Customer's complaint, such as through a Speed Assessment Procedure; or (b) issue a notice via any method Frontier uses to

communicate with the New or Existing Customer (including but not limited to mail, e-mail, or text message if customers agrees to text messaging):

(a) Frontier's Notice described in this Section shall offer the Customer the options to (i) continue with the current Internet Service Plan; (ii) discontinue the current Internet Service Plan without incurring any additional fee associated with an Internet Service Plan, such as an early termination fee; and (iii) move to the next lower Internet Service Plan product tier in which the Customer can be Provisioned at a minimum of 90% of the maximum Advertised Speed.

(b) Frontier shall not include anything in or with the Notice or email other than the Notice including any billing statements or marketing messages.

8.5 Beginning 12 months and concluding 36 months after the Effective Date of this Assurance, Frontier shall credit one half the monthly Internet Service charge to individual customers for all such months in which (a) Frontier fails to provision such customers at least 90% of the maximum Advertised Speed unless the customer has been advised in writing of the option to discontinue Internet Service or subscribe to another available Internet Service Plan product tier or Frontier service, if available, and elected not to subscribe to the lower speed tier level service or (b) Frontier fails to provision such customer at least 100% of the speed at which they were informed they were provisioned.

8.6 The customer credits described in Paragraph 8.5 above are not fines, penalties, or disgorgements of funds. Frontier further stipulates that such customer credits are injunctive, as opposed to monetary, relief and further waives any right to contend otherwise in future bankruptcy or other action in state, federal, administrative, and/or bankruptcy court or tribunal.

IX. Advertising Landline Voice Service

Frontier will, not later than 120 days after the Effective Date, comply with the requirements in sections 9.1-through 9.5:

9.1 In advertising or marketing of Landline Service Plans and Landline Voice Bundles, Frontier shall not unless substantiated use the following terms in reference to the quality of those services:

(a) “crystal-clear” or “crystal-clear calling”

(b) “99.9% reliability”

(c) “we’ve got you covered 24/7”

9.2 In advertising or marketing of Landline Service Plans and Landline Voice Bundles to prospective residential customers whose service would be provided over equipment that is powered by electricity from the municipal utility grid without company-provided back-up power equipment, Frontier shall not represent that its “reliable copper powered network stays on even when the power goes out.”

9.3 In television and radio advertisements or other ads disseminated to or meant for a general audience, Frontier shall disclose material limitations on the delivery of Landline Service Plans and/or Landline Voice Bundles affecting customers in the zip codes to which such advertisements are directed.

9.4 In Internet advertisements or other advertisements that appear when a consumer has provided his or her residential address, or Frontier has targeted the consumers based on their residential address or zip code, Frontier shall disclose material limitations on the delivery of Landline Service Plans and/or Landline Voice Bundles that are likely to affect the service at the residential address or in the zip code entered by the consumer.

9.5 In mailer advertisements or other advertisements targeted to consumers based on their residential address or zip code, Frontier shall disclose material limitations on the delivery of Landline Service Plans and/or Landline Voice Bundles that are likely to affect the service at the residential addresses or in the zip codes to which such advertisements are directed.

X. Landline Voice Service Issues

10.1 Out of Service: If Frontier fails to reinstate basic primary residential or business telephone service within 24 hours of the trouble being reported to Frontier, or a later date if that date is agreed to by the customer, Frontier will provide the customer a daily pro rata adjustment (i.e., 1/30th) of the monthly local telephone service recurring charge (“Daily Pro Rata Adjustment”).

10.2 Service Impairment: Trouble reports of static, cross talk, or other noise that are determined to arise within Frontier facilities (not on the customer side of the demarcation point) and that result in an inability to use the telephone service will be eligible for credits equivalent to the credits provided for Out of Service conditions above.

