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**STATE OF WASHINGTON
THURSTON COUNTY SUPERIOR COURT**

In re:

FRONTIER COMMUNICATIONS
CORPORATION; FRONTIER
COMMUNICATIONS ILEC HOLDINGS
LLC; FRONTIER COMMUNICATIONS
NORTHWEST INC.,

Respondent.

NO.

ASSURANCE OF DISCONTINUANCE
[CLERK’S ACTION REQUIRED]

I. INTRODUCTION

1.1 The Consumer Protection Division of the Office of the Attorney General for State of Washington (State), by and through its attorneys, Robert W. Ferguson, Attorney General, and Tiffany L. Lee, Daniel T. Davies, and Heidi C. Anderson, Assistant Attorneys General, files this Assurance of Discontinuance (AOD) pursuant to the Consumer Protection Act (CPA), RCW 19.86.020.

1.2 This Assurance of Discontinuance resolves the State’s concerns that Frontier Communications Northwest Inc. (“Frontier Northwest”) engaged in unfair or deceptive acts or practices under RCW 19.86.020 with respect to marketing and sale of cable television and internet services.

1.3 On May 28, 2019, Frontier Communications Corporation and Frontier Communications ILEC Holdings LLC executed a Purchase Agreement with Northwest Fiber LLC (“Northwest Fiber”), which provides for the sale and purchase by Northwest Fiber of equity

1 interests, assets and operations of Frontier Northwest which is the entity that conducts business
2 and provides telephone, Internet and video service in Washington (“Proposed Transaction”).

3 1.4 On June 28, 2019, Northwest Fiber, Frontier Communications Corporation, and
4 Frontier ILEC Holdings filed with the Washington Utilities and Transportation Commission
5 (“WUTC”) an application requesting that the WUTC approve the transfer of control of Frontier
6 Northwest to Northwest Fiber. Following investigation and discovery regarding Northwest
7 Fiber’s management, technical, and financial capabilities, Frontier Northwest, Northwest Fiber,
8 the Staff of the WUTC (“Staff”), and the Public Counsel Unit of the Washington Attorney
9 General’s Office (“Public Counsel”) engaged in settlement discussions, and voluntarily entered
10 into a Settlement Agreement to resolve all issues raised by Staff and Public Counsel related to
11 the Proposed Transaction.

12 1.5 As part of the settlement with Staff and Public Counsel, Northwest Fiber and
13 Frontier Northwest agreed to the following key investment commitments in the state of
14 Washington (“\$50 Million Investment Commitment”):

15 a. Northwest Fiber will ensure that within five years of the close of the
16 Proposed Transaction, Frontier Northwest will expend at least \$50 million on improving and
17 expanding fiber-based broadband infrastructure, to locations and customers in the ILECs’
18 Washington territory, capable of delivering approximately one (1) gigabit symmetrical service
19 to those locations and customers. Northwest Fiber will ensure that Frontier Northwest expends
20 at least \$10 million of the \$50 million outside of the Seattle/Everett Metropolitan Area.

21 b. Northwest Fiber will ensure that Frontier Northwest will invest the \$50
22 million such that no less than 33 percent of locations in Frontier Northwest’s territory in
23 Washington will have access to fiber-based broadband infrastructure capable of delivering
24 approximately one (1) gigabit symmetrical service within five years of the close of the Proposed
25 Transaction.

26

1 1.6 The WUTC approved the Proposed Transaction in its Order 03 Approving
2 Settlement Agreements Without Conditions and Granting Applications for Transfer of Control,
3 in the Matter of the Joint Application of Northwest Fiber, LLC, Frontier Communications
4 Corporation, and Frontier Communications ILEC Holdings, LLC, Docket UT-190574, dated
5 February 19, 2020.

6 1.7 On April 14, 2020, Frontier Communications Corporation filed a petition for relief
7 under Chapter 11 of the United States Bankruptcy Code (“Bankruptcy Code”) in the Bankruptcy
8 Court for the Southern District of New York (“Bankruptcy Court”), entitled *In re: Frontier*
9 *Communications Corporation* and assigned Case Number 20-22476 (RDD) (“Frontier Bankruptcy
10 Case”).

