



THOMAS, NIESEN & THOMAS, LLC

Attorneys and Counsellors at Law

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January 7, 2021

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
rchiavetta@pa.gov

In Re: PaPUC Docket Nos. A-2020-3020004; A-2020-3020005; A-2020-3020006; A-2020-3020007; A-2020-3020009; A-2020-3020010; A-2020-3020011; A-2020-3020012; A-2020-3020013; and A-2020-3020014

Joint Application of Frontier Communications Corporation, *et al.*, for Expedited Waiver of Approval of Administrative Change in Control Or, In the Alternative, Approval of a Pro Forma Transaction

Dear Secretary Chiavetta:

We are counsel to Frontier Communications Corporation, *et al.*, in the above matter and are submitting with this letter further updated responses to the Bureau of Technical Utility Services Data Requests 4 and 5.

Please contact me with any questions or if anything further is required in regard to this matter.

Very truly yours,

THOMAS, NIESEN & THOMAS, LLC

By

Thomas T. Niesen

Enclosure

cc: Marc Hoffer, TUS (via email, w/encl.)
Frederick Thomas, Esq. (via email, w/encl.)
Scott J. Rubin, Esq. (via email, w/encl.)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of:

**Frontier Communications Corporation;
Frontier Subsidiary Telco LLC;
Commonwealth Telephone Enterprises LLC;
Commonwealth Telephone Company LLC d/b/a
Frontier Communications Commonwealth
Telephone Company;
Frontier Communications of Breezewood, LLC;
Frontier Communications of Canton, LLC;
Frontier Communications of Lakewood, LLC;
Frontier Communications of Oswayo River LLC;
Frontier Communications of Pennsylvania, LLC;
Citizens Telecommunications Company of New
York, Inc.;
CTSI, LLC d/b/a Frontier Communications CTSI,
LLC;
CTE Telecom, LLC d/b/a Frontier
Communications CTE Telecom Company; and
Frontier Communications of America, Inc.**

**Docket Nos. A-2020-3020004, A-
2020-3020005, A-2020-3020006, A-
2020-3020007, A-2020-3020009,
A-2020-3020010, A-2020-3020011,
A-2020-3020012, A-2020-3020013,
A-2020-3020014**

**For Waiver of Approval of Administrative Change
in Control Associated with the Chapter 11 Plan of
Reorganization of Frontier Communications
Corporation and Its Subsidiaries Or, In the
Alternative, Approval of a *Pro Forma* Transaction
Associated with the Plan of Reorganization**

**FRONTIER'S FURTHER UPDATED RESPONSES
TO THE STAFF INQUIRIES FOR REVIEW OF TRANSACTIONS**

The above-captioned Joint Applicants (collectively, "Frontier") hereby provide further updated responses to Staff Inquiries for Review of Transactions ("Requests") 4 and 5.

GENERAL OBJECTIONS

Frontier makes the following General Objections. Nothing contained in Frontier's responses is intended to be, or in any way constitutes, a waiver of Frontier's objections or right to object to any additional, supplemental, or further Request. These General Objections are

incorporated by reference and made part of Frontier's responses to each Request as if fully repeated there.

1. Frontier objects to each Request to the extent it is overbroad, unduly burdensome, and/or not reasonably calculated to lead to the discovery of admissible evidence. In particular, and without limitation, Frontier objects to each Request to the extent it seeks documents or information beyond the relevant subject matter of this proceeding or its geographic or temporal scope.

2. Frontier objects to each Request to the extent it seeks documents or information beyond Frontier's knowledge, possession, custody, or control. Frontier responds on behalf of Frontier only, and Frontier's responses are limited to information and documents within Frontier's knowledge, possession, custody, or control.

3. Frontier objects to each Request to the extent it is vague or ambiguous, and to the extent it seeks documents or information not identified with reasonable particularity.

4. Frontier objects to each Request to the extent it seeks documents or information not collected or maintained by Frontier in the normal course of business.

5. Frontier objects to each Request to the extent it requires Frontier to undertake legal analyses or provide legal interpretations or conclusions.

6. Frontier objects to each Request to the extent it seeks documents or information (a) on services or business activities not subject to the jurisdiction of the Commission, (b) from an entity not subject to its jurisdiction, and/or (c) otherwise unrelated to the entities and assets that are the subject of this proceeding.

7. Frontier objects to each Request to the extent it seeks documents or information protected from discovery by the attorney-client privilege, the work-product doctrine, the

community of interest doctrine, a joint defense agreement, or any other applicable privilege or immunity. Frontier specifically reserves the right to request the return of such documents or information, without prejudice to any claim of privilege, in the event any such document or information is inadvertently produced. Nothing contained in these responses is intended to be, or in any way constitutes, a waiver of any applicable privilege or immunity.

8. In responding, Frontier does not waive and expressly preserves: (a) all objections as to competency, relevance, materiality, privilege, or admissibility; (b) all rights to object on any grounds to the use of any objections, responses, or answers; and (c) the right at any time to amend, correct, supplement, or clarify any of the responses, objections, or answers found herein.

9. Any confidential or proprietary information or documents produced by Frontier shall be subject to the terms of an appropriate confidentiality agreement or protective order of the Commission.

SPECIFIC RESPONSES

The following responses are subject to and without waiver of the foregoing General Objections, which are specifically incorporated into each response as if fully set forth therein.

Commission Request 4:

Identify all jurisdictions where this or a related transaction has been filed and where approval is being sought. Provide the status of each filing. While pending in Pennsylvania, identify any jurisdiction that acts on the transaction and describe the action taken. Provide updates as necessary.

Frontier Further Updated Response to Commission Request 4:

Updating its Response to Request No. 4 originally submitted on June 23, 2020, and updated on August 28, 2020 and November 17, 2020, attached as Exhibit 1 is the Order of the Mississippi Public Service Commission dated December 8, 2020, at Docket No. 2020-UA-062 approving the restructuring Application filed June 1, 2020.

Commission Request 5:

If any conditions are under consideration, imposed, or agreed to in any jurisdiction in which this or a related transaction is pending, please update the filing to include that information as it occurs.

Frontier Further Updated Response to Commission Request 5:

Updating its Response to Request No. 5 originally submitted on June 23, 2020, and updated on August 28, 2020 and November 17, 2020:

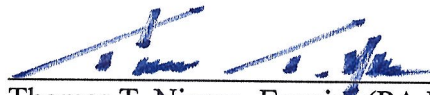
(1) Per the December 8, 2020 Mississippi Public Service Commission Approval:

2. Following completion of the Restructuring, Reorganized Frontier shall file a notice thereof advising the Commission of the date of completion.
3. Immediately following the completion of the Restructuring, Frontier Communications of Mississippi LLC and Frontier Communications of America will continue to offer the services currently offered to their Mississippi customers pursuant to the same applicable tariffs and customer contracts.

Additionally, Frontier has agreed to conditions to resolve regulatory proceedings in West Virginia at PSC Case No. 20-0400-T-PC and in California at U.20-05-10. The Joint Stipulation and Settlement Agreement (“JSSA”) filed with the West Virginia Public Service Commission is attached as Exhibit 2. As of the filing of this response, the West Virginia PSC has not acted on the JSSA. By its terms, the JSSA is conditioned on receiving approval from the West Virginia PSC by January 19, 2021. Joint Motions for Adoption of Settlement Agreements filed with the Public Utilities Commission of the State of California are attached as Exhibit 3. As of the filing of this response, the California PUC has not acted on either of the Joint Motions.

[Signature page follows.]

Dated: January 7, 2021
Harrisburg, Pennsylvania



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Charles E. Thomas, Jr., Esquire (PA ID # 07267)
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Counsel for Joint Applicants

EXHIBIT 1

ORDER OF THE MISSISSIPPI PUBLIC
SERVICE COMMISSION
DATED DECEMBER 8, 2020

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSISSIPPI**

FRONTIER COMMUNICATIONS CORPORATION

DOCKET NO. 2020-UA-062

FRONTIER COMMUNICATIONS OF MISSISSIPPI LLC
TC123126800

FRONTIER COMMUNICATIONS OF AMERICA, INC.
TC 123185300

IN RE: APPROVAL OF A TRANSFER OF CONTROL ASSOCIATED WITH THE
JOINT CHAPTER 11 PLAN OF REORGANIZATION OF FRONTIER
COMMUNICATIONS CORPORATION AND ITS SUBSIDIARIES,
INCLUDING CERTAIN FINANCING AND SECURITY ARRANGEMENTS

ORDER APPROVING TRANSFER OF CONTROL

On June 1, 2020, Frontier Communications Corporation (“Frontier”), and Frontier Communications of Mississippi LLC (“Frontier Mississippi”) and Frontier Communications of America, Inc. (“FCA”) (together with Frontier Mississippi, the “Mississippi Operating Subsidiaries,” and together with Frontier, collectively, the “Applicants”) filed with the Mississippi Public Service Commission (“Commission”), an Application for approval of a transfer of control associated with the Joint Chapter 11 Plan of Reorganization (the “Plan” and the transactions contemplated thereunder, the “Restructuring”) of Frontier Communications Corporation and its subsidiaries, including certain financing and security arrangements (“Application”). The Commission, being fully apprised in the premises and having considered the documents and record before it, as authorized by law and the Commission’s Public Utilities Rules of Practice and Procedure, and upon recommendation of the Mississippi Public Utilities Staff (“Staff”), finds as follows:

1. The Commission has jurisdiction to enter this Order, and entry hereof is in the public interest.

2. Due and proper notice of the Application filed on June 1, 2020 was given as required by law and by the Commission's Public Utilities Rules of Practice and Procedure.

3. There were no intervenors or protestants of record in this matter before the Commission.

4. On April 14, 2020, Frontier and its direct and indirect subsidiaries commenced a proceeding under Chapter 11 of the United States Bankruptcy Code ("Chapter 11") after entering into a Restructuring Support Agreement ("RSA") with Frontier's senior unsecured noteholders holding more than seventy-five percent of Frontier's senior unsecured notes (such noteholders, the "Consenting Noteholders" and all holders of Frontier's senior unsecured notes (the "Senior Noteholders"). Frontier's Plan, drafted in accordance with the terms of the RSA, was filed with the Bankruptcy Court on June 29, 2020.

5. On June 24, 2020, Frontier and all its wholly owned operating subsidiaries filed a Joint Petition with the Federal Communications Commission ("FCC") under Section 214 of the Communications Act of 1934 requesting the FCC consent to the assignment and transfer of control of the operating subsidiaries' Section 214 authorizations in connection with the proposed Restructuring FCC Docket No. 20-197 ("FCC Approval").

6. Financial information for the Applicants was incorporated by reference in the Application to Frontier's most recent financial statements filed with the Securities and Exchange Commission on March 31, 2020.

7. As described in the Application, immediately upon emergence from Chapter 11, the Senior Noteholders will hold the common stock of a new ultimate parent company.

8. As described in the Application, the Restructuring will reduce Frontier's funded debt obligations by over \$10 billion and reduce its annual interest expense by approximately \$1

billion, will substantially deleverage Frontier's balance sheet, secure the going-concern value of Frontier's businesses, preserve jobs, and position Frontier to emerge from the Chapter 11 process as a stronger, more financially sound enterprise.

9. Frontier is a publicly traded Delaware corporation with a total of 99 subsidiaries—57 direct and 42 indirect wholly owned subsidiaries—including the Mississippi Operating Subsidiaries. Frontier's headquarters are located at 401 Merritt 7, Norwalk, Connecticut 06851.

10. Frontier Mississippi is a Mississippi limited liability company with its principal place of business in Mississippi located at 55 Main Street, Rienzi, Mississippi 38865. Frontier Mississippi, a direct wholly owned subsidiary of Frontier is an ILEC authorized to provide local exchange service throughout its service area pursuant to a Certificate of Public Convenience and Necessity previously issued by the Commission to Mid South Telephone Company, now known as Frontier Communications of Mississippi LLC, by virtue of Commission Orders in Docket No. 94-UA-796 dated December 29, 1994 and in Docket No. 08-AD-192 by Order dated May 8, 2008.

11. FCA is a Delaware corporation with principal offices located at 401 Merritt 7, Norwalk, Connecticut 06851. FCA, a direct wholly owned subsidiary of Frontier, is an interexchange carrier ("IXC") authorized to provide intrastate long distance service and interstate long distance service in Mississippi pursuant to Order of the Commission in Docket No. 2000-UA-611 dated September 19, 2000.

12. Under the terms of the RSA and the Plan, Frontier will be dissolved and replaced by Reorganized Frontier with two additional intermediate holding companies. Following emergence from Chapter 11 as contemplated by the Plan, each Senior Noteholder will receive its

pro rata share of Reorganized Frontier's stock. None of the Senior Noteholders currently holds a 10% or greater direct or indirect equity interest in Frontier, and none of the Senior Noteholders is anticipated to hold, directly or indirectly, 10% or more of Reorganized Frontier's stock following the Restructuring.

13. As proposed, the Restructuring does not involve selling, assigning, or disposing of any properties, franchises, facilities, certificates, or operations in Mississippi; only the transfer of Frontier's corporate stock is involved.

14. The Restructuring is not expected to impact the day-to-day operations, management or employees of the Mississippi Operating Subsidiaries.

15. After the Restructuring, existing customers will continue to receive services for the same prices, and under the same terms and conditions, as they did prior to the Restructuring. Existing tariffs and contracts, and existing facilities and arrangements will remain undisturbed.

16. Applicants have demonstrated that the Restructuring is consistent with the public interest, as the Restructuring will help ensure Frontier will emerge from its Chapter 11 reorganization as a financially stronger service provider and competitor.

17. Accordingly, this Commission having jurisdiction of the parties and the subject matter, and after having considered the Application and the documents in support thereof, and upon recommendation of the Staff, finds that the relief sought should be granted.

IT IS THEREFORE ORDERED that:

1. The Restructuring, including any transfer of control and related financing and security arrangements associated with the Joint Chapter 11 Plan of Reorganization of Frontier Communications Corporation and its subsidiaries, is hereby approved, contingent upon FCC Approval.

2. Following completion of the Restructuring, Reorganized Frontier shall file a notice thereof advising the Commission of the date of completion.

3. Immediately following the completion of the Restructuring, Frontier Communications of Mississippi LLC and Frontier Communications of America will continue to offer the services currently offered to their Mississippi customers pursuant to the same applicable tariffs and customer contracts.

This Order shall be deemed issued on the day it is served upon the parties herein by the Executive Secretary of this Commission who shall note the service date in the file of this Docket.

COMMISSION VOTE

Chairman Dane Maxwell Aye X Nay _____

Commissioner Brent Bailey Aye X Nay _____

Commissioner Brandon Presley Aye X Nay _____

SO ORDERED this the 8th day of December, 2020.

MISSISSIPPI PUBLIC SERVICE COMMISSION

Dane Maxwell

DANE MAXWELL, CHAIRMAN

Brent Bailey

BRENT BAILEY, COMMISSIONER

Brandon Presley

BRANDON PRESLEY, COMMISSIONER



ATTEST: A True Copy

Katherine Collier

KATHERINE COLLIER, EXECUTIVE SECRETARY

Effective this the 8th day of December, 2020.

EXHIBIT 2

THE JOINT STIPULATION AND SETTLEMENT AGREEMENT
FILED WITH
THE WEST VIRGINIA PUBLIC SERVICE COMMISSION

JACKSONKELLY^{PLLC}

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State Bar No. 5991

December 18, 2020

Via E-mail Delivery

Connie Graley, Director
Executive Secretary Division
Public Service Commission of West Virginia
201 Brooks Street
Charleston, West Virginia 25301

Re: Frontier Communications Corporation; Frontier West Virginia Inc.; Citizens Telecommunications Company of West Virginia d/b/a Frontier Communications of West Virginia; Frontier Communications of America, Inc. d/b/a Frontier Long Distance; and Frontier Communications Online and Long Distance Inc. d/b/a Frontier Communications of America West Virginia

Joint Petition for Expedited Approval of Certain
Chapter 11-Related Reorganization Changes
PSC Case No. 20-0400-T-PC

Dear Ms. Graley:

The Petitioners are pleased to report that their post-hearing negotiations with the Commission Staff, the CAD, and the CWA have resulted in a proposed resolution of this case for the Commission's consideration, as embodied in the enclosed Joint Stipulation and Agreement for Settlement.

The stipulating parties recommend that the Commission approve the Joint Petition and specifically find that the Restructuring transaction outlined therein satisfies the requirements of W. Va. Code §24-2-12 and should be approved, subject to the Petitioners' numerous service and financial commitments outlined in the Joint Stipulation. These include, among others, a commitment that Frontier's operations in West Virginia will be classified as "InvestCo" companies and will deploy fiber to the premises capable of supporting Gigabit broadband services to not fewer than 150,000 locations in West Virginia by the end of 2027. Petitioners also commit to invest a minimum of \$200 million in West Virginia over a three-year period ending on December 31, 2023.

Connie Graley, Director
December 18, 2020
Page 2

The stipulating parties assert that the Joint Stipulation is adequately supported by the evidentiary record developed at the November 5-6, 2020 hearing. They respectfully request that the Commission accept the Joint Stipulation and adopt the various recommendations therein in their entirety as an integrated, complete resolution of the issues raised in this case.

Finally, it is important to note that paragraph 19 of the Joint Stipulation provides that it will be ineffective unless approved by the Commission, in all its material terms and without modification, by **January 19, 2021**. This provision reflects the fact that time is of the essence with respect to Frontier's ability to emerge from bankruptcy.

Please file this letter and its enclosure and provide copies to the appropriate parties at the Commission. We also ask that you date stamp the extra copy provided and return it with our messenger. As always, we appreciate your assistance in this matter.

