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3 UNITED STATES DISTRICT COURT  
4 CENTRAL DISTRICT OF CALIFORNIA

5 FEDERAL TRADE COMMISSION and  
6 THE PEOPLE OF THE STATE OF  
7 CALIFORNIA,

8 Plaintiffs,

9 v.

10 FRONTIER COMMUNICATIONS  
11 CORPORATION, *et al.*,

12 Defendants.

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

[Proposed]  
STIPULATED ORDER FOR  
PERMANENT INJUNCTION,  
MONETARY JUDGMENT, AND  
OTHER RELIEF

13  
14 Plaintiffs, the Federal Trade Commission (“Commission” or “FTC”) and the  
15 People of the State of California (“California,” or the “People”), by and through the  
16 District Attorneys of Los Angeles County and Riverside County (collectively,  
17 “Plaintiffs”) filed their Complaint for Preliminary Injunction, Permanent Injunction,  
18 Monetary Relief and Other Relief (“Complaint”), in this matter, pursuant to Section  
19 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and  
20 California Unfair Competition Law (“UCL”), Bus. & Prof. Code § 17200 *et seq.*, and the  
21 California False Advertising Law (“FAL”), Bus. & Prof. Code § 17500, *et seq.* On or  
22 about April 30, 2021, Defendant Frontier Communications Corp. dissolved and  
23 substantially all of its assets vested in Defendant Frontier Communications Holdings,  
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1 LLC, which in turn is wholly owned by Defendant Frontier Communications  
2 Intermediate, LLC, which in turn is wholly owned by Frontier Communications Parent,  
3 Inc. (hereinafter collectively referred to as “Defendants”). Plaintiffs and Defendants  
4 stipulate to the entry of this Stipulated Order for Permanent Injunction, Monetary  
5 Judgment, and Other Relief (“Order”) to resolve all matters in dispute in this action  
6 between them.  
7  
8

9 THEREFORE, IT IS ORDERED as follows:

10  
11 **FINDINGS**

- 12 1. This Court has subject matter jurisdiction over this matter.
- 13 2. The Complaint charges that Defendants participated in deceptive and unfair acts  
14 or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, and Sections 17500  
15 and 17200 of California Business and Professions Code, Cal. Bus. & Prof. Code  
16 §§ 17500, 17200, in connection with the marketing and sale of residential digital  
17 subscriber line (“DSL”) Internet service and the billing, charging, or collecting for that  
18 DSL Internet service.  
19 3. Defendants neither admit nor deny any of the claims or allegations in the  
20 Complaint, except as specifically stated in this Order. Only for purposes of this action,  
21 Defendants admit the facts necessary to establish personal jurisdiction.  
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1 4. Defendants waive any claim that they may have under the Equal Access to Justice  
2 Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this  
3 Order, and agrees to bear its own costs and attorney fees.  
4

5 5. Defendants and Plaintiffs waive all rights to appeal or otherwise challenge or  
6 contest the validity of this Order.  
7

### 8 **DEFINITIONS**

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

10 A. **“Advertised Speed”** means the download speed advertised or offered, including  
11 at point of sale, in association with a specific Internet Service Plan, such as “18 Mbps,”  
12 “As Fast As 18 Mbps,” “Max Speeds As Fast As 18 Mbps,” or “9 to 18 Mbps.”  
13

14 B. **“Clear(ly) and Conspicuous(ly)”** means that a required disclosure is difficult to  
15 miss (*i.e.*, easily noticeable) and easily understandable by ordinary consumers, including  
16 in all of the following ways:  
17

18 1. In any communication that is solely visual or solely audible, the disclosure  
19 must be made through the same means through which the communication is  
20 presented. In any communication made through both visual and audible means,  
21 such as a television advertisement, the disclosure must be made visually or  
22 audibly.  
23

24 2. A visual disclosure, by its size, contrast, location, the length of time it  
25 appears, and other characteristics, must stand out from any accompanying text or  
26 other visual elements so that it is easily noticed, read, and understood.  
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1 3. An audible disclosure, including by telephone or streaming video, must be  
2 delivered in a volume, speed, and cadence sufficient for ordinary consumers to  
3 easily hear and understand it.

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

7  
8 5. The disclosure must use diction and syntax understandable to ordinary  
9 consumers and must appear in each language in which the representation that  
10 requires the disclosure appears.

11  
12 6. The disclosure must comply with these requirements in each medium  
13 through which it is received, including all electronic devices and face-to-face  
14 communications.

15  
16 7. The disclosure must not be contradicted or mitigated by, or inconsistent  
17 with, anything else in the communication.

18  
19 8. When the representation or sales practice targets a specific audience, such  
20 as children, the elderly, or the terminally ill, “ordinary consumers” includes  
21 reasonable members of that group.