11 1.8 On April 14, 2020, Frontier Northwest also filed a petition for relief under Chapter
12 11 of the Bankruptcy Code in the Bankruptcy Court, assigned Case Number 20-22500 (RRD)
13 (“Frontier Northwest Bankruptcy Case”).

14 1.9 Frontier Communications Corporation, Frontier Northwest, and their affiliates
15 moved for joint administration of all their cases under the case number assigned to the Frontier
16 Bankruptcy Case, which request was granted on April 17, 2020. *See* Frontier Bankruptcy Case ECF
17 2; 78. The Frontier Bankruptcy Case and Frontier Northwest Bankruptcy Case, which are being
18 jointly administered under Bankruptcy Court Case No. 20-22476 (RDD), shall be referred to
19 collectively herein as the “Bankruptcy Cases.” The Bankruptcy Court entered an order approving
20 the terms of the Proposed Transaction on April 27, 2020. *See* Frontier Bankruptcy Case ECF 22;
21 125; 168 (Order). The Order further specifies that the Frontier Northwest Bankruptcy Case will
22 be dismissed with the occurrence of the closing of the Proposed Transaction.

23 1.10 Frontier Northwest and Northwest Fiber closed the Proposed Transaction on May
24 1, 2020 and Frontier Northwest was converted from a Washington corporation to a Delaware
25 limited liability company. Except as set forth below, this AOD is intended to bind Frontier, as
26 defined in paragraph 3.1 herein, and any successor in Frontier’s operations in Washington State.

1 1.11 On May 26, 2020, the Bankruptcy Court approved that certain *Order Authorizing*
2 *and Establishing Procedures for the Compromise and Settlement of De Minimis Claims* [Frontier
3 Bankruptcy Case ECF 386] (the “Bankruptcy Settlement Approval Order”), whereby the
4 Bankruptcy Court authorized Frontier to settle certain claims and causes of action brought by or
5 against Frontier in a judicial, administrative, arbitral, or other action or proceeding, subject to
6 the requirements specified in the Bankruptcy Settlement Approval Order.

7 1.12 The State and Frontier agree that this AOD does not constitute evidence or an
8 admission regarding the existence or non-existence of any issue, fact, or violation of any law alleged
9 by the State. Neither the settlement of the investigation nor any acts performed in furtherance of
10 this AOD shall be deemed an admission of or evidence of any alleged wrongdoing, liability,
11 commission or omission by Frontier in any civil, criminal, administrative, or arbitration proceeding.

12 II. INVESTIGATION

13 2.1 The State has conducted an investigation of Frontier’s business practices, and the
14 parties wish to enter into this Assurance of Discontinuance regarding certain practices in
15 connection with the marketing and sale of cable television and internet services in Washington.

16 2.2 The State considers that there is evidence that the following may constitute unfair
17 or deceptive acts or practices in trade or commerce that violate the Washington Consumer
18 Protection Act, RCW 19.86.020:

19 a. Failing to adequately disclose taxes and fees during sales of cable,
20 internet, and telephone services;

21 b. Failing to adequately disclose its Internet Infrastructure Surcharge fee in
22 advertising;

23 c. Misleading consumers by implying that the Internet Infrastructure
24 Surcharge and other fees are mandatory and/or government-related fees; and

25 d. Misleading consumers as to internet speeds it could offer, and failing to
26 deliver speeds and service as advertised.

1 2.3 Frontier neither admits nor denies the State’s findings in paragraph 2.2.

2 **III. DEFINITIONS**

3 3.1 “Frontier” means Frontier Communications Northwest LLC and any other related
4 entity, assignee, or successor thereof that participates in the promotion, offering, marketing, or
5 billing of internet and cable TV services to Washington consumers. Frontier Communications
6 Corporation and Frontier Communications ILEC Holdings LLC are holding companies which
7 held ownership interests in Frontier Communications Northwest, LLC, but do not carry out the
8 activities described in this AOD.

