

August 2, 2019

Mr. Daniel P. Wolf  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7th Place E, Ste. 350  
St. Paul, MN 55101

**Re: *In re Commission Inquiry into the Service Quality, Customer Service, and Billing Practices of  
Frontier Communications, P407, 405/CI-18-122***

Dear Mr. Wolf:

Enclosed and filed in the above docket, please find a Proposed Stipulation of Settlement Pursuant to Minn. Stat. § 237.076 ("Proposed Settlement") between the Minnesota Department of Commerce ("Department") and Frontier Communications of Minnesota, Inc. and Citizens Telecommunications Company of Minnesota, LLC (collectively "Frontier").

The Department and Frontier jointly support and recommend that the Commission approve the Proposed Settlement. In light of the Proposed Settlement, the Department and Frontier do not intend to file further comments in response to the Commission's March 11, 2019 Notice Requesting Comments in this matter.

The Proposed Settlement does not include or resolve certain issues identified in Sections III. S.-U., III. W.-X., and VII J. and K. The Department anticipates that it will separately address issues not included or resolved by the Proposed Settlement, and that Frontier will have the opportunity to respond.

The Department and Frontier will provide further information as may be requested by the Commission on the Proposed Settlement or other issues for which the Commission seeks clarity or additional information.

Sincerely,



STEVE KELLEY  
Commissioner

Enclosure

Cc: Richard J. Johnson, Esq.  
Kevin Saville  
Max Keiley, Esq.

## **PROPOSED STIPULATION OF SETTLEMENT PURSUANT TO MINN. STAT. § 237.076**

Pursuant to Minn. Stat. § 237.076 (2018) Frontier Communications of Minnesota, Inc. (“Frontier-MN”) and Citizens Telecommunications Company of Minnesota, LLC (“CTC-MN”) (collectively “Frontier”) proposes, and the Minnesota Department of Commerce (“Department”) (individually “Party” or collectively the “Parties”) hereby agrees to and supports the acceptance by the Minnesota Public Utilities Commission (“Commission”) of this Proposed Stipulation of Settlement (“Proposed Settlement”). An Index of Topics covered in this Proposed Settlement is attached as Exhibit 1.

### **I. INTRODUCTION**

The Proposed Settlement provides: (1) a proposed process under which Frontier will offer customer remedies for certain past events that occurred during a period of time that begins with commencement of the most recent Frontier Alternative Form of Regulation (“AFOR”) plans, and after the expiration of those plans, through the date of service of the Claims Notice, as defined in Section II below, which shall occur within 90 days following the date of the Commission Order accepting this Proposed Settlement as described in Section II below; (2) steps Frontier will take to improve future service quality, customer service, and billing practices, and comply with Minnesota law as described in Section III below, including regular reporting demonstrating that it has taken those steps; and (3) ongoing service quality performance with metrics that provide for customer remedies if the standards are not met.

#### **A. Time Period of Proposed Settlement:**

All remedies and reporting required under this Proposed Settlement that extend beyond what is provided for in the Commission’s rules will terminate two years after the Commission Order accepting this Proposed Settlement if Frontier is in Substantial Compliance (as defined in Section IV.B, below) with satisfying the requirements and reporting set forth in this Proposed Settlement, as provided in Section IV.B. below. If Frontier fails to meet the Substantial Compliance requirements for one or more of the Service Quality Metrics (described in Section IV.A. below), the obligations relating to such Service Quality Metrics may continue in effect as provided in Section IV.B. below.

#### **B. Reporting Verification:**

All reports required under this Proposed Settlement will be reviewed and submitted by the Frontier State Operations Director, or someone in a comparable position, who will state by affidavit or affirmation that he or she has reviewed the report, has undertaken a reasonable investigation to confirm its veracity, and based on that investigation, believes it to be accurate. Reports will be submitted via the eFiling system. Reports that contain not-public data, if marked by Frontier consistent with the Commission’s rules, will only be available to persons authorized to view not-public data.

If the Department believes that any of the information filed in a report is inaccurate, the Department may make any investigation it deems appropriate, including a reasonable factual inquiry of Frontier, and Frontier will reasonably cooperate. If the Department is not satisfied with a report, the Department shall notify Frontier of its objections and Frontier shall have 10 working days to address the Department’s objection and re-submit. If the Department continues to object to a resubmitted report, the Department may request the Commission to determine, after notice and comment by Frontier and other persons and entities, whether to designate a 3<sup>rd</sup> party auditor to complete a review or take some other action, at Frontier’s expense, to verify the accuracy of data and the completeness

of a report.

**C. Department Review and Comment of Plans, Communications, Notices, and Training Materials:**

All plans, including the Maintenance Plan described in Section III.A below, communications, notices, or training materials subject to review by the Department are deemed accepted within 30 working days of submission by Frontier unless the Department notifies Frontier of an objection. If the Department notifies Frontier of an objection, Frontier shall have 10 working days to address the objection and re-submit to the Department. If the Department's objections are not resolved, the Department may file comments with the Commission, and may request that the Commission take any appropriate action, including but not limited to finding that Frontier is not in compliance with the Commission Order accepting this Proposed Settlement. Frontier and other persons and entities may file reply comments. Thereafter, the Commission may make any further order it deems appropriate. All plans will be submitted via the eFiling system. Plans that contain not-public data, if marked by Frontier consistent with the Commission's rules, will only be available to persons authorized to view not-public data.

**D. Training:**

All training to be provided under this Proposed Settlement will be provided to current Frontier employees, new employees, and contractors, prior to being assigned to perform duties related to Minnesota telephone service, facilities, billing, or collection. Training may be provided in conjunction with performing duties related to Minnesota operations for Frontier representatives that are not routinely involved in Minnesota operations.

**E. Credits and Refunds:**

All credits and refunds owed to any customer or former customer pursuant to this Proposed Settlement are to be remitted promptly to the customer, no later than 90 days following a determination that the credit or refund is due to the customer. Amounts owed to current customers will be credited to the customer's account. Amounts owed to former customers will be refunded by check, electronic funds transfer or debit card.

**F. Prior Customer Remedies:**

Individual customer remedies for the period of the most recent AFOR plans through the date of the Commission's Order accepting this Proposed Settlement: Frontier agrees to a process that will enable customers to identify and make claims for service related issues: (1) based on remedies in the Frontier-MN AFOR (which started on March 1, 2015 and ended on February 28, 2018) and the CTC-MN AFOR (which started on November 1, 2015 and ended on October 31, 2018); and (2) based on applicable Minnesota rules occurring between January 1, 2017 through the date of service of the Claims Notice, as defined in Section II below. That process is described below in Section II.

**G. Future Customer Remedies:**

Frontier will in good faith improve telephone services and comply with all applicable Minnesota rules and laws. Customer remedies for future telephone services are provided below, beginning on the date of the Commission's Order accepting this Proposed Settlement. The date of the event triggering the remedy shall be considered the date of the future remedies under this Section for the

purpose of determining whether the remedy is within the time period of the Proposed Settlement. Frontier will provide a quarterly report to the Department detailing all customer remedies paid pursuant to Section I.G.1 through I.G.6 below. Those customer remedies, subject to the exclusions based on Uncontrollable Events and Common Causes described in Section V below, will begin the day following the date of service of the Claims Notice, as defined in Section II below, and are as follows:

**1. *Installation:***

If Frontier is unable to provide primary local exchange telephone service within three business days of being requested, or on a later date for installation if requested by the customer (without any extension of or limitation to the installation date by Frontier), Frontier will waive the one-time installation charge for primary line connections.

**2. *Out of Service:***

If Frontier fails to reinstate basic primary residential or business telephone service within 24 hours of being reported to Frontier, or a later date for repair if requested by the customer without repair date limitations or delays prompted by Frontier's representatives, processes, or systems, Frontier will provide the customer a daily pro rata adjustment (i.e., 1/30th) of the monthly local telephone service recurring charge ("Daily Pro Rata Adjustment") as provided in Minn. R. 7810.1400, subp. 2 and a daily credit of \$5 for a residential customer or \$10 for a business customer, beginning 24 hours after the report of the outage. Except as provided in Section V, for telephone service outages that last longer than 10 days, a credit of \$10 per day for residential customers or \$20 per day for business customers will be provided for the 11th and succeeding days. If more than 50 customers are affected by a common cause event as described in Section V.B. below causing an outage, these customers will receive only the Daily Pro Rata Adjustment after 24 hours, as provided in Minn. R. 7810.1400, subp. 2.

**3. *Service Impairment:***

Static, cross talk, inadequate volume, intermittent transmission, and other noise that impairs telephone service communications will be addressed as provided in Section III.R below. Trouble reports of static, cross talk, or other noise that are determined to arise within Frontier facilities (not on the customer side of the demarcation point) and that result in an inability to use the telephone service will be eligible for credits equivalent to the credits provided for Out of Service conditions in I.G.2 above.

