

STATE OF MICHIGAN  
IN THE 30TH JUDICIAL CIRCUIT COURT FOR THE COUNTY OF  
INGHAM

DANA NESSEL, ATTORNEY GENERAL  
OF THE STATE OF MICHIGAN, *ex rel*  
The People of the State of Michigan,

Petitioner,

No. 22-0036-CP

HON. Joyce Draganchuk

v

Frontier Communications Parent, Inc.,  
Frontier Communications of Michigan,  
Inc., Frontier North Inc., Frontier  
Midstates Inc., and Frontier  
Communications of America, Inc.,

Respondents.

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APR -5 2022

30TH CIRCUIT COURT

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**ASSURANCE OF VOLUNTARY COMPLIANCE**

## ASSURANCE OF VOLUNTARY COMPLIANCE

Dana Nessel, Attorney General of the State of Michigan, on behalf of the People of the State of Michigan, and Frontier Communications Parent, Inc., Frontier Communications of Michigan, Inc., Frontier North Inc., Frontier Midstates Inc., and Frontier Communications of America, Inc. (“Frontier”) hereby execute and agree to be bound by this Assurance of Voluntary Compliance (“AVC”).

This AVC concerns resolution of alleged violations of the Michigan Consumer Protection Act, 1976 PA 331, as amended, MCL 445.901 *et seq.* (“MCPA”). Frontier agrees not to contest any terms of this AVC.

The parties agree that the entry into this AVC by Frontier is not an admission of liability, and not an agreement with any legal or factual assertion dealt with herein.

THEREFORE, the parties agree as follows:

### **I. Jurisdiction**

1.1 The Department of Attorney General has jurisdiction over the subject matter of this AVC pursuant to MCL 445.905 and MCL 445.910.

### **II. Parties Bound**

2.1 This AVC binds Frontier, whether acting through associates, principals, officers, directors, employees, representatives, successors, or assigns, or through any subsidiary corporation, assumed name, or business entity Frontier is responsible for compliance with the terms of this AVC, and must ensure that all employees, subcontractors, agents, and representatives comply with the terms of this AVC.

### **III. Definitions**

3.1 “Advertised Speed” means the download speed advertised or offered, including at

point of sale, in association with a specific Internet Service Plan, such as “18 Mbps,” “As Fast As 18 Mbps,” “Max Speeds As Fast As 18 Mbps,” or “9 to 18 Mbps.”

3.2 “AVC” means this Assurance of Voluntary Compliance.

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

(a) In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be made visually or audibly.

(b) A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.

(c) An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.

(d) In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.

(e) The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.

(f) The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.

(g) The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.

(h) When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.

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

3.5 “Customer” means a consumer who subscribes to an Internet Service Plan with an Advertised Speed in the State of Michigan.

3.6 “DSL” means digital subscriber line.

3.7 “DSLAM” means DSL access multiplexer.

3.8 “Existing Customer” means a Customer who is already subscribed to an Internet Service Plan with an Advertised Speed and who is not a New Customer.

3.9 “Internet Service Plan” means a service to provide residential Internet access via DSL.

3.10 “Material Restriction” means a restriction on the amount or speed of Internet access that is likely to affect a Customer’s purchase or use of the Internet Service Plan.

3.11 “New Customer” means a person who becomes a Customer after the Effective Date, *i.e.*, a person who subscribes to an Internet Service Plan with an Advertised Speed, an Existing Customer who changes service plans to an Internet Service Plan with an Advertised Speed, or both.

3.12 “Parties” means the Michigan Department of Attorney General (“the Attorney

General”) and Frontier, collectively.

3.13 “Provision” and “Provisioned” refer to Frontier’s setting of the speed on Frontier’s network for a Customer’s DSL Internet service.

3.14 “Speed Assessment Procedure” means a procedure, algorithm, process, or data analysis, based on competent and reliable evidence, for assessing the speed at which Frontier is able to provide DSL Internet service to a residential address. For purposes of this definition and references hereto, “competent and reliable evidence” means tests, including loop tests, analyses, research, or studies that have (1) been conducted and evaluated in an objective manner by qualified personnel, and (2) are generally accepted to yield accurate and reliable results, and provides a reasonable basis for representations concerning an Advertised Speed.