9 3.2 “Clear(ly) and conspicuous(ly)” means that the statement, representation or term
10 being disclosed is of such size, color, contrast, and/or audibility and is so presented as to be
11 readily noticed and understood by the person to whom it is being disclosed. If such statement is
12 necessary as a modification, explanation or clarification to other information with which it is
13 presented, it must be presented in close proximity to the information it modifies, in a manner so
14 as to be readily noticed and understood. In addition to the foregoing, in interactive online media,
15 the disclosure shall also be presented prior to the consumer incurring any financial obligation.

16 3.3 “Congestion report” means Frontier’s “Monthly DSLAM Congestion Report,”
17 which provides congestion information for all DSLAM uplinks and the circuits that affect more
18 than one DSLAM, including Host, Aggregator, and BRAS uplinks.

19 3.4 “DSLAM” means a digital subscriber line access multiplexer, which is a network
20 device that receives signals from multiple DSL connections and transmits those signals to a
21 backbone line.

22 3.5 The “Effective Date” of this AOD shall be the date of entry of this AOD by the
23 Thurston County Superior Court for the State of Washington, which will occur after the
24 Bankruptcy Court approval pursuant to the Bankruptcy Approval Settlement Order.

25 3.6 “First Invoice” means the first invoice that the consumer receives after placing
26 an order with Frontier. For new consumers, “First Invoice” means the first invoice that the

1 consumer receives after agreeing to purchase Frontier's services. For Frontier's current
2 consumers, "First Invoice" means the first invoice the consumer receives that includes any new
3 or changed services purchased from Frontier.

4 3.7 "Provision" or "provisioning" refers to the network setting of the maximum speed
5 at which a consumer's DSL service will be set, i.e., the maximum speed a consumer's service
6 will be capable of achieving.

7 **IV. ASSURANCE OF DISCONTINUANCE**

8 4.1 The provisions of this Article IV of this AOD shall apply to Frontier
9 Communications Northwest Inc. and any successor or assign, its officers, employees, agents,
10 independent contractors, affiliates, and those acting in concert with Frontier Communications
11 Northwest Inc. and any successor or assign, and any trustee, examiner, or receiver appointed in
12 the Bankruptcy Cases, shall comply with the following terms and provisions:

13 4.2 Frontier shall not engage in conduct in violation of any applicable laws, including
14 but not limited to the Consumer Protection Act, RCW 19.86, and expressly agrees and
15 acknowledges that any such conduct is a violation of this AOD.

16 **Fee Disclosures**

17 4.3 Frontier shall not make any false or misleading statement of material fact, nor
18 shall Frontier omit any material fact, in connection with Frontier's sale of internet, television,
19 and/or telephone service to a Washington consumer. For purposes of this AOD, the term
20 "service" also refers to any goods or equipment purchased or leased in connection with a service.

21 4.4 For sales of its services, Frontier shall accurately, and in a clear and conspicuous
22 manner, disclose any and all material terms or conditions of its offers to Washington consumers
23 at the time of sale and obtaining consent to running any credit check, including the following,
24 where applicable:

- 25 a. The monthly base price of the service(s) the consumer purchases;
- 26

1 b. The estimated amount of **taxes, fees or other** recurring charges for the
2 service(s) the consumer purchases, in addition to the monthly base **price** that will appear on the
3 customer's First Invoice. Frontier may refer the customer to his or her First Invoice for an
4 itemization of each of these applicable fees and surcharges;

5 c. The amount of each one-time fee, or fee charged only on the customer's
6 First Invoice, for the purchased service(s), including, but not limited to, activation and
7 installation fees and equipment purchases;

8 d. The estimated amount of the First Invoice and the estimated partial month
9 charges or proration, subject to the limitations related to the uncertainty of timing for the service
10 to be installed and the customer's First Invoice to be generated;

11 e. Any applicable cancellation or termination fee(s); and

12 f. If applicable, that the consumer will be charged for failing to return any
13 leased or rented equipment, and the amount of the charge(s).

