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

5 In the Matter of the Joint Application of Frontier  
6 Communications Corporation, Frontier  
7 Communications of America, Inc. (U5429C),  
8 Verizon California, Inc. (U1002C), Verizon  
9 Long Distance LLC (U5732C), and Newco  
10 West Holdings LLC for Approval of Transfer of  
Control Over Verizon California, Inc. and  
Related Approval of Transfer of Assets and  
Certifications

Application 15-03-005  
(Filed March 18, 2015)

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12 **JOINT MOTION OF FRONTIER COMMUNICATIONS CORPORATION,**  
13 **FRONTIER COMMUNICATIONS OF AMERICA, INC. AND THE CALIFORNIA**  
14 **EMERGING TECHNOLOGY FUND FOR ADOPTION OF SETTLEMENT**  
15 **AGREEMENT**

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27  
28 January 15, 2019

1 **I. INTRODUCTION**

2 Pursuant to Rule 12.1 of the California Public Utilities Commission's ("Commission")  
3 Rules of Practice and Procedure ("Rules"), Frontier Communications Corporation, Frontier  
4 Communications of America, Inc. (U5429C) (collectively, "Frontier") and the California  
5 Emerging Technology Fund ("CETF," collectively with Frontier, the "Parties") hereby submit a  
6 proposed "Amendment to Implementation Agreement Between Frontier Communications  
7 Corporation and CETF" entered into on January 14, 2019 ("Settlement Agreement") that would  
8 resolve all matters in this proceeding, including CETF's Petition to Modify Decision ("D.") 15-12-  
9 005 ("Petition to Modify") filed on May 20, 2018 and the Order to Show Cause ("OSC") issued on  
10 October 25, 2018.<sup>1</sup> A copy of the Settlement Agreement is attached hereto as Exhibit 1. The  
11 Parties jointly request that this Settlement Agreement be adopted as a full resolution of the Petition  
12 to Modify and the OSC, and that the OSC proceeding be closed.

13 The Settlement Agreement reflects the Parties' agreed-upon resolution of their disputes.  
14 Following extensive consideration and discussions, the Parties have reached an integrated  
15 agreement that reflects a compromise of their disparate positions and which is reasonable based on  
16 the record of this proceeding. Consistent with the Commission's policy of encouraging  
17 settlements, the Settlement Agreement reaches this reasonable result while avoiding the burden  
18 and expense of further litigating this matter. *See* D. 14-01-038 (Pac. Gas & Elec. Co. Re: Anti-  
19 Smart Meter Consumer Groups), at 7 ("the Commission's policy favoring settlements and  
20 conserving scarce resources, all weigh in favor of the Commission's determination approving the  
21 settlement in D.13-04-012").<sup>2</sup> The Settlement Agreement is also reasonable in light of the

22  
23 <sup>1</sup> In their January 3, 2019 supplemental status report to the assigned Administrative Law Judge  
24 ("ALJ"), the Parties indicated that they expected to be in a position to submit a formal settlement  
25 proposal on January 14, 2019. As a courtesy, the Parties waited an additional day to give the other  
26 active parties an opportunity to state their positions regarding the proposed settlement.

27 <sup>2</sup> *See also* D.09-10-046 (Pac. Gas & Elec. Co. to Recover Costs Related to the 2008 Wildland  
28 Fires Recorded in the Catastrophic Event Memorandum Account), at 7 ("The Commission has a  
history of favoring settlements."); D.14-11-040 (Rates, Operations, Practices, Services & Facilities  
of S. California Edison Co. & San Diego Gas & Elec. Co. Associated with the San Onofre Nuclear  
Generating Station Units), 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

1 commitments Frontier has made in the Memorandum of Understanding and Agreement dated  
2 October 23, 2015 ("MOU") that was approved in D.15-12-005. As described further below, the  
3 Settlement Agreement is reasonable in light of the whole record, consistent with the law and in the  
4 public interest. Therefore, the Settlement Agreement meets the standard under Rule 12.1(d), and  
5 should be adopted by the Commission as a full disposition of the issues in this reopened  
6 proceeding.