**4. *Repeat Trouble:***

For instances of the same trouble for telephone service reported on the same access line within 30 days, Frontier will credit a residential customer \$10 for each like-occurrence and a business customer \$20 for each like-occurrence.

**5. *Repair Appointments:***

If Frontier misses a repair ticket commitment date for telephone service when the customer is required to be at the premises, Frontier will provide a credit of \$25.

**6. *Call Answer Times:***

During each monthly measurement period during which less than 90 percent of calls to the Frontier Minnesota specific 800 number (as described in Section III.Q below) were answered within 20 seconds, for those customers whose call to this 800 number took longer than 10 minutes to answer in that measurement period, Frontier will provide a \$5 credit after the first 10 minutes and a \$5 credit for each subsequent 5 minutes that the

customer is waiting for an answer to a maximum total credit of \$20. An “answer” shall mean that the operator or representative is ready to render assistance and/or ready to accept information necessary to process the call, consistent with Minn. R. 7810.5200. Frontier will file a report with the Department describing each such credit and to whom the credit was paid.

## **II. CUSTOMER CREDITS AND REFUNDS THROUGH A DATE THAT IS 90 DAYS AFTER THE DATE OF COMMISSION ORDER ACCEPTING THIS PROPOSED SETTLEMENT**

As provided below, Frontier telephone service customers may obtain appropriate credits or refunds relating to telephone service provided by Frontier as follows:

(1) Under the Frontier-MN AFOR (credits and refunds will be offered for the period from March 1, 2015 through February 28, 2018) and under the CTC-MN AFOR (credits and refunds will be offered for the period from November 1, 2015 through October 31, 2018), which include remedies from Table lines (a), (m), (n), and (o) below;

(2) Under Minnesota Rules for the period from January 1, 2017 through a date that is up to 90 days after the date of the Commission Order accepting the Proposed Settlement (except that customers improperly charged early termination fees under Table line (h) below will be eligible for credits or refunds for early termination fees charged beginning in January 1, 2016);

Frontier will provide, subject to the Department’s review and comment, a plan for consumers to seek refunds and credits. The following mechanism will be used to identify and evaluate those potential customer credits or refunds:

Within 90 days of the Commission’s Order accepting this Proposed Settlement, Frontier will send a letter by first class U.S. Mail, including a self-addressed, postage prepaid envelope, to all of its existing Minnesota customers prominently notifying the customers of an opportunity to identify specific instances relating to the following issues with their Frontier local telephone service that occurred through the date of the letter and for which the customer has not already been credited or refunded (“Claims Notice”). Former Frontier customers may also seek refunds but will not receive this mailed Claims Notice except as specified in table item (h), below. As to customers for whom Frontier has an email address, Frontier, in addition to the above, also will send substantially the same information contained in the Claims Notice via email. Frontier will also provide a bill insert one side of which prominently alerts the customer to the opportunity to file a claim. Frontier and the Department will prominently provide information on their websites that may be used by existing and former Frontier customers to file a claim if they believe that they are owed credits or refunds. The notice, the envelope containing the notice, website contents and design for the Frontier websites, email, both sides of all bill inserts included with the Claims Notice, and the form to be returned by the customers and former customers will be discussed and mutually agreed upon between Frontier and the Department, as a plan subject to Department review and comment, before being sent to or accessible by customers. At minimum: (1) the mailing, email, website, and the form to be completed by customers and former customers prominently will include information on the opportunity above described; (2) emails will have a subject line that prominently alerts the recipient to the nature of the opportunity; and (3) the bill insert Claims Notice will be in at least 16 point type and in a color contrasting with all other information in the mailing, and the envelope containing the Claims Notice will alert the addressee of the inclusion of the Claims Notice.

The Frontier webpage(s) with Minnesota-specific information shall include: (1) the new Minnesota-specific 800 number and its use (as described in Section III.Q. below), (2) the method for reporting concerns about Frontier’s Minnesota plant (as described in Section III.A. below), and (3) a reasonable description of the Medical Emergency Account (“MEA”) program and a link to the dedicated webpage at [www.frontier.com/mnmedicalnotation](http://www.frontier.com/mnmedicalnotation) (as described in Section III.D. below). The Frontier webpage(s) with Minnesota-specific information will also include, during the applicable time period, (1) Claims Notice information on the availability of Frontier credits and refunds, and (2) the form to submit requests for credits and refunds.

Within 90 days of the Commission’s Order accepting this Proposed Settlement, Frontier will implement processes for Internet traffic directed to the Frontier.com website that originates from an identifiable Minnesota specific IP address (including visits of non-unique, repeat visitors) to a web page that prominently displays notices of links to the Minnesota-specific information.

The webpage(s) on the availability of Frontier credits and refunds will be designed so that the credit or refund request form can be completed and submitted electronically in as simple a manner as Frontier reasonably can create. The communications and form will provide an opportunity to identify specific instances relating to the following issues and remedies:

**TABLE OF EVENTS AND CUSTOMER REMEDIES**

Event	Remedy
a) Telephone out-of-service condition not restored within 24 hours or later date requested by customer without repair date limitations or delays prompted by Frontier’s representatives, processes, or systems (AFOR until expiration and Minn. R. 7810.1400) (Topics III.C and L).	After customer specific, case by case review, Frontier will provide credit and/or refund to the customer in the amount of a Daily Pro Rata Adjustment (i.e., 1/30th) of the monthly local telephone service recurring charge and daily credit or refund of \$5 (res) or \$10 (bus).
b) Incorrect billing for telephone service related to vacation rate (Topic III.H below).	After customer specific, case by case review, Frontier will provide a credit or refund of any incorrectly billed amount in excess of the applicable vacation rate.
c) Assessment of any late fees for telephone service when the customer made the payment on or prior to the due date and Frontier did not process the customer’s payment in a timely manner (Topic III.H below).	After customer specific, case by case review, Frontier will provide a credit or refund of any incorrectly billed late fees.

Event	Remedy
d) Failure to cancel the customer's telephone service upon the request of the customer, which resulted in additional telephone service billing to the customer (Topic III.H below).	After customer specific, case by case review, Frontier will provide a credit or refund of any incorrectly billed amount to the customer taking into account the amount and duration of any use of the service by the customer following attempted cancellation, knowledge by the customer of the failure to cancel, and other relevant factors related to the billing since January 1, 2017.
e) Charged a fee to receive a paper bill for telephone service (Topic III.I below).	After customer specific, case by case review, Frontier will provide a credit or refund of any incorrectly billed fee to receive paper bill.
f) Charges for three-way calling fees without being subscribed to the service or for unauthorized or unintended three-way calls if the customer was subscribed to the per-use service (Topic III.J below).	After customer specific, case by case review, Frontier will provide a credit or refund of any incorrectly billed charge for three-way calling.
g) Charges for unauthorized directory assistance or 411 calls (Topic III.J below).	After customer specific, case by case review, Frontier will provide a credit or refund of any incorrectly billed directory assistance charge.

Event	Remedy
h) Payment of an early termination fee for telephone service without having signed a term agreement or having no knowledge of automatic renewal provisions for telephone service (Topic III.K below). (Frontier will provide the draft notice to the Department for review and comment, and will send a written notice to the last-known address for all customers that no longer have Frontier services and were charged an early termination fee for telephone service since January 1, 2016. "Last-known address" shall be considered: (1) the last address that either Frontier or any of its vendors (including collection agencies and credit bureaus) has on file; or (2) the last email address for those customers that received billings via email, or whose email address is known to Frontier.).	After customer specific, case by case review, Frontier will provide a credit or refund of any incorrectly billed telephone service early termination fee.
i) Inappropriate charges or fees to reconnect telephone service (Topic III.L below).	After customer specific, case by case review, Frontier will provide a credit or refund of any incorrectly billed charge or fee to reconnect telephone service.
j) Disconnection from voice telephone service without proper notice (Topic III.M below).	After customer specific, case by case review, \$40 and waiver of telephone service installation charge.
k) Denial of local exchange telephone service (Topic III.O below).	After customer specific, case by case review, \$40 and waiver of telephone service installation charge.
l) Failure by Frontier to timely effect a permanent repair of electrical faults or poor transmission characteristics for telephone service (Topic III.R below).	After customer specific, case by case review, a single \$10 credit (res) or \$20 credit (bus).
m) Delayed installation of primary local service line beyond three business days (AFOR).	After customer specific, case by case review, waiver of telephone service installation charge.
n) Repeat occurrence of the same trouble on the same line within 30 days (AFOR).	After customer specific, case by case review, \$5 credit (res) or \$10 credit (bus).
o) Missed repair appointment for telephone services (AFOR).	After customer specific, case by case review, \$10 credit (res) or \$20 credit (bus).