14 g. Within three (3) business days after the sale, Frontier shall send the
15 customer an Order Confirmation via regular mail, email, or other electronic communication that
16 sets forth the pricing and material terms and conditions applicable to the customer's service
17 order, including the elements set forth in paragraph 4.4 above. The requirements in paragraphs
18 4.4 – 4.5 shall take effect within 180 days of entry of this AOD. If a customer makes changes to
19 his/her service order between the date of the customer's service order and the service effective
20 date, these changes will be reflected on the customer's First Invoice, subject to the limitations
21 related to the uncertainty of timing for the service to be installed and the customer's First Invoice
22 to be generated;

23 4.5 Within 90 days of the Effective Date of this AOD, Frontier shall not charge any
24 new Washington consumers for any Internet Infrastructure Surcharge. Within one (1) year after
25 the Effective Date of this AOD, Frontier shall discontinue billing Washington consumers a
26 separate Internet Infrastructure Surcharge fee.

1 4.6 If Frontier advertises an available price and charges any related fees or surcharges
2 in addition to the advertised price, the existence of those fees or surcharges must be disclosed in
3 the main text of the advertisement (e.g., “additional fees and surcharges apply” or “excludes fee
4 and surcharges”). In addition, for Frontier fees or surcharges that are not passed on to third
5 parties (e.g., taxes paid to government entities), not specifically authorized by law or regulation
6 (e.g., the Access Recovery Charge, as expressly authorized by the Federal Communications
7 Commission at the time of this Order), or not for additional services or goods (e.g., a modem
8 rental fee), additional disclosure requirements apply (collectively, “Specifically Disclosed Fees
9 and Surcharges”). For any Specifically Disclosed Fees and Surcharges in print or internet
10 advertisements, Frontier shall specifically identify the fee or surcharge by name and disclose the
11 amount or average amount of the fee or surcharge. The font size of the Specifically Disclosed
12 Fees and Surcharges will be no smaller than the smallest font in the main text of the
13 advertisement.

14 4.7 In the written disclosure described in paragraph 4.4 and in all invoices it sends to
15 customers, Frontier shall clearly and conspicuously provide a means of communication with
16 Frontier to address customer issues which may include its mailing address, toll-free telephone
17 number, or a method of reaching Frontier through electronic means such as email, chat site, or
18 other Internet-based communications in a clear and conspicuous manner. The toll-free number
19 shall direct customers to agents who have been specifically trained to respond to and address
20 consumer complaints.

21 4.8 Other than taxes (if taxes are not quoted), fees or surcharges passed on to a third
22 party, or other fees specifically authorized by law or regulation, Frontier shall not charge any
23 new customer that subscribes to service in Washington after the Effective Date of this AOD
24 (“New Customer”) any amount greater than the amount Frontier disclosed to the consumer in
25 accordance with paragraph 4.4 of this AOD for its service(s) during their initial contract term or
26 promotional period. Frontier shall not dishonor any offer by claiming that a condition or

1 restriction on the consumer's ability to receive the quoted price renders the offer void, if that
2 restriction or condition was not disclosed in accordance with paragraph 4.4 of this AOD.

3 4.9 Frontier shall not charge any New Customer a cancellation fee unless Frontier
4 discloses the existence of the cancellation fee at the time of sale in accordance with paragraph
5 4.4 of this AOD, and also at the time the consumer cancels the service. Frontier shall not charge
6 any New Customer a cancellation fee if it cannot demonstrate it disclosed the cancellation fee at
7 the point of sale, in the Order Confirmation, and at the point of service termination.

8 4.10 Frontier shall not charge any New Customer an unreturned equipment fee unless
9 Frontier discloses the existence of the unreturned equipment fee at the time of sale in accordance
10 with paragraph 4.4 of this AOD, or with at least three (3) month's prior notice to customers of
11 the initiation or change in Frontier's policy for unreturned equipment fees, and also at the time
12 the consumer's service is canceled.

13 4.11 Frontier shall provide all gift cards, Visa cards, or other incentives that it promises
14 to New Customers, consistent with the terms and eligibility requirements of Frontier's offers.

15 4.12 Frontier shall not charge unreturned equipment fees to New Customers who
16 timely return their equipment in accordance with Frontier's stated policies.