22 C. “**Close Proximity**” means that the disclosure is very near the triggering  
23 representation. For example, a disclosure made through a hyperlink, pop-up, interstitial,  
24 or other similar technique is not in close proximity to the triggering representation.  
25  
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1 D. **“Congestion Report”** means Frontier’s “Monthly DSLAM Congestion Report,”  
2 which provides congestion information for all DSLAM uplinks and the circuits that  
3 affect more than one DSLAM, including Host, Aggregator, and BRAS uplinks.  
4

5 E. **“Customer”** means a consumer who subscribes to an Internet Service Plan with  
6 an Advertised Speed.  
7

8 F. **“Defendants”** means Frontier Communications Corporation,<sup>1</sup> Frontier  
9 Communications Parent, Inc., Frontier Communications Intermediate, LLC, Frontier  
10 Communications Holdings, LLC, and their successors and assigns.  
11

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

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

14 I. **“Existing Customer”** means a Customer who is already subscribed to an Internet  
15 Service Plan with an Advertised Speed and who is not a New Customer. Customers who  
16 subscribe to an Internet Service plan in the thirty (30) day period after entry of this Order  
17 will be considered Existing Customers.  
18

19 J. **“Internet Service Plan”** means a service to provide residential Internet access via  
20 DSL.  
21

22 K. **“Material Restriction”** means a restriction on the amount or speed of Internet  
23 access that is likely to affect a Customer’s purchase or use of the Internet Service Plan.  
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25  
26  
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28 <sup>1</sup> Defendant Frontier Communications Corp. dissolved on or about April 30, 2021.

1 L. **“New Customer”** means a person who becomes a Customer thirty (30) days or  
2 more after entry of this Order, *i.e.*, a person who subscribes to an Internet Service Plan  
3 with an Advertised Speed, an Existing Customer who changes service plans to an  
4 Internet Service Plan with an Advertised Speed, or both.  
5

6 M. **“Provision” and “Provisioned”** refer to the Defendant’s setting of the speed on  
7 Defendant’s network for a Customer’s DSL Internet service.  
8

9 N. **“Speed Assessment Procedure”** means a procedure, algorithm, process, or data  
10 analysis, based on competent and reliable evidence, for assessing the speed at which  
11 Defendant is able to provide DSL Internet service to a residential address. For purposes  
12 of this Definition and references hereto, “competent and reliable evidence” means tests,  
13 including loop tests, analyses, research, or studies that have (1) been conducted and  
14 evaluated in an objective manner by qualified personnel, and (2) are generally accepted  
15 to yield accurate and reliable results, and provides a reasonable basis for representations  
16 concerning an Advertised Speed, such as the process set forth in Exhibit A.  
17  
18

19  
20 **I. PROHIBITION AGAINST MISREPRESENTING INTERNET SERVICES**

21 IT IS ORDERED that Defendants, Defendants’ officers, agents, and employees,  
22 and all other persons in active concert or participation with any of them, who receive  
23 actual notice of this Order, whether acting directly or indirectly, in connection with the  
24 advertising, marketing, or sale of any Internet Service Plan, are permanently restrained  
25 and enjoined from, expressly or by implication:  
26  
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1           A.     Advertising or marketing Internet Service Plans with Advertised Speeds:

2                   1.     in television and radio advertisements or other ads disseminated to or  
3  
4 meant for a general audience and that contain Advertised Speed claims, unless  
5 Defendants Clearly and Conspicuously disclose that the maximum Advertised Speeds  
6 may not be available in a consumer's area if that is the case; and that the actual speed a  
7 Customer is likely to be able to obtain is subject to multiple factors, if that is the case;

8                   2.     in Internet advertisements or other advertisements that appear when a  
9  
10 consumer has provided his or her residential address, or if Defendants have targeted the  
11 consumers based on their residential address or zip code, if the maximum Advertised  
12 Speed exceeds what is available in those consumers' zip codes;

13                   3.     in mailer advertisements or other advertisements targeted to  
14  
15 consumers based on their geographic area or neighborhood, if the maximum Advertised  
16 Speed exceeds what is available to the consumers in the geographic area or  
17 neighborhood receiving such advertisements.  
18

19           B.     Misrepresenting the amount or speed of data transmission that an Internet  
20 Service Plan will provide;

21           C.     Making any representation about the amount or speed of data transmission  
22  
23 without disclosing, Clearly and Conspicuously to the representation, all Material  
24 Restrictions to obtaining the represented amount or speed of data transmission. For  
25 purposes of this Order:  
26  
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1           1.     For any representation that an Internet Service Plan will deliver an  
2 Advertised Speed, the advertisement must disclose Clearly and Conspicuously and in  
3 Close Proximity to the representation:  
4

5                   a) the range of speeds available for that tier, such as “6.1 Mbps to 12  
6 Mbps download”; and  
7

8                   b) that the average speed may be lower than the maximum speed  
9 represented, if that is the case.