Event	Remedy
p) Telephone service trouble reports that had been made in earlier calls but the customer service representatives claim no trouble report exists in later calls on the same issue.	After customer specific, case by case review, a single \$10 credit (res) or \$20 credit (bus).

1. Customers will have 90 days from the date the notice is sent to send any claims to Frontier. This time limit will be clearly provided in the notice. The claims must be in writing (by letter or by email). The Department or Commission may submit claims on behalf of either current or former customers. Within 90 days of the Commission Order accepting this Proposed Settlement, Frontier will review all comments and complaints in the 18-122 Docket accessible to it regarding telephone service. If using the name, mailing address, phone number, or email address of the commenter or complainant, Frontier reasonably can identify a current or former Frontier customer, Frontier will send a separate notice to that person acknowledging the comment or complaint and providing the Claims Notice described above.
2. Within 90 days of the receipt of a written claim, Frontier will review the claim and provide any appropriate credit to the customer's account or refund to the former customer.
3. No later than the 14th day of the following month, Frontier will file a monthly report with the Department, beginning the first month after issuing Claims Notices and ending with the last review of the written claims, regarding the number of written claims it has received from customers, Frontier's final resolution of the claims, and the credits or other remedies provided for each claim identified. Frontier will include with the report copies of all written customer claims and Frontier's responses. Where Frontier determines that a claim does not warrant a credit, Frontier will provide to the Department and the customer the reason why the determination was made. If the Department disagrees with Frontier's decision, Frontier may provide the customer credit and/or seek mediation of disputed claims pertaining to telephone service through the Office of Administrative Hearings. Frontier may aggregate disagreements in a single request for mediation to the Office of Administrative Hearings. The Parties agree to jointly request the Commission to provide the Executive Secretary with authority to refer any such mediation request to the Office of Administrative Hearings for mediation. If such mediation is not successful as to all disputed claims, Frontier may provide the customer credit or aggregate all remaining disagreements in a single petition for resolution by the Commission. The Parties contemplate that the Commission may order an expedited proceeding under Minn. Stat. § 237.61 for determination. This Proposed Settlement does not preclude any customer from taking separate action, including but not limited to, filing a separate complaint with the Commission regarding their concerns.

### **III. SPECIFIC STEPS FRONTIER WILL TAKE TO IMPROVE FUTURE SERVICE QUALITY, CUSTOMER SERVICE, AND BILLING PRACTICES**

#### **A. ENGINEERING/SAFETY; CONSTRUCTION AND MAINTENANCE**

- 1) In providing telephone service, Frontier agrees to comply with the provisions of Minn. Rules 7810.5000, 7810.3200, 7810.3300, 7810.4900, and 7810.5500 and the National Electrical Safety Code. Frontier will file a report on a quarterly basis with

the Department describing each identified instance in which it has failed to comply with these rules or with the National Electrical Safety Code for any time period during the quarter.

- 2) Within 90 days of the Commission's Order accepting this Proposed Settlement, Frontier will develop a plan (the "Maintenance Plan") to identify, monitor, evaluate, anticipate, and address: instances of temporary lines, above-ground lines awaiting burial, other exposed lines, broken or damaged pedestals, flooded facilities, broken or damaged poles, or other outside plant concerns, including those reported by customers or that reasonably can be anticipated (the "Identified Plant Issues"). The Maintenance Plan will be filed and subject to Department review and comment.

The Maintenance Plan will include information regarding the training of Frontier employees and contractors regarding the process for identifying and reporting temporary lines, above-ground lines awaiting burial, other exposed lines, broken or damaged pedestals, broken or damaged poles, or other outside plant concerns. The Maintenance Plan will address how Frontier will (1) comply with the provisions of the rules identified in Section III.A.1, (2) support Frontier employees and contractors in identifying, monitoring, evaluating, and promptly addressing Identified Plant Issues and (3) monitor Frontier employees and contractors activities to achieve compliance with the Maintenance Plan.

As part of the Maintenance Plan, Frontier will establish an address, 800 phone number, and email address for customers and the public to report safety or service-affecting plant concerns to Frontier. Frontier will notify customers in writing of this ability to report plant concerns, and will include this information on its website and in any published telephone directory. The Maintenance Plan, the notice, website information and the manner it is displayed in the telephone directory will be submitted for review and comment, as provided in Section I.C.

- 3) Frontier operations and engineering personnel, including the Frontier State Operations Director and senior engineering representative, will review Frontier's operations on an ongoing basis to assure the furnishing of safe and adequate telephone service, and shall meet no less often than monthly, to review and evaluate Identified Plant Issues, and determine what actions are necessary to address the reported issues, including remediation, repair, or replacement of equipment, increases of parts and equipment inventory, and increases of permanent and contract staff levels. Issues that involve impacts to service or safety to the public will take priority.
- 4) Frontier will provide a report quarterly to the Department that will: (1) affirm that the monthly meetings identified above have occurred; (2) list the Identified Plant Issues identified or addressed in that quarter; (3) list when the issue was reported or determined, and how Frontier learned of the issue; (4) list the determination of remediation, repair, or replacement action to be taken; and (5) list when any action was taken. For instances where an action that has been determined to be necessary has not been completed within 30 days of the initial plant report that identified an issue, the quarterly report will identify why action has not been completed and when action is expected. Absent large volumes of Identified Plant Issues that Frontier

demonstrates to the Department it could not have anticipated, Frontier's staffing level will not cause delay in resolving any future Identified Plant Issues. To the extent the Department believes that staffing resources may have adversely impacted the resolution of Identified Plant Issues, the Department may make any factual investigation it deems appropriate, including a reasonable inquiry of Frontier, and Frontier will reasonably cooperate. After such an inquiry, Frontier and the Department will either mutually agree to a solution or either Party may request a resolution by the Commission, subject to reply comments by the other Party and any other person or entity. Thereafter, the Commission may make any further order it deems appropriate.

## **B. EMERGENCY OPERATIONS**

- 1) Frontier will file a report with the Department, within 90 days of the Commission's Order accepting this Proposed Settlement, that demonstrates that Frontier complies with Minn. Rule 7810.3900, as provided in subsections (a), (b), and (c) below, and with (d) below:
  - a. Frontier has made reasonable provisions to meet emergencies resulting from failures of lighting or power service, sudden and prolonged increases in traffic, illness of operators, or from fire, storm, or acts of God, including arrangements Frontier has made that secure Frontier's access to staff, equipment, and material that may be needed to re-establish telephone service with the shortest possible delay while ensuring the safety of Frontier personnel;
  - b. Frontier has made provision to ensure that mobile power units are available to be delivered "on short notice" and "readily connected" with the "shortest possible delay";
  - c. Frontier has informed employees of the procedures to be followed in the event of emergency, to prevent and mitigate interruption or impairment of telecommunications service, and ensure the "shortest possible delay" for restoration of service; and
  - d. Frontier has a permanent generator in place for each central office, or alternatively a minimum of four hours of battery backup at each central office and access to a mobile power unit that can be delivered and powered on before loss of battery backup at a central office.

## **C. INTERRUPTIONS OF SERVICE AND MAINTENANCE OF RECORDS TO PROVIDE ACCURATE REPORTING OF OUTAGES**

- 1) Frontier customer service representatives taking repair calls will be trained to ask the customer if Frontier services other than those the customer is initially calling to report are also experiencing troubles. A copy of the training will be submitted to the Department for review and comment. If the customer states that they have a telephone service outage, a trouble ticket with a report code associated with telephone trouble will be created, and the trouble will be included as a telephone

trouble in reporting to the Department.