#### **IV. Factual Background**

4.1 The Attorney General, on behalf of the People of the State of Michigan, was a plaintiff together with certain other states and the Federal Trade Commission in a civil complaint filed in the United States District Court for the Central District of California (*Federal Trade Commission et al v. Frontier Communications Corporation et al* (2:21-cv-04155 CDCA)). In the complaint the Attorney General alleged, *inter alia*, that Frontier has violated the MCPA in its advertising, marketing, sales, provisioning, and billing of DSL Internet service in Michigan (the “Alleged Conduct”).

4.2 The District Court on October 3, 2021, granted Frontier's motion to dismiss the Attorney General’s claims for lack of personal jurisdiction.

4.3 The Parties by this AVC intend to resolve any claims relating to the Alleged Conduct.

4.4 In entering this AVC, the mutual objective of the Parties is to resolve, without litigation, the Attorney General’s potential claims relating to the Alleged Conduct under the MCPA

or other statutes for preliminary and permanent injunctive relief, as well as the potential claims for payment of damages and reimbursement of the Attorney General's costs relating to the investigation of the Alleged Conduct. The entry into this AVC by Frontier is not an admission of liability with respect to any issue addressed in this AVC nor is it an admission of any factual allegations or legal conclusions stated or implied herein. Frontier is offering this AVC to avoid the time and expense of litigating this matter further.

### **Implementation of Compliance Measures**

#### **V. Prohibition Against Misrepresenting Internet Services**

Frontier, whether acting directly or indirectly, in connection with the advertising, marketing, or sale of any Internet Service Plan, shall refrain from, expressly or by implication:

##### **5.1 Advertising or marketing Internet Service Plans with Advertised Speeds:**

(a) In television and radio advertisements or other ads disseminated to or meant for a general audience and that contain Advertised Speed claims, unless Frontier Clearly and Conspicuously discloses that the maximum Advertised Speeds may not be available in a consumer's area, if that is the case; and that the actual speed a Customer is likely to be able to obtain is subject to multiple factors, if that is the case;

(b) In Internet advertisements or other advertisements that appear when a consumer has provided his or her residential address, or if Frontier has targeted the consumers based on their residential address or zip code, if the maximum Advertised Speed exceeds what is available in those consumers' zip codes;

(c) In mailer advertisements or other advertisements targeted to consumers based on their geographic area or neighborhood, if the maximum Advertised Speed exceeds what is available to the consumers receiving such advertisements.

5.2 Misrepresenting the amount or speed of data transmission that an Internet Service Plan will provide.

5.3 Making any representation about the amount or speed of data transmission without disclosing, Clearly and Conspicuously, all Material Restrictions to obtaining the represented amount or speed of data transmission. For purposes of this AVC:

(a) For any representation that an Internet Service Plan will deliver an Advertised Speed, the advertisement must disclose Clearly and Conspicuously with the representation:

(1) the range of speeds available for that tier, such as “6.1 Mbps to 12 Mbps download”; and

(2) that the average speed may be lower than the maximum speed represented, if that is the case.

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

5.4 Misrepresenting the performance or central characteristics of an Internet Service Plan.

## **VI. Prohibited Subscription and Billing Practices**

Frontier, whether acting directly or indirectly, in connection with any Internet Service Plan, shall refrain from:

6.1 At the point of sale, subscribing or upgrading any New Customer to an Internet

Service Plan with an Advertised Speed unless the geographic location of the New Customer's residential address provides reason to believe that Frontier can provide service at the Advertised Speed to the New Customer.

6.2 Provisioning any New Customer for an Internet Service Plan with an Advertised Speed unless the Customer is Provisioned within 10% of the maximum Advertised Speed or higher for that Internet Service Plan, provided that if a Customer cannot be Provisioned within 10% of the maximum Advertised Speed or higher, Frontier shall notify the New Customer as set forth in Section 7.2 of this AVC.

6.3 Subscribing any New Customer to an Internet Service Plan with service to be provided by a DSLAM for which Frontier's Congestion Reports indicate that the DSLAM has had an average peak utilization of 90% or greater during at least the three months prior to service installation.