## 7 **II. PROCEDURAL BACKGROUND**

8 This proceeding began with an application by Frontier and Verizon California, Inc.  
9 ("Verizon") seeking approval of a transaction whereby Frontier would acquire control of  
10 Verizon's remaining local exchange operations in California. That phase of the proceeding  
11 concluded with the adoption of a decision approving the transaction, D.15-12-005. As part of  
12 D.15-12-005, the Commission adopted a Memorandum of Understanding ("MOU") between  
13 CETF and Frontier. The MOU was attached to D.15-12-005 as Appendix E. The MOU contained  
14 various commitments that Frontier agreed to fulfill based on the approval of the transaction. With  
15 the adoption of D.15-12-005, the proceeding was closed.

16 Following the adoption of D.15-12-005, the Parties worked together to implement the  
17 MOU. On July 22, 2016, the Parties executed the Implementation Agreement to clarify their  
18 respective obligations, particularly regarding the broadband adoption program under the MOU.  
19 The Implementation Agreement took effect on July 1, 2016. Subsequently, disputes arose  
20 between the Parties regarding the operation and interpretation of the MOU and the Implementation  
21 Agreement.

22 CETF filed the Petition to Modify on May 30, 2018, alleging that Frontier had not fulfilled  
23 its obligations under the MOU. The Petition to Modify requested that D.15-12-005 be modified to  
24 confirm CETF's understanding of the Parties' obligations, and it requested that Frontier be  
25 sanctioned for not complying with the alleged obligations identified in the Petition to Modify.  
26 Frontier responded to the Petition to Modify on June 28, 2018, and CETF submitted a reply on

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27 precedents favoring settlements, including settlements where the hearings have not been  
28 completed.").

1 July 9, 2018.

2 On October 25, 2018, the Commission issued an Order to Show Cause (“OSC”) in this  
3 proceeding, pursuant to which the Commission required Frontier to submit a response addressing  
4 certain allegations of non-compliance with the MOU. Frontier filed a verified response to the  
5 OSC on November 2, 2018 and CETF filed a further response on November 9, 2018. Following  
6 the disposition of various procedural requests, the ALJ set the proceeding for one day of hearing to  
7 take place on November 28, 2018.

8 Before the hearing began, on November 28, 2018, the parties held a brief, impromptu  
9 settlement discussion. The hearing proceeded as scheduled, but during the afternoon portion of  
10 the hearing, the ALJ asked the Parties whether they believed that further settlement discussions  
11 would be appropriate before continuing with the remainder of the hearing. The Parties agreed that  
12 they could benefit by the opportunity for further settlement discussions and the November 28<sup>th</sup>  
13 hearing was suspended. The Parties held a settlement discussion immediately after the hearing,  
14 and additional discussions occurred during December.

15 On December 14, 2018, the Parties provided a joint status update to the ALJ regarding  
16 their settlement discussions, indicating that discussions were ongoing and that the Parties would  
17 like additional time to see if they could come to an agreement. On December 28, 2018, the terms  
18 of a potential agreement were reached, subject to submission through a motion and compliance  
19 with the Commission’s other procedural requirements concerning settlements.

20 On January 2, 2019, the Parties informed the other active parties in the proceeding,  
21 including The Utility Reform Network (“TURN”), the Public Advocates Office (“Public  
22 Advocates”), the Center for Accessible Technology (“CforAT”), and the Greenlining Institute  
23 (“Greenlining”), of a settlement conference to be held on January 10, 2019. On January 3, 2019,  
24 the Parties sent a further notice to the ALJ indicating that they had reached terms of a potential  
25 settlement. The Parties held a formally noticed settlement conference by teleconference on  
26 January 10, 2019 at 1 p.m., in accordance with Rule 12.1(b). On the settlement conference call  
27 were representatives of Frontier, CETF, TURN, the Public Advocates, and Greenlining. CforAT  
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1 had indicated it was not able to attend but it expressed consent for the other parties to proceed with  
2 the settlement conference without it.

3       Following the settlement conference, CETF and Frontier requested that the other active  
4 parties provide their positions, if any, on the Settlement Agreement. CETF and Frontier  
5 understand that the Public Advocates, TURN, and CforAT have no position on the Settlement  
6 Agreement at this time. Greenlining did not provide a position as of the submission of this  
7 motion, so CETF and Frontier understand that it also has no current position on the Settlement  
8 Agreement.