10           2.     For internet ads or mailer ads, if the actual speed a Customer is likely  
11 to be able to obtain is subject to multiple factors, the advertisement must contain a Clear  
12 and Conspicuous link or website location to a Clear and Conspicuous disclosure that  
13 states that actual speed is subject to multiple factors, such as (i) the effect of WiFi; (ii)  
14 multiple users on the same account; (iii) device limitations; and (iv) network congestion.  
15  
16

17           and

18           D.     Misrepresenting the performance or central characteristics of an Internet  
19 Service Plan.  
20

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

22           IT IS ORDERED that, beginning 60 days after entry of this Order, Defendants,  
23 Defendants’ officers, agents, and employees, and all other persons in active concert or  
24 participation with any of them, who receive actual notice of this Order, whether acting  
25 directly or indirectly, in connection with any Internet Service Plan, are permanently  
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1 restrained and enjoined from:

2           A.     At the point of sale, subscribing or upgrading any New Customer to an  
3 Internet Service Plan with an Advertised Speed unless the geographic location of the  
4 New Customer's residential address provides reason to believe that Defendants can  
5 provide service at the Advertised Speed to the New Customer;  
6

7           B.     Provisioning any New Customer for an Internet Service Plan with an  
8 Advertised Speed unless the Customer is Provisioned within 10% of the maximum  
9 Advertised Speed or higher for that Internet Service Plan, provided that if a Customer  
10 cannot be Provisioned within 10% of the maximum Advertised Speed or higher,  
11 Defendant shall notify the New Customer as set forth in Section III.B of this Order;  
12

13           C.     Subscribing any New Customer to an Internet Service Plan with service to  
14 be provided by a DSLAM for which Defendants' Congestion Reports indicate that the  
15 DSLAM has had an average peak utilization of 90% or greater during at least the three  
16 months prior to service installation;  
17

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

3  
4 E. Billing, charging, collecting, or attempting to collect from any Existing  
5 Customer or New Customer the costs or fees for an Internet Service Plan with an  
6 Advertised Speed if, after receipt of an inquiry or complaint asserting that the  
7 Customer's Internet speed experienced is slower than the Advertised Speed and the  
8 Customer requests or it is otherwise clear from the communication that Defendant  
9 should investigate or take action to address service speed, Defendants do not, at their  
10 option, (a) initiate a review to respond to the Customer's complaint, such as through a  
11 Speed Assessment Procedure comparable to the one set forth in Exhibit B, and if the  
12 review reveals that the Customer is unable to receive at least 90% of the maximum  
13 Advertised Speed or higher, Defendants shall issue a notice in the form shown in  
14 Attachment D, or in such form approved in writing by the Commission or its designee;  
15 or (b) issue a notice in the form shown in Attachment D, or in such form approved in  
16 writing by the Commission or its designee. Defendants shall issue the notice via any  
17 method Defendants use to communicate with the Customer (including but not limited to  
18 mail, e-mail, or text message, which may contain a hyperlink). Defendants' Notice  
19 described in this Section shall:  
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- 25 1. Offer the Customer the option to (i) continue with the current Internet  
26 Service Plan; (ii) discontinue the Internet Service Plan without incurring any  
27  
28

1 additional fee associated with an Internet Service Plan, such as an early  
2 termination fee, for cancelling the Internet Service Plan; or (iii) move to another  
3 Internet Service plan product tier in which the Customer can be Provisioned at a  
4 minimum of 90% of the maximum Advertised Speed; and  
5

6 2. Not include anything in or with the Notice or email other than the  
7 Notice in the form shown in Attachment D, or in such form approved in writing by  
8 the Commission or its designee, including any billing statements or marketing  
9 messages.  
10

11 **III. REQUIRED ACTIONS FOR NEW AND UPGRADING CUSTOMERS**  
12

13 IT IS FURTHER ORDERED that Defendants will, not later than 60 days after the  
14 entry of this Order, or by October 31, 2022, whichever is later (the “effective date of this  
15 Section”):  
16

17 A. Clearly and Conspicuously disclose, to all New Customers, at or before the  
18 point of sale or change in Internet Service Plan with an Advertised Speed: the maximum  
19 Advertised Speed, the range of Internet service speeds Defendants have reason to believe  
20 the New Customer is likely to receive based on the geographic location of the New  
21 Customer’s residential address, and how such speeds may impact the New Customer’s  
22 use of certain online content and services, *e.g.*, streaming or gaming;  
23  
24

25 B. Within 10 business days of the time Internet service with an Advertised  
26 Speed is installed, whether by a technician, self-installation, or another method, or within  
27  
28

1 10 business days of the effective date of this Section, Defendants shall provide New  
2 Customers who have been Provisioned at less than the maximum Advertised Speed for  
3 their Internet Service Plan with a notice in the form shown in Attachment A, or in such  
4 form approved in writing by the Commission or its designee, via any method Defendants  
5 use to communicate with the Customer (including but not limited to mail, e-mail, or text  
6 message, which may contain a hyperlink). Defendants' Notice described in this Section  
7 shall:  
8

