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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION and
THE PEOPLE OF THE STATE OF
CALIFORNIA,

Plaintiffs,

v.

FRONTIER COMMUNICATIONS
CORPORATION, *et al.*,

Defendants.

Case No. 2:21-cv-4155 RGK-MAA

STIPULATION AS TO ENTRY
OF ORDER FOR
PERMANENT INJUNCTION,
MONETARY JUDGMENT, AND
OTHER RELIEF

Plaintiffs, the Federal Trade Commission (“Commission” or “FTC”) and the

1 People of the State of California (“California,” or the “People”), by and through the
2 District Attorneys of Los Angeles County and Riverside County (collectively,
3 “Plaintiffs”) filed their Complaint for Preliminary Injunction, Permanent Injunction,
4 Monetary Relief and Other Relief (“Complaint”), in this matter, pursuant to Section
5 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and
6 California Unfair Competition Law (“UCL”), Bus. & Prof. Code § 17200 *et seq.*, and the
7 California False Advertising Law (“FAL”), Bus. & Prof. Code § 17500, *et seq.* On or
8 about April 30, 2021, Defendant Frontier Communications Corp. dissolved and
9 substantially all of its assets vested in Defendant Frontier Communications Holdings,
10 LLC, which in turn is wholly owned by Defendant Frontier Communications
11 Intermediate, LLC, which in turn is wholly owned by Frontier Communications Parent,
12 Inc. (hereinafter collectively referred to as “Defendants”). Plaintiffs and Defendants
13 stipulate to the entry of a Stipulated Order for Permanent Injunction, Monetary
14 Judgment, and Other Relief (“Stipulated Order”) to resolve all matters in dispute in this
15 action between them.

16 Plaintiffs and Defendants have agreed to entry of the Stipulated Order (lodged
17 concurrently with this Stipulation) to resolve all claims against Defendants in this action.
18 Plaintiffs and Defendants have consented to entry of the Stipulated Order without trial or
19 adjudication of any issue of law or fact herein.

20 Plaintiffs and Defendants hereby stipulate to entry of a Stipulated Order for

1 Permanent Injunction, Monetary Judgment, and Other Relief with the following terms:

2 **FINDINGS**

3 1. This Court has subject matter jurisdiction over this matter.

4
5 2. The Complaint charges that Defendants participated in deceptive and unfair acts
6 or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, and Sections 17500
7 and 17200 of California Business and Professions Code, Cal. Bus. & Prof. Code
8 §§ 17500, 17200, in connection with the marketing and sale of residential digital
9 subscriber line (“DSL”) Internet service and the billing, charging, or collecting for that
10 DSL Internet service.
11

12
13 3. Defendants neither admit nor deny any of the claims or allegations in the
14 Complaint, except as specifically stated in this Order. Only for purposes of this action,
15 Defendants admit the facts necessary to establish personal jurisdiction.
16

17 4. Defendants waive any claim that they may have under the Equal Access to Justice
18 Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this
19 Order, and agrees to bear its own costs and attorney fees.
20

21 5. Defendants and Plaintiffs waive all rights to appeal or otherwise challenge or
22 contest the validity of this Order.
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DEFINITIONS

For the purpose of this Order, the following definitions apply:

A. **“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.”

B. **“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:

1. 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.

2. 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.

3. 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.

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

1 5. The disclosure must use diction and syntax understandable to ordinary
2 consumers and must appear in each language in which the representation that
3 requires the disclosure appears.
4

5 6. The disclosure must comply with these requirements in each medium
6 through which it is received, including all electronic devices and face-to-face
7 communications.
8

9 7. The disclosure must not be contradicted or mitigated by, or inconsistent
10 with, anything else in the communication.
11

12 8. When the representation or sales practice targets a specific audience, such
13 as children, the elderly, or the terminally ill, “ordinary consumers” includes
14 reasonable members of that group.
15

16 C. **“Close Proximity”** means that the disclosure is very near the triggering
17 representation. For example, a disclosure made through a hyperlink, pop-up, interstitial,
18 or other similar technique is not in close proximity to the triggering representation.
19

20 D. **“Congestion Report”** means Frontier’s “Monthly DSLAM Congestion Report,”
21 which provides congestion information for all DSLAM uplinks and the circuits that
22 affect more than one DSLAM, including Host, Aggregator, and BRAS uplinks.
23

24 E. **“Customer”** means a consumer who subscribes to an Internet Service Plan with
25 an Advertised Speed.
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1 F. **“Defendants”** means Frontier Communications Corporation,¹ Frontier
2 Communications Parent, Inc., Frontier Communications Intermediate, LLC, Frontier
3 Communications Holdings, LLC, and their successors and assigns.

4 G. **“DSL”** means digital subscriber line.

5 H. **“DSLAM”** means DSL access multiplexer.

6 I. **“Existing Customer”** means a Customer who is already subscribed to an Internet
7 Service Plan with an Advertised Speed and who is not a New Customer. Customers who
8 subscribe to an Internet Service plan in the thirty (30) day period after entry of this Order
9 will be considered Existing Customers.