### 9 **III. SUMMARY OF SETTLEMENT AGREEMENT**

10       As a result of their negotiations and mutual compromises, the Parties have resolved all of  
11 the outstanding issues raised by the Petition to Modify and OSC. As part of the Settlement  
12 Agreement, Frontier has committed to both extending and expanding on its commitments to low-  
13 income broadband service and adoption as reflected in the MOU and Implementation Agreement.  
14 The Settlement Agreement contains numerous substantive conditions and extends the broadband  
15 adoption program in the Implementation Agreement, including additional commitments relating to  
16 the provision of Wi-Fi capable devices to low-income households, funding for an improved  
17 broadband service offer for low-income households, and broadband adoption and deployment  
18 reporting, as well as agreements to engage in further efforts to deploy public Wi-Fi, to evaluate  
19 and plan for a potential California Advanced Service Fund ("CASF") grant application to reach  
20 unserved households in rural areas, and to collaborate on "best practices" for advertising and  
21 promoting Frontier's low-income broadband services to low-income communities. The Settlement  
22 Agreement is extensive and it provides a detailed description of the terms under which the Parties  
23 have resolved all matters raised in this reopened proceeding. The public interest benefits to be  
24 conveyed by these provisions, and the others described in the Settlement Agreement, are material,  
25 tangible, and highly significant. The Parties agree to fulfill the conditions as set forth in the  
26 Settlement Agreement provided that the Commission adopts them as a full and final resolution of  
27 the OSC.

1 **IV. THE SETTLEMENT AGREEMENT IS REASONABLE, LAWFUL, AND IN THE**  
2 **PUBLIC INTEREST**

3 Where a settlement is reasonable in light of the whole record, consistent with law, and in  
4 the public interest, it should be adopted. *See* Rule 12.1(d). In evaluating settlements, the  
5 Commission has consistently recognized a strong public policy favoring settlements and avoiding  
6 litigation. *See* D.14-08-009, at 16; D.12-11-043, at 7; D.15-07-014, at 14-15, 21. The Settlement  
7 Agreement satisfies all three requirements of Rule 12.1(d).

8 First, the terms of the Settlement Agreement are reasonable in light of the whole record.  
9 The Settlement Agreement resolves the full range of issues related to the Petition to Modify and  
10 OSC in this proceeding, including CETF's concerns about Frontier's funding for CETF's adoption  
11 activities, the distribution of WiFi-enabled devices to eligible low-income households, the  
12 installation of WiFi hotspots, the marketing of a low-income broadband offering, and the status of  
13 broadband deployment commitments, including in the Northeast Region of California. The  
14 compromises represented by the terms of the Settlement Agreement are reasonable in light of the  
15 MOU adopted by this Commission in D.15-12-005 and the Parties' positions reflected in their  
16 pleadings concerning the Petition to Modify, verified responses to the OSC, and the one partial  
17 day of evidentiary hearings that took place on November 28, 2018.

18 Second, the Settlement Agreement is consistent with applicable law. It is consistent with  
19 Commission precedent adopting settlement agreements which efficiently resolve issues raised in  
20 an OSC. *See, e.g.*, D.18-11-006, at p. 14 ("Additionally, and under similar circumstances, the  
21 Commission has adopted settlement agreements in other situations where the settlement resolves  
22 the issues raised in the scope of an OSC in an expeditious manner."); *In Re Facilities-Based*  
23 *Cellular Carriers*, 57 CPUC 2d 176, D.94-11-018 (O.P. 9) (adopting settlement agreement calling  
24 for the dismissal of utility with prejudice, as a respondent to an OSC and investigation); *Pac. Gas*  
25 *& Elec. Co.*, 49 CPUC 2d 614, D.93-06-043 (explaining that in D.85-07-029, the Commission  
26 approved a settlement agreement between Dow, Great Western, and PG&E, concluding "that the  
27 1985 agreement satisfied the order to show cause, and on that basis, dismissed the complaint).  
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1        Third, as the above discussion confirms, the public interest supports adoption of the  
2 Settlement Agreement. The conditions set forth in the Settlement Agreement address the concerns  
3 raised by CETF and the Consumer Advocates in this proceeding in a manner that is acceptable to  
4 Frontier. CETF, whose mission is to close the "Digital Divide" by accelerating the deployment  
5 and adoption of broadband to unserved and underserved communities, has engaged in extensive  
6 negotiations with Frontier, has agreed to the settlement terms, and agreed to focus on forward-  
7 looking collaborative activities with Frontier to focus on the MOU goals. The Settlement  
8 Agreement provides the basis for the Commission to conclude that the Settlement Agreement is in  
9 the public interest based on the "public interest" factors outlined in Public Utilities Code Section  
10 854(c). Low-income and rural households will benefit from Frontier's broadband adoption and  
11 deployment commitments under the Settlement Agreement. In addition, CETF, an experienced  
12 non-profit organization that has worked with Community-Based Organizations ("CBOs")  
13 conducting broadband adoption programs for low-income and disadvantaged communities for  
14 over a decade, will collaborate with Frontier on low-income broadband adoption and deployment  
15 efforts to benefit more households. The Parties agree that the Settlement Agreement will advance  
16 the goal of closing the Digital Divide for low-income and rural communities in Frontier's service  
17 territory. Adoption of the Settlement Agreement will ensure that ratepayers receive advanced  
18 broadband services at affordable rates. For these reasons, adoption of the Settlement Agreement is  
19 in the public interest.