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

18  
19 2. Offer the New Customer the options to (i) discontinue the Internet  
20 Service Plan without incurring any additional fee associated with an Internet  
21 Service Plan, such as an early termination fee, for cancelling the Internet Service  
22 Plan, (ii) move to another Internet Service Plan product tier for which the New  
23 Customer can be Provisioned at a minimum of 90% of the maximum Advertised  
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1 Speed, or (iii) continue with the current Internet Service Plan, in the form shown  
2 in Attachment A, or in such form approved in writing by the Commission or its  
3 designee. If the New Customer elects to discontinue the Internet Service Plan,  
4 Defendants shall refund or waive any applicable installation, service connection,  
5 and early termination fees;  
6

7  
8 3. Not include anything in or with the Notice or email other than the  
9 Notice in the form shown in Attachment A, or in such form approved in writing by  
10 the Commission or its designee, including any billing statements or marketing  
11 messages.  
12

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

2           IT IS FURTHER ORDERED that, within 90 days after the entry of this Order, or  
3  
4 by October 31, 2022, whichever is later, Defendants will identify each Existing  
5 Customer with an Internet Service Plan who has not received notice pursuant to  
6 Defendants’ settlement with a state regulator concerning Advertised Speeds for whom (i)  
7 the Provisioned Speed is less than the maximum Advertised Speed to which the  
8 Customer is subscribed, or (ii) the Provisioned Speed cannot be readily ascertained, and  
9 (iii) Customers identified in connection with Defendants’ ongoing reporting obligations  
10 under Sections VIII.D.3–5 of this Order. Defendants shall not unilaterally discontinue  
11 Internet Service to Customers solely on account of their obligations under this Order.  
12

13           For each Customer identified by Defendants under this Section who has not  
14 previously received notice under this Section or Section II, III or V of this Order:  
15

16           A. Defendants shall, for Existing Customers for whom the Provisioned Speed  
17 is less than the maximum Advertised Speed, issue a notice in the form shown in  
18 Attachment B, or in such form approved in writing by the Commission or its designee,  
19 via any method Defendants use to communicate with the Existing Customer (including  
20 but not limited to mail, e-mail, or text message, which may contain a hyperlink).  
21

22           Defendants’ Notice described in this Section shall:  
23

- 24           1. Clearly and Conspicuously inform the Existing Customer of the  
25 maximum Advertised Speed for the Internet Service Plan to which the Existing  
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1 Customer is subscribed; the maximum speed for which the Existing Customer is  
2 Provisioned (if readily ascertainable); the range of Internet service speeds  
3  
4 Defendants have reason to believe the Existing Customer is likely to receive based  
5 on the geographic location of the Existing Customer's residential address; and  
6 how such speeds may impact the Existing Customer's access to various Internet  
7 services, such as streaming or gaming;  
8

9 2. Offer the Existing Customer the options to (i) continue with the  
10 current Internet Service Plan; (ii) discontinue the current Internet Service Plan  
11 without incurring any additional fee associated with an Internet Service Plan, such  
12 as an early termination fee, for cancelling the Internet Service Plan; and (iii) move  
13 to another Internet Service Plan product tier in which the Existing Customer can  
14 be Provisioned at a minimum of 90% of the maximum Advertised Speed, in the  
15 form shown in Attachment B, or in such form approved in writing by the  
16 Commission or its designee, and  
17  
18

19 3. Not include anything in or with the Notice or email other than the  
20 Notice in the form shown in Attachment B, or in such form approved in writing by  
21 the Commission or its designee, including any billing statements or marketing  
22 messages.  
23  
24

25 4. In States in which Defendants and/or Defendants' subsidiaries or  
26 affiliates have entered a settlement with a state regulator concerning Advertised  
27  
28

1 Speeds prior to the effective date of this Order, Defendants may, in place of the  
2 Notice in the form shown in Attachment B, or in such form approved in writing by  
3 the Commission or its designee, use the form of notice agreed to with such State to  
4 provide the consumer disclosures described in Section IV.A.1 of this Order, and  
5 the options to discontinue, change, or continue Internet Service Plans described in  
6 Section IV.A.2. In other States, Defendants shall use the Notice in the form  
7 shown in Attachment B, or in such form approved in writing by the Commission  
8 or its designee.