6.4 Billing, charging, collecting, or attempting to collect from any New Customer the costs or fees for an Internet Service Plan with an Advertised Speed unless a Speed Assessment Procedure performed at the time of service installation provides reason to believe that Frontier can provide service within 10% of the maximum Advertised Speed or higher to the New Customer's residential address; *provided, however*, that Frontier shall not be deemed to be in violation of this Section 6.4 if the Customer continues with the current Internet Service Plan after receiving written notice as provided in Section 7.2 of this AVC.

6.5 Billing, charging, collecting, or attempting to collect from any Existing Customer or New Customer the costs or fees for an Internet Service Plan with an Advertised Speed, if after receipt of a customer-initiated trouble ticket or written complaint from the Customer asserting that the Customer's Internet speed experienced is slower than the Advertised Speed and the



Customer requests or it is otherwise clear from the communication that Frontier should investigate or take action to address service speed, Frontier does not, at its option, (a) initiate a review to respond to the Customer's trouble ticket or complaint, such as through a Speed Assessment Procedure; or (b) issue a notice that offers the Customer the option to (i) continue with the current Internet Service Plan; (ii) cancel the Internet Service Plan without incurring any additional fee associated with an Internet Service Plan, such as an early termination fee, for cancelling the Internet Service Plan, or (iii) move to another available Internet Service Plan product tier in which the Existing Customer can be Provisioned at a minimum of 90% of the maximum Advertised Speed or Frontier service.

## **VII. Required Actions for New and Upgrading Customers**

Frontier will, not later than 120 days after the Effective Date:

7.1 Clearly and Conspicuously disclose, to all New Customers, at or before the point of sale or change in Internet Service Plan with an Advertised Speed: the maximum Advertised Speed, the range of Internet service speeds Frontier has reason to believe the New Customer is likely to receive based on the geographic location of the New Customer's service address, and how such speeds may impact the New Customer's use of certain online content and services, *e.g.*, streaming or gaming;

7.2 Within 10 business days of the time of the installation and provisioning of the Internet Service Plan with an Advertised Speed, whether by a technician, self-installation, or another method, Frontier shall identify the provisioned speed and provide New Customers who have been Provisioned at less than the maximum Advertised Speed for their Internet Service Plan with a notice via any method Frontier uses to communicate with the Customer (including but not limited to mail, e-mail, or text message if customers agree to text messaging). Frontier's notice

described in this Section shall:

(a) Clearly and Conspicuously inform the New Customer of the maximum Advertised Speed for the Internet Service Plan to which the New Customer is subscribed; the maximum speed for which the New Customer is Provisioned; the range of Internet service speeds Frontier has reason to believe the New Customer is likely to receive based on a Speed Assessment Procedure performed at the time of service installation; and how such speeds may impact the New Customer's access to various Internet services, such as streaming or gaming;

(b) Offer the New Customer the options to (i) discontinue the Internet Service Plan without incurring any additional fee associated with an Internet Service Plan, such as an early termination fee, for cancelling the Internet Service Plan, (ii) move to another available Internet Service Plan product tier for which the New Customer can be Provisioned at a minimum of 90% of the maximum Advertised Speed or another Frontier service, or (iii) continue with the current Internet Service Plan. If the New Customer elects to discontinue the Internet Service Plan, Frontier shall refund or waive any applicable installation, service connection, and early termination fees; and

(c) Not include anything in or with the Notice or email other than the Notice, including any billing statements or marketing messages.

