



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

In the Matter of the Joint Application of Verizon Communications Inc., Frontier Communications Parent, Inc., Frontier California Inc., Citizens Telecommunications Company of California Inc., Frontier Communications of the Southwest Inc., Frontier Communications Online and Long Distance Inc., and Frontier Communications of America, Inc. for Approval of the Transfer of Control of Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California (U 1024 C), Frontier Communications of the Southwest Inc. (U 1026 C), Frontier Communications Online and Long Distance Inc. (U 7167 C), and Frontier Communications of America, Inc. (U 5429 C), to Verizon Communications Inc. Pursuant to California Public Utilities Code Section 854

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**JOINT APPLICANTS' OPENING COMMENTS ON PROPOSED DECISION
GRANTING TRANSFER OF CONTROL SUBJECT TO CONDITIONS**

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Pursuant to Rule 14.3(a) of the California Public Utilities Commission’s (“Commission”) Rules of Practice and Procedure, Verizon Communications Inc. (“Verizon”) and Frontier Communications Parent, Inc. with its wholly-owned California subsidiaries¹ (together, “Frontier,” and with Verizon, the “Joint Applicants”), respectfully submit these opening comments on the Proposed Decision Granting Transfer of Control Subject to Conditions issued on December 16, 2025 (the “Proposed Decision”).

I. INTRODUCTION

The Proposed Decision concludes correctly that the Transaction serves the public interest and the Commission should approve it, and that the settlement agreements reflect the diligent efforts of Joint Applicants, the Public Advocates Office (“Cal Advocates”), the California Emerging Technology Fund (“CETF”), and the Communications Workers of America, District 9 (“CWA”) to resolve disputed issues and deliver concrete, substantial benefits to California communities. Joint Applicants appreciate the efforts of Administrative Law Judges Fox and Miles, Assigned Commissioner Reynolds and his staff, and Communications Division staff for their work on this matter and for facilitating a timely Commission vote on the Proposed Decision on January 15th.

The Proposed Decision would impose conditions that extend beyond the settlement agreements, and Joint Applicants can accept many of these obligations. But a small number of the Proposed Decision’s additional conditions would be unworkable, lack support in the record, risk violations of California law, and impose burdens that would negate the Transaction’s numerous consumer benefits. Specifically, the Proposed Decision should be revised to: (i) limit and clarify the broadband buildout requirement in Ordering Paragraph 2, which is overbroad and likely infeasible as presented; (ii) remove the expansive obligation that Verizon maintain all Frontier employee and supplier contracts for five years in Ordering Paragraph 8; (iii) clarify that the focus of the proposed price freeze in Ordering Paragraph 23 is the bottom-line price paid by Verizon Forward customers after discounts are applied; and (iv) limit the battery backup requirement in Ordering Paragraph 20 to customers who are migrated to fiber-based voice

¹ The California entities to be transferred include Frontier Communications Parent, Inc.’s California incumbent local exchange carrier subsidiaries Frontier California Inc., Citizens Telecommunications Company of California Inc., and Frontier Communications of the Southwest Inc. and its long-distance or “interexchange” subsidiaries Frontier Communications Online and Long Distance Inc. and Frontier Communications of America, Inc.

service and change the battery backup duration to 24 hours.

Finally, the Commission should revise certain other proposed Ordering Paragraphs to clarify important points. Joint Applicants respectfully request that the Commission make these targeted changes, including those in Appendix A to these comments, and approve the Application and settlements at its January 15, 2026 Voting Meeting.