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

18  
19  
20 Defendants' Notice described in this Section shall:

21 1. Clearly and Conspicuously inform the Existing Customer of the  
22 maximum Advertised Speed for the Internet Service Plan to which the Existing  
23 Customer is subscribed; the fact that the Provisioned Speed cannot be readily  
24 ascertained based on limitations in Frontier's facilities or system capabilities; the  
25 range of Internet service speeds Defendants have reason to believe the Existing  
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1 Customer is likely to receive based on the geographic location of the Existing  
2 Customer's residential address; and how such speeds may impact the Existing  
3 Customer's access to various Internet services, such as streaming or gaming;  
4

5 2. Offer the Existing Customer the options to (i) continue with the  
6 current Internet Service Plan; (ii) discontinue the current Internet Service Plan  
7 without incurring any additional fee associated with an Internet Service Plan, such  
8 as an early termination fee, for cancelling the Internet Service Plan; and (iii) move  
9 to another Internet Service Plan product tier in which the Customer can be  
10 Provisioned at a minimum of 90% of the maximum Advertised Speed, in the form  
11 shown in Attachment C, or in such form approved in writing by the Commission  
12 or its designee; and  
13  
14

15 3. Not include anything in or with the Notice or email other than the  
16 Notice in the form shown in Attachment C, or in such form approved in writing by  
17 the Commission or its designee, including any billing statements or marketing  
18 messages.  
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21

22 **V. REQUIRED ACTIONS REGARDING CERTAIN**  
23 **NEW AND EXISTING CUSTOMERS**  
24

25 **IT IS FURTHER ORDERED** that, within 90 days after the entry of this Order, or by  
26 October 31, 2022, whichever is later:  
27  
28

1           A. Defendants shall, for Customers served by DSLAMs for which Congestion  
2 Reports indicate an average peak utilization of 90% or greater in any consecutive 3-  
3 month period, issue a notice via any method Defendants use to communicate with the  
4 Customer (including but not limited to mail, e-mail, or text message, which may contain  
5 a hyperlink) to those Customers within 60 days of the end of the 3-month period,  
6 informing them of: (1) the speed at which they are provisioned; (2) the range of Internet  
7 service speeds they are likely to achieve; and (3) that the limitations of those speeds may  
8 impact various Internet services, such as streaming or gaming.  
9  
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11           B. Defendants shall, when a New or Existing Customer subscribed to an  
12 Internet Service Plan with an Advertised Speed contacts Defendants with an inquiry or  
13 complaint that the Customer's Internet speed experienced is slower than the Advertised  
14 Speed and the Customer requests or it is otherwise clear from the communication that  
15 Defendants should investigate or take action to address service speed, respond to the  
16 Customer by, at Defendants' option: (a) initiating a review to respond to the Customer's  
17 complaint, such as through a Speed Assessment Procedure comparable to the one set  
18 forth in Exhibit B, and if the review reveals that the Customer is unable to receive at  
19 least 90% of the maximum Advertised Speed or higher, Defendants shall issue a notice  
20 in the form shown in Attachment D, or in such form approved in writing by the  
21 Commission or its designee; or (b) issuing a notice in the form shown in Attachment D,  
22 or in such form approved in writing by the Commission or its designee. Defendants  
23  
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1 shall issue the notice via any method Defendants use to communicate with the New or  
2 Existing Customer (including but not limited to mail, e-mail, or text message, which may  
3 contain a hyperlink). Defendants' Notice described in this Section shall:

4  
5 1. Offer the Customer the options to (i) continue with the current  
6 Internet Service Plan; (ii) discontinue the current Internet Service Plan without  
7 incurring any additional fee associated with an Internet Service Plan, such as an  
8 early termination fee; and (iii) move to another Internet Service Plan product tier  
9 in which the Customer can be Provisioned at a minimum of 90% of the maximum  
10 Advertised Speed; and  
11

12  
13 2. Not include anything in or with the Notice or email other than the  
14 Notice in the form shown in Attachment D, or in such form approved in writing by  
15 the Commission or its designee, including any billing statements or marketing  
16 messages.  
17

18 **VI. MONETARY JUDGMENT AND CALIFORNIA SPECIFIC INJUNCTIVE**  
19  
20 **TERMS**

21 *[By and Between Defendants and Plaintiff California Only]*

22 IT IS FURTHER ORDERED that:

23  
24 A. Defendants are ordered to pay eight million five hundred seventy-three  
25 thousand five hundred seventy dollars (\$8,573,570) to the PEOPLE for investigation and  
26 litigation costs as well as pursuant to California Business and Professions Code Sections  
27

1 17206 and 17536. This amount is ordered to be paid within 30 days of the date of entry  
2 of this Stipulated Order. The Riverside County District Attorneys' Office shall be solely  
3 responsible for dividing and distributing this amount between and among the PEOPLE  
4 according to agreements between them. Defendants shall have no responsibility or  
5 liability arising from or relating to any (a) failure to allocate, divide or distribute these  
6 amounts, or (b) any dispute about the allocation, division or distribution of these  
7 amounts.  
8 amounts.