#### **VIII. Required Actions Regarding Existing Customers**

Within 180 days after the Effective Date, Frontier will identify each Existing Customer with an Internet Service Plan for whom either (i) the Provisioned Speed is less than the maximum Advertised Speed to which the Customer is subscribed, or (ii) the Provisioned Speed cannot be readily ascertained, and Customers identified in connection with Frontier's ongoing reporting obligations under this AVC. For each such Customer who has not previously received

notice under this Section or Section 7 of this AVC:

8.1 Frontier shall, for Existing Customers for whom the Provisioned Speed is less than the maximum Advertised Speed, issue a notice via any method Frontier uses to communicate with the Existing Customer (including but not limited to mail, e-mail, or text message if customers agree to text messaging). Frontier's Notice described in this Section shall:

(a) Clearly and Conspicuously inform the Existing Customer of the maximum Advertised Speed for the Internet Service Plan to which the Existing Customer is subscribed; the maximum speed for which the Existing Customer is Provisioned (if readily ascertainable); the range of Internet service speeds Frontier has reason to believe the Existing Customer is likely to receive based on the geographic location of the Existing Customer's residential address; and how such speeds may impact the Existing Customer's access to various Internet services, such as streaming or gaming;

(b) Offer the Existing Customer the options to (i) continue with the current Internet Service Plan; (ii) discontinue the current Internet Service Plan without incurring any additional fee associated with an Internet Service Plan, such as an early termination fee, for cancelling the Internet Service Plan; and (iii) move to another available Internet Service Plan product tier in which the Existing Customer can be Provisioned at a minimum of 90% of the maximum Advertised Speed or another Frontier service; and

(c) Not include anything in or with the Notice or email other than the Notice, including any billing statements or marketing messages.

8.2 Frontier shall, for Existing Customers for whom the Provisioned Speed cannot be readily ascertained based on limitations in Frontier's systems or facilities in the Existing Customer's area, issue a notice via any method Frontier uses to communicate with the Existing

Customer (including but not limited to mail, e-mail, or text message if customers agree to text messaging). Frontier's Notice described in this Section shall:

(a) Clearly and Conspicuously inform the Existing Customer of the maximum Advertised Speed for the Internet Service Plan to which Existing Customer is subscribed; the fact that the Provisioned Speed cannot be readily ascertained based on limitations in Frontier's systems or facilities in the Customer's area; the range of Internet service speeds Frontier has reason to believe the Existing Customer is likely to receive based on the geographic location of the Existing Customer's service address; and how such speeds may impact the Existing Customer's access to various Internet services, such as streaming or gaming;

(b) Offer the Existing Customer the options to (i) continue with the current Internet Service Plan; (ii) discontinue the current Internet Service Plan without incurring any additional fee associated with an Internet Service Plan, such as an early termination fee, for cancelling the Internet Service Plan; and (iii) move to another available Internet Service Plan product tier in which the Customer can be Provisioned at a minimum of 90% of the maximum Advertised Speed or another Frontier service; and

(c) Not include anything in or with the Notice or email other than the Notice, including any billing statements or marketing messages.

8.3 Frontier shall, for Customers served by DSLAMs for which Congestion Reports indicate an average peak utilization of 90% or greater in any consecutive 3-month period, issue a notice via any method Frontier uses to communicate with the Customer (including but not limited to mail, e-mail, or text message if customers agree to text messaging) to those Customers within 60 days of the end of the 3-month period, informing them of: (1) the speed at which they are provisioned; (2) the range of Internet service speeds they are likely to achieve; and (3) that

the limitations of those speeds may impact various Internet services, such as streaming or gaming.

8.4 Frontier shall, when a New or Existing Customer subscribed to an Internet Service Plan with an Advertised Speed contacts Frontier with a trouble ticket or written complaint asserting that the Customer's Internet speed experienced is slower than the Advertised Speed and the Customer requests or it is otherwise clear from the communication that Frontier should investigate or take action to address service speed respond to the Customer by, at Frontier's option: (a) initiating a review to respond to the Customer's complaint, such as through a Speed Assessment Procedure; or (b) issue a notice via any method Frontier uses to communicate with the New or Existing Customer (including but not limited to mail, e-mail, or text message if customers agrees to text messaging):

(a) Frontier's Notice described in this Section shall offer the Customer the options to (i) continue with the current Internet Service Plan; (ii) discontinue the current Internet Service Plan without incurring any additional fee associated with an Internet Service Plan, such as an early termination fee; and (iii) move to the next lower Internet Service Plan product tier in which the Customer can be Provisioned at a minimum of 90% of the maximum Advertised Speed.

(b) Frontier shall not include anything in or with the Notice or email other than the Notice including any billing statements or marketing messages.