II. THE COMMISSION SHOULD MAKE TARGETED CHANGES TO THE PROPOSED DECISION.

A. The Commission Should Delete or Revise the Broadband Deployment Mandate in Ordering Paragraph 2.

1. As Written, Ordering Paragraph 2 Would Impose Extraordinary Costs and Burdens and Raise Feasibility Concerns.

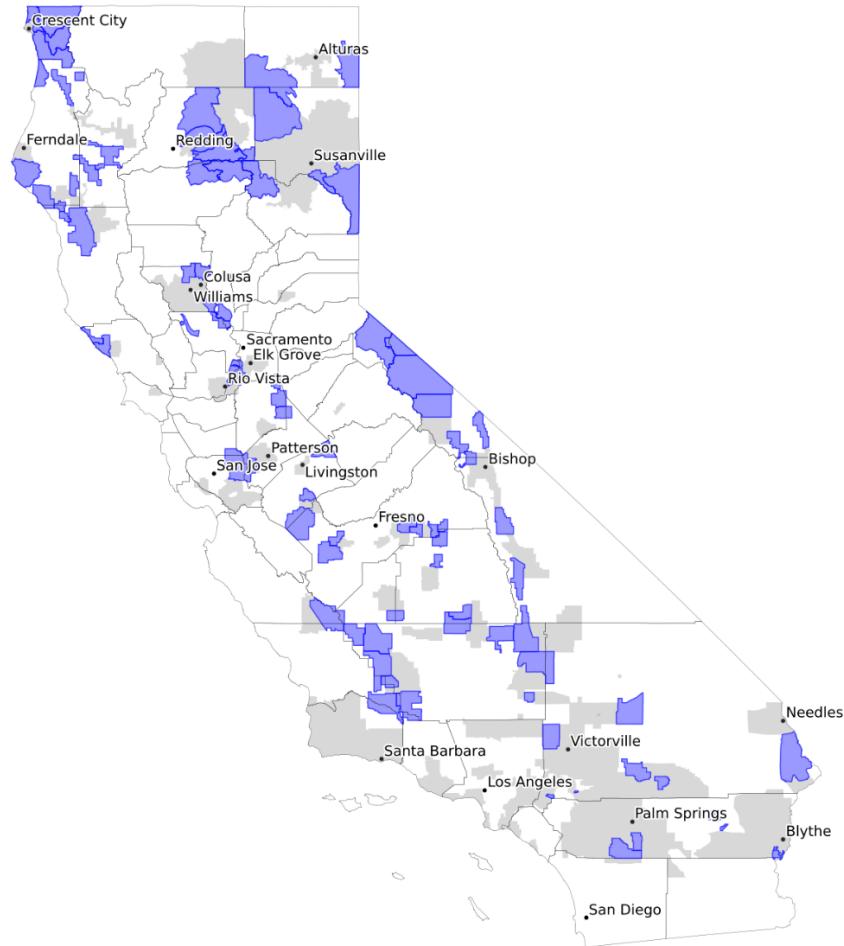
The Commission should delete Ordering Paragraph 2 or revise it as proposed in Appendix A (described in Section A.3 below). As currently drafted, it would impose an impractical and unreasonably costly mandate requiring Verizon to “deploy broadband infrastructure” to 88 wire centers and “offer broadband service plans capable of 100 mbps download and 20 mbps upload or greater to *all locations* served by those wire centers.”² This mandate is unsupported by the record evidence and law.

The wire centers targeted by this requirement are in some of the most remote and geographically challenging areas in the state. Broadband deployment costs in these areas could be prohibitively expensive and the build would be practically infeasible in many cases. The geographic scope of this obligation is massive. At roughly 17,000 square miles, the area is approximately the size of New Jersey, Connecticut, Delaware, and Rhode Island combined. To put that in a local perspective, this obligation covers an area the size of the entire Great Central Valley, stretching from Redding all the way to Bakersfield. However, unlike the contiguous valley floor, these specific wire centers consist largely of mountainous terrain with low population density presenting significantly higher construction costs and deployment challenges. Although Ordering Paragraph 2 affords Verizon flexibility to deploy a variety of broadband technologies,³ many of these locations remain inaccessible to FWA, let alone fiber. The

² Proposed Decision at 118 (Ordering Paragraph 2) (emphasis added) & Appendix D to Proposed Decision (listing 88 wire centers). Ordering Paragraph 2 “exclude[es] any locations upgraded by existing federal/state grant programs.” *Id.*

³ Ordering Paragraph 2 is framed in technology-neutral terms and contemplates affording Verizon flexibility to use any type of broadband technology (e.g., fiber, Fixed Wireless Access (“FWA”), wireless

following map shows the location of the Frontier Appendix D wire centers on a county map of California. County boundaries are in black, the areas in blue show the Appendix D wire centers, and other Frontier wire centers are shown in gray:



There is no record evidence of the costs to deploy broadband to these locations or the feasibility of doing so. No party presented these locations in the case, addressed them in testimony, or analyzed them in discovery. On the contrary, Appendix D appears to come from a list of “Never Fiber” wire centers Frontier produced to the Communications Division in response to a discovery request that no party sought to introduce into evidence and thus is not part of the record in this proceeding. And even if it were part of the record, the document would not support

broadband, and/or satellite broadband). *See* Proposed Decision at 118 (referring to “broadband infrastructure”). Any attempt to misconstrue the Proposed Decision to limit Ordering Paragraph 2 to fiber deployment based on the use of that phrase in the Proposed Decision (*see, e.g.*, at 91 (“... fiber deployment as detailed in Ordering Paragraph 2”)) should be rejected.

a mandate to deploy broadband to areas where Frontier never had plans to build.⁴ Because these mandates would be imposed in largely underserved areas, deploying any kind of broadband to every location in these areas is likely to be unreasonably expensive.