10 J. **“Internet Service Plan”** means a service to provide residential Internet access via
11 DSL.

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

14 L. **“New Customer”** means a person who becomes a Customer thirty (30) days or
15 more after entry of this Order, *i.e.*, a person who subscribes to an Internet Service Plan
16 with an Advertised Speed, an Existing Customer who changes service plans to an
17 Internet Service Plan with an Advertised Speed, or both.

18 M. **“Provision” and “Provisioned”** refer to the Defendant’s setting of the speed on
19 Defendant’s network for a Customer’s DSL Internet service.

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28 ¹ Defendant Frontier Communications Corp. dissolved on or about April 30, 2021.

1 N. **“Speed Assessment Procedure”** means a procedure, algorithm, process, or data
2 analysis, based on competent and reliable evidence, for assessing the speed at which
3 Defendant is able to provide DSL Internet service to a residential address. For purposes
4 of this Definition and references hereto, “competent and reliable evidence” means tests,
5 including loop tests, analyses, research, or studies that have (1) been conducted and
6 evaluated in an objective manner by qualified personnel, and (2) are generally accepted
7 to yield accurate and reliable results, and provides a reasonable basis for representations
8 concerning an Advertised Speed, such as the process set forth in Exhibit A.
9
10

11 **I. PROHIBITION AGAINST MISREPRESENTING INTERNET SERVICES**

12 IT IS ORDERED that Defendants, Defendants’ officers, agents, and employees,
13 and all other persons in active concert or participation with any of them, who receive
14 actual notice of this Order, whether acting directly or indirectly, in connection with the
15 advertising, marketing, or sale of any Internet Service Plan, are permanently restrained
16 and enjoined from, expressly or by implication:
17
18

19 A. Advertising or marketing Internet Service Plans with Advertised Speeds:

20 1. in television and radio advertisements or other ads disseminated to or
21 meant for a general audience and that contain Advertised Speed claims, unless
22 Defendants Clearly and Conspicuously disclose that the maximum Advertised Speeds
23 may not be available in a consumer’s area if that is the case; and that the actual speed a
24 Customer is likely to be able to obtain is subject to multiple factors, if that is the case;
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1 2. in Internet advertisements or other advertisements that appear when a
2 consumer has provided his or her residential address, or if Defendants have targeted the
3 consumers based on their residential address or zip code, if the maximum Advertised
4 Speed exceeds what is available in those consumers' zip codes;
5

6 3. in mailer advertisements or other advertisements targeted to
7 consumers based on their geographic area or neighborhood, if the maximum Advertised
8 Speed exceeds what is available to the consumers in the geographic area or
9 neighborhood receiving such advertisements.
10

11 B. Misrepresenting the amount or speed of data transmission that an Internet
12 Service Plan will provide;
13

14 C. Making any representation about the amount or speed of data transmission
15 without disclosing, Clearly and Conspicuously to the representation, all Material
16 Restrictions to obtaining the represented amount or speed of data transmission. For
17 purposes of this Order:
18

19 1. For any representation that an Internet Service Plan will deliver an
20 Advertised Speed, the advertisement must disclose Clearly and Conspicuously and in
21 Close Proximity to the representation:
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23 a) the range of speeds available for that tier, such as "6.1 Mbps to 12
24 Mbps download"; and
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1 b) that the average speed may be lower than the maximum speed
2 represented, if that is the case.

3
4 2. For internet ads or mailer ads, if the actual speed a Customer is likely
5 to be able to obtain is subject to multiple factors, the advertisement must contain a Clear
6 and Conspicuous link or website location to a Clear and Conspicuous disclosure that
7 states that actual speed is subject to multiple factors, such as (i) the effect of WiFi; (ii)
8 multiple users on the same account; (iii) device limitations; and (iv) network congestion.
9

10 and

11
12 D. Misrepresenting the performance or central characteristics of an Internet
13 Service Plan.

14 **II. PROHIBITED SUBSCRIPTION AND BILLING PRACTICES**

15
16 IT IS ORDERED that, beginning 60 days after entry of this Order, Defendants,
17 Defendants' officers, agents, and employees, and all other persons in active concert or
18 participation with any of them, who receive actual notice of this Order, whether acting
19 directly or indirectly, in connection with any Internet Service Plan, are permanently
20 restrained and enjoined from:
21

22 A. At the point of sale, subscribing or upgrading any New Customer to an
23 Internet Service Plan with an Advertised Speed unless the geographic location of the
24 New Customer's residential address provides reason to believe that Defendants can
25 provide service at the Advertised Speed to the New Customer;
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1 B. Provisioning any New Customer for an Internet Service Plan with an
2 Advertised Speed unless the Customer is Provisioned within 10% of the maximum
3 Advertised Speed or higher for that Internet Service Plan, provided that if a Customer
4 cannot be Provisioned within 10% of the maximum Advertised Speed or higher,
5 Defendant shall notify the New Customer as set forth in Section III.B of this Order;
6

7 C. Subscribing any New Customer to an Internet Service Plan with service to
8 be provided by a DSLAM for which Defendants' Congestion Reports indicate that the
9 DSLAM has had an average peak utilization of 90% or greater during at least the three
10 months prior to service installation;
11