- 2) Frontier will provide the Department a monthly report of all telephone service outages or instances where the line is unusable by the customer due to static or crosstalk, including those where the customer initially called in to report an Internet outage but determined the outage also includes telephone service. The report shall be provided to the Department on a monthly basis, and include the following for each outage:
  - The customer's name
  - The customer's address
  - The customer's exchange
  - The customer's telephone number
  - Whether it is a medical emergency account
  - The date the telephone service trouble was first reported and the ticket was opened
  - The date the telephone service trouble was repaired and the ticket was closed
  - The trouble reported (the report code)
  - The clearing code (Fault)
  - The clearing code (Cause)
  - The clearing code (Plant item)
  - The clearing code (Action)
  - The amount of credit provided, if any
  - The number of telephone outages for the same access line in the last 24 months
  - Whether the trouble was excluded from the remedies provided with this Proposed Settlement.
- 3) The Department may make any factual investigation it deems appropriate, including a reasonable inquiry of Frontier, relating to telephone trouble tickets identified in the report and Frontier will reasonably cooperate.
- 4) In the report, Frontier will include all telephone outages, even if caused by circumstances outside Frontier's control, that Frontier could not have reasonably anticipated and prevented, or that are Uncontrollable Events, as identified in Section V below. In the report, Frontier will provide an explanation for any outages that were not restored within 10 days.
- 5) If in any quarter, Frontier is unable to restore service on 95% of telephone service outages within 24 hours in any individual Minnesota exchange, Frontier will, within 14 days of the submission of the last monthly report of the quarter, present a plan to the Department for review and comment describing all actions Frontier will undertake to improve results. That plan will describe any additional resources necessary to improve results, how those additional resources will be obtained and utilized, including review of permanent staff levels and contract staff levels. The plan will include a proposal to provide to customers in the impacted exchange a prominent bill message in each monthly bill (including prominent notice in

electronic communications with customers who do not receive paper billing) issued during three following months (beginning as soon as the information can be practically included in the bill) explaining the circumstances under which customers are eligible for a Daily Pro Rata Adjustment (i.e., 1/30th) of the monthly local telephone service recurring charge and \$5/day (residential) or \$10/day (business) credit if their telephone service is not restored in 24 hours.

#### **D. MEDICAL EMERGENCY ACCOUNTS AND CUSTOMER TROUBLES**

##### **Medical Emergency Accounts:**

Frontier will, within 90 days of the Commission Order accepting this Proposed Settlement:

- 1) Expedite the installation, repair or restoration of a customer's telephone service that is a Medical Emergency Account ("MEA"), consistent with Minn. Rules 7810.2800 and 7810.5900. Upon receipt of the customer's medical provider certification, the customer's telephone account will be flagged in Frontier customer support systems to identify their MEA status to Frontier personnel, including repair personnel. In the event of a subsequent telephone trouble report for the account, the MEA indicator in the customer's record will require priority handling by all Frontier representatives.
- 2) Update its protocols and training for customer service representatives to ensure its representatives are informed and prepared to effectively assist customers who may be eligible for the MEA program, know the process for a customer to enroll in that program, and understand the necessity of an MEA flag on the customer account for a customer's trouble to be expedited. If a customer without a MEA flag on the account makes a call for repair and identifies a medical concern, the representative will inform the customer regarding the procedure to obtain MEA status and reasonably help the customer to enroll in Frontier's MEA program. Frontier will make a reasonable attempt to expedite the request, however, Frontier representatives will not guarantee to customers lacking an MEA flag on their account that repairs will be expedited.
- 3) Update its training and protocols for repair personnel to ensure its representatives prioritize repair and restoral of MEA-flagged telephone service.
- 4) Include a prominent bill insert in the bills for all Minnesota residential telephone customers explaining the MEA program within 90 days after the Commission Order accepting this Proposed Settlement and then semi-annually during the remaining term of this agreement. Customers with electronic or automatic billing will receive a similar prominent electronic message. A bill message explaining the MEA program and instructing customers on how to enroll will also be prominently printed on each of the bills (and in any electronic message to customers receiving electronic bills) issued for the three months that commence 90 days after Commission Order accepting this Proposed Settlement. A similar bill message will be issued quarterly. At minimum, the bill message will appear in a font size no smaller than the "TOTAL AMOUNT DUE" font size on consumer bills. Frontier will review all comments and complaints made in this 18-122 Docket, and, if a commenter/complainant who mentioned medical or health concerns can be

identified as a current telephone service customer, Frontier will provide them, within 90 days of the Commission Order accepting this Proposed Settlement, the MEA information and an MEA enrollment form. Frontier will file a report on the persons so informed of the program.

- 5) Prominently include information on the MEA program in its published telephone directories.
- 6) Maintain a dedicated webpage at [www.frontier.com/mnmedicalnotation](http://www.frontier.com/mnmedicalnotation) for customers to learn about the MEA program, including how to enroll. In addition, as discussed above in Section II regarding identifiable Minnesota IP addresses, Frontier will ensure that its website information about the program is readily available to Minnesota local telephone service customers by use of the search function on [frontier.com](http://frontier.com), including but not limited to searches for terms such as: “medical” “priority” “health” “healthcare” “doctor” “emergency” “sick” “ill.”
- 7) Either call or send a prominent written notification to Minnesota customers that have signed up for MEA at least 1 month before the end of the 12-month MEA term advising them that their MEA priority status will expire unless the customer renews it, advising the customer how to renew, and offering to reasonably assist the customer renew.
- 8) Revise its website and training documents to explain that Minnesota customers may submit medical priority request for the installation of basic telephone service, in addition to the repair of telephone service.
- 9) Revise training documents to clarify that authorized customer representative with power of attorney can assist/submit medical certification completed by a medical provider; and the specific medical condition/information does not need to be disclosed on certification form. The training materials will also specify that the provision of the medical provider’s state registration or license number is not mandatory.
- 10) Provide the above-referenced training on the MEA program, and any updates and revisions to training material, electronic messages, bill messages, inserts, website contents and design, and written notifications to the Department as plans for review and comment under Section I.C above

Frontier will report quarterly to the Department on the number of customers that have provided documentation and added medical priority to their telephone service accounts. Frontier will include in its quarterly reports a review of how dispatchers are determining the placement of customers with medical priority in the queue for repair or installation.

### **Trouble Reports:**

If the trouble report rate for any exchange exceeds 6.5 troubles per 100 access lines per month for a quarter, within 14 days of the delivery of any such report, Frontier will submit a plan to the Department for review and comment describing any actions needed to improve results.

#### **E. REPORT TO COMMISSION ON SERVICE DISRUPTION**

Frontier will submit a copy of any Network Outage Reporting System (“NORS”) report related to Minnesota telephone service outages to the Department within 5 business days of filing with the FCC.

Frontier will report to the Commission telephone service outages that involve: (1) any outage involving 911 PSAP service for more than 10 minutes; (2) trunking failures that isolate an exchange from 911 PSAP locations for more than 30 minutes; (3) an outage lasting more than 60 minutes that affects at least 50 lines in an out-state exchange; (4) an outage involving more than 60 minutes that affects at least 250 lines in a metropolitan exchange; and (5) common cause events affecting more than 50 lines (as identified in Section V.B below).

Nothing in this Proposed Settlement is intended to modify or preclude Frontier’s obligations to the Minnesota Department of Public Safety and the Commission regarding 911 service.

#### **F. INFORMATION AVAILABLE TO CUSTOMERS AND PUBLIC**

Frontier will provide customers with convenient access to qualified personnel, including supervisory personnel, related to accounts with telephone service, as required by Minn. Rule 7810.1000. Frontier will provide to the Department within 90 days of the Commission Order accepting this Proposed Settlement a plan that includes the following:

- 1) Convenient access includes a call answer time to a customer service representative consistent with the description in Section I.G.6 above and Section Q below.
- 2) Frontier customer service representatives will be trained on providing customers with convenient access to supervisory personnel. That training will include the following topics:
  - Customer service representative will transfer a call to a supervisor upon request of the customer.
  - Customer service representative will ask the customer at the end of the call if the customer’s reason for calling has been resolved. If the customer says “no,” the customer service representative will either continue to work toward resolving the issue or offer to transfer the call to a supervisor.
  - If a supervisor is not available to the customer within a reasonable time the representative will offer the customer the option for the supervisor to return the customer’s call. If the customer requests a return call rather than waiting on the line, a supervisor will return the customer’s call regarding telephone service or telephone billing issues within 4 hours, or at a later time if requested by the customer.
- 3) Frontier will update its training materials used for customer service representatives to incorporate the above. The training materials will be provided to the Department for review and comment prior to use.

## **G. COMPLAINT REPORTING**

Frontier will provide the following, to the Department within 90 days of the Commission Order accepting this Proposed Settlement:

- 1) Frontier will provide monthly reports to the Department of all telephone service complaints received from the Commission, the Federal Communications Commission, the Minnesota Office of Attorney General, the Department of Commerce, other state or federal regulatory bodies, the Better Business Bureau and any other governmental entity providing consumer assistance. Monthly reports shall be due no later than the 7th day of the following month.
- 2) Frontier will also provide reports to the Department pertaining to all trouble reports received relating to telephone services provided by Frontier (Section D) quarterly, telephone service reconnection fees (Section L) quarterly, telephone service answer time (Section Q) quarterly, telephone service static, cross talk, and other noise (Section R) quarterly, and telephone service outages (Section C) monthly. Quarterly reports shall be due no later than April 14, July 14, October 14, and January 14 for the preceding quarter.

In the reports, Frontier will identify any action taken as a result of the complaints received in (1) above or in response to the reports identified in (2) above, including corrective action, system or process changes or training. If Frontier updates documentation as a result, the updated documentation will be shared with the Department.