Ordering Paragraph 2 is also unreasonably burdensome insofar as it would require deployment to “all locations” served by the specified wire centers regardless of feasibility, cost, or customer interest. Even apart from the remote nature of the wire centers, Verizon may be unable to meet the deployment mandate. For example, if Verizon were unable to obtain permits from federal (e.g. U.S. Forest Service), state, local or tribal government entities or rights of way or building access from private property owners, it would not be able to reach those locations with fiber. Even using FWA, covering every location in a wire center—a wireline network geography that bears no connection to cell site coverage—would require building FWA capacity to a vast expanse of areas outside the specified wire centers. And, as the settlement with Cal Advocates recognizes, deployment plans may encounter obstacles and delays beyond a service provider’s control, such as difficulties with site acquisition, obtaining easements, and securing the requisite fiber backhaul and commercial power from third parties.⁵

To address these concerns, the Commission should delete Ordering Paragraph 2 or revise it as suggested in Appendix A.

2. Ordering Paragraph 2 is Unnecessary, Unsupported by the Record, and Contrary to Precedent.

Ordering Paragraph 2 would also violate California law. Specifically, it lacks any support in the record evidence (much less the “substantial evidence” and findings of fact required to satisfy appellate scrutiny⁶) and is inconsistent with Commission precedent establishing that conditions are appropriate *only* when there is a significant competitive, consumer, or other public harm resulting from the transaction that requires mitigation.⁷

⁴ Compare Appendix D to Proposed Decision with FR CD 0074886 (Frontier’s Confidential Attachment to its June 26, 2025 Response to the Commission’s Division’s Data Request 2.2 (identifying “Never Fiber” wire centers)).

⁵ See Exh. CforAT 6 (Verizon-Cal Advocates Settlement Agreement) ¶¶ 11-12.

⁶ See Pub. Util. Code § 1757(a)(3), (4).

⁷ See, e.g., D. 21-11-030 at 8 (goal of conditions is to “mitigate any significant negative impacts” of a proposed transaction); D. 20-04-008 at 35-36 (analyzing whether “conditions or mitigation measures” would “prevent significant adverse consequences which may result from the merger”); *see also* D. 09-10-056 at 18 (“Because the transaction will result in no adverse consequences to customers, employees, shareholders, or the public in California, no mitigation measures are needed.”); D. 05-11-029 at 112

Here, the record establishes that the Transaction will bring only *benefits*, and the settlement agreements further enhance those benefits, including Verizon’s commitments to (among other things) add 250 new 5G-ready macro cell sites and 75,000 new fiber passings.⁸ The Proposed Decision correctly identifies “substantial customer benefits, including additional service options, affordable pricing plans, infrastructure development, and service quality improvements” resulting from the Transaction and settlement agreements.⁹ Likewise, the Proposed Decision correctly concludes that the Transaction “will *not* result in a reduction in the number of competitors or eliminate the possibility of a future new competitor in any Frontier service area.”¹⁰ And it further finds that the Transaction will serve a crucial role for Frontier as it confronts significant financial challenges that would prevent it from continuing fiber deployment in California beyond 2025 (except for build-out associated with awarded government subsidies or grants). As the Proposed Decision explains, “we are persuaded by CETF that, given Frontier’s financial situation, Verizon’s acquisition of the Frontier network can provide needed financial stability to Frontier’s system.”¹¹

These findings align with the unrebutted record evidence. Frontier witness Allison Ellis testified that Frontier “cannot continue fiber expansion at the current pace.”¹² Given Frontier’s heavy debt burden, Ms. Ellis explained that “[a]fter 2025, Frontier does not plan to complete any additional fiber deployment in California, except fiber deployment associated with its . . . federal or state subsidies/grants.”¹³ Absent the Transaction, a financially challenged Frontier would be unable to pursue non-government-funded broadband deployment¹⁴ and would likely have to

(conditions proposed by TURN and other parties had “little merit” given the lack of “adverse consequences” resulting from the transaction).

⁸ See Exh. CforAT 6 (Verizon-Cal Advocates Settlement Agreement) at ¶ 2; *see also* Exh. CforAT 5 (Verizon-CETF MOU) at § VI.B.

⁹ Proposed Decision at 30.

¹⁰ *Id.* at 32 (emphasis added).

¹¹ Proposed Decision at 33; *see also id.* at 39 (“We agree with the Joint Applicants and CETF that the financial condition of Frontier could be meaningfully improved by approval of the proposed transaction.”).