17 **Advertising Internet Speeds**

18 4.13 In all advertising of internet speeds, Frontier shall make clear and conspicuous
19 disclosures that comply with applicable Federal Trade Commission guidelines and Washington
20 law.c

21 4.14 The injunctive provisions in subparagraphs a. to s below shall apply with respect
22 to the advertising and provisioning of DSL internet services over Frontier's network but only if
23 the following two conditions occur: i) the WUTC issues a final order determining that Frontier
24 has violated and failed to fulfill the \$50 Million Investment Commitment and ii) if applicable,
25 Frontier has failed to cure the violation determined by the WUTC within the time period
26 specified by the WUTC. Frontier shall immediately provide the State a copy of any notice of

1 violation or order issued by the WUTC relating to a potential or final determination related to a
2 breach or violation of the \$50 Million Investment Commitment.

3 a. In all advertising of internet speeds, Frontier shall describe the offered
4 product speed as “wired” and provide a link or a website location to a clear and conspicuous
5 disclosure (a) that the maximum speed in a tier is the highest speed a consumer could obtain; (b)
6 that average speed may be slower; and (c) that actual speed is subject to multiple factors.

7 b. Clearly and conspicuously, and in proximity to the offered wired product
8 speed, Frontier shall state that WiFi speeds may vary.

9 c. In all advertising of internet product speeds, Frontier shall provide a link
10 or a website location to a clear and conspicuous disclosure that actual internet speed experienced
11 in the home environment might vary as a result of (a) the effect of WiFi; (b) multiple users on
12 the same account; (c) device limitations; and/or (d) network congestion.

13 d. For television and radio ads that identify specific internet product speeds,
14 Frontier shall clearly and conspicuously disclose that the advertised speeds may not be available
15 in a consumer’s area.

16 e. For internet ads that appear when a consumer has provided his or her
17 address, Frontier shall not advertise specific speeds to consumers in excess of what is available
18 in those consumers’ zip codes.

19 f. For internet ads, Frontier shall clearly and conspicuously disclose that
20 speeds may vary based on the consumer’s physical location.

21 g. For mailer advertisements, Frontier shall not advertise speeds in excess of
22 what is available, based on consumers’ geographic areas or neighborhoods, to the consumers
23 who receive such advertisements.

24 h. For all new internet customers, Frontier shall clearly and conspicuously
25 disclose, at or before the point of sale, the range of speeds the customers are likely to receive,
26 and the impact such speeds may have on access to various internet services, e.g., streaming or

1 gaming. Within 10 business days of enrolling new internet customers, Frontier shall provide a
2 written notice to such customers that clearly and conspicuously discloses the speed at which the
3 customers are provisioned and, in conjunction with such notice, shall offer its consumers who
4 are provisioned at a speed less than the maximum speed of the range for the tier level they are
5 subscribing to or higher the options to (a) continue with their current service plan; (b) discontinue
6 service with no additional fee or charge for installation; or (c) migrate to a different service
7 package with a lower service speed.

8 i. Frontier shall issue a written notice to each of its current customers who
9 is provisioned at less than 100 percent of the maximum speed of the range for his or her speed
10 tier. Such notice shall be in the form of a separate mailing to each customer or an email to each
11 customer for whom Frontier has an email address. Such notice shall inform customers of the
12 speed at which they are provisioned, the range of speeds they are likely to achieve, and the impact
13 such speeds may have on their access to various internet services, e.g., streaming or gaming. In
14 conjunction with such notice, Frontier shall offer its consumers the options to (a) continue with
15 their current service plan; (b) discontinue service with no additional fee; or (c) migrate to a
16 different service package with a lower service speed. Frontier shall inform the Attorney
17 General's Office when it plans to issue this notice and provide the Attorney General's Office
18 with a copy of the notice at least ten (10) business days prior to transmission.

19 j. If any customers contact Frontier to inquire about their provisioned
20 internet speeds, Frontier shall disclose the speed at which the customers are provisioned and, for
21 customers who are provisioned at a speed less than the maximum speed of the range for the tier
22 level they are subscribing to or higher, Frontier shall offer such customers the options to (a)
23 continue with their current service plan; (b) discontinue service with no additional fee; or (c)
24 migrate to a different service package with a lower service speed.