Sincerely yours,



Christopher L. Callas

Enclosure

Cc:

Tom White, Esq. (twhite@cad.state.wv.us)
Linda S. Bouvette, Esq. (CHoward@psc.state.wv.us)
Christopher Howard, Esq. (LBouvette@psc.state.wv.us)
Vincent Trivelli, Esq. (vmtrive@westco.net)
Joseph J. Starsick, Jr. (Joseph.Starsick@FTR.com)
Allison M. Ellis (AE4862@FTR.com)

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

**CASE NO. 20-0400-T-PC
FRONTIER COMMUNICATIONS CORPORATION,
FRONTIER WEST VIRGINIA INC.,
CITIZENS TELECOMMUNICATIONS COMPANY OF WEST VIRGINIA d/b/a
FRONTIER COMMUNICATIONS OF WEST VIRGINIA,
FRONTIER COMMUNICATIONS OF AMERICA, INC. d/b/a
FRONTIER LONG DISTANCE, and
FRONTIER COMMUNICATIONS ONLINE AND LONG DISTANCE INC. d/b/a
FRONTIER COMMUNICATIONS OF AMERICA WEST VIRGINIA**

**Joint Petition for Expedited Approval of
Certain Chapter 11-Related Reorganization
Changes.**

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Pursuant to Rule 13.4 of the Commission's Rules of Practice and Procedure, this Joint Stipulation and Settlement Agreement ("Joint Stipulation") is made and entered into by the Staff of the Public Service Commission of West Virginia ("Staff"), the Consumer Advocate Division ("CAD"), the Communications Workers of America, AFL-CIO ("CWA") and Frontier Communications Corporation ("Frontier Communications Parent"), and its West Virginia local exchange service companies. Frontier West Virginia Inc. and Citizens Telecommunications Company of West Virginia d/b/a Frontier Communications of West Virginia (individually and collectively, "Frontier"), as well as Frontier Communications of America, Inc. d/b/a Frontier Long Distance, and Frontier Communications Online and Long Distance Inc. d/b/a Frontier Communications of America West Virginia (with Frontier, collectively the "West Virginia Operating Subsidiaries," and with Frontier Communications Parent and Frontier, collectively the

“Frontier companies” all parties hereto are referred to herein collectively as the “Parties”).

BACKGROUND

a. On May 21, 2020, the Frontier companies filed a Joint Petition for Expedited Approval of Certain Chapter 11-Related Reorganization Changes pursuant to W.Va. Code §24-2-12 (the Petition), seeking approval of reorganizational changes to effectuate their plan of reorganization under Chapter 11 of Title 11 of the United States Code (the Bankruptcy Code).

b. On August 27, 2020, the Frontier companies filed a copy of the Order of the United States Bankruptcy Court for the Southern District of New York, confirming a plan of reorganization for Frontier. In their cover letter, the Frontier companies stated that regulatory approvals are the only remaining prerequisite to Frontier’s ability to conclude its Chapter 11 process.

c. The Parties conducted extensive discovery throughout this proceeding, made various procedural filings and the Commission entered certain procedural Orders, all as more specifically stated in the Commission’s docket on this proceeding.

d. The Frontier companies filed testimony on October 21, 2020, and Staff filed testimony on November 2, 2020.

e. On November 5 and 6, 2020, the Commission held an evidentiary hearing by video conference. In live rebuttal testimony at the hearing, the Frontier companies directly responded to the Staff’s recommendations. Tr. (November 5, 2020), pp. 26-45.

f. The Parties have negotiated the resolution of this case on the terms and conditions set for below.

JOINT STIPULATION AND SETTLEMENT AGREEMENT TERMS

1. Subject to the terms and conditions herein, the Parties agree and recommend that the Commission approve Frontier's Joint Petition in Case No. 20-0400-T-PC. Without necessarily limiting the foregoing, the Parties specifically agree that the transaction that is the subject of this proceeding satisfies the requirements of W. Va. Code §24-2-12, namely: (i) the terms of the transaction are reasonable; (ii) neither party to the transaction has an undue advantage over the other; and (iii) the transaction does not adversely affect the public in this state.

2. The Frontier companies represent and affirm that the "state operations" in West Virginia will be classified as "InvestCo" where the reorganized Frontier will conduct fiber deployments consistent with Article IX.A.10 of the Plan of Reorganization approved by the Bankruptcy Court on August 27, 2020 and the Restructuring Term Sheet. Frontier's fulfillment of the conditions specified herein is not contingent on the classification of the West Virginia state operations as "InvestCo." Frontier shall notify the Commission within ten (10) days if it discontinues the use of the "InvestCo" classification for its West Virginia state operations.

3. In furtherance of its commitment to designate its West Virginia operations as "InvestCo," the Frontier companies commit to voluntarily deploy fiber to the premises ("FTTP")¹ capable of supporting Gigabit ("Gig") broadband services to no fewer than one hundred and fifty thousand (150,000) locations in West Virginia by December 31,

¹ For purposes of this Joint Stipulation, fiber to the premises ("FTTP") means Frontier will deploy fiber-optic facilities in an optical distribution network from its central offices to the public right of way, utility pole or easement immediately adjacent to the potential subscriber's premises, including residential, multi-dwelling unit and commercial location. If a consumer subscribes to service, the fiber and optical distribution network will be connected with fiber-optic cable to the customer location demarcation point or optical network terminal.

2027. Frontier will annually report to Staff, with a copy to the other Parties no later than January 31st, on a confidential basis, the expected deployment locations for the coming year and a report documenting the number and location of deployment locations completed in the previous year along with service speeds available. Frontier shall complete FTTP deployment to no fewer than 75,000 locations within three years of emerging from Chapter 11 and Frontier shall complete all 150,000 locations no later than December 31, 2027.² The FTTP locations to fulfill this commitment may include any locations awarded to Frontier pursuant to the Federal Communications Commission's ("FCC") Rural Digital Opportunity Fund ("RDOF"). Frontier shall provide semiannual status reports to the Commission, with copies to the other Parties, beginning March 1, 2022 for a period of six (6) years, or until Frontier completes FTTP to all 150,000 locations, on the progress of its broadband deployment specified in this Agreement.

4. Within thirty (30) days of completion of the Virtual Separation Report described in the Plan of Reorganization³, the final version of which is expected to be delivered by March 31, 2021, Frontier will provide a confidential copy of the Virtual Separation Report to the Commission, with confidential copies to the other Parties. Frontier will agree to meet with Staff and CAD within 30 days of providing the Report, or as mutually agreed, to discuss the Virtual Separation Report and answer questions. Any information supplied to the CWA regarding the Virtual Separation Report shall be

² Frontier's commitment to expand FTTP to support broadband services is being made voluntarily and Frontier does not consent to or otherwise confer Commission jurisdiction over Frontier broadband or Internet deployment or services although Frontier acknowledges and accepts that the Commission has the power and authority to enforce this Agreement.

³ The Plan references a "detailed report regarding a virtual separation under the same ownership structure of select state operations where the Reorganized Debtors will conduct fiber deployments from those state operations where the Reorganized Debtors will perform broadband upgrades and operational improvements." Plan of Reorganization, Section IX, Conditions Precedent, at paragraph 10.

governed by a separate confidentiality agreement to be entered into between the CWA and Frontier.

5. Frontier will expend a minimum of \$200 million⁴ in total capital expenditures over a three-year period ending on December 31, 2023, with a minimum expenditure of \$50 million annually, commencing with its emergence from Chapter 11.

6. Within ninety (90) days after providing the Virtual Separation Report, the Frontier Companies agree to provide pro forma Fiscal Year 2020 financial statements (i.e., Income Statement and Balance Sheet) using the current accounting practices and expense allocation methodologies and comparing the revised accounting practices and expense allocation methodologies developed in the Virtual Separation Report.

7. For a period of three (3) years following its emergence from Chapter 11, Frontier agrees to provide on a confidential basis annual budget(s) for capital expenditures with detail for the two Frontier West Virginia companies and to report quarterly deviations from the annual budget(s).

8. The Frontier companies agree to notify the Commission when the Frontier companies emerge from Chapter 11 bankruptcy.

9. As soon as practicable after February 1, 2021 but subject to Federal Communications Commission (FCC) disclosure limitations, Frontier agrees to provide its West Virginia RDOF bidding information to the Parties on a confidential basis.

10. Within ninety (90) days after emerging from Chapter 11 bankruptcy, Frontier agrees to provide a report describing Frontier's actions to address the customer

⁴ This represents an increase of approximately \$50 million in capital expenditures over the prior three years (2017-2019). Frontier received federal support funding for broadband deployment in the amount of \$38 million annually over this period and expects to receive reduced federal support funding during the period of this capital expenditure commitment.

service performance issues identified in Frontier’s “Modernization Report.” This condition shall expire upon the completion of the obligations under this Paragraph.

11. For a period of three (3) years following its emergence from Chapter 11, Frontier agrees to provide information regarding dividends declared by its Board and a copy of its written dividend policy, if any, adopted by its Board of Directors after the Effective Date of the Chapter 11 bankruptcy. Such information shall be subject to Security Exchange Commission (SEC) disclosure limitations.

12. For a period of five (5) years following its emergence from Chapter 11, Frontier agrees to annually report on March 1st of each year to the Commission any negative change in the number or location of business offices or other employee reporting locations in West Virginia.⁵ To the extent Frontier discontinues operations at any location with fifteen (15) or more employees it will provide written notice of the discontinuance to the Commission within 30 days along with a detailed reason for the discontinuance.

13. For a period of five (5) years following its emergence from Chapter 11, Frontier agrees to annually file on March 1st of each year to the Commission a report identifying the number of employees in West Virginia, the number of open positions and any changes in the number of employees or employee positions. This information shall be broken down and provided by job title. With respect to any voluntary or involuntary reduction in force in West Virginia with the potential to be greater than 15 employees at the time the change is made, Frontier shall report on a confidential basis within 30 days of the close of a voluntary or involuntary reduction in forces, the actual number of employees impacted.

⁵ Frontier currently maintains 145 reporting locations in the State of West Virginia.

14. Frontier shall comply with any lawful, final, non-appealable order of the Commission in any case in which it is a party. For purposes of clarification, this provision does not expire unless and until otherwise ordered by the Commission or a court of competent jurisdiction.

15. The Parties support this Joint Stipulation and represent that each of its provisions acceptably resolves all issues raised in this case. Based on the record, the Parties recommend that the Commission accept this Joint Stipulation in resolution of this case.

16. The Parties represent that the Parties' testimony and exhibits are adequate to support the Joint Stipulation.

17. The Parties acknowledge that they are not agreeing implicitly or explicitly that any document, information, or material referenced or produced in this proceeding (20-0400-T-PC) or in accordance with this Joint Stipulation is, in fact or in law, privileged, proprietary, a trade secret, or confidential and should receive permanent protective treatment. Nothing herein shall be construed as a waiver by any of the Parties of any legal position which they may assert regarding the confidentiality of information referenced or produced.

18. This Joint Stipulation results from a review of all evidence and filings in these cases, the Parties' analyses of the Petition, exhibits, and testimony, the existing statutory and regulatory framework, and good faith negotiation. The Joint Stipulation is proposed to expedite and simplify the resolution of this case in the context of an overall settlement. The Parties recommend that the Commission adopt this Joint Stipulation as not adverse to the public interest. Each component of the Joint Stipulation (including this

paragraph) is integral to and inseparable from the others, and no Party advocates the Commission's resolution of any issue proposed in this Joint Stipulation other than in the context of its support for the Joint Stipulation as a whole.

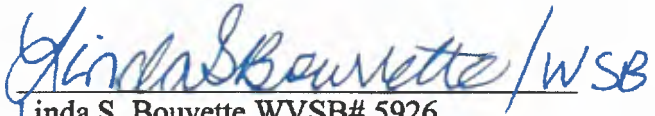
19. This Joint Stipulation is subject to the Commission's acceptance and approval by January 19, 2021. It will be ineffective until and unless approved by the Commission in all of its material terms and without modification. If the Commission does not grant that approval by January 19, 2021, without modifications, then this Joint Stipulation is null and void and the Parties reserve their rights to fully advocate their positions, unlimited by the terms of the Joint Stipulation.

20. This Joint Stipulation may be executed by counterpart or duplicate, by fax copy, or by electronic signature.

[signature page follows]

STAFF OF THE PUBLIC SERVICE
COMMISSION OF WEST VIRGINIA

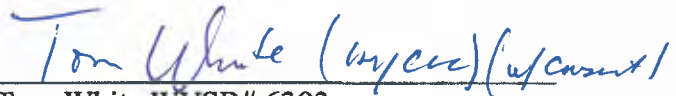
By counsel

Handwritten signature of Linda S. Bouvette in blue ink, followed by a horizontal line and the letters "WSB".

Linda S. Bouvette WWSB# 5926
Chris L. Howard WWSB# 8688
Staff Attorney
Public Service Commission
201 Brooks Street, P.O. Box 812
(304) 340-0317

CONSUMER ADVOCATE DIVISION OF
THE PUBLIC SERVICE COMMISSION OF
WEST VIRGINIA

By counsel

Handwritten signature of Tom White in blue ink, followed by a horizontal line and the text "(w/ccc)(w/counsel)".

Tom White WWSB# 6393
Consumer Advocate Division
300 Capitol Street, Suite __
Charleston, WV 25301

THE COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

By counsel

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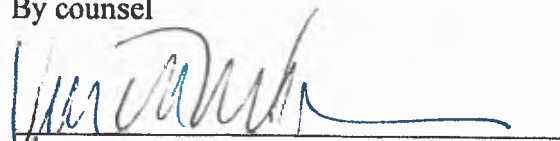
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FRONTIER WEST VIRGINIA INC. AND
CITIZENS TELECOMMUNICATIONS
COMPANY OF WEST VIRGINIA D/B/A
FRONTIER COMMUNICATIONS OF
WEST VIRGINIA

By counsel

A handwritten signature in blue ink that reads "Kevin Saville (by counsel)". The signature is written in a cursive style and is positioned above a horizontal line.

Kevin Saville
Senior Vice President & General Counsel
Pro Hac Vice Admission Granted

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Dated: December 18, 2020

CERTIFICATE OF SERVICE

I certify service of the foregoing pleading on December 18, 2020, by electronic mail, as follows:

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EXHIBIT 3

JOINT MOTIONS FOR ADOPTION OF SETTLEMENT
AGREEMENTS FILED WITH THE PUBLIC UTILITIES
COMMISSION OF THE STATE OF CALIFORNIA

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Application of Frontier Communications Corporation, Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (U 1024 C), Frontier Communications of the Southwest Inc. (U 1026 C), Frontier Communications Online and Long Distance Inc. (U 7167 C), Frontier Communications of America, Inc. (U 5429 C) For Determination That Corporate Restructuring Is Exempt From or Compliant With Public Utilities Code Section 854.

A. 20-05-010
(Filed May 22, 2020)

JOINT MOTION FOR ADOPTION OF SETTLEMENT AGREEMENT

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December 24, 2020

I. INTRODUCTION.

Pursuant to Rule 12.1(a) of the California Public Utilities Commission's ("Commission") Rules of Practice and Procedure ("Rules"), Frontier Communications Corporation ("Frontier") and its California local exchange and long distance subsidiaries, Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (U 1024 C), Frontier Communications of the Southwest Inc. (U 1026 C), Frontier Communications Online and Long Distance Inc. (U 7167 C), and Frontier Communications of America, Inc. (U 5429 C) (collectively, "Applicants"), the Public Advocates Office at the California Public Utilities Commission ("Cal Advocates"), The Utility Reform Network ("TURN"), and the Communications Workers of America, District 9 ("CWA") (collectively, the "Parties") request that the Commission adopt the Settlement Agreement ("Settlement") executed by them on December 24, 2020, and attached as Exhibit 1.

The Settlement reflects the Parties' full review of the record and is the product of substantial and lengthy negotiations, through which the Parties were able to narrow their differences, and, ultimately, reach this Settlement, which reflects significant, mutual compromises. Consistent with the Commission's policy of encouraging settlements, the Settlement reaches a reasonable result regarding the issues in dispute amongst the Parties, while avoiding the burden, expense and uncertainty of further litigating this matter.¹ The Parties agree that the terms of this Settlement are in the public interest pursuant to the applicable requirements of Sections 853 and 854 of the Public Utilities Code. This Settlement also satisfies all procedural and substantive requirements, including the settlement approval standards in Rule 12.1(d). Accordingly, the Parties request that the Proposed Decision adopt the Settlement without modification.

The Parties will be seeking a shortened period for comments on the Settlement and will file a motion next week presenting this request for shortened time following a meet and confer process with the other parties to the proceeding.

¹ See D.14-01-038 (PG&E Smart Meter Dispute) at 7 ("the Commission's policy favoring settlements and conserving scarce resources, all weigh in favor of the Commission's determination approving the settlement . . ."); see also D.09-10-046 (PG&E Wildfire Memo Account) at 7 ("The Commission has a history of favoring settlements."); D.14-11-040 (SCE and SDG&E San Onofre ratemaking proceeding), at 37 ("Joint Parties are very supportive of the Commission's modifications and believe they are in the public interest and are consistent with long-standing precedents favoring settlements, including settlements where the hearings have not been completed.").

II. BACKGROUND.

Applicants filed Application (“A.”) 20-05-010 on May 22, 2020, seeking Commission approval for a restructuring that will enable Frontier to emerge from bankruptcy. The Application explained that after its emergence, Frontier will be replaced by a new parent company and its funded debt obligations will be reduced by over \$10 billion and approximately \$1 billion in annual interest expense will be eliminated (“the Restructuring”).² The Application sought approval of the transfer of control necessary to effectuate the Restructuring pursuant to Public Utilities Code Sections 853 and 854. During this proceeding, the Parties exchanged extensive discovery on the issues and filed testimony, exhibits, and briefs setting forth their positions.³ After reviewing the entire record and following lengthy negotiation, the Parties’ positions evolved and resulted in the Settlement, which reflects significant, mutual compromises on the issues in dispute among the Parties. On December 11, the Parties convened a properly-noticed telephonic Settlement Conference, which provided an opportunity for all parties to discuss the principal terms in the Settlement, as required by Rule 12.1(b).