¹² Exh. JA 3 (Ellis Rebuttal Testimony Errata) at 12.

¹³ *Id.* at 15; *see also id.* at 8-10, 15; Exh. JA 1 (Ellis Opening Testimony) at 9-10; Exh. CETF 1 (McPeak Opening Testimony) at 5 (acknowledging Frontier’s “financial difficulty” and the benefits of “allow[ing] Verizon to purchase Frontier in order to provide financial stability and additional assets to Frontier”).

¹⁴ JA 3 (Ellis Rebuttal Testimony Errata) at 12, 15.

increase rates.¹⁵ By imposing a “mitigation measure” where there is no actual harm to mitigate, Ordering Paragraph 2 directly conflicts with the record evidence,¹⁶ is unsupported by any finding of fact,¹⁷ and departs from longstanding Commission precedent.¹⁸

Moreover, adopting complete build-out obligations for the wire centers listed in Appendix D would be arbitrary and capricious and an abuse of discretion.¹⁹ Frontier had no plans to deploy fiber to these wire centers due to feasibility, cost, and other concerns.²⁰ Nor did any fact or expert witness testify that deploying broadband to the wire centers in Appendix D is necessary to address any transaction-specific harm. Appendix D confirms that Ordering Paragraph 2 is *not* designed to mitigate any transaction-specific harm because Frontier would not deploy to those wire centers regardless of the Transaction.²¹

In addition, no party offered the selected list of wire centers for the Commission’s consideration during this lengthy proceeding, subject to scrutiny and cross-examination, or advocated its adoption. The record lacks any expert technical or economic analysis to support deploying broadband to these “Never Fiber” areas—including data on practical feasibility in

¹⁵ *Id.* at 17 (without the Transaction “Frontier would need to aggressively and immediately increase both telephone and broadband service rates to augment its revenues and cash flow for funding debt and other expenditures”).

¹⁶ See Pub. Util. Code § 1757(a)(4) (Commission decisions subject to annulment where they include findings “not supported by substantial evidence in light of the whole record”); *Util. Reform Network v. Pub. Utils. Comm’n*, 223 Cal.App.4th 945, 949 (2014) (“[W]e conclude the Commission’s finding of need is unsupported by substantial evidence.”); *City of Stockton v. Marina Towers LLC*, 171 Cal.App.4th 93, 114 (2009) (agency’s adoption of “findings that are lacking in evidentiary support” constitutes “[a] gross abuse of discretion”) (citation omitted).

¹⁷ See Pub. Util. Code § 1757(a)(3); *Cal. Mfrs. Ass’n v. Pub. Utils. Comm’n*, 24 Cal.3d 251, 259 (1979) (annulling Commission decision for lack of sufficient factual findings and explaining that decision lacked a rational basis “[w]ithout some [supporting] expert testimony or empirical data”); *Greyhound Lines, Inc. v. Pub. Utils. Comm’n*, 65 Cal.2d 811, 813 (1967) (annulling Commission order upon finding the decision contained no stated findings). The Proposed Decision contains no finding of fact that supports any need for Ordering Paragraph 2’s sweeping buildout mandate, instead resting on the vague and conclusory assertions that additional “mitigation measures are required.” Proposed Decision at 114, 115 (FOF # 16, 32). Nor could the Commission add such a finding given the complete lack of evidentiary support for it. See note 19, *supra*.

¹⁸ See *supra* note 7 (citing precedent).

¹⁹ See Pub. Util. Code § 1757(a)(5); *City of Stockton*, 171 Cal.App.4th at 114.

²⁰ See *supra* note 4.

²¹ See *supra* note 7 (Commission precedent applying conditions to mitigate transaction-specific harms); see also *City of Stockton*, 171 Cal.App.4th at 114 (“A gross abuse of discretion occurs where the public agency acts arbitrarily or capriciously, renders findings that are lacking in evidentiary support, or fails to follow the required procedures”) (citation omitted).

challenging terrain, the number of locations to be covered, or the likely costs.²² In fact, TURN’s own expert testified that he “do[es] not and would not recommend that Verizon’s fiber deployment commitment be stated in exact expenditures, timetables and deployment locations.”²³ Because Appendix D does not represent a reasonable list of deployment targets with any rational relationship to any harms, Ordering Paragraph 2 would further violate California law by relying on the Appendix.

3. If Ordering Paragraph 2 Is Not Deleted, It Must Be Revised to Reflect an Appropriately Defined Deployment Commitment.

Verizon understands the significance of the broadband deployment issue to the Commission and has proposed revisions to Ordering Paragraph 2 to place reasonable limits on its obligations while still significantly advancing the Commission’s objective of expanding broadband in underserved areas. Verizon proposes the following essential limiting principles to ensure the mandate is workable in terms of both cost and feasibility.