- 3) Frontier will provide the periodic reporting to customers regarding pending complaints that is required by Minn. R. 7810.1100.
- 4) Frontier will also include information in monthly bills informing customers of the opportunity to file their concerns, including bill disputes, with the Commission. The information will include the Commission's mail and email addresses and telephone number for filing complaints with the Commission. The bill message will be subject to Department and Commission Staff review prior to use.
- 5) In responding to customers' concerns, Frontier will provide information and an MEA enrollment form to customers that identify medical or health issues in their complaint.
- 6) As stated in Section III.N below, in cases where a customer files a dispute regarding billing for telephone service, and Frontier does not agree with the customer's position regarding billing for telephone service, Frontier will address the dispute consistent with Section III.N.4 below and will provide three copies of an escrow payment form to the customer, and instructions for its use.
- 7) The Parties do not agree on how the term "complaint," as used in the Commission's rules, is defined. This Proposed Settlement does not preclude the Parties from advocating how the term "complaint" should be defined in any matter before the Commission. If the Commission should issue or change a rule or issue an order regarding complaints, nothing in this Proposed Settlement precludes



Frontier from being subject to such change of law.

#### **H. CUSTOMER BILLING; DEPOSIT AND GUARANTEE REQUIREMENTS**

Frontier will provide the following to the Department within 90 days of the Commission Order accepting this Proposed Settlement:

- 1) Frontier will review and update its training materials, as needed, on how customer service representatives are to assist consumers with the cancellation of telephone service accounts following the death of a Frontier customer. The updated training materials will be submitted to the Department for review and comment.
- 2) Frontier agrees to review its procedures on refunding balances on cancelled telephone service accounts to address whether it can provide a refund on the balance due to the customer sooner than 90 days. Frontier will compile a report regarding its review and submit the report to the Department for review and comment. The report will include any changes to procedures Frontier proposes.
- 3) Frontier will implement practices and procedures to ensure compliance with Minn. Stat. §§ 237.06 and 237.07, and in particular, that it will charge customers correctly, including for vacation rates, late fees, cancellation of contracts for telephone service, refunds of balances owed (with interest, as required by Minn. Stat. § 325E.02), and will not refer customers to collection agencies without first determining if a bill is disputed and without following the procedures agreed to herein regarding billing disputes (Section III.N below). Frontier will not use gift cards to return customer funds.

#### **I. PAPER BILLING; EXPLANATION OF BILLS AND RATES**

- 1) Within 90 days of the Commission's Order accepting this Proposed Settlement, Frontier will provide paper billing to any telephone service subscriber that has not requested electronic billing. Frontier will withdraw its tariff language to charge for paper bills to those customers that have requested electronic billing.
- 2) Within 90 days of the Commission's Order accepting this Proposed Settlement, Frontier will review and revise, if necessary, its training material for customer service representatives to instruct representatives to explain rates, charges, and provisions to telephone service customers, upon request, as well as options available to enable subscribers and applicants to obtain the most economical communications service for their needs. Frontier will provide a copy of this training material to the Department for review and comment.

#### **J. THREE-WAY CALLING AND BILLING FOR SERVICES NOT ORDERED**

- 1) Within 90 days of the Commission's Order accepting this Proposed Settlement Frontier will withdraw its tariff for the provision of three-way-calling as a pay-per-use service.
- 2) If Frontier receives three or more complaints in a quarter, as reported under

Section III.G above, that the customer was billed for specific telephone service for which the subscriber did not explicitly contract, Frontier will take corrective action after it performs a root cause analysis of how the error occurred. Frontier will submit a report to the Department upon completion of any root cause analysis concerning customer(s) being billed for services for which they did not explicitly contract.

#### **K. TELEPHONE SERVICE CONTRACTS**

- 1) Within 90 days of the Commission's Order accepting this Proposed Settlement, Frontier salespeople and customer service representatives will be trained to comply with Minn. Rule 7810.1400, subp. 3, including, but not limited to, training to clearly explain the following prior to the consumer contracting for telephone service:
  - a. length of the term of the contract;
  - b. the existence and amount of any telephone service early termination fees, including fees that may be charged upon auto-renewal;
  - c. any auto-renewal features of the contract; and
  - d. the ability to cancel, and the process for canceling, and any auto-renewal feature of a contract.
- 2) Frontier will review and revise, if necessary, its training material used for sales and customer service representatives to incorporate the above. Frontier will provide a copy of this training material to the Department for review and comment prior to its use.
- 3) Frontier will only charge an early termination fee ("ETF") for telephone service ordered after the Commission acceptance of this Proposed Settlement when it retains a signed contract or recording verifying that the customer agreed to a term contract subject to an ETF (including any ETF that Frontier will impose upon cancellation of telephone service under an auto-renewal). The verification will be retained by Frontier for no less than the term of the contract plus six months.
- 4) Term plan contracts for telephone service may have auto-renew provisions, consistent with tariff provisions.

In a customer's monthly bill, Frontier will notify the customer: (1) that the customer is subscribing to a term plan; (2) when the term plan will expire, and whether it is subject to auto-renewal; (3) the duration of the auto-renewal; (4) that an early termination fee will apply upon cancellation of telephone service during the extended auto-renewal term; and (5) how to contact Frontier prior to the renewal date to prevent the term plan from renewing. The notification to customers on how to prevent a term plan from renewing will occur at least 30 days prior to the date by which the customer must take action to prevent auto-renewal. Frontier will work with the Department to construct a notification that meets the above requirements. The final format of the notification and a sample bill will be provided to the Department as a plan under Section I.C above.

**L. DISCONNECTION OF SERVICE; SERVICE DELAY; RECONNECTION OF SERVICE FEE**

- 1) Frontier agrees to review its practices and implement appropriate changes to better ensure telephone service will not be disconnected without valid cause, and that reconnect charges will not apply if a customer was disconnected without valid cause. If Frontier determines that it has disconnected a customer's phone service in error, Frontier will restore the telephone service within 48 hours. MEA accounts will be prioritized as described in Section III.D.
- 2) Frontier agrees to file quarterly reports with the Department on all telephone service reconnection fees charged. The report will include:
  - a. Each customer charged a telephone service reconnect fee;
  - b. The date of the charge;
  - c. The amount of the charge; and
  - d. The reason for the disconnection.

**M. DISCONNECTION NOTICE REQUIREMENTS**

- 1) Frontier will provide the Department a copy of the customer notice it uses for disconnections of telephone service.
- 2) Frontier agrees to file quarterly reports on all disconnections of telephone services. The report will include:
  - a. Each customer whose telephone service was disconnected upon Frontier's initiative;
  - b. The date of the disconnection;
  - c. The date of the notice of the impending disconnection; and
  - d. The reason for the disconnection.

**N. BILL DISPUTES.**

- 1) Frontier will, within 90 days of the date of the Commission's Order accepting this Proposed Settlement, prepare a written Bill Dispute Resolution Plan to ensure it complies with Minn. R. 7810.2400 and 7810.2500. Under the plan, whenever the customer advises a Frontier representative that any part of the bill or any part of the service which affects the amount of the bill is in dispute, Frontier will promptly investigate, attempt to resolve the dispute, and advise the customer of its findings. If Frontier does not resolve the dispute to the satisfaction of the customer, Frontier will:
  - (a) Inform the customer, in writing, that they must submit the entire payment and may designate the disputed portion to be placed in escrow with Frontier, pursuant to Minn. R. 7810.2400 and 7810.2500, using a form that will be sent by Frontier to the customer by the end of the next business day.

(b) Provide to the customer three copies of a clearly marked escrow payment form. The form will include instructions and information consistent with Minn. R. 7810.2500, to assist the customer in its submission to the Commission. If Frontier fails to send the escrow payment form within to the customer by the end of the next business day, Frontier may not assess a late fee on the customer's account.

(c) Otherwise comply with Minn. R. 7810.2400, 7810.2500, 7811.0600, subp. 7, and Minn. Stat. § 237.06.

- 2) Frontier will review and revise its training material to incorporate the above. Frontier will provide a copy of this training material, and the above-referenced written Bill Dispute Resolution Plan to the Department for review and comment
- 3) Frontier will provide a prominent annual bill notice to all customers, including customers with electronic bills or payments, informing customers of their rights under Minn. R. 7810.2400 and 7810.2500 to designate funds in escrow, receive a clearly marked escrow payment form, and file informal complaints with the Commission. At minimum, the bill message will appear in a font size no smaller than the "TOTAL AMOUNT DUE" font size on consumer bills. The bill notice will be provided to the Department for review and comment as provided in Section I.C above.
- 4) If a customer files a complaint, as identified in Section III.G above, regarding billing for telephone service, and Frontier does not agree with the customer's position regarding billing for telephone service, Frontier will follow the procedures in the Bill Dispute Resolution Plan.