III. SUMMARY OF SETTLEMENT AGREEMENT.

As a result of their negotiations and mutual compromises, the Parties have resolved the issues raised by Cal Advocates, TURN, and CWA in this proceeding. As part of the Settlement, Frontier has committed to make \$1.75 billion in capital expenditures over four years to maintain and enhance its California network, at least \$222 million of which will be devoted to service quality and network enhancement projects to enable the California ILECs⁴ to meet Commission General Order (“G.O.”) 133-D standards. To further ensure improvements in service quality, Frontier has also agreed to prepare a detailed plan that will be reviewed by the Commission’s Communication Division, Cal Advocates, TURN, and CWA identifying the actions to be taken

² Frontier’s bankruptcy case remains before the United States Bankruptcy Court for the Southern District of New York (“Bankruptcy Court”) pending completion of regulatory approvals in all relevant jurisdictions. The Bankruptcy Court approved Frontier’s Plan of Reorganization on August 27, 2020.

³ Aside from the settling Parties, the other active parties to the proceeding are the California Emerging Technologies Fund (“CETF”), with whom Applicants have executed a separate settlement, and the Yurok Tribe. On December 9, after the record was closed, the Yurok Tribe filed a motion to become a party and to revise the procedural schedule to allow it to submit briefs and testimony. The ALJ granted the motion and set a schedule for the Tribe to submit a brief, testimony, and supporting documents by December 28.

⁴ Frontier Communications Corporation is the parent holding company for three California Incumbent Local Exchange Carriers: Frontier California Inc., Citizens Telecommunications Company of California Inc., and Frontier Communications of the Southwest Inc. (the “California ILECs”).

by the company to improve service quality, including complying with the G.O. 133-D for out-of-service standard (“OOS”). Frontier will maintain its level of employee technician staffing and increase this number to meet the G.O. 133-D standards. Frontier has further agreed to increased customer credits and enhanced penalties and investments if it fails to meet OOS standards as described in the Settlement.

In addition, through the Parties’ Settlement, Frontier has agreed to make substantial broadband commitments that will expand the availability and speed of broadband services to hundreds of thousands of California consumers. Specifically, Frontier has agreed to deploy fiber to the premises (“FTTP”) service to at least 350,000 locations in its California service territory over the next six years, including 150,000 in areas where Frontier estimates a lower than 20% Internal Rate of Return (“IRR”). Frontier has also reaffirmed its remaining commitment from its 2015 Verizon Acquisition Settlement Agreement⁵ to complete broadband deployment. In addition, under the terms of this Settlement, Frontier has agreed to evaluate and report on the remaining projects where deployment has not commenced, to determine where it will increase broadband speeds consistent with the goals set forth in the California Governor’s Executive Order N-73-20. Frontier will also continue to actively participate in the Commission’s California Advanced Services Fund (“CASF”) program to advance deployment of broadband in unserved and underserved areas and has separately agreed to deploy broadband services to at least 4,000 locations within tribal lands⁶ in its California service territory after consultation with the Parties, the Yurok Tribe and other tribal government representatives.⁷

Frontier has also agreed to provide a substantial number of detailed and recurring reports to ensure the Commission and the Parties can track, review, and, if necessary, enforce Frontier’s commitments.

Based on these and other conditions, Cal Advocates, TURN and CWA agree that their issues and concerns in this proceeding, including all of their stated recommendations are resolved by the Settlement. With the commitments and conditions identified in the Settlement,

⁵ D.15-12-005, Appendix F, at Exhibit 1.

⁶ This Settlement uses the term “tribal lands” to refer to officially-recognized tribal reservations or lands. The Settlement uses the term “tribal communities” to refer more broadly to groups of current or potential customers with tribal affiliations.

⁷ As described in the Settlement, any reports or information identified to be provided by Frontier to the Yurok Tribe, will also be provided by Frontier to the Governor’s Office of the Tribal Advisor or to other tribal government representatives at their request.

Applicants, Cal Advocates, TURN and CWA agree that Applicants have addressed the requirements and public interest factors of Public Utilities Code Sections 853 and 854 and the issues raised in the Scoping Memo that were addressed by the Parties. The Parties request that the Settlement be adopted by the Commission without modification as a resolution of this proceeding. Frontier agrees to fulfill the conditions as set forth in the Settlement provided that the Commission adopts the Settlement without modification and the Restructuring occurs upon emergence from Chapter 11.

The Settlement is extensive—it includes more than 40 substantive commitments, some with subparts, and provides a detailed description of the terms under which the Parties have resolved all issues. The Settlement squarely resolves two significant issues raised by TURN, Cal Advocates and CWA in this proceeding—improvements in service quality and broadband expansion, and in particular service quality and broadband for low-income households, rural areas and tribal lands. The Parties devoted significant time and effort to focus on these issues and reach agreement. The key elements of the Settlement are as follows:

1. Frontier will spend at least \$1.75 billion in capital expenditures over calendar years 2021-2024 and will agree to certain minimum milestone expenditure amounts over the four-year period, along with the preparation of annual budgets and tracking and reporting expenditures.

2. At least \$222 million of the committed capital expenditures will be targeted for service quality and network enhancement projects to meet G.O. 133-D standards and improve service quality, network redundancy, and reliability for existing facilities. Frontier made several commitments targeted at improving service quality and compliance and meeting the G.O. 133-D standards. Frontier will provide a detailed report that will be used to target service quality improvements. The report will identify each wire center by California ILEC; rank the wire centers by OOS performance; identify, by wire center, the “root causes” for OOS events; and, among other things, rank the root cause for each of the wire centers that fall into the top 25% of non-compliance with the OOS metric. Frontier will then submit a detailed plan identifying specific actions Frontier will take to improve service quality, including OOS performance, the success and challenges related to those actions, and expenditures made to enhance service quality.

3. To address the impact on customers of out of service conditions, Frontier will for a period of three years provide a customer credit of \$5/day for OOS periods greater than 24 hours (\$10/day if on tribal lands), in addition to any outage credit currently required through a tariff or contract. Further, to demonstrate its commitment to focus on improving service quality, Frontier has agreed to be subject to enhanced penalties in the form of additional investment of up to \$7 million per year (in addition to the existing G.O. 133-D penalties and investment mechanism) if it fails to comply with G.O. 133-D requirements for the OOS standard in accordance with the requirements identified in the Settlement. The Settlement explains how the penalty is calculated through the use of tiers based on the extent of the failure to meet the OOS standard. This penalty directs incremental expenditures targeted to improve service quality, after consultation with the Parties, and Frontier must provide a report that identifies these planned incremental penalty expenditures, the locations and budget for each project, and how the projects are expected to enhance service quality, among other things.

4. To further maintain or improve service quality, Frontier has agreed not to decrease its total employee technician staffing level in California through December 31, 2023 and will commit to increasing its existing employee technician staffing levels to meet G.O. 133-D standards during this period.

5. Frontier commits to keep ten identified call center operations open and in operation through December 31, 2023.

6. Frontier will retain an independent expert survey consultant to conduct semi-annual customer satisfaction surveys to enable Frontier to identify actions to improve customer service and experience. These surveys will also include questions on customer awareness of digital voice service back up power requirements, customer satisfaction for broadband and voice services (including Voice over Internet Protocol (“VoIP”)), and affordability.

7. Frontier will provide regular periodic updates on customer service improvement initiatives that Frontier started to undertake during the Chapter 11 process and will track escalated customer complaints related to specified customer service issues identified in the Settlement.

8. In the 2015 Verizon Acquisition Agreement, Frontier made several broadband commitments including augmenting broadband speeds up to 25/2-3 Megabits per second (“Mbps”) for an additional 400,000 households by 2022. Frontier is on track to complete all

outstanding commitments, and will evaluate and report whether and to what number and percentage of households it will exceed its remaining Verizon Agreement broadband commitments consistent with the goals identified in the Governor's Executive Order N-73-20.

9. In addition to Frontier's outstanding Verizon Agreement broadband commitments, Frontier will commit to further buildout its FTTP network to at least 350,000 locations within six years from approval of Frontier's emergence from Chapter 11. Frontier will meet the following FTTP buildout milestones: 100,000 locations by December 31, 2022; 250,000 locations by December 31, 2024; and 350,000 locations by December 31, 2026. This commitment includes FTTP deployment in less profitable areas to ensure benefits are given to a variety of customers. Specifically, no less than 150,000 of the total 350,000 locations will be locations Frontier identified in its Modernization Report projections as having an IRR less than 20%. Frontier will consult with the Parties and the Yurok Tribe and other tribal government representatives related to these 150,000 locations.

10. Frontier will continue to actively participate in the Commission's CASF program to advance deployment of broadband in unserved and underserved areas.

11. Frontier will dedicate \$11.6 million of capital expenditures over 4 years to deploy at minimum 25/2-3 Mbps to at least 4,000 additional locations within tribal lands. Frontier will consult with the Parties and the Yurok Tribe and other tribal government representatives related to these 150,000 locations and also will review the feasibility of deploying faster broadband speeds in these locations, and strive to deploy speeds higher than 25/2-3 Mbps.

12. Frontier will continue to offer its two existing low-income broadband plans, Affordable Broadband and Frontier Fundamental Internet, at the same or higher speeds required by the FCC Lifeline program, and at equal to or lower pricing than current rates through December 31, 2023.

13. Frontier will not increase residential rates for copper-based standalone voice services, fiber-based standalone basic voice service, copper-based broadband services, and copper-based voice/broadband bundles through December 31, 2021. Frontier will also confer with the Parties, the Yurok Tribe and other tribal government representatives to discuss the provision and expansion of the benefits of the existing federal and state communications low income programs to tribal members, tribal organizations or tribal entities in Frontier's California service territory.

14. Frontier will provide a notice and supporting documentation and information, via a Tier 2 Advice Letter, if the debt/equity ratio of the parent company, or any of Frontier's California Operating Subsidiaries, has materially changed over the course of the next three years.

15. Frontier will provide a host of detailed, recurring reports and plans on its capital expenditure, service quality, and broadband commitments, and these reports will help assist Cal Advocates, TURN, CWA, and the Yurok Tribe and the Commission in monitoring Frontier's compliance with the terms of the Settlement. The reports and plans reflected in the Settlement include, but are not limited to, the following:

- Annual reports with a California-specific confidential capital expenditure budget that include actual capital expenditures compared to budgeted capital expenditures.
- A detailed plan and demographic information regarding its deployment of FTTP to 350,000 locations.
- Various detailed reports on service quality, customer service, and OOS events on a wire center basis, as described above.
- A complete version of its Virtual Separation Report referenced in this proceeding including data showing the internal revenue and cost sharing allocations, and pro forma FY 2020 financial statements for each California ILEC using existing data and cost allocation and using any changes or allocations resulting from the report.
- Information regarding dividends declared by the parent Frontier company Board and any dividends declared and paid by the California ILECs.
- A report identifying the debt-to-equity ratio of each of its California ILECs and for the parent Frontier company, as well as industry average debt-to-equity ratio based on comparable public peers.

As noted above, the Settlement contains more than 40 substantive commitments to fully resolve the issues and concerns identified by Cal Advocates, TURN and CWA in this proceeding and on which the Parties devoted significant time and effort to reach agreement. In addition, Frontier has committed to work with the Yurok Tribe and other tribal representatives on the implementation of several aspects of this Settlement, including service quality improvement, broadband deployment and identification of two tribal liaisons to attempt to resolve their concerns in this proceeding.

IV. THE SETTLEMENT AGREEMENT IS REASONABLE IN LIGHT OF THE WHOLE RECORD, IS CONSISTENT WITH LAW, AND IS IN THE PUBLIC INTEREST

To obtain Commission approval of a settlement, the Parties must demonstrate that the settlement is reasonable in light of the whole record, consistent with law, and in the public interest. *See* Rule 12.1(d). In evaluating settlements, the Commission has recognized a strong public policy in California favoring settlements and avoiding litigation.⁸ With regard to the issues raised by Cal Advocates, TURN, and CWA, the Settlement complies with all three requirements of Rule 12.1(d), as well as all requirements under the law.

The terms of the Settlement described above are reasonable in light of the whole record. Frontier has made extensive commitments, including substantial commitments relating to service quality and broadband investment, and the Settlement resolves all concerns raised by Cal Advocates, TURN and CWA in this proceeding. The compromises embodied in the Settlement are reasonable in light of the extensive discovery, substantial evidence, and comprehensive briefs. All these materials helped inform and modify each party's positions. The Parties entered into the Settlement at an advanced stage in this proceeding, which has ensured the development of a robust record that strongly supports the Settlement.

The Settlement is consistent with applicable law. Public Utilities Code Section 854 sets forth the public interest factors for the Commission's review of the Application. These eight factors may be considered and weighed collectively to support a determination of "public interest" pursuant to the statute.⁹ The Scoping Memo summarizes the relevant factors, and each is addressed here:

⁸ *Re Pacific Bell*, 45 CPUC.2d 158, 169, D.92-07-076 (July 22, 1992)); *see also* D.14-08-009, at 16; D.12-11-043, at 7; D.15-07-014, at 14-15, 21.

⁹ The statute states that "the commission shall consider each of the criteria listed in paragraphs (1) through (8), inclusive, and find, *on balance*, that the merger, acquisition, or control proposal is in the public interest." Similarly, the Commission has found that each of the Section 854(c) factors need not be met independently for an application to be in the public interest. *See* D.20-08-022 at 5 ("Section 854(c) does not require us to make an affirmative finding regarding each of its sub-sections; rather it requires us to find, on balance, that the Transaction, as measured by the specific criteria enumerated in the sub-sections, is in the public interest."); D.16-05-007 at 25 ("Section 854(c) does not require the Commission to find that each of the seven criteria is met on its own terms."); D.15-12-005 at 12 (similarly concluding that the Commission need not find that each of the Section 854(c) criteria are individually met).

1. Provides short-term and long-term economic benefits to ratepayers (Section 854(b)(1)).

The Settlement and the Commission's approval of the Restructuring will facilitate Frontier's emergence from Chapter 11, which will enable Frontier to reduce its debt obligations by more than \$10 billion and eliminate more than \$1 billion in annual interest costs. The elimination of this debt obligation will enable Frontier to become a financially stable service provider that can continue to provide services to its existing customers, and compete with wireless, cable and other providers for new customers. The Restructuring will position Frontier to invest in network infrastructure and service quality improvements, allowing it to fulfill its existing broadband deployment commitments and to expand those commitments to deploy fiber to the premises to at least 350,000 additional locations within California. As part of the Settlement, Frontier will spend at least \$1.75 billion in capital expenditures over four years, at least \$222 million of which will be for service quality and network enhancement projects to meet G.O. 133-D standards and improve service quality, network redundancy, and reliability for existing facilities. These investments are a further demonstration of the tangible benefits to California resulting from the Restructuring.

2. Maintains or improves Applicants' financial condition (Section 854(c)(1)).

The Restructuring significantly reduces Frontier's debt and interest obligations. In particular, by reducing Frontier's annual interest payments from \$1.5 billion to approximately \$500 million, the Restructuring will increase Frontier's operational, technological and financial flexibility, which will help Frontier weather changing market conditions, be a more effective competitor, and provide enhanced products and services. Failing to approve these changes would negatively impact consumers by prolonging Frontier's financial distress, as well as impairing Frontier's ability to fulfill its current broadband deployment commitments and commitment herein to expand FTTP service in California.

3. Maintains or improves Applicants' quality of service (Section 854(c)(2)).

The Settlement contains at least ten conditions and commitments (#3 through #12) that are designed to not just maintain—but also improve—service quality. Frontier will spend at least \$222 million of its capital expenditure commitment on service quality and network enhancement projects to meet the Commission's G.O. 133-D standards and improve service quality, network redundancy, and reliability for existing facilities in California. The Settlement

requires Frontier to prepare a detailed report to evaluate various service-quality related issues, including ranking its wire centers by OOS performance and identifying the “root causes” for OOS events. Frontier will also evaluate and identify the specific geographic wire centers that have experienced the highest number of OOS conditions not restored in 24 hours as well as extended outages. Frontier will also submit a separate, detailed plan identifying actions Frontier will take to improve service quality, the success and challenges related to those actions, and expenditures made to enhance service quality.

To provide additional customer redress for OOS conditions, under the Settlement, Frontier agreed to provide a customer credit of \$5/day for OOS periods greater than 24 hours (\$10/day if on tribal lands) for three years, in addition to any outage credit currently required through a tariff or contract. Further, Frontier will pay enhanced penalties in the form of additional investment of up to \$7 million per year (in addition to the existing G.O. 133-D penalties/investment mechanism) if it fails to comply with G.O. 133-D requirements for the OOS standard as detailed in the Settlement. Finally, in accordance with the terms of the Settlement, Frontier will conduct surveys and issue reports so that the Commission and others may monitor Frontier’s service quality and its improvement efforts. In particular, Frontier will retain an independent expert survey consultant to conduct and report the results of semi-annual customer satisfaction surveys and to track and report various customer service improvement initiatives to be undertaken by the Frontier. The totality and combination of conditions and commitments in the Settlement will ensure that service quality is not only maintained but also substantially improved.

4. Maintains or improves Applicants’ quality of management (Section 854(c)(3)).

Applicants have testified that the management of their California Operating Subsidiaries is not expected to substantially change.¹⁰ In addition, the Settlement includes numerous provisions, which will require management to focus on improving service quality and enhancing the Frontier’s services, including specific capital expenditure commitments, obligations related to the deployment and expansion of broadband services and FTTP, the development of service quality improvement plans, customer remedies and expanded penalties for service quality

¹⁰ See FTR-2 (Nielsen Opening) at 24:1-22 (the Restructuring is not expected to alter the current management of the California Operating Subsidiaries); see also *Applicants Opening Brief* at 21:1-10.

deficiencies. The Settlement also includes a robust list of requirements related to planning, tracking, and reporting various operating and customer data in order to augment and influence Frontier's management and day-to-day and long term oversight of the California operations. The Settlement balances the obligations on Frontier in California upon Restructuring without overburdening Frontier and its management with conditions and obligations that would potentially undermine the financial benefits of Restructuring.