First, Verizon should not have an obligation to build to locations that are already served by another terrestrial broadband provider or if there is no customer interest. The goal of Ordering Paragraph 2 is to bring broadband to customers who do not have it, not to require overbuilds of existing networks. If a location is already served by a terrestrial provider (*i.e.*, fiber, cable, or FWA), the Commission should exclude that location from the deployment mandate consistent with the Ordering Paragraph’s existing exclusion for locations served via subsidy. Similarly, Verizon should not be required to invest in broadband deployment to a particular area if no

²² See *Cal. Mfrs. Ass’n*, 24 Cal.3d at 259-260; *see also* Pub. Util. Code § 321.1(b) (“The commission shall take all necessary and appropriate actions to assess the economic effects of its decisions”); *id.* § 321.1(a) (“It is the intent of the Legislature that the commission assess the consequences of its decisions, including economic effects”).

²³ Exh. TURN 2 (Brevitz Opening Testimony Errata) at 47. The Proposed Decision finds that “ongoing fiber deployment is needed and that Verizon should be required to expand its fiber network.” Proposed Decision at 30. But the Proposed Decision includes no findings, evidence, or analysis to support that conclusion. In any event, the Cal Advocates settlement provides detailed, specific, and enforceable broadband deployment commitments. *See* Proposed Decision at 62, 99, 101-102, 125 (Ordering Paragraph 25); *see also* Exh. CforAT 6 (Verizon-Cal Advocates Settlement Agreement). The Proposed Decision does not address the settlement at all in its analysis of Ordering Paragraph 2.

Nor is there any evidence in the record to support TURN’s hypothesis that, absent this Transaction, Frontier would pursue a more aggressive fiber deployment plan that brings fiber to all locations within an initial Approved Build Universe (“ABU”). *See* Proposed Decision 71, 77. Instead, the unrebutted evidence establishes that Frontier no longer has the funds to pursue its ABU and has no broadband deployment plans for California beyond 2025 except for government subsidies or grants. *See* JA 3 (Ellis Rebuttal Testimony Errata) at 15-16.

customer in that area has requested broadband service.

Second, for locations where the costs of deploying broadband capable of 100 Mbps download and 20 Mbps upload are excessive (*e.g.*, more than \$10,000 per location), Verizon should have flexibility in meeting the mandate. This includes: (i) providing broadband service with more flexibility on the speed requirement (*e.g.*, 85 Mbps download and 10 Mbps upload) to allow FWA to be provided at greater distances from cellular infrastructure, and (ii) allowing Verizon to contract with other companies, including non-terrestrial broadband providers, to provide the service so long as Verizon retains the billing relationship with the customer and ultimate responsibility to the Commission for compliance. Making FWA available to customers in these areas at these speeds would improve their access, while doing so in a more workable way.

Third, as Ordering Paragraph 2 recognizes, Verizon should be able to benefit from available California subsidy programs to support the required buildout. To ensure a meaningful and effective partnership between Verizon and the State, if Verizon seeks subsidy funding for high-cost locations with a reasonable cost contribution by Verizon and that application is declined, then the Commission should relieve Verizon of its obligation to serve those locations.

Fourth, given the cost and complexity of the build, the Commission should extend the time period in Ordering Paragraph 2 from five years to seven years, with milestones of 25% deployment by the end of year 3 and 50% by the end of year 5. The remote nature of many of these locations presents significant challenges to developing plans to deploy broadband to them and executing those plans; this will take time, and five years is simply not enough to cover all of the locations.

By adopting these measured revisions to Ordering Paragraph 2, the Commission would mitigate the legal and practical issues described above while securing a significant expansion of broadband service to underserved areas of California.

B. Ordering Paragraph 8 Is Unlawful and Requires Revision and Clarification.

Ordering Paragraph 8 requires Verizon to “retain Frontier’s current employee and supplier contracts, maintain Frontier’s small business accelerator program, and adopt the local staffing requirement from Frontier’s restructuring agreement.” The proposed requirement to retain Frontier’s contracts is unlawful and thus must be deleted; the remaining provisions should be clarified.