12 D. Billing, charging, collecting, or attempting to collect from any New
13 Customer the costs or fees for an Internet Service Plan with an Advertised Speed unless
14 a Speed Assessment Procedure performed at the time of service installation, such as the
15 one set forth in Exhibit A, provides reason to believe that Defendants can provide service
16 within 10% of the maximum Advertised Speed or higher to the New Customer's
17 residential address; *provided, however*, that Defendants shall not be deemed to be in
18 violation of this Section II.D if the Customer continues with the current Internet Service
19 Plan after receiving written notice as provided in Section III of this Order; and
20

21 E. Billing, charging, collecting, or attempting to collect from any Existing
22 Customer or New Customer the costs or fees for an Internet Service Plan with an
23 Advertised Speed if, after receipt of an inquiry or complaint asserting that the
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1 Customer's Internet speed experienced is slower than the Advertised Speed and the
2 Customer requests or it is otherwise clear from the communication that Defendant
3 should investigate or take action to address service speed, Defendants do not, at their
4 option, (a) initiate a review to respond to the Customer's complaint, such as through a
5 Speed Assessment Procedure comparable to the one set forth in Exhibit B, and if the
6 review reveals that the Customer is unable to receive at least 90% of the maximum
7 Advertised Speed or higher, Defendants shall issue a notice in the form shown in
8 Attachment D, or in such form approved in writing by the Commission or its designee;
9 or (b) issue a notice in the form shown in Attachment D, or in such form approved in
10 writing by the Commission or its designee. Defendants shall issue the notice via any
11 method Defendants use to communicate with the Customer (including but not limited to
12 mail, e-mail, or text message, which may contain a hyperlink). Defendants' Notice
13 described in this Section shall:

- 18 1. Offer the Customer the option to (i) continue with the current Internet
19 Service Plan; (ii) discontinue the Internet Service Plan without incurring any
20 additional fee associated with an Internet Service Plan, such as an early
21 termination fee, for cancelling the Internet Service Plan; or (iii) move to another
22 Internet Service plan product tier in which the Customer can be Provisioned at a
23 minimum of 90% of the maximum Advertised Speed; and
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1 2. Not include anything in or with the Notice or email other than the
2 Notice in the form shown in Attachment D, or in such form approved in writing by
3 the Commission or its designee, including any billing statements or marketing
4 messages.
5

6 **III. REQUIRED ACTIONS FOR NEW AND UPGRADING CUSTOMERS**
7

8 IT IS FURTHER ORDERED that Defendants will, not later than 60 days after the
9 entry of this Order, or by October 31, 2022, whichever is later (the “effective date of this
10 Section”):
11

12 A. Clearly and Conspicuously disclose, to all New Customers, at or before the
13 point of sale or change in Internet Service Plan with an Advertised Speed: the maximum
14 Advertised Speed, the range of Internet service speeds Defendants have reason to believe
15 the New Customer is likely to receive based on the geographic location of the New
16 Customer’s residential address, and how such speeds may impact the New Customer’s
17 use of certain online content and services, *e.g.*, streaming or gaming;
18
19

20 B. Within 10 business days of the time Internet service with an Advertised
21 Speed is installed, whether by a technician, self-installation, or another method, or within
22 10 business days of the effective date of this Section, Defendants shall provide New
23 Customers who have been Provisioned at less than the maximum Advertised Speed for
24 their Internet Service Plan with a notice in the form shown in Attachment A, or in such
25 form approved in writing by the Commission or its designee, via any method Defendants
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1 use to communicate with the Customer (including but not limited to mail, e-mail, or text
2 message, which may contain a hyperlink). Defendants' Notice described in this Section
3 shall:
4

5 1. Clearly and Conspicuously inform the New Customer of the
6 maximum Advertised Speed for the Internet Service Plan to which the New
7 Customer is subscribed; the maximum speed for which the New Customer is
8 Provisioned; the range of Internet service speeds Defendants have reason to
9 believe the New Customer is likely to receive based on a Speed Assessment
10 Procedure performed at the time of service installation, such as the one set forth in
11 Exhibit A; and how such speeds may impact the New Customer's access to
12 various Internet services, such as streaming or gaming;
13
14
15

16 2. Offer the New Customer the options to (i) discontinue the Internet
17 Service Plan without incurring any additional fee associated with an Internet
18 Service Plan, such as an early termination fee, for cancelling the Internet Service
19 Plan, (ii) move to another Internet Service Plan product tier for which the New
20 Customer can be Provisioned at a minimum of 90% of the maximum Advertised
21 Speed, or (iii) continue with the current Internet Service Plan, in the form shown
22 in Attachment A, or in such form approved in writing by the Commission or its
23 designee. If the New Customer elects to discontinue the Internet Service Plan,
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1 Defendants shall refund or waive any applicable installation, service connection,
2 and early termination fees;

3 3. Not include anything in or with the Notice or email other than the
4 Notice in the form shown in Attachment A, or in such form approved in writing by
5 the Commission or its designee, including any billing statements or marketing
6 messages.
7