8.5 Beginning 12 months and concluding 36 months after the Effective Date of this Assurance, Frontier shall credit one half the monthly Internet Service charge to individual customers for all such months in which (a) Frontier fails to provision such customers at least 90% of the maximum Advertised Speed unless the customer has been advised in writing of the

option to discontinue Internet Service or subscribe to another available Internet Service Plan product tier or Frontier service, if available, and elected not to subscribe to the lower speed tier level service or (b) Frontier fails to provision such customer at least 100% of the speed at which they were informed they were provisioned.

8.6 The customer credits described in Paragraph 8.5 above are not fines, penalties, or disgorgements of funds. Frontier further stipulates that such customer credits are injunctive, as opposed to monetary, relief and further waives any right to contend otherwise in future bankruptcy or other action in state, federal, administrative, and/or bankruptcy court or tribunal.

#### **IX. Capital Expenditure Commitments**

9.1 Frontier agrees to make an investment of \$15 million in capital expenditures to provide or enhance internet services in Michigan and for Michigan consumers over a period of four years from the Effective Date of this Assurance. To the extent Frontier incurs capital expenditures related to any of the following activities those expenditures will not apply against the \$15 million commitment in this Agreement: (a) completing any Federal Communications Commission's Rural Digital Opportunity Fund build out requirements and deployment milestones, and (b) any State or local government grant for internet broadband funding build out requirements; however, to the extent Frontier contributes its own capital funding to complete the project, Frontier's funding will count toward the \$15 million commitment.

9.2 Frontier shall fulfill the \$15 million capital expenditure according to the following schedule: (a) expend \$7.5 million within two years after the Effective Date; and (b) expend a total of \$15 million within four years starting on the first calendar day of the month after the Effective Date.

9.3 The \$15 million capital expenditure investment described above is not a fine,

penalty, or disgorgement of funds. Frontier further stipulates that such investment is a form of injunctive relief, as opposed to monetary relief. Frontier waives any right to contend otherwise in its motions or filings in any action in state, federal, administrative, and/or bankruptcy proceeding.

## **X. Monitoring**

10.1 Upon the execution of this Assurance, Frontier shall immediately commence fulfillment of the requirements set forth herein and unless otherwise provided herein shall comply with the herein no later than 90 days from the Effective Date of this Assurance.

10.2 For a period of four years after the Effective Date, Frontier shall detail its compliance with the Requirements set forth in this Assurance to the Attorney General with a semi-annual teleconference presentation. The first presentation shall cover the six-month period starting on the first calendar day of the month following the Effective Date of this Assurance and shall be provided to the Attorney General within 60 days after the conclusion of that six-month period, and then semi-annually thereafter. Such reporting shall include, at a minimum:

(a) The number of Customers to which Frontier has sent each type of notice pursuant to Sections 7 and 8 of this AVC.

(b) A report and representative copy of all disclosures provided to customers in accordance with Sections 7 and 8. Frontier will provide the Attorney General with representative copies of these notices.

(c) Capital expenditures that were made during the reporting period pursuant to this Assurance, including amount spent, location where spent, capital improvements that were made, and a summary of the effect of such improvements on the number of consumers receiving new or improved internet access service.

10.3 For a period of four years after the Effective Date, Frontier shall cooperate with

the Attorney General's consumer complaint mediation process by responding to future complaints regarding Internet Service Plans forwarded to it by the Attorney General. This would include providing the Attorney General information related to such customers at the Attorney General's request, including but not limited to a customer's advertised speed, the initial assessed speed, a customer's provisioning data, and the results of the most recent Speed Assessment Procedure relating to such customer.

## **XI. Monetary Payment**

11.1 No later than 60 days after the Effective Date, Frontier shall pay the sum of Ninety Thousand Dollars (\$90,000) to the Attorney General. The wiring instructions shall be provided to Frontier no later than seven days after the Effective Date. Said payment shall be used for reimbursement of attorneys' fees and other costs of investigation; distribution or application to any applicable consumer protection enforcement funds, including future consumer protection enforcement, consumer education, litigation or local consumer aid, or revolving funds; defraying the costs of the inquiry leading hereto; or any other lawful purpose, at the sole discretion of the Attorney General.