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1 **V. CONCLUSION.**

2 Based on the foregoing, the Parties respectfully request that the Commission grant this  
3 Joint Motion and adopt the Settlement Agreement in its entirety, dismiss the OSC with prejudice  
4 and close this proceeding.

5 Submitted this 15th day of January, 2019 at San Francisco, CA.

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23 America, Inc.

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Special Counsel to CETF



# **Exhibit 1**

## SETTLEMENT AGREEMENT

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

This amendment ("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.

#### 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.
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. Following execution of the Implementation Agreement, a dispute arose regarding the Parties' rights and obligations under the MOU and the Implementation Agreement.
5. On May 30, 2018, CETF filed with the Commission a Petition to Modify D.15-12-005 ("Petition to Modify"), claiming that Frontier has not complied with the MOU in several respects and that Frontier had thereby violated the MOU and the Commission decision approving it. On June 28, 2018, Frontier filed a Response opposing the Petition to Modify. CETF filed a Reply to the Frontier Response to CETF Petition to Modify, on July 9, 2018.
6. On October 25, 2018, the Commission issued an Order to Show Cause ("OSC"). The OSC attached a letter from certain Community-Based Organizations ("CBOs") who have received grants from CETF to achieve broadband adoptions, in furtherance of the objectives in the MOU. The OSC presented allegations regarding non-compliance with D.15-12-005 relating to the terms of the MOU with CETF.
7. Frontier filed a Verified Response to the OSC on November 2, 2018 and CETF filed a Response to Frontier's Response to the OSC on November 9, 2018.
8. A hearing on the OSC was convened by the assigned Administrative Law Judge ("ALJ") on November 28, 2018 and following partial testimony by CETF, the ALJ encouraged the parties to meet and attempt to resolve their disputes. The hearing was suspended to allow the parties an opportunity to meet and discuss possible resolution of their issues, with a joint statement due to the ALJ on December 14, 2018.

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9. Based on the additional terms reflected in this Amendment, the Parties have settled all disputes, including all matters presented in the Petition to Modify and included in the OSC.

10. This Amendment is intended to supplement and modify the Implementation Agreement to reflect the terms of the Parties' settlement of their disputes. Except as modified herein, the Implementation Agreement remains in full effect and binds the Parties regarding implementation of the MOU, which remains in effect.

### B. Terms

11. The Implementation Agreement is incorporated herein by reference. The parties agree that the Implementation Agreement incorporates the terms of this Amendment, and, with those amended terms, it is extended as set forth herein. Except as expressly stated herein, this Amendment has no effect on the parties' rights or obligations under the MOU. The terms of the Implementation Agreement remain in effect except as expressly modified by this Amendment.