5. Is fair and reasonable to affected Applicants' employees, including both union and nonunion employees (Section 854(c)(4)).

Under the terms of the Plan of Reorganization approved by the Bankruptcy Court, all employee wages, compensation, benefit programs, and collective bargaining agreements, including without limitation those under any expired collective bargaining agreements, in place as of the effective date Frontier emerges from Chapter 11, will be assumed by Reorganized Frontier and remain in place.¹¹ In the Settlement, Frontier and CWA have agreed that their current collective bargaining agreements in California remain in effect and that the collective bargaining agreements that are in place as of the date Frontier emerges from Chapter 11 will be assumed by the reorganized Frontier companies. Under the terms of the Settlement, Frontier will not decrease its total employee technician staffing level in California through December 31, 2023 and it commits to evaluating and increasing its employee technician staffing levels dedicated to service performance to enable the California ILECs to meet the G.O. 133-D standards through December 31, 2023. Frontier will also keep its California call centers open through December 31, 2023, and, within one year of exiting bankruptcy, provide training to its technicians on mixed generation technologies. In addition, Frontier and CWA will meet and confer quarterly regarding updates on settlement commitments, service quality, hiring, training and any issues arising under its collective bargaining agreements with CWA.

¹¹ *In re Frontier Communications Corporation, et al.*, Case No. 20-22476 (RDD) (S.D.N.Y.) (08/27/20), Fifth Amended Joint Plan of Reorganization of Frontier Communications Corporation and its Debtor Affiliates Pursuant To Chapter 11 Of The Bankruptcy Code at 56 (“[A]ll employee wages, compensation, and benefit programs, including without limitation, any severance agreements, and collective bargaining agreements, including, without limitation, under any expired collective bargaining agreements, in place as of the Effective Date with the Debtors are hereby assumed by the Reorganized Debtors and shall remain in place as of the Effective Date.”)

6. Is beneficial on an overall basis to state and local economies, and to the communities in the area served by Applicants (Section 854(c)(6)).

Communities and state and local economies will benefit from the capital expenditures, service quality enhancements, and broadband deployment commitments included in the Settlement. With the Settlement, Frontier will fulfill its remaining broadband commitments from the 2015 Verizon transaction and will build out FTTP to at least 350,000 locations over six years, which will enable consumers and businesses in communities within Frontier's service area to benefit from the expanded availability and access to broadband connectivity provided by Frontier.

7. Preserves the jurisdiction of the Commission and the capacity of the Commission to effectively regulate and audit Applicants (Section 854(c)(7)).

Under the terms of the Settlement, the Restructuring will preserve the Commission's jurisdiction and regulatory oversight of the California Operating Subsidiaries. Post-Restructuring, the California Operating Subsidiaries, and, as applicable, Frontier's long-distance providers, will continue to operate within the parameters of the regulatory authority the Commission currently exercises over them.¹² In addition, the Settlement contains specific conditions and requirements within the oversight and enforcement by the Commission and the Company will provide extensive reporting and other requested data to verify compliance with the conditions in the Settlement.

8. Provides mitigation measures to prevent significant adverse consequences that may result (Section 854(c)(8)).

The Restructuring will eliminate debt obligations and effectuate an equity transfer at the parent-company level. However, the Settlement includes more than 40 specific conditions addressing Frontier's Expenditure Commitments, Service Improvement Commitments, Broadband Service Expansion, Pricing, Financial Performance and Reporting and other requirements and includes detailed plans, tracking, and reporting in order to monitor compliance with the Settlement commitments and ensure there are no adverse consequences resulting from the Restructuring.

¹² See FTR-2 (Nielsen Opening) at 26:7-27:7 (confirming that post-Restructuring, all entities currently under Commission jurisdiction will continue to be under the jurisdiction and regulatory power of the Commission).

9. Raises any safety or health considerations, including any effects on 911 service.

Applicants' California operations will remain substantially unchanged, and, therefore, the Restructuring does not raise any health or safety considerations. Health and safety benefits will ensue from Applicants emerging from Chapter 11 as stronger, financially stable service providers that are capable of continuing to provide voice, 911, Internet and other services.¹³ The Settlement also contains additional capital expenditure and service quality commitments that will ensure network maintenance and improvements that will further provide ongoing health and safety benefits.

10. Provides economic and noneconomic benefits to the tribal communities in the area served by Applicants.

Frontier is committed to continuing to deploy or upgrade broadband service on tribal lands in its service territory through a combination of its own funding, federal funding, and CASF grants post-Restructuring. Under the Settlement, Frontier has committed to continue to actively participate in the Commission's CASF program to advance deployment of broadband in unserved and underserved areas of the State, including tribal community areas. Collectively, Frontier's California ILECs have been among the most active landline companies participating in the CASF program. In light of the Applicants' multiple CASF projects in areas that include, or are contiguous to, tribal lands, as well as its commitment to continue to pursue CASF projects that improve service in these areas, tribal communities will benefit from a more financially sound Frontier post-Restructuring. In addition, the Settlement provides that Frontier will dedicate \$11.6 million of capital expenditures over four years to deploy broadband at 25/2-3 Mbps to at least 4,000 locations within tribal lands in its service territory. Frontier has also committed to working with the Parties, the Yurok Tribe and other tribal government representatives related to this broadband deployment commitment and on the implementation of several aspects of this Settlement, including service quality improvement and the identification of two tribal liaisons to more closely coordinate and respond to tribal community concerns.

11. Will result in the transfer or disposal in any form of Applicants’ assets, and whether the Commission should require that local or tribal governments have a right of first offer or a right of first refusal regarding any transfer or disposal of Applicants’ assets.

The Plan confirmed by the Bankruptcy Court does not contemplate any transfer or disposal of any of Applicants’ California assets.¹⁴ Therefore, this Settlement does not address this issue and the Parties believe that the Commission does not need to further address this issue in this proceeding.

12. & 13. Affects the performance of Applicants’ obligations under and compliance with the terms and conditions of laws and Commission decisions, rules, orders, and resolutions, or of Applicants’ obligations and compliance with the terms and conditions relating to Applicants’ status as a Carrier of Last Resort and an Eligible Telecommunications Carrier.

The Restructuring does not alter any of Frontier’s obligations or the California ILECs’ status as Carriers of Last Resort and Eligible Telecommunications Carriers. The California Operating Subsidiaries remain subject to their Certificates of Public Convenience and Necessity, franchise obligations, and regulations imposed by this Commission. Post-Restructuring, the California ILECs, and, as applicable, Frontier’s long-distance providers, will continue to operate within the parameters of the regulatory authority the Commission currently exercises over them. In addition, the Settlement contains more than 40 specific conditions and requirements over which the Commission will continue to exercise oversight and enforcement authority, and the company will provide extensive reporting and other requested data to verify compliance with the conditions in the Settlement.

14 & 15. Affects the rate or price charged to a ratepayer or customer or Applicants’ performance or compliance with the terms and conditions of service to a ratepayer or customer.

Frontier is a Uniform Regulatory Framework (“URF”) carrier and its status as an URF carrier will not be impacted by the Restructuring. In addition, Frontier will continue to offer its two existing low-income broadband plans—Affordable Broadband and Frontier Fundamental Internet—at the same or higher speeds required by the FCC Lifeline program, and at equal to or lower pricing than current rates through December 31, 2023. In addition, Frontier has agreed not

¹⁴ FTR-2 (Nielsen Opening) at 22:1-10.

to increase residential rates for copper-based standalone voice services, fiber-based standalone basic voice service, copper-based broadband services, and copper-based voice/broadband bundles through December 31, 2021. Frontier will also confer with the Parties, the Yurok Tribe and other tribal government representatives to discuss methods of providing the benefits the existing federal and state low income programs to tribal members or tribal organizations or entities in Frontier's California service territory.

16 & 17. Affects Applicants' network infrastructure or broadband deployment.

Frontier has committed to spend at least \$1.75 billion in capital expenditures for network infrastructure and facilities over calendar years 2021-2024 and has agreed to certain minimum milestone expenditure amounts for network infrastructure and facilities, including broadband deployment. At least \$222 million of the committed capital expenditures will be targeted for service quality and network enhancement projects to meet G.O. 133-D standards and improve service quality, network redundancy, and reliability for existing facilities. In addition, Frontier has made substantial broadband commitments that will expand the availability and speed of broadband services to hundreds of thousands of California consumers, including those on tribal lands. Frontier will fulfill its remaining broadband commitments from the 2015 Verizon transaction and will deploy FTTP service to at least 350,000 locations in its California service territory, which will further enhance the availability and speed of broadband services.

18. Affects the performance of Applicants' obligations under, compliance with the terms and conditions of, and future participation in universal service and public purpose programs, including the California Advances Services Fund, the California High Cost Fund-B, California LifeLine Services, the California Teleconnect Fund, the Connect America Fund, and the Deaf and Disabled Telecommunications Program.

Under the Settlement, Frontier agrees to fulfill its remaining CAF II obligations in accordance with the FCC's requirements. As noted above, Frontier also agrees under the Settlement to continue to actively participate in the Commission's CASF program to advance deployment of broadband in unserved and underserved areas of the State, including on tribal lands. Frontier has represented that the California ILECs will continue to participate in universal service and public purpose programs after the Restructuring.¹⁵

¹⁵ FTR-2 (Nielsen Opening) at 26:21-27:2.

19. Has any potential environmental impact requiring consideration under the California Environmental Quality Act (“CEQA”).

The Restructuring does not involve a “project” under Title 14 of the California Code of Regulations, Section 15378 and does not have any potential for effectuating a physical change in the environment. As such, it should be categorically exempt under the Class 1 classification of the existing facilities exemption (Cal Code Regs., Title 14, § 15301). Accordingly, there are no negative environmental impacts associated with the Restructuring and no CEQA review is necessary. As identified in the Application, the Commission has reached this conclusion in connection with prior applications that do not request “authority for new construction” and will not “result in any changes to the current use of assets.”¹⁶

20. Affects Applicants’ provision of special access services, including backhaul services.

Under the terms of the Settlement, Frontier agrees to target a portion of its capital expenditure commitment to improving scale, quality, and reliability of backhaul services. In addition, Frontier has explained that the Plan requires Frontier to assume executory contracts.¹⁷ Therefore this Settlement helps ensure that the Restructuring will not adversely affect the California ILECs’ provision of special access or backhaul services.

21. Will increase, modify, or affect the Commission’s responsibilities regarding the regulation of Applicants.

As previously specified with respect to the above criteria, the Settlement does not affect the Commission’s responsibilities regarding the regulation of Applicants, except that the Commission may take action to enforce the Settlement.

The public interest is served in light of all the conditions included in the Settlement, which address all of the concerns raised by Cal Advocates, TURN and CWA in a manner that is acceptable to Applicants and which the Applicants can fulfill without undermining the benefits of the Chapter 11 process. Among other public interest benefits, the Settlement will promote

¹⁶ Application at 24:17-22; see e.g., Application of Frontier Communications Corp., D.09-10-056 at 18.

¹⁷ See *In re Frontier Communications Corporation, et al.*, Case No. 20-22476 (RDD) (S.D.N.Y.) (08/27/20), Findings Of Fact, Conclusions Of Law, And Order Confirming The Fifth Amended Joint Plan Of Reorganization Of Frontier Communications Corporation And Its Debtor Affiliates Pursuant To Chapter 11 Of The Bankruptcy Code at 14 and 20-21 (“the Plan proposes no rate changes subject to the jurisdiction of any governmental regulatory commission” and provides for the assumption of Executory Contracts by Reorganized Frontier).

public welfare by helping ensure that Frontier can emerge from Chapter 11 with reduced debt and be in a stronger financial position to provide high-quality and reliable services to California consumers. For these reasons, the Settlement is in the public interest and should be approved.

V. CONCLUSION

Based on the foregoing, the Parties respectfully request that the Commission grant this Joint Motion and adopt the Settlement in its entirety as a determination of public interest pursuant to the applicable requirements of Sections 853 and 854 of the Public Utilities Code.

Executed at San Francisco, California on this 24th day of December 2020.¹⁸

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¹⁸ Pursuant to Commission Rule 1.8(d), counsel for Applicants is authorized to sign this Joint Motion on behalf of the Parties.

Exhibit 1

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Application of Frontier Communications Corporation, Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (U 1024 C), Frontier Communications of the Southwest Inc. (U 1026 C), Frontier Communications Online and Long Distance Inc. (U 7167 C), Frontier Communications of America, Inc. (U 5429 C) For Determination That Corporate Restructuring Is Exempt From or Compliant With Public Utilities Code Section 854.

A.20-05-010

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement”) is entered into as of December 24, 2020, by and between Frontier Communications Corporation, Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (U 1024 C), Frontier Communications of the Southwest Inc. (U 1026 C), Frontier Communications Online and Long Distance Inc. (U 7167 C), and Frontier Communications of America, Inc. (U 5429 C) (collectively, “Frontier” or “Applicants”), Public Advocates Office at the California Public Utilities Commission (“Cal Advocates”), The Utility Reform Network (“TURN”) and the Communications Workers of America, District 9 (“CWA”), collectively referred to as “the Parties,” and each individually as a “Party.”

This Agreement reflects commitments Frontier has agreed to make as a compromise of the Parties’ disputes in this proceeding, and it reflects Cal Advocates’, TURN’s and CWA’s agreement that, based on those commitments by Frontier, the concerns expressed in Cal Advocates’, TURN’s and CWA’s pleadings, testimony, and appearances regarding the Application (“A.”) 20-05-010 and Frontier’s proposed Restructuring are resolved. All terms of

this Agreement are expressly contingent upon: (1) the California Public Utilities Commission's ("Commission") adoption of this Agreement as a resolution of Cal Advocates', TURN's and CWA's concerns and recommendations in this proceeding, (2) the issuance of a Commission decision confirming that the Restructuring and the transfer of control comply with Public Utilities Code Section 854, and (3) the consummation of Frontier's corporate Restructuring and emergence from Chapter 11 as described in the Application and consistent with the Plan of Reorganization confirmed by the Bankruptcy Court on August 27, 2020.¹ To the extent that Frontier, Cal Advocates, TURN or CWA have previously recommended conditions that are inconsistent with this Agreement, those positions are hereby modified to conform to the compromise reached herein, which all Parties agree is in the public interest. The Parties agree that this Agreement represents a resolution of all disputes between them and is fundamentally fair, reasonable in the light of the whole record, consistent with the law, and in the public interest. The Parties further agree that Frontier's corporate Restructuring and emergence from Chapter 11 as described in the Application, subject to the conditions specified in this Agreement, is in the public interest, consistent with applicable law, and fair and reasonable in light of the whole record.

RECITALS

WHEREAS, Frontier Communications Corporation is the parent holding company for three California Incumbent Local Exchange Carriers: Frontier California Inc., Citizens

¹ *In re Frontier Communications Corporation, et al.*, Case No. 20-22476 (RDD) (S.D.N.Y.) (08/27/20), Findings Of Fact, Conclusions Of Law, And Order Confirming The Fifth Amended Joint Plan Of Reorganization Of Frontier Communications Corporation And Its Debtor Affiliates Pursuant To Chapter 11 Of The Bankruptcy Code. The final approved Plan confirmed by the Bankruptcy Court was submitted to the Commission on August 27, 2020. See *Supplement to Applicants' Response to ALJ Ruling Authorizing Submission of Plan of Reorganization*, at Exhibit 1.

Telecommunications Company of California Inc., and Frontier Communications of the Southwest Inc. (the “California ILECs”); and

WHEREAS, Frontier Communications Corporation is the parent holding company for two interexchange carriers with operations in California: Frontier Communications Online and Long Distance Inc. (U 7167 C), and Frontier Communications of America, Inc. (U 5429 C) (together the “California IXC”);

WHEREAS, on April 14, 2020, Frontier Communications Corporation, as well as more than 100 of its subsidiaries across the country, including the California ILECs and the California IXC, filed for chapter 11 relief under Title 11 of the United States Code (“Chapter 11”) in the Bankruptcy Court for the Southern District of New York² (“Bankruptcy Court”); and

WHEREAS, this proceeding was initiated through the Application filed on May 22, 2020 by Frontier; and

WHEREAS, Cal Advocates, TURN, CWA, the California Emerging Technology Fund (“CETF”), the Greenlining Institute, the Center for Accessible Technology, the Rural County Representatives of California (“RCRC”) and the Yurok Tribe are parties to this proceeding; and

WHEREAS, a telephonic pre-hearing conference in this proceeding took place on July 24, 2020; and

WHEREAS, on August 5, 2020, a Scoping Memo and Ruling of Assigned Commissioner was issued defining the scope of issues in this proceeding and exempting the Application from certain elements of Section 854;³ and

² *In re Frontier Communications Corporation, et al.*, Case No. 20-22476 (RDD) (S.D.N.Y.).

³ See *Scoping Ruling* at 3-4 (exempting Sections 854(b)(2), 854(b)(3), and 854(c)(5) from the standard of review in this case).

WHEREAS, on August 27, 2020, the Bankruptcy Court approved Frontier's Plan of Reorganization ("Plan," along with the contemplated transactions thereunder, the "Restructuring"), which was filed in this proceeding on that day; and

WHEREAS, a virtual workshop and public participation hearing was held on October 7, 2020; and

WHEREAS, testimony previously served by Frontier, Cal Advocates, TURN, and CWA was admitted into the record by the Administrative Law Judge during the period November 9-13, 2020; and

WHEREAS, Frontier, Cal Advocates, TURN, CWA, and CETF filed opening briefs on November 18, 2020; and

WHEREAS, Frontier, Cal Advocates, TURN, CWA, and CETF filed reply briefs on December 10, 2020;

WHEREAS, the Parties have conferred regarding the possibility of Agreement in this case, and in accordance with Rule 12.1(b) noticed and scheduled seven days in advance and conferred with other parties in this proceeding in a settlement conference on December 11, 2020;

WHEREAS, the Parties have reached the terms of an Agreement that the Parties believe is in the public interest, reasonable in light of the record, and consistent with law, as set forth herein.