9  
10 B. Defendants are also ordered to pay an additional two hundred and fifty  
11 thousand dollars (\$250,000) to the PEOPLE within 30 days of the date of the entry of  
12 this Stipulated Order. These funds shall be distributed to any consumers, chosen by the  
13 PEOPLE in its sole discretion, whom the PEOPLE allege may have been harmed by the  
14 conduct alleged in the Complaint, which Frontier contends is no one. Any portion of the  
15 \$250,000 that is not distributed to consumers shall be paid by the PEOPLE to the  
16 Consumer Protection Prosecution Trust Fund.  
17  
18

19  
20 C. All payments required in conjunction with Section VI of this Stipulated  
21 Order shall be delivered to:

22 Deputy District Attorney Evan Goldsmith  
23 Riverside County District Attorney's Office  
24 Consumer Protection Unit  
25 3960 Orange Street  
26  
27  
28

1 Riverside, CA 92501

2 D. Defendants and/or Defendants' subsidiaries or affiliates must deploy FTTP  
3  
4 to 60,000 residential locations in their California service territory over the four years  
5 following the date of the entry of this Stipulated Order, an estimated investment of  
6 between \$50,000,000–\$60,000,000. For purposes of this Agreement, FTTP means  
7  
8 Defendants and/or Defendants' subsidiaries or affiliates will deploy fiber-optic facilities  
9 in an optical distribution network from its central offices to the public right of way,  
10 utility pole or easement immediately adjacent to the potential subscriber's premises,  
11 including residential and multi-dwelling units. If a consumer subscribes to service, the  
12 fiber and optical distribution network will be connected with fiber-optic cable to the  
13 customer location demarcation point or optical network terminal.  
14

15  
16 E. Defendants and/or Defendants' subsidiaries or affiliates shall make their  
17 reasonable best efforts to deploy FTTP to approximately 15,000 locations during each of  
18 the four years following the entry of this Stipulated Order.  
19

20 F. To the extent Defendants and/or Defendants' subsidiaries or affiliates  
21 deploy FTTP related to any of the following activities, these deployments shall not apply  
22 against the 60,000 location commitment in this Stipulated Order: (a) completing the  
23 deployment of Defendants' or Defendants' subsidiaries' or affiliates' fiber services to at  
24 least 350,000 residential and multi-dwelling and commercial locations pursuant to the  
25 April 2021 California Public Utilities Commission agreement, (b) completing the  
26  
27  
28

1 Federal Communications Commission’s Connect America Fund build out requirements  
2 and deployment milestones, (c) completing any Federal Communications Commission’s  
3 Rural Digital Opportunity Fund build out requirements and deployment milestones, or  
4 (d) completing any state or local government grant for Internet broadband funding build  
5 out requirements.  
6

7  
8 G. Failure to satisfy the Defendants’ commitments to deploy fiber to a total of  
9 410,000 locations in California, which includes the 350,000 locations pursuant to the  
10 April 2021 California Public Utilities Commission agreement and the additional 60,000  
11 FTTP locations pursuant to this Stipulated Order, will be deemed a violation of this  
12 Stipulated Order and the commitment to deploy FTTP to the 60,000 locations.  
13

14 H. Beginning 12 months and concluding 36 months after the date of the entry  
15 of this Stipulated Order, Defendants shall credit one half the monthly internet charges to  
16 individual California customers for all months in which (a) Defendants fail to provision  
17 such customers at least 90% of the highest speed of the range of the tier level to which  
18 they are subscribed or higher, unless the customer has been advised in writing of the  
19 option to discontinue their Internet service plan or subscribe to another Internet service  
20 plan, if available, and the customer has not elected to discontinue or modify their  
21 Internet service plan, or (b) Defendants fail to provision such customer at least 100% of  
22 the speed at which they were informed they were provisioned.  
23  
24  
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1 I. All correspondence and notices required in conjunction with Section VI of  
2 this Stipulated Order shall be delivered to:

3  
4 Head Deputy Hoon Chun/Deputy District Attorney Steven Wang

5 Consumer Protection Division

6 Los Angeles County District Attorney's Office

7  
8 211 W. Temple Street, 10<sup>th</sup> Floor

9 Los Angeles, CA 90012.

10 **VII. ORDER ACKNOWLEDGMENTS**

11  
12 IT IS FURTHER ORDERED that Defendants obtain acknowledgments of receipt  
13 of this Order:

14 A. Each Defendant, within 7 days of entry of this Order, must submit to the  
15 Commission and to California an acknowledgment of receipt of this Order sworn under  
16 penalty of perjury.

17  
18 B. For 5 years after entry of this Order, each Defendant must deliver a copy of  
19 this Order to: (1) all principals, officers, LLC managers and members, and the Defendant  
20 Frontier Communications Parent, Inc.'s Executive Chairman; (2) all employees having  
21 managerial responsibilities for conduct related to the subject matter of this Order; and all  
22 agents and representatives who have decision-making authority related to the subject  
23 matter of the Order; and (3) any business entity resulting from any change in structure as  
24 set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days  
25  
26  
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28

1 of entry of this Order for current personnel. For all others, delivery must occur before  
2 they assume their responsibilities.