**O. INSPECTIONS, TESTS, SERVICE REQUIREMENTS; UTILITY OBLIGATIONS; CARRIER OF LAST RESORT**

- 1) Frontier agrees to comply with its obligations under Minn. Stat. § 237.06, Minn. R. 7810.5000, and its duties as an Eligible Telecommunications Carrier ("ETC") (arising under Minn. R. 7811.0600, subp. 4 and 7812.0600, subp. 4) to provide local, facilities-based service to all requesting customers within Frontier's service area on a nondiscriminatory basis, regardless of a customer's proximity to Frontier's facilities which may include assessing special construction charges pursuant to Frontier tariffs based on location of Frontier facilities, and to continually review its operations to assure that it provides adequate service to the public.
- 2) In situations where a customer disputes a proposed construction charge for a line extension, Frontier must supply the customer with a copy of a clearly marked escrow payment form for the customer to submit to the Commission, informing them of their right to have funds placed in escrow.

**P. TELEPHONE OPERATORS**

Frontier will provide additional training for its customer service representatives directed at improving the customer's experience when dealing with Frontier. This training is

intended to prepare representatives to be courteous, considerate, and efficient in the handling of all calls. Frontier will continue to address this topic in future training for both new hires and contractors and current representatives. Frontier will provide training materials to the Department for review and comment.

**Q. ANSWERING TIME**

- 1) Frontier will prepare within 90 days of the Commission Order accepting this Proposed Settlement a written plan subject to review and comment by the Department to implement a specific 800 number for customers in Minnesota who purchase telephone service, as a standalone service or as a service that is purchased along with other Frontier services or features. Under the plan, Frontier will inform customers of the existence of this new 800 number via a one-time bill insert and a prominent bill message on all monthly bills and will instruct customers to call that number with all telephone issues, including billing, service, orders, repairs, and trouble matters. At minimum, the one-time bill insert will be in at least 16 point type and in a color contrasting with all other type in the mailing not pertaining to communications required by this Proposed Settlement. Customers will be advised not to call the new 800 number if their issue is solely concerned with services other than with their telephone service (or telephone-related billing, service and troubles) (for example, internet access service), and to call other Frontier numbers for those issues. In addition to the above, Frontier will inform customers whose email addresses are known to Frontier, and customers with auto pay or electronic payment methods, of the new 800 number using prominent messaging. Frontier will handle calls from Minnesota customers to Frontier numbers other than the new Minnesota 800 number consistent with calls to those numbers made by customers in Frontier services areas outside of Minnesota.

Frontier will keep a monthly record of calls and by the 15th day of the subsequent month, file a monthly report comparing the number of calls to the 800 number with the number of calls to other Frontier customer service numbers by Minnesota callers only. If less than 90 percent of Minnesota-originated telephone customer calls are being made to the 800 number in any month, Frontier will within 30 days of the monthly report for that month, submit for Department review and comment, a plan to increase use of the 800 number.

The new 800 number will remain in use, and the monthly reporting will continue until Frontier has fully complied with all its other obligations under this Proposed Settlement.

- 2) All measurement and reporting on answer time results will be conducted on the calls made to this Minnesota specific 800 number for telephone service. An “answer” shall mean that the operator or representative is ready to render assistance and/or ready to accept information necessary to process the call, consistent with Minn. R. 7810.5200.
- 3) Frontier agrees to file quarterly reports for Department review with the answer time to reach a customer service representative at the Minnesota specific 800 number who is ready to render assistance. The report will show results by month, and will

identify the number and percentage of all calls not “answered” (as defined by Minn. R. 7810.5200) within 20 seconds, within one minute, within 5 minutes, within 10 minutes, within 20 minutes, and over 20 minutes.

- 4) If less than ninety percent of all calls are answered within 20 seconds for a month, the quarterly report will include a plan for Department review and comment as provided in Section I.C above, describing actions Frontier will take to improve its call answer time during the next quarter.
- 5) If less than ninety percent of all calls are answered within 20 seconds for two consecutive months, Frontier will within 30 days increase its staff serving Minnesota, improve its processes or systems, improve training, or otherwise take actions to ensure calls are “answered” as required by Minn. R. 7810.5200, until compliance with Minn. R. 7810.5200 is demonstrated for two consecutive months.
- 6) During each monthly measurement period during which Frontier provides a customer credit pursuant to Section I.G.6 (call answer times) above Frontier will file a monthly report with the Department describing each such credit and to whom the credit was paid.
- 7) Frontier agrees to file quarterly reports for Department review and comment identifying the number of employees that have been assigned to answer the Minnesota specific 800 number. The report will contain a certification by a knowledgeable Frontier representative representing that these employees have received training regarding the requirements of this Proposed Settlement, that the employees are capable of rendering assistance to Minnesota telephone customers, and address whether the number of employees assigned to answer the Minnesota specific 800 number is adequate to assist with normal daily call volumes.

#### **R. TRANSMISSION REQUIREMENTS.**

Frontier will provide quarterly reporting of trouble reports of static, cross-talk, inadequate volume, intermittent transmission, and noise in relation to telephone service. The report shall be due no later than April 14, July 14, October 14, or January 14 for the preceding quarter and include the following information for each outage:

- The customer’s name
- The customer’s address
- The customer’s exchange
- The customer’s telephone number
- The date the trouble was first reported and the ticket was opened
- The date the trouble was repaired and the ticket was closed
- The trouble reported (the report code)
- The clearing code (Fault)
- The clearing code (Cause)
- The clearing code (Plant item)
- The clearing code (Action)

Trouble reports of static, cross talk, or other noise that are determined to arise within Frontier facilities (not on the customer side of the demarcation point) and that result in an inability to use the telephone service will be eligible for credits equivalent to the credits provided for out of service conditions and be included in the report provided to the Department under Section III.C of this Proposed Settlement.

**S. CLAIMS REGARDING “DIGITAL PHONE ESSENTIALS” CHARGES AND BILLING PRACTICES**

Issues related to Frontier’s “digital phone essentials” service and the Commission’s November 9, 2018 Notice Requesting Comments on Frontier Communication’s Billing Practices and issues identified in Section V.R of the Department Report dated January 4, 2019 in this docket (“Department Report”), including the relationship of the Digital Essentials’ products to any applicable Minnesota statute or rule, are not included or resolved in this Proposed Settlement. The Parties may take any action they deem appropriate before the Commission or any regulatory body or court on these issues.

**T. INTERNET SERVICE ISSUES**

Issues related to internet services are not included or resolved in this Proposed Settlement. The Parties may take any action they deem appropriate before the Commission or any regulatory body or court on issues related to internet service.

**U. CONNECT AMERICA FUNDS**

Issues related to Connect America Funds are not included or resolved in this Proposed Settlement. The Parties may take any action they deem appropriate before the Commission or any regulatory body or court on issues related to Connect America Funds.

**V. AFOR INVESTMENT COMMITMENT**

In the last CTC-MN AFOR, Frontier agreed to upgrade a DSLAM in the Ely exchange, to allow for the provision of faster internet speeds of up to 40Meg. Frontier will provide a report to the Department to confirm that the DSLAM upgrade occurred as Frontier agreed.

**W. BROADBAND MARKETING, AVAILABILITY, AND DEPLOYMENT.**

Issues related to broadband marketing, availability and deployment are not included or resolved in this Proposed Settlement. The Parties may take any action they deem appropriate before the Commission or any regulatory body or court on issues related to broadband availability and deployment.

**X. THE MINNESOTA OFFICE OF THE ATTORNEY GENERAL’S CONSUMER PROTECTION INVESTIGATION**

Issues related to the Minnesota Office of the Attorney General’s (“OAG”) consumer protection investigation are not included in, or resolved by, this Proposed Settlement. The Parties further agree that this Proposed Settlement is without prejudice to any and all

claims, rights and/or remedies that the OAG may have against Frontier as a result of such investigation.

#### **IV. SERVICE QUALITY PERFORMANCE**

##### **A. Service Quality Metrics:**

Frontier will monitor and report quarterly on each of the below service quality metrics both for the purpose of monitoring Frontier's compliance with this Proposed Settlement and Minnesota law and to determine whether or not Frontier has achieved Substantial Compliance as described below. Reporting and satisfaction of the service quality metric for items 1, 2, 3, and 10 will be on a Frontier statewide basis (including both Frontier-MN and CTC-MN). Reporting and satisfaction of the service quality metric for items 4, 5, 6, 7, 8, and 9 will be separate for the Frontier (including both Frontier-MN and CTC-MN) metro exchanges and the Frontier (including both Frontier-MN and CTC-MN) non-metro exchanges. The Frontier-MN metro exchanges are: Burnsville, Apple Valley, Rosemount, Farmington, Lakeville, Jordan, and Belle Plaine. The CTC-MN metro exchanges are: Cannon Falls, Delano, Maple Plain, Mound, St. Bonifacius, Watertown, New Germany, Mayer, and Scandia-Marine. Reporting of the service quality metric for item 5 will be on an exchange basis.