AGREEMENT

NOW, THEREFORE, based upon mutual agreement reflected in this Agreement, Frontier, Cal Advocates, TURN, and CWA agree to resolve their issues raised in this proceeding as follows:

A. Expenditures Commitments

1. Frontier will spend at least \$1.75 billion in capital expenditures within California over four calendar years—2021-2024. At least \$222 million of these capital expenditures will be for service quality and network enhancement projects to meet Commission General Order (“G.O.”) 133-D standards and improve service quality, network redundancy, and reliability for existing facilities and will be exclusive of expenditures related to Fiber to the Premises (“FTTP”) deployment as described in paragraph 19 of this Agreement.⁴ No more than 10% of the \$1.75 billion, or \$175 million, may come from the Federal Communications Commission’s (“FCC”) Rural Digital Opportunity Fund (“RDOF”) or the California Advanced Services Fund (“CASF”). Frontier will expend a minimum of \$400 million per year for each of the four years. By the end of year two, Frontier will meet at minimum 50% of the capital expenditure commitment (\$875 million) and by the end of year four, Frontier will meet at minimum 100% of the capital expenditure commitment (\$1.75 billion).⁵

⁴ For purposes of this Agreement, FTTP means Frontier will deploy fiber-optic facilities in an optical distribution network from its central offices to the public right of way, utility pole or easement immediately adjacent to the potential subscriber’s premises, including residential, multi-dwelling unit and commercial location. If a consumer subscribes to service, the fiber and optical distribution network will be connected with fiber-optic cable to the customer location demarcation point or optical network terminal.

⁵ The timing of all of the capital expenditure commitments in this paragraph is contingent upon Frontier completing the Restructuring as described in its Application and emerging from Chapter 11 on or before March 31, 2021. To the extent Frontier’s emergence is delayed beyond March 31, 2021, the expenditures timeframes will commence at Frontier’s emergence from Chapter 11 and the applicable period for the capital expenditure commitment will continue for four years thereafter.

2. By March 1, 2021, and annually thereafter for three years, Frontier will provide a California-specific, confidential capital expenditure budget (broken down by California ILEC operating entity and into the Frontier categories of Success Based Capex, Total Revenue Projects, Maintenance⁶, and Other). By March 1st of each year starting in 2022 and annually until March 1, 2025, Frontier will also report actual capital expenditures compared to budgeted capital expenditures annually for the prior calendar year, with an explanation of variances between the budget and actual expenditures. In addition, Frontier will report capital expenditures for service quality and network enhancement projects as part of these annual reports. Frontier's last report on capital expenditures will be issued by March 1, 2025 or earlier, to reflect capital expenditures for calendar year 2024. These reports will be served on Cal Advocates, TURN, CWA, the Yurok Tribe⁷ and the Commission's Communications Division.

B. Service Improvement Commitments

3. Within 60 days after emergence from Chapter 11, Frontier will provide a detailed confidential report that: 1) identifies each wire center by California ILEC; 2) identifies the number of FTTP served locations within each wire center and the total served locations in the wire center; 3) ranks the wire centers by out of service ("OOS") performance for each California ILEC; 4) identifies, by wire center, the "root causes" for OOS events; 5) ranks the root causes for each of the wire centers that fall into the top 25% of non-compliance with the OOS metric; 6)

⁶ "Success-based" capex refers to expenditures directly related to installing services for a new customer and typically occurs after a sale is made. "Revenue projects" capex refers to projects which expand the reach or capacity of the network and improve the company's opportunity to generate revenue. "Maintenance" capex refers to required maintenance on the network in the event of storms or other natural disasters, defective plant, damaged facilities, relocation of facilities, etc.

⁷ As described in paragraph 43, any reports or information identified in this Agreement to be provided by Frontier to the Yurok Tribe, will also be provided by Frontier to the Governor's Office of the Tribal Advisor or to other tribal government representatives at their request and subject to the execution of a confidentiality agreement related to the provision of other confidential data.

identifies each project currently identified to use the “investment in lieu of fines” structure pursuant to G.O. 133-D, including the location, budget, and status of each project; and 7) for each wire center, identifies whether the wire center serves tribal lands and the number of tribal locations served.⁸ This report will be served on Cal Advocates, TURN, CWA, the Yurok Tribe, and the Commission’s Communications Division.

4. Within 90 days after emergence from Chapter 11, Frontier will submit a detailed plan identifying actions Frontier will take to improve service quality, including but not limited to OOS performance. Frontier will prepare this plan with input from Cal Advocates, TURN and CWA. This plan will evaluate and identify the specific geographic wire centers that have experienced the highest number of OOS conditions not restored in 24 hours as well as extended outages consistent with G.O. 133-D OOS reporting requirements. The plan will include data specific to tribal lands. The plan will identify specific actions to be taken by Frontier, including but not limited to plant repair and maintenance, investment and hiring, and semi-annually thereafter, Frontier will submit a report on actions taken, the success and challenges related to those actions, and expenditures made to enhance service quality. Expenditures in this report will be broken down by wire center (or next mutually agreeable level of detail) and further broken down into mutually agreeable categories to allow monitoring of expenditures aimed to address root cause issues (*e.g.* plant, labor, investment, repair). This plan will be provided to Cal Advocates, TURN, CWA, the Yurok Tribe, and the Commission’s Communications Division.

5. For three years after emergence from Chapter 11, Frontier will provide each affected customer a customer credit of \$5/day for any OOS period greater than 24 hours, or \$10/day if the

⁸ This Settlement uses the term “tribal lands” to refer to officially-recognized tribal reservations or lands. The Settlement uses the term “tribal communities” to refer more broadly to groups of current or potential customers with tribal affiliations.

customer is located on tribal lands in addition to any outage credit currently required through a tariff or contract. However, outages exempted in G.O. 133-D will be exempt from this requirement.

6. Frontier will ramp up to come into compliance with the OOS metric in 2021 and will commit to achieve 80% OOS disaggregated by California ILEC and by copper plant in 2022 and 90% disaggregated by California ILEC and by copper plant in 2023 and 2024. If Frontier fails to meet the applicable G.O. 133-D OOS standard disaggregated by California ILEC and by copper plant in any month in any of these three years (2022 – 2024), the applicable California ILEC will be subject to an incremental tiered penalty beyond G.O. 133-D requirements of: up to \$7 million/year if one or more of the three California ILECs misses the metric by more than 10%; or up to \$3.5 million/year if any of the three California ILECs misses the metric by 10% or less. Any penalty shall be calculated per California ILEC based on a proportionate number of access lines for each Frontier California ILEC relative to the total aggregate access lines for the three California ILECs multiplied by the applicable aggregate penalty of \$7 million or \$3.5 million applied on a per month basis for each month a California ILEC misses the metric.⁹ Unlike G.O. 133-D, where a penalty arises only after a chronic failure, the penalty in this paragraph 6 applies each month that a California ILEC fails to meet the metric. This penalty shall be deployed as incremental expenditures targeted at service quality, in addition to the aggregate capital expenditure commitments discussed in paragraph 1 above and in addition to the current penalty/investment structure in G.O. 133-D. In the event an additional penalty is incurred under

⁹ For example, if Frontier California Inc. has 80% of total lines served by the three Frontier California ILECs and it misses the metric by 7%, the penalty will be 80% (percentage of access lines) multiplied by \$3.5 million, or \$2,800,000. The penalty is calculated as follows: the total maximum penalty for the year for Frontier California Inc. (\$2,800,000), divided by 12 months equals \$233,333 per month multiplied by each month it misses the metric by 10% or less. This penalty amount would double each month (\$466,666) Frontier California Inc. missed the metric by more than 10%.

this provision, Frontier will consult with Cal Advocates, TURN, and CWA to discuss the potential areas for the expenditures, including potential expenditures on tribal lands and/or in tribal communities, and Frontier will provide a report to the Commission's Communications Division, Cal Advocates, TURN, CWA, and the Yurok Tribe by March 1 of the following year that identifies its planned incremental penalty expenditures, the locations/wire centers and budget for each project where these incremental penalties will be spent, how the projects are expected to enhance service quality, and shall report by March 1 of the following year, project status including any variance from the budget and the impact/result on OOS performance.

7. Frontier will not decrease the total employee technician staffing level in California (as referenced in Mr. Mark D. Nielsen's October 9, 2020 confidential testimony at p. 52, and included in Frontier's response to PAO DR-09) over the next three years through December 31, 2023. In addition, Frontier will commit to evaluating and increasing its employee technician staffing levels to meet the G.O. 133-D standards through December 31, 2023 as determined by Frontier in consultation with Cal Advocates, TURN and CWA.

8. Frontier commits to keep the following call center operations (as constituted by the listed job titles in the event of a name change to any of these centers) open and in operation through December 31, 2023:

Camarillo Customer Support

- CPE Sales Support Specialist

Camarillo Enterprise

- Business Sales Support Specialist

Camarillo ERATE

- Business Sales Support Specialist

Newbury Park Credit and Collections

- Consumer Consultant

Newbury Park FCCD

- Consumer Sales Consultant – VCCD

Newbury Park Residential Center

- Consumer Consultant
- Consumer Sales Consultant

Long Beach MSSC

- Language Assistance Consumer Sales Consultant
- Language Assistance Consumer Sales Consultant - VCCD
- Language Assistance Consumer Consultant

Pomona

- Customer Care Advocate
- Language Customer Care Advocate

Pomona Business Commercial Center

- Business Customer Support Representative
- Business Service Representative
- Business Customer Representative
- Language Assistance Business Customer Representative
- Language Assistance Business Customer Support Representative

Victorville HOA/OSC/MDU Center

- Consumer Consultant

9. For five years starting after Frontier emerges from Chapter 11, Frontier will file quarterly reports (starting with the first full quarter following Frontier’s emergence from Chapter 11) with employee and customer counts for California, breaking down the number of employees by function and location (California-based and outside California). The reports will specify to what extent employees outside California support Frontier’s California operations. Frontier will provide information in the same format for its national employees and customers. In addition,

Frontier will provide the same information related to its use of contractors for network and service quality enhancements in California. The information and reports related to this condition will be provided on a confidential basis to the Commission's Communications Division, Cal Advocates, TURN, and CWA.

10. Within 180 days after emergence from Chapter 11, Frontier will retain an independent expert survey consultant to conduct semi-annual customer satisfaction surveys (similar to the 2015 Verizon settlement agreement,¹⁰ but with a larger sample size and addressing additional issues). Frontier will hold joint meetings with Cal Advocates, TURN, CWA, the Yurok Tribe and other public interest consumer groups to discuss and provide input regarding the scope, sample size and questions to be included in the survey.

11. After completion of the surveys, Frontier will present the findings of the survey in jointly held confidential meetings with the consultant identified in paragraph 10, Cal Advocates, TURN CWA, the Yurok Tribe, and other public interest consumer groups. The survey period will include six semi-annual surveys over three years, and will include surveying customers who have called with trouble reports and customers with closed or completed installation service orders during each month for the prior six-month period. The survey will measure customer satisfaction with resolution of these issues, along with other actionable concerns. Frontier will commit that this survey will include questions to customers on the following topics:

- Customer awareness of digital voice service back up power requirements;
- Customer service;
- Customer satisfaction with broadband and voice services (including VoIP); and
- Affordability.

¹⁰ D.15-12-005, Appendix F, at Exhibit 1 ("Verizon Settlement Agreement").

12. Frontier will provide the Communications Division, Cal Advocates, TURN, CWA, and the Yurok Tribe with California-specific semi-annual reports for 2021 on September 1, 2021 and March 1, 2022 and annual reports thereafter through 2024 on March 1st for the following customer service initiatives in response to customer service performance problems identified in Frontier’s “Modernization Report.”¹¹ These reports shall be confidential and quantify for each California ILEC the volume of escalated customer complaints related to the following issues:

- Being bounced around from agent to agent who are unable to help resolve a problem;
- Never hearing back from Frontier as a follow up to a problem;
- Failing to execute on a service change, truck, shipment, credit;
- Unexplained changes to bill as a result of an unrelated service change;
- Inflexibility in crediting accounts for Frontier caused problems; and
- Repeated problems with service particularly for low speed copper customers.

13. Frontier also will provide the Commission’s Communications Division, Cal Advocates, TURN, CWA, and the Yurok Tribe on a confidential basis within 60 days after emergence from Chapter 11, a California-specific report including a narrative discussion and further description of each initiative, and the status of implementation of each item described in the Frontier Modernization Report listed below:

- Playbook (Plan) for agents/techs to handle difficult situations effectively and consistently;
- Defining, monitoring, and managing bad agent/tech behavior;
- Reducing flows (customer order processes) that require manual intervention in a business that should be automated and real-time;

¹¹ Frontier produced the Network Modernization Plan Update RSA Deliverable dated August 12, 2020 (“Modernization Report”) in response to TURN Request 1.15.

- Simplifying tool flows (customer order processes) and implementing guard rails to minimize execution errors;
- Simplifying customer base and redesigning service change logic to be more rational;
- Differentiating policies by customer quality and managing exceptions through reporting vs hard rules; and
- Developing special handling for customers with chronic/intermittent/unresolvable tech problems.

Frontier will provide an annual report due on March 1st of each year, which updates the initial report through 2023.

14. Furthermore, Frontier will provide the Commission’s Communications Division, Cal Advocates, TURN, CWA, and the Yurok Tribe on a confidential basis within 30 days after emergence from Chapter 11, a California-specific report including a narrative discussion and further description of each customer retention and other items listed below:

- Segmenting customer base for differential treatment;
- Policies and authorizations for providing credits;
- Incentives balancing churn and spend;
- Active takedown and price increase management;
- Customer communications;
- Self-service initiatives; and
- Tool consolidation and modernization.

Frontier will provide an annual report due March 1st of each year, which updates the initial report through 2023.

15. Frontier will identify and retain two (2) employee tribal liaisons – one in Frontier’s Northern California service area and one in Frontier’s Southern California service area—tasked to work with and improve customer service on tribal lands and for tribal governments and tribal customers served by Frontier.

C. Broadband Services Expansion

16. Frontier reaffirms and will fulfill its remaining broadband commitments from the 2015 Verizon Settlement Agreement (“Verizon Agreement Broadband Commitments”)¹² and Frontier will fulfill the remaining CAF II obligations in accordance with the FCC’s requirements. Within 90 days of emergence from Chapter 11 and for projects that have not commenced (*i.e.*, the engineering, procurement or construction phase has not started), Frontier will evaluate and report whether and to what number and percentage of locations it will exceed its remaining Verizon Agreement Broadband Commitments consistent with the goals set forth in the California Governor’s Executive Order N-73-20. The preceding requirement will not apply to the CAF II obligations.

17. Based on U.S. Census data for tribal lands, provided to Frontier by the Commission’s Communications Division, Frontier estimates that there is a population of approximately 55,000 people and approximately 24,000 tribal households on 41 tribal lands in Frontier’s California service territory. In addition to Frontier’s outstanding Verizon Agreement Broadband Commitments and the FTTP broadband commitments described below, Frontier will agree to dedicate \$11.6 million of capital expenditures over 4 years to deploy at minimum 25 Megabits per second (“Mbps”) download and 2-3 Mbps upload service (25/2-3 Mbps) to at least 4,000 locations within tribal lands in Frontier’s service territory. Frontier will review the feasibility of and strive to deploy broadband speeds higher than the 25/2-3 Mbps to these locations. As part of the deployment of the 4,000 locations Frontier will consult with Cal Advocates, TURN, CWA, the Yurok Tribe and other tribal government representatives to discuss the potential areas for deployment.

¹² Verizon Settlement Agreement, D.15-12-005, Appendix F, at Exhibit 1, pp. 6-7.

18. Frontier affirms that its “operations” in California will be classified as “InvestCo,” a designation signifying that the reorganized Frontier will conduct fiber deployments consistent with Article IX.A.10 of the Plan of Reorganization approved by the Bankruptcy Court on August 27, 2020 and the Restructuring Support Agreement executed by Frontier on April 14, 2020.¹³

19. Frontier commits to FTTP buildout to at least 350,000 locations within six years from approval of the Settlement with the following milestones: 100,000 locations by December 31, 2022; 250,000 locations by December 31, 2024; and 350,000 locations by December 31, 2026.¹⁴ Frontier agrees that no less than 150,000 of the total 350,000 locations will be locations Frontier identified in its Modernization Report projections as having an Internal Rate of Return (“IRR”) of less than 20%. The 350,000 FTTP locations will not be considered to fulfill the Verizon Agreement Broadband Commitments that remain outstanding as of Frontier’s emergence from Chapter 11 and buildout obligations under any RDOF awards. However, for clarity, to the extent Frontier upgrades locations with FTTP after December 31, 2020 to which it had deployed broadband service of 6/1 Mbps and 10/1 Mbps under its Verizon Agreement Broadband Commitments on or before December 31, 2020, those locations can be considered in fulfilling this 350,000 FTTP commitment.

20. Frontier will provide the Commission’s Communications Division, Cal Advocates, TURN, CWA, and the Yurok Tribe a detailed plan within 60 days from emergence from Chapter

¹³ The final approved Plan confirmed by the Bankruptcy Court was submitted to the Commission on August 27, 2020. *See Supplement to Applicants’ Response to ALJ Ruling Authorizing Submission of Plan of Reorganization, at Exhibit 1.* The Restructuring Support Agreement was attached as Exhibit B to the Application.

¹⁴ The timing of all of the FTTP deployments in this paragraph is contingent upon Frontier completing the Restructuring as described in its Application and emerging from Chapter 11 on or before March 31, 2021. To the extent Frontier’s emergence is delayed beyond March 31, 2021, the deployment timeframes will commence at Frontier’s emergence from Chapter 11 and the applicable period for the FTTP deployment commitment will continue for six years thereafter.