25 k. In all advertising of internet speed, where internet speeds for particular
26 speed tiers are specified, including but not limited to communications with existing customers,

1 Frontier shall specify the range of speeds available for that tier, e.g., “6.1 Mbps to 12 Mbps
2 download.”

3 l. Frontier shall not unilaterally discontinue internet service to consumers
4 solely on the account of entering into this AOD. Frontier shall provision customers subscribing
5 to new internet service at a minimum of 90 percent of the maximum speed of the range for the
6 tier level they are subscribing to or higher. If such customers cannot be provisioned at 90 percent
7 of the maximum speed of the range for the tier level they are subscribing to or higher, Frontier
8 shall notify customers that they cannot be provisioned at 90 percent or higher and Frontier shall
9 offer to move customers to the next lower product tier in which they can be provisioned at 90
10 percent or higher of the maximum speed of the range for the tier.

11 m. Should any consumers wish to subscribe to Frontier’s internet service in
12 an area served by a DSLAM in which Frontier will provision them at three (3) Mbps or lower,
13 Frontier shall clearly and conspicuously disclose the limitations on its internet services and that
14 such limitations may impact the consumers’ ability to “stream” services.

15 n. If Frontier advertises “reliable” access to particular online content and
16 services (e.g., streaming), it shall clearly and conspicuously disclose limitations on Frontier’s
17 internet service and that they may have an impact on customers’ ability to access such content.

18 o. Frontier shall continue to generate its internal congestion reports on a
19 monthly basis.

20 p. For existing customers served by DSLAMs for which Frontier’s internal
21 congestion reports indicate “Critical” for any consecutive 3-month period in a particular
22 DSLAM area, Frontier shall issue a written notice to those customers informing them of (a) the
23 speed at which they are provisioned; (b) the speeds they are likely to achieve; and (c) that the
24 limitations of those speeds may impact various internet services, e.g., streaming or gaming. Such
25 notice shall be in the form of a separate mailing to each customer or an email to each customer
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1 for whom Frontier has an email address. In conjunction with this notice, Frontier shall offer such
2 customers the option to discontinue internet service with no additional fee.

3 q. Should any consumers wish to subscribe to Frontier's internet service that
4 will be serviced by a DSLAM area in which Frontier's internal congestion reports indicate
5 "Critical" for any consecutive 3-month period for that DSLAM, Frontier shall provide additional
6 clear and conspicuous disclosures that various factors may impact Frontier's internet services in
7 that DSLAM area.

8 r. Should Frontier's internal congestion reports in any particular DSLAM
9 area indicate "Critical" in any consecutive 3-month period, Frontier shall discontinue selling
10 internet service to new customers in such DSLAM area.

11 **V. COURT APPROVAL**

12 5.1 This AOD is subject to approval by the Bankruptcy Court. Frontier
13 Communications Corporation shall promptly seek approval of this AOD by the Bankruptcy
14 Court consistent with the requirements in the Bankruptcy Settlement Approval Order. If for any
15 reason this AOD is not approved pursuant to the Bankruptcy Settlement Approval Order or by
16 the Bankruptcy Court, this AOD shall be null and void and the parties shall not be bound under
17 the AOD or any documents executed in connection therewith. Notwithstanding anything to the
18 contrary herein, any authorized actions that Frontier Communications Corporation takes pursuant
19 to approved procedures for settlement of de minimis claims shall be deemed to be approved by the
20 Bankruptcy Court under applicable law, and shall satisfy any requirements for Bankruptcy Court
21 approval as provided in this AOD

22 5.2 Following Bankruptcy Court approval, the State shall promptly seek entry of this
23 AOD by the Thurston County Superior Court for the State of Washington ("State Court").

24 **VI. PAYMENT TO STATE**

25 6.1 Within thirty (30) days of entry of this Assurance of Discontinuance by the State
26 Court, Frontier Communications Corporation shall pay nine-hundred thousand dollars

1 (\$900,000.00) to the Attorney General of Washington; provided, that any such payment shall be
2 conditioned upon Frontier Communications Corporation receiving Bankruptcy Court approval to
3 make such distribution either: (a) pursuant to approved procedures for settlement of de minimus
4 claims; or (b) through separate Bankruptcy Court authorization. This obligation does not apply to
5 Northwest Fiber, LLC or any successor of Frontier's operations in Washington State. The Attorney
6 General shall use the payment for recovery of its fees and costs in investigating this matter,
7 monitoring compliance with this Assurance of Discontinuance, future enforcement of RCW 19.86,
8 or for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of
9 the Attorney General.