The record does not support Ordering Paragraph 8’s proposed requirement that Verizon retain Frontier’s current employee contracts for five years, and the Commission lacks jurisdiction to impose it. The Proposed Decision finds under Section 854(c)(4) that the CWA settlement ensures the transaction is fair and reasonable to Frontier’s union-represented employees, but that additional conditions are needed to ensure fairness for non-union employees.²⁴ Notwithstanding that finding, Ordering Paragraph 8 draws no distinction between union and non-union employees and directs Verizon and Frontier to retain all “current” employee contracts. This overly broad proposal would exceed the Commission’s jurisdiction, which does not extend into labor matters or to contracts outside of California.²⁵ And Verizon has already committed to provide Frontier’s California employees a number of significant protections.²⁶ Therefore, the Commission should delete the employment provision in Ordering Paragraph 8.

The proposed condition that Verizon retain Frontier’s current supplier contracts for five years is also unlawful. General Order (“GO”) 156 and California law recognize that service providers must be free to exercise their independent business judgment in the selection of suppliers to advance competitive procurement opportunities. By proposing to require Verizon to maintain Frontier’s supplier contracts, Ordering Paragraph 8 is inconsistent with GO 156, which expressly recognizes that the utility “retains the authority to use its legitimate business judgment to select the supplier for a particular contract.”²⁷ In addition, Ordering Paragraph 8 raises serious

²⁴ See Proposed Decision at 115 (Finding of Fact 26).

²⁵ The Commission has repeatedly recognized that it lacks jurisdiction over labor issues. *See, e.g.*, D.96-11-043 at 4 (following *Pac. Tel. & Tel. Co. v. Pub. Utils. Comm’n*, 34 Cal.2d 822, 829 (1950) (“In the absence of statutory authorization, … it would hardly be contended that the commission has power to formulate the labor policies of utilities, to fix wages or to arbitrate labor disputes”)); D.96-07-022 at 11 (similar); D.77781 at 7. By its terms, Ordering Paragraph 8 also contemplates that the Commission will regulate employee relations outside California—a matter plainly beyond the Commission’s authority. *See* Pub. Util. Code §§ 202 (providing that no provision of the Public Utilities Act “shall apply to … interstate commerce, except insofar as such application is permitted under the Constitution and laws of the United States”), 701 (“The commission may supervise and regulate every public utility in the State”); U.S. Const. art. I, § 8, cl. 3 (Commerce Clause); *Int’l Dairy Foods Ass’n v. Boggs*, 622 F.3d 628, 645 (6th Cir. 2010) (a state “regulation that has the practical effect of controlling commerce that occurs entirely outside of the state in question” is “virtually per se invalid under the dormant Commerce Clause”) (citing *Healy v. Beer Inst.*, 491 U.S. 324, 336 (1989)).

²⁶ For example, Verizon has already committed, for at least one year following the Transaction’s effective date, to provide, at minimum, the equivalent wages and benefits provided by Frontier for non-union employees. *See* Exh. JA 6 (Verizon Panel Opening Testimony) at 18.

²⁷ General Order 156, § 6; *see also* *Pac. Tel. & Tel. Co.*, 34 Cal.2d at 827 (California law does not “specifically grant to the commission power to regulate the contracts by which the utility secures the

practical concerns that the Proposed Decision fails to consider, including limiting Verizon’s ability to select suppliers based on safety, performance, or economic concerns, which could be exacerbated if contractors know that Verizon is obligated to maintain their contracts. And Ordering Paragraph 8 suffers from additional legal flaws, including its broad extraterritorial effect as written and its inconsistency with federal law. For example, it impairs Verizon’s contractual rights and thus violates the Constitution’s Contract Clause.²⁸ Therefore, the Commission should delete Ordering Paragraph 8’s contract provision as well.

Separately, the Commission should revise Ordering Paragraph 8 to reflect that Verizon (not Frontier) initiated and currently supports the small business accelerator program. Ordering Paragraph 8’s proposed requirement that Verizon adopt “the local staffing requirement from Frontier’s restructuring agreement” should be deleted as redundant and inapplicable because any such requirement expired in 2023.²⁹ There is no ongoing staffing requirement imposed by Frontier’s restructuring agreement, Ordering Paragraph 18 already includes a similar requirement for local staffing for the California customer hotline, and the CWA settlement already includes requirements related to technician staffing.³⁰

C. The Transaction and Settlements Provide Extraordinary Affordability Benefits for Low-Income Californians. Ordering Paragraph 23’s Price Freeze Is Unlawful and Will Limit Consumer Choice Unless Revised.

Ordering Paragraph 23 provides that Verizon “shall not raise the price of services eligible under Verizon Forward” for five years. The Commission should modify this language to make clear that the focus is on prices solely for Verizon Forward customers. Verizon Forward is not a set of rate plans; it provides discounts to qualifying low-income customers on a set of broadband

labor, materials, and services necessary for the conduct of its business”).