- 1) Timely filings: Frontier has filed each of the reports required by this Proposed Settlement by its due date. This metric shall continue until all other metrics have been satisfied.
- 2) Customer complaints: Frontier shall comply with Minn. Rule 7810.1100, subp. 2. If the regulations of another government agency are different than Minn. Rule 7810.1100, subp. 2, those complaints will be excluded for the purpose of determining satisfaction of this metric.
- 3) Billing Disputes: Frontier will comply with its obligations regarding bill disputes under Section III.N above.
- 4) Time intervals for installation of service: Frontier shall meet its commitment to install service to customers within three business days, or on a later date as requested by the customer, for installation of primary local exchange telephone service in no less than 90% of the service installations.
- 5) Time intervals for restoration of a customer out of service: Frontier will reinstate basic primary residential telephone service and basic primary business service within 24 hours of the outage (or a later date requested by the customer for the repair to be made without repair date limitations or delays prompted by Frontier's representatives, processes, or systems), in no less than 95% of the out of service troubles.
- 6) Trouble rates: Frontier will maintain service such that during any two consecutive months, the customer trouble reports in any single exchange are no greater than 6.5 per 100 telephone lines per month.
- 7) Repeat troubles: No more than 9% of troubles shall be a repeat trouble on the same access line within 30 days.
- 8) Held Orders: Frontier shall not exceed a daily average of more than 4 held orders for primary line service. A held order is defined as a primary line service not provided: a) in 30 days when the customer requested service within 30 days; or b) on the date requested when requested for more than 30 days in the future. Results shall be determined by a quarterly average of the performance for the measure.



- 9) Repair Appointments: Frontier shall not miss a repair ticket commitment date for telephone service, when the customer is required to be at the premises, on 95% of repairs. Results shall be determined by a quarterly average of the performance for the measure.
- 10) Answer time: Frontier will comply with Minn. Rule 7810.5200. At least ninety percent of calls to the Minnesota specific 800 number for telephone service will be answered by a live service representative within 20 seconds after the last menu option is selected. The service representative will be ready to render assistance and accept the information needed to process the call. Results shall be determined by a quarterly average of the performance for the measure for combined customer, business and repair calls.

Commencing 90 days after the date of the Commission's Order accepting this Proposed Settlement Frontier will retain all voice recordings it makes of calls with customers and prospective customers to the Minnesota specific 800 number for a period of two years following the date of the customer calls until Frontier achieves Substantial Compliance on all metrics, subject to unintended, intermittent technical issues.

The quarterly reports will be submitted for review by the Department by the 14<sup>th</sup> day of the month following the end of the quarter (i.e., January 14, April 14, July 14, October 14 or the next business day). If the Department has questions or concerns regarding a quarterly report, or if the Department believes that any of the information filed in a report is inaccurate, the Department may, for 90 days, make any investigation it deems appropriate, including a reasonable factual inquiry of Frontier, and Frontier will reasonably cooperate. Frontier will respond to the Department's written questions or concerns within 10 days. If the Department is not satisfied, the Department may file comments with the Commission, and Frontier or any other person or entity may file reply comments within 20 days thereafter.

With respect to the reports made during the first four quarters, the Department will endeavor to file comments on each quarterly report within 90 days of receipt of each report, however, the Department may file comments with the Commission regarding an issue in any of the first four quarterly reports for a period of up to 120 days after the end of the fourth quarter. Frontier or any other person or entity may file reply comments to Department Comments within 20 days thereafter. At that time, unless the Commission thereafter rejects a quarterly report, compliance with the metric reflected in each of the first four quarterly reports shall be deemed to have been achieved for those quarters.

With respect to the reports made during periods subsequent to the first four quarters, the Department (and any other person or entity) may file comments within 90 days of receipt of the Frontier report. Frontier or any other person or entity may file reply comments to Department Comments within 20 days thereafter. Unless the Commission thereafter rejects a quarterly report, compliance with the metric reflected in the report shall be deemed to have been achieved for that quarter.

## **B. Substantial Compliance:**

Substantial compliance for any metric is achieved if Frontier satisfies that metric (whether determined on a statewide or Metro-Area and non-Metro area basis) in at least 6 out of the 8

quarters of the two-year period. Coincident with the quarterly filing for the 8<sup>th</sup> quarter of the settlement, Frontier will file a letter with the Commission identifying those service quality metrics for which it has achieved Substantial Compliance and Frontier will have no further obligation to report those service quality metrics for which compliance was achieved in this 18-122 Docket. Upon the termination of any reporting obligation, Frontier is not relieved of its obligation to respond to investigatory inquiries in separate investigations that may be conducted by the Department or Commission related to the satisfied metric, and the Commission may order any remedy or relief it deems appropriate related to that previously satisfied metric. For any metric that have not met the Substantial Compliance threshold after the 8<sup>th</sup> quarter, a letter will be filed with the Commission coincident with the quarterly report when Substantial Compliance is met. Substantial Compliance with these metrics will be determined based on whether the Frontier quarterly reports already submitted showed compliance in 6 of 8 quarters, and will be determined on a metric-by-metric basis.

The achievement of Substantial Compliance for any metric will result in the elimination of that metric from any further application under this Proposed Settlement following the 2-year term, except that metric 1, concerning “Timely filings,” will remain until metrics 2 through 10 are satisfied. In addition, Frontier’s obligation to establish and maintain a Minnesota specific 800 number for telephone service, under Section III.Q, will remain in effect until Frontier achieves Substantial Compliance for all metrics; and, further, during the final quarter of compliance on any metric, Frontier shall continue to maintain records as if it were required to comply with the metric, until such time as the Department notifies Frontier that it has completed its review, or for 120 days, whichever is earlier. For example, upon achieving Substantial Compliance for the Answer Time metric, all reporting and customer credit eligibility related to answer time will cease; except, however, Frontier shall continue to maintain records as if it were required to comply with the Answer Time metric, until such time as the Department notifies Frontier that it has completed its review, or for 120 days, whichever is earlier, and Frontier’s obligation to maintain the Minnesota specific 800 number will remain until Substantial Compliance is achieved for all other metrics.

For any metric where Substantial Compliance has not been achieved at the end of the two-year period following the Commission Order accepting this Proposed Settlement, the provisions related to that metric will remain in place for another six months. For example, if Substantial Compliance is not achieved for out-of-service events, all reporting and customer credit eligibility related to out-of-service events will continue for another six months.

Upon the completion of the additional six-month term for any remaining metrics, another test for Substantial Compliance will be made for the remaining metrics, where Substantial Compliance will be achieved if Frontier satisfies that metric during both quarters of the six-month extension. For any metrics where Substantial Compliance is not achieved, the provisions related to that metric will remain in place for another six months.

## **V. UNCONTROLLABLE EVENTS AND COMMON CAUSE EVENTS:**

### **A. Uncontrollable Events:**

A failure to meet any of the requirements of this Proposed Settlement and any obligation to provide individual remedies will be subject to exception if the failure was due to delays caused by any of the following:

- a) delays of a local government unit in granting approval for obtaining easements, permits or access to rights-of-way; where Frontier has made a timely application for any permits; or
- b) delays caused solely by the customer, including but not limited to circumstances where Frontier representatives have shown up for all prior appointments in a timely manner and: the customer refuses to provide to Frontier access to the customer's premises; Frontier representatives are prevented from proceeding due to the customer's construction project or lack of facilities; or, the customer chooses (without repair date limitations or delays prompted by Frontier's representatives, processes, or systems) a later appointment than offered; or
- c) delays caused by a vendor in the delivery of equipment where Frontier has made a timely order or request and timely payment and performance of its obligations to the vendor. It shall not be considered an uncontrollable event if Frontier fails to have adequate equipment and supplies available for general maintenance, installation, or repair, including reasonable provisions to meet emergencies resulting from failures of lighting or power service, sudden and prolonged increases in traffic, illness of operators, or from fire, storm, or acts of God, as required by Minn. R. 7810.3900; or
- d) repairs required by the power company before Frontier can complete its work;
- e) outages originating from the introduction of a computer virus into Frontier's network, provided that Frontier files a report with the Commission within 48 hours of discovering such a virus, demonstrating that it had adequately invested in virus protection methods and employee cybersecurity training to ensure adequate protection of its network, had adequate systems and procedures in place to prevent and remedy the introduction of such a computer virus, and that the introduction of any such computer virus was not due to the willful or negligent act of any Frontier employee, contractor, or agent; or
- f) Terrorist or civil disturbances or other acts of intentional destruction of Frontier support systems or facilities affecting Frontier operations. Frontier will notify the Department and Commission of such an event as soon as reasonably practical.