11 that estimates the number of locations and the individual locations by census block for the first 100,000 FTTP locations to be completed by December 31, 2022. Frontier will identify for each planned location the census block and whether the locations are residential, commercial or located on tribal lands. Frontier will also provide additional demographic information describing whether the location is an anchor institution¹⁵ and whether the location falls within a census block designated as low-income and/or underserved, to the extent such information is available. The plan will also detail locations broken down by California ILEC. As part of the deployment of the 150,000 locations with an IRR of less than 20%, Frontier will also meet with Cal Advocates, TURN, CWA, the Yurok Tribe and other tribal government representatives to discuss the potential areas for deployment, including tribal lands and tribal communities and taking in consideration the RDOF auction assigned support awarded to Frontier and the other service providers in Frontier's California service territory. Frontier will update this plan annually by March 1st each year for the FTTP locations to be completed that calendar year.

21. By March 1, 2022 and annually thereafter until the 350,000 locations are completed, Frontier will provide a progress report including the number of completed, built-out FTTP locations by census block and identify which locations have an IRR of less than 20%. Frontier will identify for each completed, built-out FTTP location whether the location is residential, commercial, and/or located on tribal lands. Frontier will also provide additional demographic information describing whether each location is an anchor institution, and whether the location falls within a census block designated as low-income and/or underserved, to the extent such information is available, and the expected broadband service offerings, including pricing. The

¹⁵ Anchor institutions are public institutions like schools, libraries, health institutions, and public safety facilities. See https://www.cpuc.ca.gov/Broadband_Availability/

reports in paragraph 20 and 21 will be provided on a confidential basis to the Commission's Communications Division, Cal Advocates, TURN, CWA, and the Yurok Tribe.

22. In addition, Frontier agrees to target a portion of its capital expenditure commitment to improving scale, quality, and reliability of backhaul and expanding broadband deployment in unserved and underserved communities in rural areas. Frontier will continue to actively participate in the Commission's CASF program to advance deployment of broadband in unserved and underserved areas of the State, including tribal lands. Frontier will submit an annual report to the Communications Division, Cal Advocates, TURN, CWA, the and the Yurok Tribe on March 1st for each year, for three years on initiatives and expenditures related to these issues.

23. Frontier shall provide a report to Communications Division, Cal Advocates, TURN, and CWA on a confidential basis, identifying the specific census block groups in California in which it placed RDOF bids, the wire centers identified for each project, the amount of each of Frontier's bids, and the name and bid amount of the winning bidder, and the winning bid if different from Frontier's bid, in each specific census block group in California in which Frontier placed a bid, all subject to FCC disclosure limitations, within 30 days after emergence from Chapter 11.

D. Pricing

24. Frontier will continue to offer through December 31, 2023 its two existing low-income broadband plans in California, Affordable Broadband and Frontier Fundamental Internet (which is a stand-alone service offering) at the same or higher speeds as required by the FCC Lifeline program and at equal to or lower pricing than current rates. Within 90 days of its emergence from Chapter 11, Frontier shall meet with Cal Advocates, TURN, CWA, the Yurok Tribe and other tribal government representatives to discuss the provision and expansion of the benefits of

the existing federal and state communications low income programs to tribal governments, tribal members, tribal organizations and/or tribal entities in Frontier's California service territory.

25. Through December 31, 2021, Frontier will not increase residential rates for copper-based standalone voice services, fiber-based standalone basic primary voice service, copper-based broadband services, and copper-based voice/broadband bundles.

26. Frontier will provide the Communications Division, Cal Advocates, TURN and CWA, on a confidential basis, within 60 days after emergence from Chapter 11, a California-specific report, including a narrative discussion and further description including specification of products and services, separately for each California ILEC for which Frontier plans to increase deposits and/or introduce higher upfront fees.

E. Financial Performance & Reporting

27. Within 30 days of the completion of Virtual Separation Report described in the Plan of Reorganization,¹⁶ the final version of which is expected to be delivered by March 31, 2021, Frontier will provide a complete and unredacted copy of the Virtual Separation Report to the Communications Division, Cal Advocates, TURN and CWA on a confidential basis. Frontier shall also provide narrative language which states with specificity what "better understanding" it has regarding "the economics and financial data for" California, broken out by operating entity to the extent available and applicable, based on the "more precise state-level financial revenue and expense data" expected by completion of the virtual separation process. Finally, Frontier will meet with Cal Advocates, TURN and CWA within 30 days of providing the Virtual Separation

¹⁶ The Plan references a "detailed report regarding a virtual separation under the same ownership structure of select state operations where the Reorganized Debtors will conduct fiber deployments from those state operations where the Reorganized Debtors will perform broadband upgrades and operational improvements." *Plan of Reorganization*, Section IX, Conditions Precedent, at 9.

Report, or on alternative dates as mutually agreed, to discuss the Virtual Separation Report and answer questions about its significance for California.

28. Frontier will provide, on a confidential basis, complete and unredacted documents to the Commission's Communications Division, Cal Advocates, TURN and CWA showing the "internal revenue and cost sharing model based around the Virtual Separation" (Restructuring Term Sheet, "Business Plan," page 9), the final version of which is expected to be delivered by March 31, 2021. On a one time basis, within 90 days after providing the Report referenced in paragraph 27 to the Commission's Communication Division, Cal Advocates, TURN, and CWA, Frontier will also provide pro forma FY 2020 financial statements (Income Statement and Balance Sheet) for each California ILEC: a) using the current chart of accounts, accounting practices and expense allocation methodologies; and b) using the revised chart of accounts, accounting practices and expense allocation methodologies developed under the virtual separation process as contained in the Virtual Separation Report. Frontier will provide narrative language describing the extent to which capitalization of labor and expenses may differ for each of the three California ILECs using the Virtual Separation cost allocation methodology versus pre-Virtual Separation accounting and allocation methodologies.

29. Frontier will provide the Commission's Communications Division, Cal Advocates, TURN and CWA annual variance reports on a confidential basis tracking variances between the projected amounts shown in Frontier's Exhibit E Financial Projections ("Base Case" income statements, statement of cash flows, and balance sheet, included with the Disclosure Statement) for each projection year versus actual achieved results, with an explanation of material differences between projected and actual results, for each line item. The initial report for 2020

shall be provided within 90 days after emergence from Chapter 11, and annually thereafter on April 1st through 2023.

30. Frontier will provide the Commission's Communications Division, Cal Advocates, TURN and CWA annual variance reports tracking variances between the projected amounts shown in Frontier's response to PAO 2.6 CONFIDENTIAL attachment ("Base Case" detailed revenues, direct and indirect expenses, EBITDA and Capex) for each projection year versus actual achieved results, with an explanation of the material differences between projected and actual results, for each line item. The initial report for 2020 shall be provided within 90 days after emergence from Chapter 11, and annually thereafter on April 1st through 2023. The annual variance report shall be broken down by each California operating company with statewide totals allocated to each on a percentage of revenues basis.

31. Frontier agrees that its California ILECs will not make debt payments associated with the Restructuring and commits not to be debtors, guarantors or to pledge/encumber the assets of California ILECs for existing/assumed debt as part of the Restructuring, excluding the pre-bankruptcy debt obligation of \$200 million already directly held by Frontier California Inc., or to directly issue new debt without Commission approval.

32. For three years following emergence from Chapter 11 and to the extent permitted by Securities and Exchange Commission disclosure limitations, Frontier will provide to the Communications Division, Cal Advocates, TURN, and CWA information regarding dividends declared by the parent Frontier company Board and any written dividend policy.

33. For three years following emergence from Chapter 11, Frontier will submit within 30 days, a report to the Commission's Communications Division, Cal Advocates, TURN and CWA identifying the amount and timing of any dividends declared and paid by the California ILECs.

34. Within 90 days of emergence from Chapter 11, Frontier will submit to Cal Advocates, TURN and CWA a report identifying the debt-to-equity ratio of each of its California ILECs and for the parent Frontier company. For reference, Frontier will also include in the report the industry average debt-to-equity ratio based on comparable public peers, which would include but it is not limited to Consolidated Communications, Lumen Technologies (CenturyLink), Windstream, TDS Telecommunications, Inc. and other comparable public peer companies mutually agreed up on the Parties. Supporting documentation including data sources and calculations shall be provided with this report.

35. By March 1, 2021, and annually thereafter for three years, Frontier will submit an annual report to Communications Division, Cal Advocates, TURN and CWA on a confidential basis that contains the debt-to-equity ratio of each of its three California ILECs and for the Frontier parent company and an updated industry average ratio as described in paragraph 34. Supporting documentation, including data sources and calculations, shall be provided with this report. Frontier will provide an explanation to Communications Division, Cal Advocates, TURN and CWA on a confidential basis describing any material changes in the debt-to-equity ratio for any of the three California ILECs or the Frontier parent company. If the debt-to-equity ratio for any of the Frontier entities has materially changed (increased 20% from the previously reported Frontier ratios), Frontier will file a Tier 2 Advice Letter with the Commission describing the reason for the change in the debt-to-equity ratio, as well as data and information regarding the industry average ratios and a status update on the capital investment requirement as agreed to in paragraph 1 of this Agreement.

F. Miscellaneous

36. Frontier will notify the Communications Division, Cal Advocates, TURN and CWA of the date it emerges from Chapter 11 within 5 days of its emergence from Chapter 11.

37. Frontier shall meet and confer with CWA quarterly regarding updates on settlement commitments, service quality, hiring, training and any issues arising under its collective bargaining agreements with CWA.

38. Within 1 year of its emergence from Chapter 11, Frontier will offer and provide training for its employee technicians in California on mixed generation technologies.

39. Frontier and CWA agree that their current collective bargaining agreements in California are currently in effect as of the execution of this Agreement and remain in effect through the current extension date of September 4, 2021. Frontier reaffirms and CWA agrees that under the Plan approved by the Bankruptcy Court these collective bargaining agreements that are in place as of the date Frontier emerges from Chapter 11 will be assumed by the reorganized Frontier companies and shall remain in place at emergence from Chapter 11. Frontier reaffirms its commitment to fulfill the terms of these California agreements through the remainder of the collective bargaining agreements extended terms, however, CWA and Frontier agree that any and all grievances, arbitrations, disputes, violations, remedies, issues or claims under the collective bargaining agreements will be resolved by the terms of those agreements and will not be submitted to, considered or addressed by the Commission.

40. Frontier shall invite the Governor's Office of the Tribal Advisor, the Yurok Tribe and other tribal government representatives and conduct quarterly meetings with interested tribal representatives regarding updates on settlement commitments, service quality, broadband deployment and any issues with Frontier's services impacting tribal lands or tribal communities.

41. Frontier and its California subsidiaries will provide data requested by the Communications Division, Cal Advocates, TURN and CWA subject to the Commission's discovery rules, to verify compliance with the conditions in the Agreement.
42. Any information supplied to CWA pursuant to this Agreement shall be governed by a separate confidentiality agreement to be entered into between CWA and Frontier.
43. Any information supplied to the Yurok Tribe pursuant to this Agreement shall be governed by a separate confidentiality agreement to be entered into between the Yurok Tribe and Frontier. Any reports or information identified in this Agreement to be provided by Frontier to the Yurok Tribe, will also be made available by Frontier to the Governor's Office of the Tribal Advisor or to other tribal government representatives at their request and subject to the execution of a confidentiality agreement related to the provision of confidential data.
44. If at any point after this Agreement is adopted, the Parties mutually agree in writing that any report specified in this Agreement is unnecessary, duplicative, or otherwise not needed, or that the timing of a report should be modified, the Parties shall reflect their agreed-upon modification in a letter to the Executive Director, Tier 1 advice letter or other mutually agreed upon notification to be submitted to the Commission.
45. Except as otherwise specified in this Agreement or as may be extended by mutual agreement of the Parties, the obligations in this Agreement will expire on December 31, 2024.
46. The Parties will file a Joint Motion seeking Commission approval of the Agreement in its entirety and without change. Frontier and its California subsidiaries consent to the jurisdiction of this Commission to enter an order enforcing this Agreement.
47. The Parties agree to use their best efforts to obtain Commission approval of the Agreement. The Parties will request that the Commission approve the Agreement without change

and find the Agreement to be reasonable, consistent with the law and in the public interest. The Parties will take no action inconsistent with or in opposition to this Agreement at the Commission or in any other forum or jurisdiction, including the FCC.

48. This Agreement is being presented as an integrated package such that Parties are agreeing to this Agreement as a whole, as opposed to agreeing to specific elements to this Agreement. If the Commission adopts this Agreement with modifications or additions, all Parties must consent to the modifications or additions or any Party may void this Agreement, but only after such Party provides the other Parties to the Agreement with the opportunity to meet and confer in good faith regarding the proposed modifications or additions.

49. This Agreement was jointly prepared by all Parties to the Agreement and any uncertainty or ambiguity existing in the document will not be interpreted against any Party on the basis that such party drafted or prepared the Agreement.

50. By signing below, each of the undersigned represents and warrants that he/she/they is authorized to sign this Agreement on behalf of the Party for whom he/she/they signs and thereby binds such Party to the terms of this Agreement.

51. This Agreement constitutes and represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, negotiations, representations, warranties and understandings of the Parties with respect to the subject matter set forth herein.

52. The Parties agree that the Commission's adoption of this Agreement should not be construed as an admission or waiver by any Party regarding any fact, matter of law, or issue thereof that pertains to the subject of this Agreement. Further, the Parties agree that the obligations set forth in this Agreement are without prejudice to positions each Party has taken, or may hereafter take, in any proceeding in another state, or in any proceeding at the Commission.

In accordance with the Commission's Rules of Practice and Procedure, Rule 12.5, the Parties intend that the Commission's adoption of this Agreement be binding on each Party, including its legal successors, predecessors, assigns, partners, joint ventures, shareholders, members, representatives, agents, attorneys, parent or subsidiary companies, affiliates, officers, directors, and/or employees. Adoption of this Agreement does not constitute approval of, or precedent regarding, any principle in any future proceeding, unless the Commission expressly provides otherwise.

53. If a Party fails to perform its respective obligations under this Agreement, after reasonable notice and opportunity to cure its default, any other Party may come before the Commission to pursue a remedy including enforcement. The Parties acknowledge that the Commission may assert jurisdiction to enforce the terms and conditions of this Agreement.

54. This Agreement may be amended or changed only by a written agreement signed by all Parties and approved by the Commission.

55. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and the rules, regulations and General Orders of the California Public Utilities Commission.

56. This Agreement may be executed in one or more counterparts, and each of which when so executed and delivered will be an original and all of which together will constitute one and the same instrument.

****END****

Signature Page to Follow:

Executed on December 24, 2020



Frontier Communications Corporation

Printed Name: Mark D. Nielsen

Title: EVP and Chief Legal Officer

Public Advocates Office at the California
Public Utilities Commission

Printed Name: _____

Title: _____

The Utility Reform Network

Printed Name: _____

Title: _____

Communications Workers of America, District 9

Printed Name: _____

Title: _____

Executed on December 24, 2020

Frontier Communications Corporation

Printed Name: _____

Title: _____

/ s / Christopher Ungson

Public Advocates Office at the California
Public Utilities Commission

Printed Name: Christopher Ungson

Title: Deputy Director

The Utility Reform Network

Printed Name: _____

Title: _____

Communications Workers of America, District 9

Printed Name: _____

Title: _____

Executed on December 24, 2020

Frontier Communications Corporation

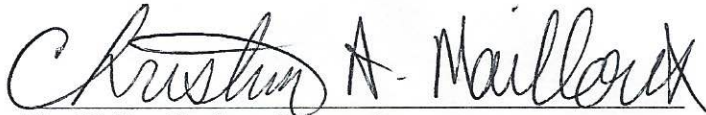
Printed Name: _____

Title: _____

Public Advocates Office at the California
Public Utilities Commission

Printed Name: _____

Title: _____



The Utility Reform Network

Printed Name: Christine Mailloux

Title: Staff Attorney

Communications Workers of America, District 9

Printed Name: _____

Title: _____

Executed on December 24, 2020

Frontier Communications Corporation

Printed Name: _____

Title: _____

Public Advocates Office at the California
Public Utilities Commission

Printed Name: _____

Title: _____

The Utility Reform Network

Printed Name: _____

Title: _____



Communications Workers of America, District 9

Printed Name: Rachael Koss _____

Title: _____ Attorney _____

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Application of Frontier Communications Corporation, Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (U 1024 C), Frontier Communications of the Southwest Inc. (U 1026 C), Frontier Communications Online and Long Distance Inc. (U 7167 C), Frontier Communications of America, Inc. (U 5429 C) For Determination That Corporate Restructuring Is Exempt From or Compliant With Public Utilities Code Section 854.

A. 20-05-010
(Filed May 22, 2020)

JOINT MOTION OF FRONTIER COMMUNICATIONS CORPORATION, FRONTIER CALIFORNIA, INC., CITIZENS TELECOMMUNICATIONS COMPANY OF CALIFORNIA INC., FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC., FRONTIER COMMUNICATIONS ONLINE AND LONG DISTANCE INC., FRONTIER COMMUNICATIONS OF AMERICA, INC. AND THE CALIFORNIA EMERGING TECHNOLOGY FUND FOR ADOPTION OF SETTLEMENT AGREEMENT

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Attorneys for Frontier Communications Corporation, Frontier California Inc., Citizens Telecommunications Company of California Inc., Frontier Communications of the Southwest Inc., Frontier Communications Online and Long Distance Inc., and Frontier Communications of America, Inc.

December 29, 2020

I. INTRODUCTION.

Pursuant to Rule 12.1(a) of the California Public Utilities Commission’s (“Commission”) Rules of Practice and Procedure (“Rules”), Frontier Communications Corporation (“Frontier”) and its California local exchange and long distance subsidiaries, Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (U 1024 C), Frontier Communications of the Southwest Inc. (U 1026 C), Frontier Communications Online and Long Distance Inc. (U 7167 C), and Frontier Communications of America, Inc. (U 5429 C) (collectively, “Applicants”) and the California Emerging Technology Fund (“CETF,” and collectively, the “Parties”) request that the Commission adopt the Settlement Agreement (“Settlement”) executed by them on December 12, 2020, and attached hereto as Exhibit 1.