3  
4 C. From each individual or entity to which a Defendant delivered a copy of  
5 this Order, that Defendant must obtain, within 30 days, a signed and dated  
6 acknowledgment of receipt of this Order.

### 7 8 **VIII. COMPLIANCE REPORTING**

9 IT IS FURTHER ORDERED that Defendants make timely submissions to the  
10 Commission and to California:

11  
12 A. One year after entry of this Order, each Defendant must submit a  
13 compliance report, sworn under penalty of perjury: Each Defendant must: (a) identify  
14 the primary physical, postal, and email address and telephone number, as designated  
15 points of contact, which representatives of the Commission and California may use to  
16 communicate with Defendants; (b) identify all of that Defendant's businesses by all of  
17 their names, telephone numbers, and physical, postal, email, and Internet addresses; (c)  
18 describe the activities of each business, including the goods and services offered, the  
19 means of advertising, marketing, and sales, and the involvement of any other Defendant;  
20 (d) describe in detail whether and how that Defendant is in compliance with each Section  
21 of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant  
22 to this Order, unless previously submitted to the Commission and to California.  
23  
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1           B. For 7 years after entry of this Order, each Defendant must submit a  
2 compliance notice, sworn under penalty of perjury, within 14 days of any change in the  
3 following: Each Defendant must report any change in: (a) any designated point of  
4 contact; or (b) the structure of any Defendant or any entity that Defendant has any  
5 ownership interest in or controls directly or indirectly that may affect compliance  
6 obligations arising under this Order, including: creation, merger, sale, or dissolution of  
7 the entity or any subsidiary, parent, or affiliate that engages in any acts or practices  
8 subject to this Order.  
9

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

15  
16           D. One year after entry of this Order and for 7 years thereafter, Defendants  
17 must prepare an annual performance report that sets forth the following information for  
18 each state in which Defendants have done business during that period. Defendant must  
19 prepare and submit each such report to the Commission within 14 days of completion:  
20

- 21           1. All Internet Service Plans that Defendant offered, including each  
22 name under which Defendant offered such Internet Service Plan (*e.g.*, “Ultra,”  
23 “Core”), and the maximum Advertised Speed associated with such Internet  
24 Service Plan;  
25  
26  
27  
28

1           2.     The number of former Customers who are no longer Existing  
2 Customers and the number of New Customers who subscribed to each Internet  
3 Service Plan identified in paragraph VIII.D.1 above;  
4

5           3.     The numbers of those New Customers Provisioned at any time for  
6 less than the maximum Advertised Speed for the Internet Service Plan to which  
7 the New Customer is subscribed;  
8

9           4.     The number of Customers whose Provisioned speed cannot be readily  
10 ascertained;  
11

12           5.     The number of Customers served by DSLAMs for which Congestion  
13 Reports indicated an average peak utilization of 90% or greater in any consecutive  
14 3-month period;  
15

16           6.     The number of Customers to which Defendant has sent each type of  
17 notice pursuant to Sections II, III, IV, and V of this Order; and  
18

19           7.     The number of locations and locations by census blocks or available  
20 addresses to which Defendants have deployed fiber to the premises (FTTP)  
21 broadband Internet services pursuant to Section VI of this Order during the  
22 reporting period.  
23

24           E.     Any submission to the Commission required by this Order to be sworn  
25 under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746,  
26 such as by concluding: “I declare under penalty of perjury under the laws of the United  
27  
28

1 States of America that the foregoing is true and correct. Executed on: \_\_\_\_\_” and  
2 supplying the date, signatory’s full name, title (if applicable), and signature.

3  
4 F. Unless otherwise directed by a Commission representative in writing, all  
5 submissions to the Commission pursuant to this Order must be emailed to  
6 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate  
7 Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission,  
8 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin:  
9 FTC v. Frontier Communications, Matter No. X210024.  
10

11  
12 G. Unless otherwise directed by a California representative in writing, all  
13 submissions to California pursuant to this Order must be delivered to Hoon Chun,  
14 Assistant Head Deputy District Attorney or his successor in that position, Consumer  
15 Protection Division, Los Angeles County District Attorney’s Office, 211 W. Temple  
16 Street, 10<sup>th</sup> Floor, Los Angeles, CA 90012.  
17

18 **IX. RECORDKEEPING**

19  
20 IT IS FURTHER ORDERED that Defendants must create certain records for 7  
21 years after entry of the Order, and retain each such record for 5 years. Specifically,  
22 Defendants must create and retain the following records in connection with Internet  
23 Service Plans:  
24