10.3 Medical Emergency Accounts: Frontier will, within 90 days of the settlement effective date, implement processes intended to expedite the installation, repair or restoration of telephone service for customers that have enrolled in Frontier’s Medical Emergency Account (“MEA”) program. Upon Frontier’s receipt of the customer’s medical provider’s certification of a medical need for telephone service, the customer’s telephone account will be flagged in Frontier customer support systems to identify their MEA status to Frontier personnel, including repair personnel. In the event of a subsequent telephone trouble report for the account, the MEA indicator in the customer’s record will require priority handling by all Frontier representatives.

XI. Capital Expenditure Commitments

11.1 Frontier agrees to make an investment of \$15 million in capital expenditures to provide or enhance internet services in Wisconsin and for Wisconsin consumers over a period of four years from the Effective Date of this Assurance. To the extent Frontier incurs capital expenditures related to any of the following activities those expenditures will not apply against the \$15 million commitment in this Agreement: (a) completing any Federal Communications Commission's Rural Digital Opportunity Fund build out requirements and deployment milestones, and (b) deploying broadband pursuant to any State or local government grant for construction; however, to the extent Frontier contributes its own capital funding to complete the project, Frontier's funding will count toward the \$15 million commitment.

11.2 Frontier shall fulfill the \$15 million capital expenditure according to the following schedule: (a) expend \$7.5 million within two years after the Effective Date; and (b) expend a total of \$15 million within four years starting on the first calendar day of the month after the Effective Date.

11.3 The \$15 million capital expenditure investment described above is not a fine, penalty, or disgorgement of funds. Frontier further stipulates that such investment is a form of injunctive relief, as opposed to monetary relief. Frontier waives any right to contend otherwise in its motions or filings in any action in state, federal, administrative, and/or bankruptcy proceeding.

XII. Monitoring

12.1 Upon the execution of this Assurance, Frontier shall immediately commence fulfillment of the requirements set forth herein and unless otherwise provided herein shall comply with the herein no later than 90 days from the Effective Date of this Assurance.

12.2 For a period of four years after the Effective Date, Frontier shall detail its compliance

with the Requirements set forth in this Assurance to the State with a semi-annual teleconference presentation to DATCP. The first presentation shall cover the six-month period starting on the first calendar day of the month following the Effective Date of this Assurance and shall be provided to DATCP within 60 days after the conclusion of that six-month period, and then semi-annually thereafter. Frontier shall provide a copy of its report/presentation document to DATCP. Such reporting shall include, at a minimum:

- (a) The number of Customers to which Frontier has sent each type of notice pursuant to Sections 7 and 8 of this AVC.
- (b) A report and representative copy of all disclosures provided to customers in accordance with Sections 7 and 8.
- (c) Copies of complaints received by Frontier regarding DSL speed and telephone service issues.
- (d) Capital expenditures that were made during the reporting period pursuant to this Assurance, including amount spent, location where spent, capital improvements that were made, and a summary of the effect of such improvements on the number of consumers receiving new or improved internet access service.

12.3 For a period of four years after the Effective Date, Frontier shall cooperate with the Wisconsin Department of Agriculture, Trade, and Consumer Protection's ("WDATCP") consumer complaint mediation process by responding to future complaints regarding Internet Service Plans forwarded to it by WDATCP. This would include providing WDATCP information related to such customers at WDATCP's request, including but not limited to a customer's advertised speed, the initial assessed speed, a customer's provisioning data, and the results of the most recent Speed Assessment Procedure relating to such customer.

XIII. Monetary Payment

13.1 No later than 60 days after the Effective Date, Frontier shall pay the sum of Ninety Dollars (\$90,000) to the Wisconsin Department of Justice. The wiring instructions shall be provided to Frontier no later than seven days after the Effective Date. The Department of Justice shall remit \$18,981.50 from said sum to DATCP to reimburse its costs of investigation. The remainder shall be used for reimbursement of attorneys' fees and other costs of investigation; distribution or application to any applicable consumer protection enforcement funds, including future consumer protection enforcement, consumer education, litigation or local consumer aid, or revolving funds; defraying the costs of the inquiry leading hereto; payments to consumers who filed complaints with DATCP prior to the Effective Date; or any other lawful purpose, at the sole discretion of the Attorney General.