12. Paragraph B(6) of the Implementation Agreement is modified so that the principal contact for Frontier is:

Charlie Born  
Director, Government & External Affairs  
Frontier Communications  
1201 K Street, Suite 1980  
Sacramento California 95814  
916.686.3570 (Office)  
916.261.4036 (Mobile)  
[charlie.born@ftr.com](mailto:charlie.born@ftr.com)

13. Paragraph B.2.c and Exhibit A of the Implementation Agreement is deleted, and is replaced by the following:

#### B.2.c.

*(i) As of November 14, 2018, Frontier has disbursed \$1 million to CETF (excluding the "Learning Communities" payment of \$50,000 to CETF for CBO workshop/meeting support as set forth in the Implementation Agreement, which is not in dispute). As set forth in the CETF Report to Frontier provided on November 14, 2018, the CBOs working with CETF pursuant to grant agreements have generated 4,541 qualified adoptions, resulting in total compensation for adoptions totaling \$272,460. CETF has advanced an additional \$433,415 to CBOs in connection with their adoption efforts.*

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*(ii) Through December 3, 2018, Frontier has provided 4,810 Wi-Fi devices to CBOs and Frontier has provided 1,716 devices directly to consumers through its direct sale channel for a total of 6,526 Wi-Fi devices shipped to date. Frontier shall provide up to an additional 43,474 devices to CBOs, to the extent that they achieve adoptions pursuant to paragraphs 20 and 21 of the MOU and the extension of the adoption program under this Amendment. Frontier agrees not to distribute more than 5,000 of the 50,000 Internet-enabled devices to customers signing up for a low-income offer through its own direct sales channel.*

*(iii) CETF and the CBOs may retain, for future qualified adoptions, the funds previously disbursed by Frontier and the Wi-Fi devices previously distributed by Frontier. Frontier will advance additional funds to CETF at \$60 per qualified adoptions from the \$3 million identified in paragraph 24 of the MOU once the total number of qualified adoptions exceeds 16,666 adoptions. The first payment to be advanced following the achievement of 16,666 adoptions by the CBOs shall be no less than \$500,000, and in amounts of \$500,000 thereafter following the achievement of 25,000, 33,333 and 41,667 adoptions by CBOs, respectively. CETF agrees that the remaining funds it holds, and all future funds it receives, shall be used to pay CBOs only for the adoptions they achieve (at \$60 per qualified adoption). CBOs may use these funds and Wi-Fi-enabled devices to enroll low-income households in any low-income service plan offered by Frontier (including, but not limited to, Frontier's Affordable Broadband service plan and Frontier Fundamentals service plan), or any low-income service plan offered by a different provider in Frontier's service territory.*

14. Paragraph B.2.d of the Implementation Agreement is deleted, and is replaced by the following:

*d. CETF is responsible for reporting the use of all funds advanced by Frontier on a monthly basis. Frontier also shall report to CETF its low income broadband adoptions on a monthly basis. Frontier may withhold future disbursements until the number of CBO-facilitated adoptions exceeds 16,666, but then will make further disbursements according to the provisions in paragraph 13 of this Amendment.*

15. The following paragraphs are added to Section C of the Implementation Agreement:

*7. Frontier may revise, discontinue, or add any low-income broadband service plan 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); provided, however, Frontier*

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*shall not discontinue its Frontier Fundamentals service before December 31, 2021, unless CETF agrees to the discontinuance.*

16. Paragraph C.6 of the Implementation Agreement is deleted, and 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, 2022, Frontier may elect to immediately disburse and distribute the remaining funds and devices to CETF.*

17. 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). As of the effective date of this Amendment, Frontier has installed public Wi-Fi at 17 locations. The Parties agree to collaborate on and complete a list of the remaining 33 locations by March 1, 2019. Frontier shall complete its installation of the remaining 33 locations by March 1, 2020 unless an entity who owns or controls the space where the Wi-Fi would be installed declines to allow Frontier to install public Wi-Fi in that space or other circumstance prevents installation at an identified location. Upon receiving such notice from an entity who owns or controls the space where a potential Wi-Fi installation had been targeted, Frontier and CETF shall promptly confer, identify and select another site. The Parties will use commercially reasonable efforts to ensure that Wi-Fi is installed at the alternative site by December 31, 2020.

18. To further effectuate covenants 8 and 10 of the MOU regarding the Northeast counties (defined in covenant 8 as Modoc, Shasta, Lassen, Plumas, Siskiyou and Tehama), Frontier shall continue its comprehensive network assessment of these Northeast counties as provided for in Covenant 8, and shall actively involve CETF in discussions and meetings with the Northeast California Connect Consortia ("NCCC") and other stakeholders, as appropriate, in its evaluation of and planning for a potential California Advanced Services Fund (CASF) grant application to reach unserved households and effectuate other benefits in the region. Frontier agrees to notify CETF no later than June 30, 2019, whether it will submit a CASF application for the Northeast Counties in accordance with the CPUC CASF Infrastructure Fund submission timelines for new applications. Should Frontier fail to file a CASF application prior to the application deadline after notifying CETF it will file such an application, decline to submit such a CASF application, or fail to notify CETF by June 30, 2019 of its intention to file such a CASF application, CETF may seek to recruit and support another Internet service provider (ISP) for a project in the Northeast Region.