11.2 The Attorney General will distribute up to Twenty Thousand Dollars (\$20,000) of the payment described in paragraph 11.1 to consumers who submitted complaints to the Attorney General or the Better Business Bureau (BBB) prior to the Effective Date. The recipients, amounts, and timing of these consumer distributions shall be at the Attorney General's sole discretion. If any of the Twenty Thousand Dollars remains at the conclusion of the schedule established by the Attorney General, the remaining money shall be retained by the Attorney General for the costs associated with the investigation and consumer distribution.



## **XII. Release**

12.1 By accepting this AVC, the Attorney General agrees to terminate any and all investigation into the Alleged Conduct occurring prior to the date of this AVC. Furthermore, the Attorney General releases and discharges Frontier and its respective directors, officers, employees, representatives, agents, affiliates, and subsidiaries, from any and all civil or administrative claims, demands, rights actions, causes of action, and liabilities, of any kind or nature whatsoever, including claims for fines, fees, restitution, disgorgement, penalties, other monetary relief, injunctive relief, or declaratory relief, that are based directly or indirectly on the Alleged Conduct, that the Attorney General, whether directly, indirectly, representatively, derivatively, in its sovereign enforcement capacity, or as *parens patriae* on behalf of state citizens, or in any other capacity, could have asserted, before or as of the Effective Date, against Frontier that may be released relating to the subject matter of the Alleged Conduct, including under the MCPA or under any other Michigan or federal statutes or common law claims concerning unfair, deceptive, or unconscionable practices relating to consumer transactions. Nothing herein shall be construed as a waiver or release of claims asserted or that may be asserted by individual consumers acting on their own behalf and not as part of a class action brought by the Attorney General pursuant to MCL 445.910. Further, nothing herein shall be construed as a waiver or release of liability for claims asserted or that may be asserted by the State of Michigan, or its respective agencies or departments based on any conduct other than the Alleged Conduct.

## **XIII. General Provisions**

13.1 This AVC is binding upon, inures to the benefit of, and applies to the Parties and their successors-in-interest.

13.2 This AVC does not affect, expand, or limit the rights of any private party to pursue any available remedy or remedies pursuant to applicable law, except that any common law right of set off would still be applicable. Further, this AVC does not create any private right or cause of action to any third party.

13.3 This AVC does not constitute an approval by the Attorney General of any Frontier business practices and Frontier must not make any representation to the contrary.

13.4 No change or modification of this AVC is valid unless in writing and signed by the Parties.

13.5 Unless a temporary restraining order is sought, the Attorney General will make reasonable efforts to provide written notice in the event the Attorney General believes Frontier to be in noncompliance with any provision of this AVC, stating the basis for such belief.

13.6 Except as otherwise specifically stated herein, all provisions of this AVC shall remain in effect for a period of forty-eight (48) months from the Effective Date.

#### **XIV. Signatories**

14.1 Each person signing this AVC acknowledges and represents that (a) they have read this AVC in its entirety and fully understand all of its terms, conditions, ramifications, and consequences; (b) they unconditionally consent to the terms of this AVC; (c) they have consulted with or had ample opportunity to consult with legal counsel of their choosing prior to executing this AVC; and (d) the consideration received by each party as described in this AVC is adequate.

14.2 Each undersigned individual represents and warrants that he is fully authorized by the party he represents to enter into this AVC and to legally bind such party to the terms and conditions of this AVC.

14.3 The Parties may execute this AVC in counterparts, each of which is deemed an

original and all of which constitute only one agreement.

14.4 The Parties agree that facsimile or electronically transmitted signatures may be submitted in connection with this AVC and are binding to the same extent as an original signature.

**XV. Effective Date**

15.1 The Effective Date of this AVC is the date upon which the Attorney General signs this AVC.

Dated: April 1, 2022

By:



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Mark Nielsen  
Executive Vice President, Legal & Regulatory  
Frontier Communications Parent, Inc.  
401 Merritt 7  
Norwalk, CT 06851

Dated: April 4, 2022

By:



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