XIV. Release

14.1 Upon Frontier's full payment of its obligation under Section XIII, the State of Wisconsin releases and forever discharges Frontier and all of their past and present owners, directors, divisions, principals, employees, officers, parents, predecessors, shareholders, subsidiaries, successors, assigns and transferees from the following: all claims, causes of action, damages, restitution, fines, costs, attorneys' fees, remedies, and/or penalties that the Attorney General did or could have asserted against Frontier resulting from the Alleged Conduct before or as of the Effective Date, under Wisconsin Laws.

14.2 Notwithstanding paragraph 14.1, the following claims are not released:

- A. Private rights of action, including any claims consumers have or may have on an individual or class basis;

- B. Claims of environmental or tax liability;
- C. Criminal liability;
- D. Claims for property damage;
- E. Claims alleging violations of state or federal securities laws;
- F. Claims alleging violations of state or federal antitrust laws.

XV. General Provisions

15.1 This AVC is binding upon, inures to the benefit of, and applies to the Parties and their successors-in-interest.

15.2 This AVC does not affect, expand, or limit the rights of any private party to pursue any available remedy or remedies pursuant to applicable law, except that any common law right of set off would still be applicable. Further, this AVC does not create any private right or cause of action to any third party.

15.3 This AVC does not constitute an approval by the State of any Frontier business practices and Frontier must not make any representation to the contrary.

15.4 No change or modification of this AVC is valid unless in writing and signed by the Parties.

15.5 Unless a temporary restraining order is sought, the State will make reasonable efforts to provide written notice in the event the State believes Frontier to be in noncompliance with any provision of this AVC, stating the basis for such belief.

15.6 Except as otherwise specifically stated herein, all provisions of this AVC shall remain in effect for a period of forty-eight (48) months from the Effective Date.

XVI. Signatories

16.1 Each person signing this AVC acknowledges and represents that (a) they have

read this AVC in its entirety and fully understand all of its terms, conditions, ramifications, and consequences; (b) they unconditionally consent to the terms of this AVC; (c) they have consulted with or had ample opportunity to consult with legal counsel of their choosing prior to executing this AVC; and (d) the consideration received by each party as described in this AVC is adequate.

16.2 Each undersigned individual represents and warrants that he is fully authorized by the party he represents to enter into this AVC and to legally bind such party to the terms and conditions of this AVC.

16.3 The Parties may execute this AVC in counterparts, each of which is deemed an original and all of which constitute only one agreement.

16.4 The Parties agree that facsimile or electronically transmitted signatures may be submitted in connection with this AVC and are binding to the same extent as an original signature.

XVII. Effective Date

17.1 The Effective Date of this AVC is the date upon which the Wisconsin Department of Justice or Wisconsin Department of Agriculture, Trade and Consumer Protection signs this AVC.

Dated: July 28, 2022

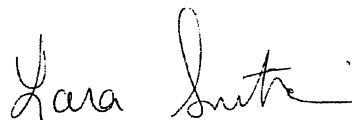
By:



MARK NIELSEN
Executive Vice President, Legal & Regulatory
Frontier Communications Parent, Inc.
401 Merritt 7
Norwalk, CT 06851

Dated: July 28, 2022

By:



LARA A. SUTHERLIN
Administrator
Division of Trade and Consumer Protection
Wisconsin Department of Agriculture, Trade and
Consumer Protection
2811 Agriculture Drive
Madison, WI 53718

Dated: July 28, 2022

By:



LEWIS W. BEILIN
Assistant Attorney General
Wisconsin Department of Justice
17 West Main Street
Madison, WI 53703

Exhibit A – Example of Compliant Speed Assessment Procedure for New

Customers

For the purposes of compliance with Sections II.D and III.B.1, the following is an illustrative example of a Speed Assessment Procedure that would provide reason to believe that Defendant can provide service within 10% of the maximum Advertised Speed.