²⁸ U.S. Const., art. I, § 10, cl. 1; *Globe Liquor Co. v. Four Roses Distillers Co.*, 281 A.2d 19, 21 (Del. 1971) (holding unconstitutional in violation of Contract Clause a statute that had the effect of transforming a one-year contract containing no right of renewal into an agreement extending into the indefinite future, terminable “only upon certain conditions and at [the party’s] peril”), *cert. denied*, 404 U.S. 873 (1971); *Opinion of the Justices*, 283 A.2d 832, 834 (Del. 1971) (opining that statute limiting rights to cancel insurance agency contracts was unconstitutional, explaining that “[w]e think the burden of having to do business for a period of thirteen months with an agent whom the company has found to be unsatisfactory is a substantial impairment of the company’s contract rights”).

²⁹ See D.21-04-008, Attachment 1 at p. 9 (“Frontier will not decrease the total employee technician staffing level in California … over the next three years through December 31, 2023.”). If the Proposed Decision is referring to different obligations in Frontier’s restructuring agreement, it is not clear to which obligations the Proposed Decision is referring.

³⁰ See Exh. CforAT 8 (Verizon-CWA Settlement Agreement) ¶¶ 2-3, 5, 8.

plans generally available to Verizon’s customers nationwide.³¹ This differs from other carriers’ low-income offerings, which are often limited to a small number of plans with capped speed options. Verizon respects customer choice by enabling discounts on a range of generally available plans so qualifying individuals can choose the option that best suits their needs. To continue that pro-consumer approach, the Commission should clarify that Ordering Paragraph 23’s requirements are focused on the bottom-line prices paid by Verizon Forward customers on qualifying plans in California and do not apply to the underlying broadband prices paid by all customers.

This clarification would expand upon the extensive affordability commitments Verizon has already made in this docket, including in the Cal Advocates settlement. Verizon has committed to: (i) offer Verizon Forward discounts to eligible customers in California on Fios and FWA (for 10 years); (ii) apply a discount equivalent to the amount of the federal Lifeline subsidy for Verizon Forward subscribers that do not qualify for federal Lifeline (for 5 years); (iii) provide at least one FWA plan and Fios plan eligible for Verizon Forward at a final price of \$20 (for 10 years); and (iv) participate in the Commission’s broadband pilot and allow customers to apply the California LifeLine subsidy towards the \$20 charge (for 10 years).³² The combined effect of these commitments is that qualifying California customers can get FWA service where available at approximately 100/20 Mbps or greater, and Fios service where available at 300/300 Mbps, *at no cost*. While the Cal Advocates settlement allows Verizon to raise the price of its plans that are eligible for the Verizon Forward discount, Verizon “must have at least one broadband service that costs the customer no more than \$20 per month after discounts and applicable subsidies with the exception of California LifeLine.”³³ As a result, the Cal Advocates settlement provides for no-cost broadband for eligible customers at the speeds specified above for at least 5 years—the full duration of Ordering Paragraph 23.

In light of these extensive commitments, Ordering Paragraph 23’s rate freeze as written is not only unnecessary but also unlawful. *First*, it is not connected to any transaction-related harm and therefore is inconsistent with Commission precedent.³⁴ Frontier currently has *no* broadband

³¹ See Exh. JA 6 (Verizon Panel Opening Testimony) at 13-15.

³² See Exh. CforAT 6 (Verizon-Cal Advocates Settlement Agreement) ¶¶ 16-19.

³³ *Id.* ¶ 18.

³⁴ See *supra* note 7 (Commission precedent addressing when conditions are appropriate to mitigate transaction-specific harm).

discount program of its own for which new customers can enroll. The Transaction only stands to improve the state of broadband affordability for low-income Californians significantly. *Second*, as a result, there is no evidentiary basis (or finding of fact) that could support additional requirements beyond the already-extensive commitments.³⁵ Moreover, no party has argued for broadband rate regulation generally as part of this proceeding, so there is no support in the record for a requirement of this breadth.³⁶ *Third*, Ordering Paragraph 23 exceeds the Commission’s jurisdiction under California law because it is not limited to the regulation of intrastate service, nor would such a separation be possible: broadband is an inherently interstate service.³⁷ *Fourth*, Ordering Paragraph 23 subjects broadband to rate regulation that is inconsistent with federal law.³⁸

To avoid the issues caused by Ordering Paragraph 23’s overbreadth, the Commission should clarify it to state that Verizon will not reduce the discount available under Verizon Forward in California for 5 years. This, in conjunction with the commitments specified above, will ensure that eligible customers have access to no-cost broadband service for at least 5 years (so long as the broadband pilot continues for that time) while preserving the ability of eligible customers to select plans with greater speeds if that better meets their needs.³⁹ At a minimum,

³⁵ See *supra* notes 16-17.