8 4. In States in which Defendants and/or Defendants' subsidiaries or
9 affiliates have entered a settlement with a state regulator concerning Advertised
10 Speeds prior to the effective date of this Order, Defendants may, in place of the
11 Notice in the form shown in Attachment A, or in such form approved in writing by
12 the Commission or its designee, use the form of notice agreed to with such State to
13 provide the consumer disclosures described in Section III.B.1 of this Order, and
14 the options to discontinue, change, or continue Internet Service Plans described in
15 Section III.B.2. In other States, Defendants shall use the form of notice in the
16 form shown in Attachment A, or in such form approved in writing by the
17 Commission or its designee.
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24 **IV. REQUIRED ACTIONS REGARDING EXISTING CUSTOMERS**

25 IT IS FURTHER ORDERED that, within 90 days after the entry of this Order, or
26 by October 31, 2022, whichever is later, Defendants will identify each Existing
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1 Customer with an Internet Service Plan who has not received notice pursuant to
2 Defendants' settlement with a state regulator concerning Advertised Speeds for whom (i)
3 the Provisioned Speed is less than the maximum Advertised Speed to which the
4 Customer is subscribed, or (ii) the Provisioned Speed cannot be readily ascertained, and
5 (iii) Customers identified in connection with Defendants' ongoing reporting obligations
6 under Sections VIII.D.3–5 of this Order. Defendants shall not unilaterally discontinue
7 Internet Service to Customers solely on account of their obligations under this Order.
8

9
10 For each Customer identified by Defendants under this Section who has not
11 previously received notice under this Section or Section II, III or V of this Order:
12

13 A. Defendants shall, for Existing Customers for whom the Provisioned Speed
14 is less than the maximum Advertised Speed, issue a notice in the form shown in
15 Attachment B, or in such form approved in writing by the Commission or its designee,
16 via any method Defendants use to communicate with the Existing Customer (including
17 but not limited to mail, e-mail, or text message, which may contain a hyperlink).
18

19 Defendants' Notice described in this Section shall:
20

21 1. Clearly and Conspicuously inform the Existing Customer of the
22 maximum Advertised Speed for the Internet Service Plan to which the Existing
23 Customer is subscribed; the maximum speed for which the Existing Customer is
24 Provisioned (if readily ascertainable); the range of Internet service speeds
25 Defendants have reason to believe the Existing Customer is likely to receive based
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1 on the geographic location of the Existing Customer's residential address; and
2 how such speeds may impact the Existing Customer's access to various Internet
3 services, such as streaming or gaming;
4

5 2. Offer the Existing Customer the options to (i) continue with the
6 current Internet Service Plan; (ii) discontinue the current Internet Service Plan
7 without incurring any additional fee associated with an Internet Service Plan, such
8 as an early termination fee, for cancelling the Internet Service Plan; and (iii) move
9 to another Internet Service Plan product tier in which the Existing Customer can
10 be Provisioned at a minimum of 90% of the maximum Advertised Speed, in the
11 form shown in Attachment B, or in such form approved in writing by the
12 Commission or its designee, and
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15

16 3. Not include anything in or with the Notice or email other than the
17 Notice in the form shown in Attachment B, or in such form approved in writing by
18 the Commission or its designee, including any billing statements or marketing
19 messages.
20

21 4. In States in which Defendants and/or Defendants' subsidiaries or
22 affiliates have entered a settlement with a state regulator concerning Advertised
23 Speeds prior to the effective date of this Order, Defendants may, in place of the
24 Notice in the form shown in Attachment B, or in such form approved in writing by
25 the Commission or its designee, use the form of notice agreed to with such State to
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1 provide the consumer disclosures described in Section IV.A.1 of this Order, and
2 the options to discontinue, change, or continue Internet Service Plans described in
3 Section IV.A.2. In other States, Defendants shall use the Notice in the form
4 shown in Attachment B, or in such form approved in writing by the Commission
5 or its designee.
6

7
8 B. Defendants shall, for Existing Customers for whom the Provisioned Speed
9 cannot be readily ascertained based on limitations in Frontier's facilities or system
10 capabilities in the Existing Customer's area, issue a notice in the form shown in
11 Attachment C, or in such form approved in writing by the Commission or its designee,
12 via any method Defendants use to communicate with the Existing Customer (including
13 but not limited to mail, e-mail, or text message, which may contain a hyperlink).
14