1. In order to confirm New Customer eligibility to receive a given speed tier at service activation for new or upgraded service, a copper acceptance test, including xDSL acceptance testing, will be conducted at service activation.
2. The copper acceptance test should reflect that the Customer location network interface device (NID) can achieve a speed within 90% of the maximum Advertised Speed, or higher.
3. If the copper acceptance test does not indicate that the Customer can achieve a speed within 90% of the maximum Advertised Speed or higher, the technician will advise the Customer of the maximum speed they are able to receive. If the Customer elects to continue with activation, the technician will obtain affirmative consent of that election.

Exhibit B – Example of Compliant Speed Assessment Procedure to Respond to

Speed Complaints

For the purposes of compliance with Sections II.E and V.B, the following is an illustrative example of a Speed Assessment Procedure that resolves a speed complaint.

1. Frontier will train customer service staff to respond to Customer complaints regarding service speed that is lower than the Advertised Speed.
2. First, Frontier will initiate a review to respond to the Customer's speed complaint remotely. In some cases, Frontier may be able to verify the Customer's speed remotely and confirm that the Customer location network interface device (NID) is able to receive at least 90% of the maximum Advertised Speed or higher. If Frontier resolves the Customer's complaint or indicates that the Customer location NID is able to receive at least 90% of the maximum Advertised Speed or higher, Frontier may determine that no further action is required.
3. Second, Frontier may, at its option, offer to (i) cancel the Customer's service subject to the terms of their then-existing contract (if any) or, in the case of Existing Customers, after waiving any applicable fee for cancelling the Internet Service Plan, such as an early termination fee, or (ii) move the Customer to the next lower Internet Service Plan product tier, or (iii) dispatch on-site technical support.
4. If Frontier elects to dispatch on-site technical support, Frontier will waive the fee for on-site technical support once per Customer. During the on-site visit to address a speed complaint, the technician will perform copper acceptance testing, including xDSL acceptance testing, comparable to that performed at service activation (*see Exhibit A*). If the technician is unable to confirm speed capabilities at 90% of the maximum Advertised Speed or higher at the Customer NID, the Customer will be provided with a right to (i) cancel without any fee, or (ii) move the Customer to the next lower Internet Service Plan product tier, or (iii) the Customer may elect to continue service.

ATTACHMENT A

Frontier letterhead

Date

Dear Jane/John P. Customer:

You recently subscribed to Frontier's [Name of plan] Internet Service Plan and we are providing you with information about your service.

Account details:

Customer Name:	Jane Doe
Account Number:	[insert here account # - billing phone number]
Service Address:	111111 Main Street,
Your plan maximum download speed:	xxx Mbps <purchased download speed>
Your download provisioned speed:	zzz Mbps
Expected range of speed:	

Your plan has a maximum download speed of [xxx] megabits per second (Mbps). We've provisioned or set the speed for the Internet service at your address at [zzz] Mbps and you're likely to get speeds in the range of [yyy] to [zzz] Mbps.

The actual Internet speed at your service address, and your ability to access various Internet services / sites (e.g., streaming or gaming), will vary as a result of your provisioned speed and additional factors like (a) connecting to Wi-Fi; (b) multiple users or devices on the same account; (c) the capacity, performance or limitations of your inside wiring, computer, equipment, device(s) or modem; and/or (d) congestion and other traffic on our network or the Internet.

Additional information regarding internet service is available on Frontier's internet disclosure page located at Frontier.com/InternetDisclosures. Please also see our terms and conditions for residential internet services located at Frontier.com/ResInternetterms.

Because your internet speed is set at a speed less than the maximum speed in your service plan, you have three options

5. **Keep your current plan.** If you want to keep your current plan, you don't have to do anything.
6. **Change your plan.** You can switch to another Internet plan.
7. **Cancel your plan.** You can cancel your Internet service without any charge to you.

To make changes to your Internet service, contact us at frontier.com or 1-800-123-4567.

Thank you for being a Frontier customer!