25 A. Accounting records showing the revenues from all goods or services sold;  
26  
27  
28

1 B. Personnel records showing, for each employee providing services, that  
2 person's: name; addresses; telephone numbers; job title or position; dates of service; and  
3 (if applicable) the reason for termination;  
4

5 C. All written records of consumer complaints and refund requests, relating to  
6 the Internet Service Plan's speed, whether received directly or indirectly, such as through  
7 a third party, and any response;  
8

9 D. All records necessary to demonstrate full compliance with each provision of  
10 this Order, including all submissions to the Commission, and a representative copy of  
11 each notice provided to Customers pursuant to this Order;  
12

13 E. A representative copy of each materially different advertisement or other  
14 marketing material for the sale of Internet Service Plans with Advertised Speed;  
15

16 F. Documents sufficient to describe each materially different method by which  
17 Defendants form a reason to believe what Internet Service Plan it is able to offer  
18 consumers based on the geographic location of their residential addresses; and  
19

20 G. Documents sufficient to describe each materially different Speed  
21 Assessment Procedure used by Defendant pursuant to Sections II.D, II.E, III.B.1, and  
22 V.B of this Order.  
23

## 24 X. COMPLIANCE MONITORING

25 IT IS FURTHER ORDERED that, for the purpose of monitoring Defendants'  
26 compliance with this Order, and any failure to transfer any assets as required by this  
27  
28

1 Order:

2 A. Within 14 days of receipt of a written request from a representative of the  
3 Commission or California, Defendants must: submit additional compliance reports or  
4 other requested information, which must be sworn under penalty of perjury; appear for  
5 depositions; and produce documents for inspection and copying. The Commission and  
6 California are also authorized to obtain discovery, without further leave of court, using  
7 any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including  
8 telephonic depositions), 31, 33, 34, 36, 45, and 69.  
9  
10

11 B. For matters concerning this Order, the Commission and California are  
12 authorized to communicate directly with each Defendant. Defendants must permit  
13 representatives of the Commission and California to interview any employee or other  
14 person affiliated with any Defendant who has agreed to such an interview. The person  
15 interviewed may have counsel present.  
16  
17

18 C. The Commission and California may use all other lawful means, including  
19 posing, through their representatives, as consumers, suppliers, or other individuals or  
20 entities, to Defendants or any individual or entity affiliated with Defendants, without the  
21 necessity of identification or prior notice. Nothing in this Order limits the Commission's  
22 lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15  
23 U.S.C. §§ 49, 57b-1.  
24  
25  
26  
27  
28

**XI. MATTERS COVERED BY THIS ORDER CONCERNING CALIFORNIA CLAIMS**

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

A. IT IS FURTHER ORDERED that, upon full and complete performance of Defendants’ obligations under Section VI, this Order shall have a res judicata effect as to and shall bar any action by California against Defendants and their direct and indirect subsidiaries and affiliates, and all of their predecessors, successors and assigns and any partners, directors, principals, officers, employees, and agents, from all claims that (a) arise from or relate to California’s investigation of Defendants or the subject matter contained in the Complaint, and (b) are based on conduct that occurred prior to issuance of this Stipulated Order.

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

**XII. RETENTION OF JURISDICTION**

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

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_

Hon. R. Gary Klausner

UNITED STATES DISTRICT JUDGE







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

**Frontier letterhead**

**Date**

Dear Jane/John P. Customer:

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

**Account details:**

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

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

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

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

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

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

To make changes to your Internet service, contact us at [frontier.com](https://www.frontier.com) or 1-800-123-4567.

Thank you for being a Frontier customer!

Sincerely,

Frontier Communications

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

**Frontier letterhead**

**Date**

Dear Jane/John P. Customer:

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

**Account details:**

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

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

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

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

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

1. **Keep your current plan.** If you want to keep your current plan, you don't have to do anything.

2. **Change your plan.** You can switch to another Internet plan.
3. **Cancel your plan.** You can cancel your Internet service without any charge to you.

To make changes to your internet service, contact us at [Frontier.com](https://www.frontier.com) or 1-800-123-4567.

Thank you for being a Frontier customer!

Sincerely,

Frontier Communications

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

**Frontier letterhead**

**Date**

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

**Account details:**

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

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

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

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

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

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

To make changes to your plan, contact us at [Frontier.com](https://www.frontier.com) or 1-800-123-4567.

Thank you for being a Frontier customer!

Sincerely,

Frontier Communications

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

**Frontier letterhead**

**Date**

Dear Jane/John P. Customer:

Account Number: [insert here account # - billing phone number]

Service Address: 111111 Main Street, \_\_\_\_

Thank you for your recent complaint about the Internet service speed on your Frontier Internet Service Plan. Unfortunately, we were unable to fully resolve your Internet speed concerns. As a result, you may:

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

To make changes to your Internet service, contact us at [frontier.com](http://frontier.com) or 1-800-123-4567.

Thank you for being a Frontier customer!

Sincerely,

Frontier Communications