15 Defendants' Notice described in this Section shall:
16

17 1. Clearly and Conspicuously inform the Existing Customer of the
18 maximum Advertised Speed for the Internet Service Plan to which the Existing
19 Customer is subscribed; the fact that the Provisioned Speed cannot be readily
20 ascertained based on limitations in Frontier's facilities or system capabilities; the
21 range of Internet service speeds Defendants have reason to believe the Existing
22 Customer is likely to receive based on the geographic location of the Existing
23 Customer's residential address; and how such speeds may impact the Existing
24 Customer's access to various Internet services, such as streaming or gaming;
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1 2. Offer the Existing Customer the options to (i) continue with the
2 current Internet Service Plan; (ii) discontinue the current Internet Service Plan
3 without incurring any additional fee associated with an Internet Service Plan, such
4 as an early termination fee, for cancelling the Internet Service Plan; and (iii) move
5 to another Internet Service Plan product tier in which the Customer can be
6 Provisioned at a minimum of 90% of the maximum Advertised Speed, in the form
7 shown in Attachment C, or in such form approved in writing by the Commission
8 or its designee; and
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10
11 3. Not include anything in or with the Notice or email other than the
12 Notice in the form shown in Attachment C, or in such form approved in writing by
13 the Commission or its designee, including any billing statements or marketing
14 messages.
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18 **V. REQUIRED ACTIONS REGARDING CERTAIN**
19 **NEW AND EXISTING CUSTOMERS**
20

21 **IT IS FURTHER ORDERED** that, within 90 days after the entry of this Order, or by
22 October 31, 2022, whichever is later:
23

24 A. Defendants shall, for Customers served by DSLAMs for which Congestion
25 Reports indicate an average peak utilization of 90% or greater in any consecutive 3-
26 month period, issue a notice via any method Defendants use to communicate with the
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1 Customer (including but not limited to mail, e-mail, or text message, which may contain
2 a hyperlink) to those Customers within 60 days of the end of the 3-month period,
3 informing them of: (1) the speed at which they are provisioned; (2) the range of Internet
4 service speeds they are likely to achieve; and (3) that the limitations of those speeds may
5 impact various Internet services, such as streaming or gaming.
6

7
8 B. Defendants shall, when a New or Existing Customer subscribed to an
9 Internet Service Plan with an Advertised Speed contacts Defendants with an inquiry or
10 complaint that the Customer's Internet speed experienced is slower than the Advertised
11 Speed and the Customer requests or it is otherwise clear from the communication that
12 Defendants should investigate or take action to address service speed, respond to the
13 Customer by, at Defendants' option: (a) initiating a review to respond to the Customer's
14 complaint, such as through a Speed Assessment Procedure comparable to the one set
15 forth in Exhibit B, and if the review reveals that the Customer is unable to receive at
16 least 90% of the maximum Advertised Speed or higher, Defendants shall issue a notice
17 in the form shown in Attachment D, or in such form approved in writing by the
18 Commission or its designee; or (b) issuing a notice in the form shown in Attachment D,
19 or in such form approved in writing by the Commission or its designee. Defendants
20 shall issue the notice via any method Defendants use to communicate with the New or
21 Existing Customer (including but not limited to mail, e-mail, or text message, which may
22 contain a hyperlink). Defendants' Notice described in this Section shall:
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1 1. Offer the Customer the options to (i) continue with the current
2 Internet Service Plan; (ii) discontinue the current Internet Service Plan without
3 incurring any additional fee associated with an Internet Service Plan, such as an
4 early termination fee; and (iii) move to another Internet Service Plan product tier
5 in which the Customer can be Provisioned at a minimum of 90% of the maximum
6 Advertised Speed; and
7

8 2. Not include anything in or with the Notice or email other than the
9 Notice in the form shown in Attachment D, or in such form approved in writing by
10 the Commission or its designee, including any billing statements or marketing
11 messages.
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14 **VI. MONETARY JUDGMENT AND CALIFORNIA SPECIFIC INJUNCTIVE**
15
16 **TERMS**

17 *[By and Between Defendants and Plaintiff California Only]*
18

19 IT IS FURTHER ORDERED that:

20 A. Defendants are ordered to pay eight million five hundred seventy-three
21 thousand five hundred seventy dollars (\$8,573,570) to the PEOPLE for investigation and
22 litigation costs as well as pursuant to California Business and Professions Code Sections
23 17206 and 17536. This amount is ordered to be paid within 30 days of the date of entry
24 of this Stipulated Order. The Riverside County District Attorneys' Office shall be solely
25 responsible for dividing and distributing this amount between and among the PEOPLE
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1 according to agreements between them. Defendants shall have no responsibility or
2 liability arising from or relating to any (a) failure to allocate, divide or distribute these
3 amounts, or (b) any dispute about the allocation, division or distribution of these
4 amounts.
5

6 B. Defendants are also ordered to pay an additional two hundred and fifty
7 thousand dollars (\$250,000) to the PEOPLE within 30 days of the date of the entry of
8 this Stipulated Order. These funds shall be distributed to any consumers, chosen by the
9 PEOPLE in its sole discretion, whom the PEOPLE allege may have been harmed by the
10 conduct alleged in the Complaint, which Frontier contends is no one. Any portion of the
11 \$250,000 that is not distributed to consumers shall be paid by the PEOPLE to the
12 Consumer Protection Prosecution Trust Fund.
13
14

15 C. All payments required in conjunction with Section VI of this Stipulated
16 Order shall be delivered to:
17

18 Deputy District Attorney Evan Goldsmith
19
20 Riverside County District Attorney's Office
21
22 Consumer Protection Unit
23
24 3960 Orange Street
25
26 Riverside, CA 92501
27

28 D. Defendants and/or Defendants' subsidiaries or affiliates must deploy FTTP
to 60,000 residential locations in their California service territory over the four years