Sincerely,

Frontier Communications

ATTACHMENT B

Frontier letterhead

Date

Dear Jane/John P. Customer:

You subscribe to Frontier's [Name of plan] Internet Service Plan and we are providing you with information about your service.

Account details:

Customer Name:	Jane Doe
Account Number:	[insert here account # - billing phone number]
Service Address:	11111 Main Street,
Your plan maximum download speed:	xxx Mbps <purchased download speed>
Your download provisioned speed:	zzz Mbps
Expected range of speed:	

We've provisioned or set the speed for the Internet service at your address at [zzz] Mbps and you're likely to get speeds in the range of [yyy] to [zzz] Mbps.

The actual Internet speed at your service address, and your ability to access various Internet services / sites (e.g., streaming or gaming), will vary as a result of your provisioned speed and additional factors like (a) connecting to Wi-Fi; (b) multiple users or devices on the same account; (c) the capacity, performance or limitations of your inside wiring, computer, equipment, device(s) or modem; and/or (d) congestion and other traffic on our network or the Internet.

Additional information regarding internet service is available on Frontier's internet disclosure page located at Frontier.com/InternetDisclosures. Please also see our terms and conditions for residential internet services located at Frontier.com/ResInternetterms.

Because your internet speed is set at a speed less than the maximum speed in your service plan, you have three options:

1. **Keep your current plan.** If you want to keep your current plan, you don't have to do anything.
2. **Change your plan.** You can switch to another Internet plan.
3. **Cancel your plan.** You can cancel your Internet service without any charge to you.

To make changes to your internet service, contact us at Frontier.com or 1-800-123-4567.

Thank you for being a Frontier customer!

Sincerely,

Frontier Communications

ATTACHMENT C

Frontier letterhead

Date

You subscribe to Frontier's [Name of plan] Internet Service Plan and we are providing you with information about your service.

Account details:

Customer Name: Jane Doe
Account Number: [insert here account # - billing phone number]
Service Address: 11111 Main Street,
Your plan maximum download speed: xx Mbps <purchased download speed>
Expected range of speed:

Because of our system limitations, Frontier is not able to readily determine the maximum speed for the Internet service at your address, but you're likely to get speeds in the range of [yyy] to [zzz] Mbps.

The actual Internet speed at your service address, and your ability to access various Internet services / sites (e.g., streaming or gaming), will vary as a result of your provisioned speed and additional factors like (a) connecting to Wi-Fi; (b) multiple users or devices on the same account; (c) the capacity, performance or limitations of your inside wiring, computer, equipment, device(s) or modem; and/or (d) congestion and other traffic on our network or the Internet.

Additional information regarding internet service is available on Frontier's internet disclosure page located at Frontier.com/InternetDisclosures. Please also see our terms and conditions for residential internet services located at <https://Frontier.com/ResInternetterms>.

Because we are not able to determine whether your internet speed is set at a speed less than the maximum speed in your service plan, you have three options:

1. **Keep your current plan.** If you want to keep your current plan, you don't have to do anything.
2. **Change your plan.** You can switch to another Internet plan.
3. **Cancel your plan.** You can cancel your Internet service without any charge to you.

To make changes to your plan, contact us at Frontier.com or 1-800-123-4567.

Thank you for being a Frontier customer!

Sincerely,

Frontier Communications

ATTACHMENT D

Frontier letterhead

Date

Dear Jane/John P. Customer:

Account Number: [insert here account # - billing phone
number] Service Address: 111111 Main Street,

Thank you for your recent complaint about the Internet service speed on your Frontier Internet Service

Plan. Unfortunately, we may have not been able to fully resolve your Internet speed concerns. As a result, you may:

1. **Keep your current plan.** If you want to keep your current plan, you don't have to do anything.
2. **Change your plan.** You can switch to another Frontier Internet service plan.
3. **Cancel your plan.** You can cancel your Internet service without any charge to you.

To make changes to your Internet service, contact us at frontier.com or 1-800-123-4567.

Thank you for being a Frontier customer!

Sincerely,

Frontier Communications