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19. Frontier will provide periodic updates on broadband deployment commitments for the area in addition to considering a CASF grant project. Frontier will share confidential information with CETF related to its discussions with NCCC, consistent with the Non-Disclosure Agreement previously executed by CETF. CETF agrees to consult with Frontier in efforts to secure a CASF grant for the benefit of the Northeast Region, consistent with its obligations under paragraph 8 of the MOU, optimize CASF funding, and obtain support from stakeholders, including CETF. Parties agree to monthly status calls.

20. Frontier shall provide to CETF the annual status reports that it files with the Commission, generally in March, regarding Frontier's completed broadband infrastructure deployments (subject to the Parties' Non-Disclosure Agreement). By November 1<sup>st</sup> of each year, CETF will provide Frontier with any addresses or any other information it has obtained through its community participation, outreach and engagement regarding households in Frontier's service territory that have been identified as unserved. Frontier shall meet with the CETF President and CEO in the first quarter of each year to inform CETF of its expected deployment plans for that year, including the census block areas Frontier plans to deploy broadband services in during that calendar year, recognizing, however, that Frontier might alter such deployment plans during the course of the year as it completes the necessary engineering analysis or other conditions change. Frontier will provide CETF with a quarterly update identifying the planned number of households, by Frontier exchange area and to the extent it has specifically identified, the general neighborhood or streets Frontier plans to deploy service. The detail of and completion of the build out identified in such plans shall be in Frontier's sole discretion. Frontier shall report to CETF in each year whether or not it deployed the infrastructure that had been planned in the previous year and Frontier shall explain the reasons for any material variations in the deployment plans that are shared with CETF.

21. Frontier and CETF shall meet semi-annually to discuss Frontier's advertising initiatives and the "best practices" for advertising Frontier's low-income broadband services to low-income communities (that may encompass disadvantaged communities such as non-English speaking, immigrants and farmworkers). As an experienced non-profit organization that has worked with CBOs conducting broadband adoption programs for low-income and disadvantaged communities for over a decade, CETF shall provide Frontier with advice and information on advertising and marketing investments needed to achieve broadband adoptions for households that lack computing devices and are unconnected to the Internet. Frontier, in consultation with CETF, shall prepare and submit a written advertising plan to CETF by May 1, 2019. Frontier shall conduct targeted advertising for its low-income broadband services at least 4 times per year. Frontier agrees to utilize a variety of marketing strategies which may include, but are not limited to, in-language and in-culture advertising (e.g. Spanish language print or broadcast advertisements) and digital media advertising (e.g. social media, mobile, and search) tactics and strategies suitable for

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unconnected low-income households. Within 30 days after the approval of this Amendment by the Commission, Frontier shall remit \$25,000 to CETF to be used to augment Frontier's advertising and marketing for Frontier's low income broadband offerings. Beginning for calendar year 2019, Frontier shall annually report the number of impressions resulting from its marketing efforts to CETF and the analysis of impact that results from adoptions to provide data to inform the marketing strategies for the following year.

22. The Parties agree that the Implementation Agreement as hereby amended, resolves all disputes set forth in the Petition to Modify, and the October 8, 2018 letter raised by the CBOs and presented by the OSC. The Parties agree to support and seek Commission approval of this Amendment and dismissal of the Petition for Modification and the OSC, without penalties or sanctions imposed on either party, in a joint motion. Should either Party violate this Amendment, the other Party reserves its rights to enforce the MOU, the Implementation Agreement, and/or this Amendment through any procedure permitted by law, including any applicable procedure under Commission rules.

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

24. This Amendment is only effective upon the dismissal or resolution of the OSC without penalties or sanctions and the approval of the Amendment by the Commission.

Accepted on behalf of CETF by:



Sunne Wright McPeak  
President and CEO

Accepted on behalf of Frontier by:



Kevin Saville  
Sr. Vice President, General Counsel &  
Assistant Secretary