The Settlement reflects the Parties’ full consideration of the record and embodies significant, mutual compromises that resolve CETF’s concerns regarding the issues in this proceeding. Consistent with the Commission’s policy of encouraging settlements, the Settlement reaches a reasonable result, while avoiding the burden, expense and uncertainty of further formal process in this matter.¹ The terms of this Settlement are in the public interest pursuant to the applicable requirements of Sections 853 and 854 of the Public Utilities Code and satisfy the settlement approval standards in Rule 12.1(d). Accordingly, the Parties request that the Proposed Decision adopt the Settlement without modification and incorporate the commitments reflected herein into the final resolution of this proceeding.²

¹ See D.14-01-038 (PG&E Smart Meter Dispute) at 7 (“the Commission’s policy favoring settlements and conserving scarce resources, all weigh in favor of the Commission’s determination approving the settlement . . .”); see also D.09-10-046 (PG&E Wildfire Memo Account) at 7 (“The Commission has a history of favoring settlements.”); D.14-11-040 (SCE and SDG&E San Onofre ratemaking proceeding), at 37 (“Joint Parties are very supportive of the Commission’s modifications and believe they are in the public interest and are consistent with long-standing precedents favoring settlements, including settlements where the hearings have not been completed.”).

² Through a separate motion, the Parties intend to seek shortened time for consideration of this Settlement to facilitate an efficient resolution to this proceeding so that Applicants can expeditiously emerge from Chapter 11 bankruptcy. The Parties believe that it would be reasonable for any comments on this Settlement to be provided no later than January 15, 2021.

II. BACKGROUND.

Applicants filed Application (“A.”) 20-05-010 on May 22, 2020, seeking Commission approval for a restructuring that will enable Frontier to emerge from bankruptcy. The Application explained that after its emergence, Frontier will be replaced by a new parent company and its funded debt obligations will be reduced by over \$10 billion and approximately \$1 billion in annual interest expense will be eliminated (“the Restructuring”).³ The Application sought approval of the transfer of control necessary to effectuate the Restructuring pursuant to Public Utilities Code Sections 853 and 854.

On October 9, 2020, CETF filed its Motion for Party Status, which was granted on October 15, 2020. CETF is a non-profit organization directed to be established by this Commission in 2006 and its mission is to close the Digital Divide in California. CETF’s participation in this proceeding is focused on its concerns that the restructured Frontier will continue to meet all its broadband commitments made in connection with the Parties’ Memorandum of Understanding and Agreement executed on October 23, 2015 (“MOU”) in connection with Frontier’s acquisition of Verizon California’s landline operations,⁴ including the Parties’ Implementation Agreement dated July 22, 2016, and their subsequent Amendment to the Implementation Agreement dated December 28, 2018. CETF supports the need of Frontier to restructure so that it can continue to carry out its MOU commitments, which provide significant public interest benefits to California consumers, particularly given the critical need for broadband services during this ongoing COVID-19 pandemic.

In connection with the Parties’ MOU and Implementation Agreement, the Parties have jointly developed a highly successful Wi-Fi-enabled device (*i.e.* Chromebook) distribution initiative to provide 5,000 low-income students in 16 high need school districts, 350 of which were distributed to the Southern California Tribal Chairmen’s Association (“SCTCA”) and which facilitated participation in distance learning for students from six Southern California Tribes: the Campo Band of Kumeyaay Indians, the Los Coyotes Band of Cahuilla and Cupeño Indians, the Mesa Grande Band of Mission Indians, the Pala Band of Mission Indians, the San Pasqual Band of Mission Indians, and the Viejas Band of Kumeyaay Indians with enhanced

³ Frontier’s bankruptcy case remains before the United States Bankruptcy Court for the Southern District of New York (“Bankruptcy Court”) pending completion of regulatory approvals in all relevant jurisdictions. The Bankruptcy Court approved Frontier’s Plan of Reorganization on August 27, 2020.

⁴ D.15-12-005, Appendix E.

ability to access broadband services and engage in remote learning required by the COVID-19 pandemic. The Parties hosted several successful, socially-distanced events to distribute the devices to students as quickly and safely as possible during the pandemic.

During this proceeding, the Parties exchanged discovery on the issues of concern to CETF, presented exhibits, and submitted briefs advancing their respective positions.⁵ After reviewing the entire record and following substantial negotiations, the Parties wish to build on their success in bridging the Digital Divide through Wi-Fi enabled device distribution, and wish to prioritize Tribal community members for future distributions. The Settlement achieves these shared goals, and reflects mutual compromises on these issues. On December 11, 2020, the Parties convened a properly-noticed telephonic Settlement Conference, which provided an opportunity for all parties to discuss the principal terms in the Settlement, as required by Rule 12.1(b). Therefore, all preconditions for submission of this Settlement are met.

III. SUMMARY OF SETTLEMENT AGREEMENT.

As a result of their negotiations and mutual compromises, the Parties have resolved the issues raised by CETF in this proceeding. In an effort to address the COVID-19 pandemic and the heightened need for broadband adoption and connectivity, particularly for students and Tribal community members, the Settlement provides for the accelerated distribution of Wi-Fi enabled devices and adoption payments with a goal of full distribution by December 31, 2021, as well as expanded availability of community broadband connectivity.

The key elements of the Settlement are as follows:

1. Reaffirmation of the partnership between CETF and Frontier to work collaboratively to improve broadband adoption by low-income, tribal and underserved community members and to act in furtherance of their shared goals.
2. Expansion of CETF's and Frontier's successful collaboration to distribute Wi-Fi capable devices to low-income students in high need school districts. CETF and Frontier have

⁵ Aside from the settling Parties, the other active parties to the proceeding are the Public Advocates Office at the California Public Utilities Commission ("Cal Advocates"), The Utility Reform Network ("TURN"), and the Communications Workers of America, District 9 ("CWA"), with whom Applicants have executed a separate settlement, and the Yurok Tribe. On December 9, after the record was closed, the Yurok Tribe filed a motion to become a party and to revise the procedural schedule to allow it to submit briefs and testimony. The ALJ granted the motion and set a schedule for the Yurok Tribe to submit a brief, testimony, and supporting documents by December 28. All parties, including the Yurok Tribe, were invited to the settlement conference on December 11.

agreed that the distribution of the approximately 20,000 remaining Wi-Fi enabled devices shall be accelerated, with a goal to complete distribution by December 31, 2021. The parties shall work to distribute the remaining enabled devices through a similar student or community distribution program as the Parties may jointly develop, and no fewer than 4,000 devices shall be distributed in Tribal communities. Remaining adoption payments to CETF will also be accelerated with a goal to have them fully paid by year-end 2021. These adoption payments may be used to support CETF's digital literacy training efforts.

3. Frontier and CETF have encountered unanticipated challenges as a result of the COVID-19 pandemic with completing the Wi-Fi hotspot deployment. They have therefore agreed to expand the locations eligible for public Wi-Fi deployments to include any community location organization, or other institution (such as libraries, skilled nursing facilities, shelters, or similar institutions) that is capable of facilitating service to primarily low-income or underserved users and to prioritize Tribal locations for Wi-Fi hotspot deployments. In addition, the Parties agree that in lieu of a Wi-Fi deployment, and where it has facilities deployed, Frontier may provide two years of free broadband service to a community location, organization, or other institution to facilitate broadband access by low-income or underserved community members, with priority given to schools, libraries or other community organizations serving Tribal members.

4. Frontier has also agreed to continue to offer its Affordable Broadband and Frontier Fundamental low-income broadband service plans at equal or lower pricing than current rates for an additional time period through December 31, 2023.

Based on these commitments and the commitments Frontier has already made in connection with its Application and briefing, CETF agrees that its issues and concerns in this proceeding are resolved by the Settlement. Pursuant to the terms in the Settlement, the Parties agree that Applicants have addressed the requirements and public interest factors of Public Utilities Code Sections 853 and 854 and the issues raised in the Scoping Memo that were addressed by the Parties. The Parties agree to fulfill the conditions as set forth in the Settlement provided that the Commission adopts the Settlement without modification and the Restructuring occurs upon emergence from Chapter 11.

IV. THE SETTLEMENT AGREEMENT IS REASONABLE IN LIGHT OF THE WHOLE RECORD, IS CONSISTENT WITH LAW, AND IS IN THE PUBLIC INTEREST

To obtain Commission approval of a settlement, the Parties must demonstrate that the settlement is reasonable in light of the whole record, consistent with law, and in the public interest. *See* Rule 12.1(d). In evaluating settlements, the Commission has recognized a strong public policy in California favoring settlements and avoiding litigation.⁶ The Settlement complies with all three requirements of Rule 12.1(d), as well as all other legal requirements.

The terms of the Settlement described above are reasonable in light of the whole record. Frontier has reaffirmed and expanded its substantial broadband commitments, which bring critical public interest benefits to California consumers, particularly during this COVID-19 pandemic. CETF’s mission is to close the Digital Divide by accelerating the deployment and adoption of broadband to unserved and underserved communities, so CETF is well-positioned to identify the broadband needs of Californians. Based on its extensive experience, CETF has engaged in extensive negotiations with Frontier, has agreed to the settlement terms, and agreed to focus on forward-looking collaborative activities with Frontier to implement Frontier’s broadband commitments. The Settlement resolves all concerns raised by CETF in this proceeding and the parties’ mutual compromises are reasonable in light of the discovery, evidence, and comprehensive briefs. The Parties entered into the Settlement at an advanced stage in this proceeding, which has ensured the development of a robust record that strongly supports the Settlement.

The Settlement is also consistent with applicable law. Public Utilities Code Section 854 sets forth the public interest factors for the Commission’s review of the Application. These eight factors may be considered and weighed collectively to support a determination of “public interest” pursuant to the statute.⁷ Each factor is addressed here:

⁶ *Re Pacific Bell*, 45 CPUC.2d 158, 169, D.92-07-076 (July 22,1992)); *see also* D.14-08-009, at 16; D.12-11-043, at 7; D.15-07-014, at 14-15, 21.

⁷ The statute states that “the commission shall consider each of the criteria listed in paragraphs (1) through (8), inclusive, and find, *on balance*, that the merger, acquisition, or control proposal is in the public interest.” Similarly, the Commission has found that each of the Section 854(c) factors need not be met independently for an application to be in the public interest. *See* D.20-08-022 at 5 (“Section 854(c) does not require us to make an affirmative finding regarding each of its sub-sections; rather it requires us to find, on balance, that the Transaction, as measured by the specific criteria enumerated in the sub-sections, is in the public interest.”); D.16-05-007 at 25 (“Section 854(c) does not require the Commission

1. Provides short-term and long-term economic benefits to ratepayers (Section 854(b)(1)).

The Settlement and the Commission’s approval of the Restructuring will facilitate Frontier’s emergence from Chapter 11, which will enable Frontier to reduce its debt obligations by more than \$10 billion and eliminate more than \$1 billion in annual interest costs. The elimination of this debt obligation will enable Frontier to become a financially stable service provider that can continue to provide voice and broadband services to its existing customers, and compete with wireless, cable and other providers for new customers. The Restructuring will position Frontier to fulfill its existing broadband adoption and deployment commitments and to expand those commitments. Frontier’s Settlement commitments will advance the goal of closing the Digital Divide for low-income and rural communities in Frontier’s service territory. These commitments are a further demonstration of the tangible benefits to California resulting from the Restructuring.

2. Maintains or improves Applicants’ financial condition (Section 854(c)(1)).

The Restructuring significantly reduces Frontier’s debt and interest obligations. In particular, by reducing Frontier’s annual interest payments from \$1.5 billion to approximately \$500 million, the Restructuring will increase Frontier’s operational, technological and financial flexibility, which will help Frontier weather changing market conditions, be a more effective competitor, and provide enhanced products and services. Failing to approve these changes would negatively impact consumers by prolonging Frontier’s financial distress, as well as impairing Frontier’s ability to fulfill its current broadband commitments. This Settlement should help facilitate an expeditious conclusion to this proceeding, which will bring the operational stability and public interest benefits from the Restructuring to Californians more quickly.

3. Maintains or improves Applicants’ quality of service (Section 854(c)(2)).

The Settlement will benefit the quality of service received by low-income and rural households at affordable rates. Pursuant to the Settlement terms, CETF, an experienced non-profit organization that has worked with Community-Based Organizations (“CBOs”) conducting broadband adoption programs for low-income and disadvantaged communities for over a decade,

to find that each of the seven criteria is met on its own terms.”); D.15-12-005 at 12 (similarly concluding that the Commission need not find that each of the Section 854(c) criteria are individually met).

will collaborate with Frontier to address the specific broadband needs and challenges of serving California residents, including those that are low-income and underserved.

4. Maintains or improves Applicants' quality of management (Section 854(c)(3)).

Applicants have confirmed that the management of their California Operating Subsidiaries is not expected to substantially change.⁸ In addition, as noted above, the Settlement includes a provision that requires Frontier's CEO and at least one new Frontier Board member (who is not a member of Frontier's management team) to meet with the CETF Board of Directors, to obtain a fuller understanding from CETF of the specific broadband needs and challenges of serving California residents, including those that are low-income and underserved. The Settlement balances Frontier's obligations in California upon Restructuring without overburdening Frontier and its management with conditions that would potentially undermine the financial benefits of Restructuring.

5. Is fair and reasonable to affected Applicants' employees, including both union and nonunion employees (Section 854(c)(4)).

Under the terms of the Plan of Reorganization approved by the Bankruptcy Court, all employee wages, compensation, benefit programs, and collective bargaining agreements, including without limitation those under any expired collective bargaining agreements, in place as of the effective date Frontier emerges from Chapter 11, will be assumed by Reorganized Frontier and remain in place.⁹ The Settlement does not alter Frontier's commitment, which addresses this statutory factor.

6. Is beneficial on an overall basis to state and local economies, and to the communities in the area served by Applicants (Section 854(c)(6)).

Communities and state and local economies will benefit from the broadband deployment and adoption commitments included in the Settlement. With the Settlement, Frontier will fulfill

⁸ See FTR-2 (Nielsen Opening) at 24:1-22 (the Restructuring is not expected to alter the current management of the California Operating Subsidiaries); *see also Applicants Opening Brief* at 21:1-10.

⁹ *In re Frontier Communications Corporation, et al.*, Case No. 20-22476 (RDD) (S.D.N.Y.) (08/27/20), Fifth Amended Joint Plan of Reorganization of Frontier Communications Corporation and its Debtor Affiliates Pursuant To Chapter 11 Of The Bankruptcy Code at 56 (“[A]ll employee wages, compensation, and benefit programs, including without limitation, any severance agreements, and collective bargaining agreements, including, without limitation, under any expired collective bargaining agreements, in place as of the Effective Date with the Debtors are hereby assumed by the Reorganized Debtors and shall remain in place as of the Effective Date.”).

its remaining broadband commitments from the MOU and Implementation Agreement and will expand those commitments, which will enable consumers and businesses in communities within Frontier's service area to benefit from the expanded availability and access to broadband connectivity provided by Frontier.

7. Preserves the jurisdiction of the Commission and the capacity of the Commission to effectively regulate and audit Applicants (Section 854(c)(7)).

Under the terms of the Settlement, the Restructuring will preserve the Commission's jurisdiction and regulatory oversight of the California Operating Subsidiaries. Post-Restructuring, the California Operating Subsidiaries, and, as applicable, Frontier's long-distance providers, will continue to operate within the parameters of the regulatory authority the Commission currently exercises over them.¹⁰ In addition, pursuant to the MOU that Frontier will continue to comply with post-Restructuring, Frontier will report to CETF executives on a quarterly basis to discuss progress on its broadband adoption commitments.

8. Provides mitigation measures to prevent significant adverse consequences that may result (Section 854(c)(8)).

With the commitments and conditions agreed upon in the Settlement, the Parties do not anticipate that the Restructuring will result in any significant adverse consequences. To the contrary, the Restructuring will eliminate debt obligations and effectuate an equity transfer at the parent-company level, which will benefit Frontier and its California consumers. The Settlement further ensures that there are no adverse consequences resulting from the Restructuring as it reaffirms and expands on Frontier's substantial broadband commitments.

V. CONCLUSION.

The public interest is served in light of all the conditions included in the Settlement, which address all of the concerns raised by CETF in a manner that is acceptable to Applicants and which the Applicants can fulfill without undermining the benefits of the Chapter 11 process. Among other public interest benefits, the Settlement will promote public welfare by helping ensure that Frontier can emerge from Chapter 11 with reduced debt and be in a stronger financial position to provide high-quality and reliable services to California consumers. Based on the

¹⁰ See FTR-2 (Nielsen Opening) at 26:7-27:7 (confirming that post-Restructuring, all entities currently under Commission jurisdiction will continue to be under the jurisdiction and regulatory power of the Commission).

foregoing, the Parties respectfully request that the Commission grant this Joint Motion and adopt the Settlement in its entirety as a resolution of the issues raised by CETF in the proceeding.

Executed at San Francisco, California on this 29th day of December 2020.¹¹

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By: /s/ Patrick M. Rosvall
Patrick M. Rosvall

Attorneys for Frontier Communications
Corporation, Frontier California Inc., Citizens
Telecommunications Company of California
Inc., Frontier Communications of the
Southwest Inc., Frontier Communications
Online and Long Distance Inc., and Frontier
Communications of America, Inc.

¹¹ Pursuant to Commission Rule 1.8(d), counsel for Applicants is authorized to sign this Joint Motion on behalf of the Parties.

Exhibit 1

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Application of Frontier Communications Corporation, Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (U 1024 C), Frontier Communications of the Southwest Inc. (U 1026 C), Frontier Communications Online and Long Distance Inc. (U 7167 C), Frontier Communications of America, Inc. (U 5429 C) For Determination That Corporate Restructuring Is Exempt From or Compliant With Public Utilities Code Section 854.