1 following the date of the entry of this Stipulated Order, an estimated investment of
2 between \$50,000,000–\$60,000,000. For purposes of this Agreement, FTTP means
3 Defendants and/or Defendants’ subsidiaries or affiliates will deploy fiber-optic facilities
4 in an optical distribution network from its central offices to the public right of way,
5 utility pole or easement immediately adjacent to the potential subscriber’s premises,
6 including residential and multi-dwelling units. If a consumer subscribes to service, the
7 fiber and optical distribution network will be connected with fiber-optic cable to the
8 customer location demarcation point or optical network terminal.
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12 E. Defendants and/or Defendants’ subsidiaries or affiliates shall make their
13 reasonable best efforts to deploy FTTP to approximately 15,000 locations during each of
14 the four years following the entry of this Stipulated Order.
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16 F. To the extent Defendants and/or Defendants’ subsidiaries or affiliates
17 deploy FTTP related to any of the following activities, these deployments shall not apply
18 against the 60,000 location commitment in this Stipulated Order: (a) completing the
19 deployment of Defendants’ or Defendants’ subsidiaries’ or affiliates’ fiber services to at
20 least 350,000 residential and multi-dwelling and commercial locations pursuant to the
21 April 2021 California Public Utilities Commission agreement, (b) completing the
22 Federal Communications Commission’s Connect America Fund build out requirements
23 and deployment milestones, (c) completing any Federal Communications Commission’s
24 Rural Digital Opportunity Fund build out requirements and deployment milestones, or
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1 (d) completing any state or local government grant for Internet broadband funding build
2 out requirements.

3
4 G. Failure to satisfy the Defendants' commitments to deploy fiber to a total of
5 410,000 locations in California, which includes the 350,000 locations pursuant to the
6 April 2021 California Public Utilities Commission agreement and the additional 60,000
7 FTTP locations pursuant to this Stipulated Order, will be deemed a violation of this
8 Stipulated Order and the commitment to deploy FTTP to the 60,000 locations.
9

10 H. Beginning 12 months and concluding 36 months after the date of the entry
11 of this Stipulated Order, Defendants shall credit one half the monthly internet charges to
12 individual California customers for all months in which (a) Defendants fail to provision
13 such customers at least 90% of the highest speed of the range of the tier level to which
14 they are subscribed or higher, unless the customer has been advised in writing of the
15 option to discontinue their Internet service plan or subscribe to another Internet service
16 plan, if available, and the customer has not elected to discontinue or modify their
17 Internet service plan, or (b) Defendants fail to provision such customer at least 100% of
18 the speed at which they were informed they were provisioned.
19
20
21

22 I. All correspondence and notices required in conjunction with Section VI of
23 this Stipulated Order shall be delivered to:
24

25 Head Deputy Hoon Chun/Deputy District Attorney Steven Wang
26
27 Consumer Protection Division
28

1 Los Angeles County District Attorney's Office
2 211 W. Temple Street, 10th Floor
3 Los Angeles, CA 90012.
4

5 **VII. ORDER ACKNOWLEDGMENTS**

6 IT IS FURTHER ORDERED that Defendants obtain acknowledgments of receipt
7 of this Order:
8

9 A. Each Defendant, within 7 days of entry of this Order, must submit to the
10 Commission and to California an acknowledgment of receipt of this Order sworn under
11 penalty of perjury.
12

13 B. For 5 years after entry of this Order, each Defendant must deliver a copy of
14 this Order to: (1) all principals, officers, LLC managers and members, and the Defendant
15 Frontier Communications Parent, Inc.'s Executive Chairman; (2) all employees having
16 managerial responsibilities for conduct related to the subject matter of this Order; and all
17 agents and representatives who have decision-making authority related to the subject
18 matter of the Order; and (3) any business entity resulting from any change in structure as
19 set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days
20 of entry of this Order for current personnel. For all others, delivery must occur before
21 they assume their responsibilities.
22
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1 C. From each individual or entity to which a Defendant delivered a copy of
2 this Order, that Defendant must obtain, within 30 days, a signed and dated
3 acknowledgment of receipt of this Order.
4

5 **VIII. COMPLIANCE REPORTING**

6 IT IS FURTHER ORDERED that Defendants make timely submissions to the
7 Commission and to California:
8

9 A. One year after entry of this Order, each Defendant must submit a
10 compliance report, sworn under penalty of perjury: Each Defendant must: (a) identify
11 the primary physical, postal, and email address and telephone number, as designated
12 points of contact, which representatives of the Commission and California may use to
13 communicate with Defendants; (b) identify all of that Defendant's businesses by all of
14 their names, telephone numbers, and physical, postal, email, and Internet addresses; (c)
15 describe the activities of each business, including the goods and services offered, the
16 means of advertising, marketing, and sales, and the involvement of any other Defendant;
17 (d) describe in detail whether and how that Defendant is in compliance with each Section
18 of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant
19 to this Order, unless previously submitted to the Commission and to California.
20
21
22
23