**B. Common Cause Events**

If Frontier, despite its having made reasonable provisions to meet emergencies, as required by Minn. Rule 7810.3900, is unable to install a service, or to timely repair a service, for a common cause event that affects more than 50 telephone lines, because of acts of God, such as fires, floods, tornadoes, severe weather or other events outside Frontier's control, that make timely repair activity unreasonable then:

- a) the requirements relating to Emergency Operations (Section III.B) and Minn. R. 7810.3900 will apply;
- b) the requirements relating to reporting service disruptions (Section III.E) and Minn. R. 7810.0600 will apply and require that Frontier reports any outage affecting more than 50 lines to the Commission. If Frontier does not report, it may not apply any

exemption, exclusion, or incur any benefit related to uncontrollable events under this Proposed Settlement;

- c) individual customer remedies that will apply for failure to restore service within 24 hours will be a Daily Pro Rata Adjustment (i.e., 1/30th of the monthly local telephone service recurring charge) under Minn. R. 7810.1400;
- d) individual customer remedies for failure to install service within 3 business days (under Sections I.G.1 and IV.A.4), for missed repair appointments (under Section I.G.5), for repeat trouble (under Section I.G.4), and for call answer times (under Sections I.G.6, and III.Q.5 and 6) will not apply; and
- e) Frontier will communicate the cause of the outage, the status of repair and restoration efforts to the Commission and Department daily until service is repaired.

## **VI. PROPOSED SETTLEMENT DURATION**

This Proposed Settlement, including all remedies and reporting that is not otherwise required by the Commission's rules, will terminate two years after the Commission Order accepting this Proposed Settlement, subject to possible continuation for specific provisions, as provided in Section IV.B above.

## **VII. GENERAL TERMS**

**A. Effective Only Upon Acceptance by the Commission:** The terms of this Proposed Settlement are effective only upon issuance of an order by the Commission accepting the terms of the Proposed Settlement.

**B. Support of Proposed Settlement by Parties:** The Parties support the terms of the Proposed Settlement as submitted, and agree to request that the Commission issue an Order accepting the Proposed Settlement.

**C. Modification:** If the Commission modifies the terms of the Proposed Settlement in its order, the Parties are not bound to support the modified Proposed Settlement. If the Commission, in a written order modifies this Proposed Settlement in any manner, any Party shall have three (3) business days to notify the other Parties and the Commission of its withdrawal of its support for this Proposed Settlement. In such an event, this Proposed Settlement shall be null and void.

**D. Scope:** The Parties support the Proposed Settlement as to matters expressly addressed in the Proposed Settlement (1) that arose in the past and prior to 90 days after the Commission Order accepting the Proposed Settlement; and (2) as to future events that will arise 90 or more days after the Commission Order accepting the Proposed Settlement.

**E. Individual Customer Rights Not Affected:** This Proposed Settlement and any Commission Order accepting the Proposed Settlement do not preclude any Frontier customer(s) or former customer(s) from taking any action, including but not limited to, filing a separate complaint with the Commission regarding the customer's or former customer's Frontier service before or after any Commission Order accepting the Proposed Settlement.

**F. Authority of Department and Commission:** This Proposed Settlement and any Commission Order accepting it, does not limit or affect the authority of the Department or Commission, in their respective sole discretions, to proceed against Frontier by exercising their authority as to any act, omission, or admission of Frontier as to:

- (1) Non-compliance with the Commission Order accepting this Proposed Settlement;
- (2) Matters excluded from this Proposed Settlement;
- (3) Reserved Matters from this Proposed Settlement;
- (4) Matters raised by individual customers under Section VII(E) above; or
- (5) Other matters not resolved in the Commission Order accepting this Proposed Settlement.

**G. Entire Understanding:** This Proposed Settlement constitutes the entire agreement and understanding between the Parties pertaining to the matters specified herein.

**H. Other Frontier Obligations:** This Proposed Settlement shall not be construed as varying or otherwise reducing Frontier's legal obligations to its customers, the Commission, or other state agencies, as required under Minnesota Statutes, rules, and Commission orders.

**I. Intent to Resolve Issues:** The Parties believe that this Proposed Settlement is reasonable and in the public interest because it resolves the concerns and alleged violations of Minnesota statutes and rules upon which the Department made the recommendations in the Department Report, other than the Excluded Issues and Reserved Matters. Other than the specific Excluded Issues and Reserved Matters (below), the Department has no present intention to request Commission action on any of the violations alleged in the Department Report.

**J. Excluded Issues:** The issues excluded from this Proposed Settlement are: (i) issues relating to internet service (Section III.T above); (ii) issues relating to the Commission's November 9, 2018 Notice Requesting Comments on Frontier Communication's Billing Practices not otherwise addressed in this Proposed Settlement (Section III.S above); (iii) issues relating to use of Connect America Funds (Section III.U above); (iv) the pending investigation by the Office of Attorney General (Section III.X above); and (v) issues related to denial of customer requests to cancel phone service and maintain internet service.

**K. Reserved Matters:** The Proposed Settlement does not include matters that are subject to the authority of the Department or Commission, but are not resolved in the Commission Order accepting this Proposed Settlement. The Parties further agree that nothing in this Proposed Settlement or any Commission Order accepting this Proposed Settlement shall preclude the Department from conducting any investigation and providing any comments to the Commission, or preclude the Commission from taking action, in relation to any matters, raised by any individual customers or any other issues that were not analyzed in the Department Report or the subject of a Department recommendation in the report.

**L. Reservation of Positions:** This Proposed Settlement shall not be construed as an admission by Frontier of any specific violation of or instance of compliance by Frontier with applicable statutes, rules or Commission orders or as an acknowledgement by the Department of any specific instance of compliance by Frontier with applicable statutes, rules or Commission orders. Unless otherwise stated herein, this Proposed Settlement may not represent the position, in total or on any

individual issue, that the Parties, individually or collectively, would have taken had the issues been fully litigated. Whether or not accepted by the Commission, this Proposed Settlement: (i) shall not be cited or otherwise used to imply what the Parties' positions may have been, had they not supported the Proposed Settlement; (ii) shall have no precedential effect in any proceeding except as to compliance and enforcement; and (iii) shall in no way prejudice the Parties' rights to take different positions in the future not inconsistent with compliance with, or enforcement of, the Commission Order accepting the Proposed Settlement and other Minnesota laws and rules and Commission orders.

**M. Mediation Not Part of Record:** It is understood and agreed that all offers of Proposed Settlement and discussions related to the mediation conducted by Administrative Law Judge Jeffery Oxley and to this Proposed Settlement are confidential and privileged and may not be used in any manner in connection with proceedings in this 18-122 Docket or otherwise, except as provided by law. In the event the Commission does not accept this Proposed Settlement, this Proposed Settlement shall not constitute part of the record in this proceeding and no part of it may be used by any party for any purpose in this 18-122 Docket or in any other proceeding.

**N. Extraordinary Circumstances:** In the event extraordinary circumstances arise that are outside the scope of events that could be reasonably contemplated by the Parties, either Party may seek an order from the Commission to modify, as the Commission may deem appropriate, the application of this Proposed Settlement in a specific circumstance.

**O. Burden of Proof:** Notwithstanding any other provision in this Proposed Settlement to the contrary, the burdens of proof shall remain as provided under applicable Minnesota law.

AGREED TO BY:

Dated: August 1, 2019

FRONTIER COMMUNICATIONS OF MINNESOTA,  
INC.

By 

Kenneth Mason

Senior Vice President – Federal Regulatory Affairs

CITIZENS TELECOMMUNICATIONS COMPANY OF  
MINNESOTA, LLC

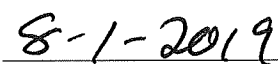
By 

Kenneth Mason

Senior Vice President – Federal Regulatory Affairs

AGREED TO BY:

  
\_\_\_\_\_  
Steve Kelley  
Commissioner  
Minnesota Department of Commerce

  
\_\_\_\_\_  
Date



# EXHIBIT 1

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## **CERTIFICATE OF SERVICE**

I, Sharon Ferguson, hereby certify that I have this day, served copies of the following document on the attached list of persons by electronic filing, certified mail, e-mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at St. Paul, Minnesota.

**Minnesota Department of Commerce  
Stipulation of Settlement**

**Docket No. P407, 405/CI-18-122**

Dated this **2<sup>nd</sup>** day of **August 2019**

**/s/Sharon Ferguson**

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