10 **VII. ADDITIONAL PROVISIONS**

11 7.1 This AOD shall apply to Frontier's initial sale of service to a Washington
12 consumer, and shall apply to any subsequent sale or material change made to the Washington
13 consumer's service. This AOD applies only to residential customers who have a Washington
14 mailing address or who receive service from Frontier in Washington. This AOD applies to
15 Frontier's sale of internet, television, and telephone service (other than standalone sales of basic
16 home phone service). Except as otherwise specifically stated herein, all provisions of this AOD
17 take effect immediately upon entry of this AOD by the State Court and shall remain in effect for
18 ten years. The State may move the State Court to extend the duration of the AOD in the event of
19 noncompliance with any of its terms or if it believes the interests of justice so require.

20 7.2 Frontier shall not be deemed to have violated any of the terms of this AOD if: (i)
21 Frontier has implemented reasonable and appropriate policies and procedures to ensure
22 compliance with this AOD; (ii) the alleged violation is the result of an inadvertent error related
23 to technical or coding issues, or systems glitches; (iii) Frontier has reasonable safeguards in place
24 to monitor for, discover and prevent these types of occurrences from happening; and (iv) Frontier
25 takes appropriate steps to investigate and to use reasonable efforts to remedy errors or glitches
26 identified by Frontier or otherwise brought to its attention. Such remedy shall address any

1 adverse or negative customer impact(s) in a way that is consistent with the terms of this AOD,
2 including but not limited to providing all credits or refunds that are due to customers as a result
3 of any technical or coding issues, or systems glitches.

4 7.3 In addition to any notice requirements set forth under the Bankruptcy Code,
5 Bankruptcy Rules or applicable law, Frontier shall provide a copy of this AOD within 30 days
6 of entry of this AOD by the State Court to all members of its board of directors and all members
7 of its leadership team. Frontier shall also provide notice of this AOD to all of its officers,
8 employees, agents, independent contractors, affiliates, and those acting in concert with Frontier
9 who are reasonably expected to be involved in the implementation or compliance with the
10 requirements set forth in this AOD.

11 7.4 Frontier shall fulfill the terms of this AOD, and any of its parents, subsidiaries,
12 successors, officers, employees, agents, independent contractors, affiliates, and those acting in
13 concert with Frontier who are reasonably expected to be involved in the implementation or
14 compliance with the requirements of this AOD, including without limitation, any trustee,
15 examiner, or receiver appointed in the Bankruptcy Cases, shall be bound by this AOD so as to
16 accomplish the full relief contemplated by this AOD. Frontier shall not effect any change in its
17 form of doing business, organizational identity, organizational structure, affiliations, ownership,
18 or management composition as a method or means of attempting to avoid the requirements of
19 this AOD.

20 7.5 This Assurance of Discontinuance is not an admission or finding that Frontier
21 violated the Washington Consumer Protection Act.

22 7.6 The State Court shall retain jurisdiction over the subject matter of this AOD and
23 the parties hereto for the duration of the performance of the terms and provisions of this AOD
24 for the purpose of enabling any of the parties to apply at any time for such further order, direction,
25 and relief as may be necessary or appropriate for the construction or interpretation of this AOD
26 or to effectuate or enforce compliance with its terms.

1 APPROVED on this ____ day of _____, 2020.

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4 JUDGE/COURT COMMISSIONER

5 Presented by:

6 ROBERT W. FERGUSON
7 Attorney General

8 

9 DANIEL T. DAVIES, WSBA #41793
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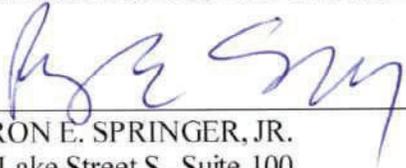
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19 Agreed to and approved for entry by:

20 

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