24 B. For 7 years after entry of this Order, each Defendant must submit a
25 compliance notice, sworn under penalty of perjury, within 14 days of any change in the
26 following: Each Defendant must report any change in: (a) any designated point of
27
28

1 contact; or (b) the structure of any Defendant or any entity that Defendant has any
2 ownership interest in or controls directly or indirectly that may affect compliance
3 obligations arising under this Order, including: creation, merger, sale, or dissolution of
4 the entity or any subsidiary, parent, or affiliate that engages in any acts or practices
5 subject to this Order.
6

7
8 C. Each Defendant must submit to the Commission and to California notice of
9 the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or
10 against such Defendant within 14 days of its filing.
11

12 D. One year after entry of this Order and for 7 years thereafter, Defendants
13 must prepare an annual performance report that sets forth the following information for
14 each state in which Defendants have done business during that period. Defendant must
15 prepare and submit each such report to the Commission within 14 days of completion:
16

17 1. All Internet Service Plans that Defendant offered, including each
18 name under which Defendant offered such Internet Service Plan (*e.g.*, “Ultra,”
19 “Core”), and the maximum Advertised Speed associated with such Internet
20 Service Plan;
21

22 2. The number of former Customers who are no longer Existing
23 Customers and the number of New Customers who subscribed to each Internet
24 Service Plan identified in paragraph VIII.D.1 above;
25
26
27
28

1 3. The numbers of those New Customers Provisioned at any time for
2 less than the maximum Advertised Speed for the Internet Service Plan to which
3 the New Customer is subscribed;

4 4. The number of Customers whose Provisioned speed cannot be readily
5 ascertained;

6 5. The number of Customers served by DSLAMs for which Congestion
7 Reports indicated an average peak utilization of 90% or greater in any consecutive
8 3-month period;

9 6. The number of Customers to which Defendant has sent each type of
10 notice pursuant to Sections II, III, IV, and V of this Order; and

11 7. The number of locations and locations by census blocks or available
12 addresses to which Defendants have deployed fiber to the premises (FTTP)
13 broadband Internet services pursuant to Section VI of this Order during the
14 reporting period.

15 E. Any submission to the Commission required by this Order to be sworn
16 under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746,
17 such as by concluding: “I declare under penalty of perjury under the laws of the United
18 States of America that the foregoing is true and correct. Executed on: _____” and
19 supplying the date, signatory’s full name, title (if applicable), and signature.
20
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1 F. Unless otherwise directed by a Commission representative in writing, all
 2 submissions to the Commission pursuant to this Order must be emailed to
 3 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate
 4 Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission,
 5 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin:
 6 FTC v. Frontier Communications, Matter No. X210024.
 7

8
 9 G. Unless otherwise directed by a California representative in writing, all
 10 submissions to California pursuant to this Order must be delivered to Hoon Chun,
 11 Assistant Head Deputy District Attorney or his successor in that position, Consumer
 12 Protection Division, Los Angeles County District Attorney's Office, 211 W. Temple
 13 Street, 10th Floor, Los Angeles, CA 90012.
 14

15 **IX. RECORDKEEPING**

16
 17 IT IS FURTHER ORDERED that Defendants must create certain records for 7
 18 years after entry of the Order, and retain each such record for 5 years. Specifically,
 19 Defendants must create and retain the following records in connection with Internet
 20 Service Plans:
 21

- 22 A. Accounting records showing the revenues from all goods or services sold;
- 23
- 24 B. Personnel records showing, for each employee providing services, that
- 25 person's: name; addresses; telephone numbers; job title or position; dates of service; and
- 26 (if applicable) the reason for termination;
- 27
- 28

1 C. All written records of consumer complaints and refund requests, relating to
2 the Internet Service Plan's speed, whether received directly or indirectly, such as through
3 a third party, and any response;

4
5 D. All records necessary to demonstrate full compliance with each provision of
6 this Order, including all submissions to the Commission, and a representative copy of
7 each notice provided to Customers pursuant to this Order;

8
9 E. A representative copy of each materially different advertisement or other
10 marketing material for the sale of Internet Service Plans with Advertised Speed;

11
12 F. Documents sufficient to describe each materially different method by which
13 Defendants form a reason to believe what Internet Service Plan it is able to offer
14 consumers based on the geographic location of their residential addresses; and

15
16 G. Documents sufficient to describe each materially different Speed
17 Assessment Procedure used by Defendant pursuant to Sections II.D, II.E, III.B.1, and
18 V.B of this Order.

19
20 **X. COMPLIANCE MONITORING**

21 IT IS FURTHER ORDERED that, for the purpose of monitoring Defendants'
22 compliance with this Order, and any failure to transfer any assets as required by this
23 Order:
24

25 A. Within 14 days of receipt of a written request from a representative of the
26 Commission or California, Defendants must: submit additional compliance reports or
27
28

1 other requested information, which must be sworn under penalty of perjury; appear for
2 depositions; and produce documents for inspection and copying. The Commission and
3 California are also authorized to obtain discovery, without further leave of court, using
4 any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including
5 telephonic depositions), 31, 33, 34, 36, 45, and 69.