A.20-05-010

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement”) is entered into as of December 12, 2020, by and between Frontier Communications Corporation Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (U 1024 C), Frontier Communications of the Southwest Inc. (U 1026 C), Frontier Communications Online and Long Distance Inc. (U 7167 C), and Frontier Communications of America, Inc. (U 5429 C) (collectively, “Frontier”), and the California Emerging Technology Fund (“CETF”), collectively referred to as “the Parties.”

All the terms of this Settlement are expressly contingent upon the consummation of Frontier’s corporate Restructuring associated with and emergence from the Chapter 11 as described in the Application filed in this proceeding on May 22, 2020.

RECITALS

Whereas, on May 22, 2020, Frontier filed Application 20-05-010 seeking a determination under Public Utilities Code Section 853(b) that its restructuring is exempt from the transfer of control requirements in Public Utilities Code Section 854 or, alternatively, requesting the Commission’s approval pursuant to Section 854 (“Application”); and

Whereas, on October 9, 2020, CETF filed its Motion for Party Status, which was granted October 15, 2020; and

Whereas, the Parties jointly developed a high successful Wi-Fi-enabled device (i.e. Chromebook) distribution initiative to provide 5,000 low-income students in 16 high need school districts, 350 of which were distributed to the Southern California Tribal Chairmen's Association (SCTCA) and which facilitated participation in distance learning for students from six Southern California Tribes: the Campo Band of Kumeyaay Indians, the Los Coyotes Band of Cahuilla and Cupeño Indians, the Mesa Grande Band of Mission Indians, the Pala Band of Mission Indians, the San Pasqual Band of Mission Indians, and the Viejas Band of Kumeyaay Indians with enhanced ability to access broadband services and engage in remote learning required by the COVID-19 pandemic. The Parties hosted several special socially distanced events to distribute the devices to students as quickly and safely as possible during the pandemic. See, e.g. YouTube event videos [Closing the Digital Divide in California Communities: Chromebooks for Coachella Valley Students](#); and [Closing the Digital Divide in California's Tribal Nations](#); and

Whereas, the Parties wish to build on their success in bridging the Digital Divide through Wi-Fi enabled device distribution, and wish to prioritize Tribal community members for future distributions; and

Whereas, the Parties have conferred regarding the possibility of settlement in this case, and the Parties have reached the terms of a settlement that the parties believe is in the public interest, reasonable in light of the record, and consistent with law, as set forth herein.

AGREEMENT

NOW, THEREFORE, based upon mutual agreement reflected in this Settlement, Frontier and CETF agree as follows:

1. The Second Amendment to the Implementation Agreement between the Parties is attached to and incorporated into this Settlement. In an effort to address the COVID-19 pandemic-related heightened need for broadband adoption and connectivity, particularly for students and Tribal community members, the Second Amendment provides for the accelerated distribution of Wi-Fi enabled devices and adoption payments with a goal of full distribution by December 31, 2021 as well as for expanded availability of community broadband connectivity. Specifically, the Parties have agreed that all remaining devices are eligible to be distributed to low income students in high need school districts and communities, that the Parties shall work to distribute no fewer than 4,000 devices to students in Tribal communities, and that adoption payments may be used to support CETF's digital literacy training efforts. In addition, the Parties have agreed to expand the locations eligible for public Wi-Fi deployments to include any community location, organization, or institution that is capable of facilitating service to low income users and/or to allow Frontier to provide two years of free broadband service to schools, libraries or other community organizations to facilitate access to broadband services for low-income or underserved community members with priority given to schools, libraries or other community organizations serving Tribal members. Further, Frontier has agreed to shall continue to offer its Affordable Broadband and Frontier Fundamental low-income broadband service plans at equal or lower pricing than current rates for an additional time period through December 31, 2023.

2. The Parties will file a Joint Motion seeking Commission approval of the Settlement in its entirety and without change.

3. The Parties agree to use their best efforts to obtain Commission approval of the Settlement. The Parties will request that the Commission approve the Settlement without change and find the Agreement to be reasonable, consistent with the law and in the public interest. The Parties will take no action in opposition to this Settlement.

4. This Settlement is being presented as an integrated package such that Parties are agreeing to this Settlement as a whole, as opposed to agreeing to specific elements to this Settlement. If the Commission adopts this Settlement with modifications, all Parties must consent to the modifications or any Party may void this Settlement, but only after such Party provides the other Parties to the agreement with the opportunity to meet and confer in good faith regarding the proposed modifications.

5. This Settlement was jointly prepared by the Parties to the Settlement and any uncertainty or ambiguity existing in the document will not be interpreted against any party on the basis that such party drafted or prepared the Settlement.

6. By signing below, each of the undersigned represents and warrants that he/she is authorized to sign this Settlement on behalf of the party for whom he/she signs and thereby binds such party to the terms of this Settlement.

7. This Settlement constitutes and represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, negotiations, representations, warranties and understandings of the parties with respect to the subject matter set forth herein.

8. In accordance with the Commission's Rules of Practice and Procedure, Rule 12.5, the Parties intend that the Commission's adoption of this Settlement be binding on each Party,

including its legal successors, predecessors, assigns, partners, joint ventures, shareholders, members, representatives, agents, attorneys, parent or subsidiary companies, affiliates, officers, directors, and/or employees. Adoption of this Settlement does not constitute approval of, or precedent regarding, any principle in any future proceeding, unless the Commission expressly provides otherwise.

9. If a Party fails to perform its respective obligations under this Settlement, after reasonable notice and opportunity to cure its default, any other Party may come before the Commission to pursue a remedy including enforcement. The Parties acknowledge that the Commission may assert jurisdiction to enforce the terms and conditions of this Settlement.

10. This Settlement may be amended or changed only by a written agreement signed by all parties and approved by the Commission.

11. This Settlement shall be governed by and interpreted in accordance with the laws of the State of California and the rules, regulations and General Orders of the California Public Utilities Commission.

12. This Settlement Agreement may be executed in one or more counterparts, and each of which when so executed and delivered will be an original and all of which together will constitute one and the same instrument.

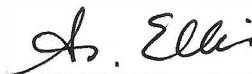
Accepted on behalf of CETF by:



Sunne Wright McPeak
President and CEO

Date: December 12, 2020

Accepted on behalf of Frontier by:



Allison M. Ellis
Senior Vice President, Regulatory

Date: December 12, 2020

ATTACHMENT

**Second Amendment to the Implementation Agreement,
dated December 11, 2020**

SETTLEMENT AGREEMENT

SECOND AMENDMENT TO IMPLEMENTATION AGREEMENT BETWEEN FRONTIER COMMUNICATIONS CORPORATION AND THE CALIFORNIA EMERGING TECHNOLOGY FUND

This second amendment (“Second Amendment”) is to the Implementation Agreement previously executed by Frontier Communications Corporation (“Frontier”) and the California Emerging Technology Fund (“CETF”) (collectively, “the “Parties”) on July 22, 2016 and their subsequent Amendment to the Implementation Agreement on December 28, 2018.

A. Recitals

1. The Parties entered into a Memorandum of Understanding and Agreement dated October 23, 2015 (“MOU”).
2. The California Public Utilities Commission (“Commission”) approved the MOU in Decision (“D.”) 15-12-005, issued on December 9, 2015, and attached as Appendix E thereto.
3. On July 22, 2016, the Parties entered into an Implementation Agreement to clarify the parties' respective obligations regarding the broadband adoption aspects of the MOU. The Implementation Agreement took effect on July 1, 2016, and, by its terms, it expired June 30, 2018.
4. On December 28, 2018, Parties entered into an Amendment to their Implementation Agreement in order to resolve issues between them (the “Amendment”). The Amendment took effect December 28, 2018.
5. On May 22, 2020, Frontier filed Application 20-05-010 seeking a determination under Public Utilities Code Section 853(b) that its restructuring is exempt from the transfer of control requirements in Public Utilities Code Section 854 or, alternatively, requesting the Commission’s approval pursuant to Section 854 (“Application”).
6. On October 9, 2020, CETF filed its Motion for Party Status, which was granted October 15, 2020.
7. As part of the MOU and as detailed in the Implementation Agreement and Amendment, the Parties agreed to an affordable broadband offering, a Wi-Fi hotspot deployment target, and a Wi-Fi capable device distribution schedule as part of their joint endeavor to expand broadband adoption in the state of California that they now wish to update and modify.
8. Specifically, in response to the COVID-19 pandemic, the Parties engaged in a successful collaboration to distribute 5,000 Wi-Fi capable devices to low-income students in 16 high need school districts to facilitate remote learning, including a donation of 350 Chromebook laptops to the Southern California Tribal Chairmen’s Association (SCTCA) that facilitates participation in distance learning for students from six Southern California

SETTLEMENT AGREEMENT

Tribes: the Campo Band of Kumeyaay Indians, the Los Coyotes Band of Cahuilla and Cupeño Indians, the Mesa Grande Band of Mission Indians, the Pala Band of Mission Indians, the San Pasqual Band of Mission Indians, and the Viejas Band of Kumeyaay Indians.¹ The Parties wish to continue this highly successful distribution program.

9. Further, the COVID-19 pandemic has created unanticipated challenges with completing the Wi-Fi hotspot deployment by the target completion date because many potential non-profit locations/community entities are either closed or short staffed and unable to allow clients access to their facilities due to COVID-19 restrictions.²

10. This Second Amendment is intended to supplement and modify the Implementation Agreement and Amendment thereto to reflect the terms of the Parties' settlement. Except as modified herein, the Implementation Agreement and Amendment remains in full effect and binds the Parties regarding implementation of the MOU, which remains in effect, provided however that to the extent any provision of this Second Amendment and either the Implementation Agreement or Amendment conflict, this Second Amendment shall control.

B. Terms

11. The Implementation Agreement and Amendment are incorporated herein by reference. The parties agree that the Implementation Agreement and Amendment incorporates the terms of this Second Amendment, and, with those amended terms, it is modified as set forth herein. Except as expressly stated herein, this Second Amendment has no effect on the parties' rights or obligations under the MOU. The terms of the Implementation Agreement and Amendment remain in effect except as expressly modified by this Second Amendment, provided however that to the extent any provision of this Second Amendment and either the Implementation Agreement or Amendment conflict, this Second Amendment shall control.

12. Paragraph B.2.c and Exhibit A of the Implementation Agreement, which was previously modified by Paragraph 13 of the Amendment is deleted, and is replaced by the following:

B.2.c.

(i) As of December 1, 2020, Frontier has disbursed \$1.8 million to CETF in adoption payments to assist CETF and CBOs in connection with their adoption efforts.

¹ The Parties hosted several special socially distanced events to distribute the devices to students as quickly and safely as possible during the pandemic. See, e.g YouTube event videos [Closing the Digital Divide in California Communities: Chromebooks for Coachella Valley Students](#); and [Closing the Digital Divide in California's Tribal Nations](#)

² The Wi-Fi service is designed for indoor use.

SETTLEMENT AGREEMENT

(ii) As of December 1, 2020, Frontier has purchased 29,221 Chromebooks, which includes 4,000 devices that are currently on order and are expected to be distributed by December 31, 2020.

(iii) Frontier shall undertake good faith efforts to purchase and the Parties shall jointly work to distribute the remaining 20,779 Wi-Fi capable devices by September 1, 2021. All remaining devices are eligible to be distributed to low-income students in high need school districts or other similar student or community distribution program as the Parties may jointly develop and no fewer than 4,000 devices shall be distributed in Tribal communities. Frontier will continue to advance additional funds to CETF at \$60 per qualified adoptions from the \$3 million identified in paragraph 24 of the MOU as set forth at para. 13(iii) in the Amendment and in order to facilitate the digital literacy training efforts it and the CBOs are undertaking in connection with the devices distributed to students or community members. In the event that not all devices are, or are expected to be, distributed by September 1, 2021, the parties agree to meet and confer to discuss next steps to attempt to accomplish distribution of the balance of Wi-Fi enabled devices by December 31, 2021. In the event supply chain issues arise throughout the year and all devices are not either distributed or on order by December 31, 2021, the parties agree that Frontier may elect to fulfill this condition through a lump sum payment after December 31, 2021 equal to the cost per unit of remaining undistributed devices (including tax and shipping fees). In addition, if the lump sum payment option is exercised, Frontier shall pay, at the same time, all remaining outstanding adoption payments to CETF.

13. Paragraph C. 7 of the Implementation Agreement, which was added to the Implementation Agreement in Paragraph 15 of the Amendment is replaced as follows:

7. Frontier shall continue to offer its Affordable Broadband and Frontier Fundamental low-income broadband service plans at equal or lower pricing than current rates through December 31, 2023. While the Agreement is in effect, and every low-income household enrolling in any such service shall be counted toward the aspirational goal set forth in Section A(3). In the event that neither the California Public Utilities Commission nor the Federal Communications Commission has finalized action on Lifeline or an equivalent support mechanism for low-income broadband services by December 31, 2023, the Parties agree to meet and confer regarding an extension for a period of one year (to December 31, 2024) of Frontier's Affordable Broadband and Frontier Fundamental low-income broadband service plans at equal or lower pricing than current rates.

SETTLEMENT AGREEMENT

14. Paragraph C.6 of the Implementation Agreement which was added to the Implementation Agreement in Paragraph 16 of the Amendment is replaced by the following:

6. This Agreement shall remain in effect until the entire \$3 million identified in paragraph 24 of the MOU is disbursed (at \$60 per qualified adoption) and until all of the 50,000 Wi-Fi capable devices identified in paragraph 20 of the MOU are distributed (one device per qualified adoption), provided, however, if all funds and devices are not disbursed by CBOs under grant agreements with CETF or distributed by December 31, 2021, Frontier may elect to immediately disburse and distribute the remaining funds and devices to CETF. As set forth in Section B.2.c(iii), the Parties will mutually confer and agree on a plan for device delivery and disbursement of remaining funds to CETF.

15. Covenant 9 of the MOU requires the Parties to mutually identify 50 locations where Frontier will install public Wi-Fi subject to the conditions of Covenant 9(a). In addition, Wi-Fi deployments were addressed in Paragraph 17 of the Amendment. As of the effective date of this Second Amendment, Frontier has installed public Wi-Fi at 19 locations despite good faith efforts in collaboration with CETF to identify and complete more deployments and to surmount the access and deployment challenges presented by the COVID-19 pandemic. Accordingly, to achieve the core goal of this Covenant 9 of the MOU—expanded community-based access to broadband services, particularly for low-income and underserved community members—the Parties agree to revise Frontier’s Wi-Fi hot spot deployment obligations as set forth herein. Specifically, the Parties agree to expand the locations eligible for public Wi-Fi to include any community location organization, or other institution (such as libraries, skilled nursing facilities, shelters, etc.), that is capable of facilitating Wi-Fi service to primarily low-income or underserved users as the Parties mutually agree, and shall jointly work to identify and prioritize Tribal locations for Wi-Fi hotspot deployments. In addition, the Parties agree that in lieu of a Wi-Fi deployment, where it has facilities deployed to a community location, organization, or other institution that facilitates broadband access and use by low-income or underserved community members, Frontier may elect to provide two years of free broadband service to a community location, organization, or other institution in order to facilitate broadband access by low-income or underserved community members with priority given to those locations/entities serving Tribal members. Frontier shall work diligently and in good faith to complete its Wi-Fi community access commitment to 31 locations despite the challenges created by the COVID-19 pandemic by December 31, 2021 by: 1) completing a Wi-Fi installation; or 2) providing two years of free broadband service to a community location, organization, or other institution that facilitates broadband access/use by low-income or underserved community members as the parties mutually agree; or 3) any combination thereof. In the event that Frontier is not able to complete its Wi-Fi community access commitment by December 31, 2021, Frontier may elect to immediately disburse an amount equal to the sum of the number of remaining deployments multiplied by \$4,000.00 to CETF, which is calculated to include both the average cost of a Wi-Fi deployment,

SETTLEMENT AGREEMENT

including the efforts of CETF staff resources to oversee and achieve the remaining Wi-Fi deployments.

16. The Parties shall continue to collaborate on potential California Advanced Services Fund (CASF) grant applications to reach unserved households and effectuate other benefits in unserved or underserved areas within Frontier’s service territory.

17. The parties agree that within 90 days of Frontier’s emergence from Chapter 11, currently expected to be no later than March 31, 2021, Frontier’s CEO and at least one new Frontier Board member (who is not a member of Frontier’s management team) will meet with the CETF Board of Directors, as mutually agreed, in order to get a fuller understanding from CETF of the specific broadband needs and challenges of serving California residents, including those that are low-income and underserved.

18. The Parties agree to support and seek Commission approval of this Second Amendment and approval of Frontier’s Application 20-05-010 seeking a determination under Public Utilities Code Section 853(b) that its restructuring is exempt from the transfer of control requirements in Public Utilities Code Section 854 or, alternatively, requesting the Commission’s approval pursuant to Section 854 in a joint motion. Should either Party violate this Second Amendment, the other Party reserves its rights to enforce the MOU, the Implementation Agreement, Amendment and/or this Second Amendment through any procedure permitted by law, including any applicable procedure under Commission rules.

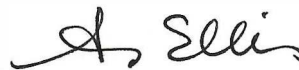
19. This Second Amendment, the Implementation Agreement and Amendment shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns.

20. This Second Amendment is only effective upon the approval of the Second Amendment by the Commission.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Accepted on behalf of CETF by:

Accepted on behalf of Frontier by:



Sunne Wright McPeak
President and CEO

Allison M. Ellis
Senior Vice President, Regulatory

Date: December 12, 2020

Date: December 12, 2020

VERIFICATION

I, Allison Ellis, Senior Vice President, Regulatory Affairs of Frontier Communications Corporation, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



Allison Ellis
Senior Vice President
Regulatory Affairs
Frontier Communications Corporation

Dated: January 7, 2021