7
8 B. For matters concerning this Order, the Commission and California are
9 authorized to communicate directly with each Defendant. Defendants must permit
10 representatives of the Commission and California to interview any employee or other
11 person affiliated with any Defendant who has agreed to such an interview. The person
12 interviewed may have counsel present.

14 C. The Commission and California may use all other lawful means, including
15 posing, through their representatives, as consumers, suppliers, or other individuals or
16 entities, to Defendants or any individual or entity affiliated with Defendants, without the
17 necessity of identification or prior notice. Nothing in this Order limits the Commission's
18 lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15
19 U.S.C. §§ 49, 57b-1.

22 **XI. MATTERS COVERED BY THIS ORDER CONCERNING**

23 **CALIFORNIA CLAIMS**

24
25 *[By and Between Defendants and Plaintiff California Only]*

26 A. IT IS FURTHER ORDERED that, upon full and complete performance of
27 Defendants' obligations under Section VI, this Order shall have a res judicata effect as to
28

1 and shall bar any action by California against Defendants and their direct and indirect
 2 subsidiaries and affiliates, and all of their predecessors, successors and assigns and any
 3 partners, directors, principals, officers, employees, and agents, from all claims that (a)
 4 arise from or relate to California's investigation of Defendants or the subject matter
 5 contained in the Complaint, and (b) are based on conduct that occurred prior to issuance
 6 of this Stipulated Order.
 7
 8

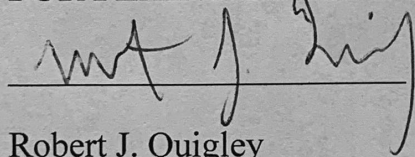
9 B. Nothing herein precludes or affects California's right to seek compliance
 10 with this Order, or to seek enforcement or penalties under Cal. Business and Professions
 11 Code section 17200 et seq. for any violations of this Stipulated Order.
 12

13 XII. RETENTION OF JURISDICTION

14 IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for
 15 purposes of construction, modification, and enforcement of this Order.
 16

17 **IT IS SO STIPULATED AND AGREED.**

18
 19 **FOR PLAINTIFF FEDERAL TRADE COMMISSION:**

20 
 21

Date: 5-4-22

22 Robert J. Quigley
 23 Barbara Chun
 24 Miles D. Freeman
 25 Matthew H. Fine

26 *Attorneys for the Federal Trade Commission*
 27
 28

1 **FOR PLAINTIFF THE PEOPLE OF THE STATE OF**
2 **CALIFORNIA:**

3 Steven Wang
4

Date: May 4, 2022

5 Hoon Chun
6 Steven Wang
7 Office of Los Angeles County District Attorney
8 George Gascón
9

10 Evan Goldsmith

11 Evan Goldsmith
12 Office of Riverside County District Attorney
13 Michael A. Hestrin
14

15 *Attorneys for the People of the State of California*
16
17
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22
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28

1 **FOR DEFENDANTS FRONTIER COMMUNICATIONS**
2 **CORPORATION, FRONTIER COMMUNICATIONS**
3 **PARENT, INC., FRONTIER COMMUNICATIONS**
4 **INTERMEDIATE, LLC, AND FRONTIER**
5 **COMMUNICATIONS HOLDINGS, LLC**

6 

Date: 3.14.2022

7 Mark Nielsen
8 Executive Vice President, Chief Legal & Regulatory Officer
9 Frontier Communications

10 

Date: 3.15.2022

12 **MAYER BROWN LLP**

13 Dale J. Giali
14 Keri E. Borders
15 Robert S. Harrell
16 Kathryn M. Gray

17 *Attorneys for Defendants Frontier Communications*
18 *Corporation; Frontier Communications Parent, Inc.;*
19 *Frontier Communications Intermediate, LLC; and*
20 *Frontier Communications Holdings, LLC*
21
22
23
24
25
26
27
28

FILER'S ATTESTATION OF CONCURRENCE

Pursuant to Local Rule 5-4.3.4(a)(2), I, Miles D. Freeman, attest that all other signatories concur in the content of the foregoing document and authorize its filing.

Dated: May 5, 2022

By: /s/ Miles D. Freeman
MILES D. FREEMAN
Federal Trade Commission
Western Region Los Angeles
10990 Wilshire Blvd., Suite 400
Los Angeles, CA 90024
(310) 824-4300 (phone)
(310) 824-4380 (fax)

Attorney for the Federal Trade Commission

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.

- 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.
- 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.
- 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.

- Frontier will train customer service staff to respond to Customer complaints regarding service speed that is lower than the Advertised Speed.
- 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.
- 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.
- 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
FTC *et al.* v. FRONTIER COMMUNICATIONS CORP. *et al.*
800-XXX-XXXX

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:	11111 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:

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 B
FTC *et al.* v. FRONTIER COMMUNICATIONS CORP. *et al.*
800-XXX-XXXX

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
FTC *et al.* v. FRONTIER COMMUNICATIONS CORP. *et al.*
800-XXX-XXXX

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
FTC *et al.* v. FRONTIER COMMUNICATIONS CORP. *et al.*
800-XXX-XXXX

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 were unable 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