³⁶ See *id.*

³⁷ See *Restoring Internet Freedom*, 33 FCC Rcd. 311, 426-431, ¶ 199 (2018) (“[I]t is well-settled that Internet access is a jurisdictionally interstate service because ‘a substantial portion of Internet traffic involves accessing interstate or foreign websites.’”) (citing *Bell Atl. Tel. Cos. v. FCC*, 206 F.3d 1, 5 (D.C. Cir. 2000)), *vacated in part on other grounds*, *Mozilla Corp. v. FCC*, 940 F.3d 1, 74-86 (D.C. Cir. 2019); *see also* Pub. Util. Code §§ 234 (a) (limiting Commission authority over “telephone corporations” to companies that own, control, operate, or manage a “telephone line” “within this state”), 216 (defining public utility with reference to “telephone corporations”); D-13-12-005 at 2 (acknowledging that “state commissions such as the California Public Utilities Commission do not have jurisdiction over information services”).

³⁸ First, any such price regulation would be inconsistent with the light-touch regulatory framework that the FCC has established for broadband service (an “information service”). *See* Joint Applicants’ Post-Hearing Opening Brief (filed Oct. 10, 2025) at n.170 (citing, *inter alia*, *In re MCP No. 185*, 124 F.4th 993 (6th Cir. 2025) (holding that broadband is an “information service” under federal law)). Second, to the extent that the proposed rate freeze would apply to FWA devices delivering broadband that are “capable of being moved and … ordinarily do[] move,” 47 U.S.C. § 153(34), such regulation would be foreclosed by 47 U.S.C. Section 332(c)(3)(A), which expressly prohibits states from regulating the “rates charged by” (among other things) “any private mobile service.” Third, this onerous price regulation would violate 47 U.S.C. Section 253(a) by “effect[ively] … prohibit[ing]” the provision of interstate or intrastate telecommunications service.

³⁹ Joint Applicants also propose to delete Ordering Paragraph 23’s reference to Frontier Fundamentals. Frontier discontinued this program in February 2024, although customers who subscribed before that date

Ordering Paragraph 23 should be revised to state that if Verizon increases the price of a broadband rate plan for a customer in California receiving a Verizon Forward discount, it will increase the amount of the discount for that customer by a commensurate amount so they experience no net change in the price of their service.

D. 24 Hour Battery Back-Up Requirements Should Apply to Fiber-Based Voice Services.

As drafted, Ordering Paragraph 20 would require Verizon to provide a 72-hour battery back-up unit “to customers migrated from copper to fiber, fixed wireless, and/or VoIP.” Verizon provides battery backups for voice service as part of the Optical Networking Terminal (“ONT”) for customers who purchase voice service over fiber to support 911 and other calling. The ONT is not a router, and all routers require power to function, so a battery backup at the ONT would not support internet services in any event. FWA does not include a voice service and does not come with a battery backup anywhere because FWA customers can rely on mobile phones for voice calling. In addition, in-home battery backup units for Verizon’s ONTs provide power for 24 hours rather than 72, and any change to that would require a complete re-design of equipment and technology of redesigning a successful national program at great cost and burden with limited benefit to customers. The Commission should thus limit Ordering Paragraph 20 to voice services provided over fiber and change the battery backup duration to 24 hours.

E. The Commission Should Make Additional Targeted Changes to the Ordering Paragraphs.

The Commission should make targeted modifications to the Proposed Decision to address instances where the additional conditions are ambiguous, exceed the Commission’s authority, or impose unnecessary burdens, as reflected in Appendix A and explained below.

Ordering Paragraph 3 requires Verizon to provide backhaul for certain projects on a non-discriminatory basis without defining the governing legal standard, risking disputes based on this ambiguity. The proposed revision clarifies that Verizon’s obligation is “consistent with non-discrimination requirements under federal and state law.”

Ordering Paragraph 9 requires Verizon to conduct a national, quarterly employee

can still receive it. *See* Exh. JA 3 (Ellis Rebuttal Testimony Errata) at 76. Verizon committed in the Cal Advocates settlement that it “will honor Frontier discounted pricing for existing Frontier customers with legacy status on Frontier Fundamental Internet plans as-of the closing date of the Transaction.” Exh. CforAT 6 (Verizon-Cal Advocates Settlement Agreement) ¶ 23. This issue is therefore already fully addressed.

survey. Even if the Commission had the legal authority to regulate such labor issues, that authority cannot extend beyond California, and the survey should be limited accordingly.⁴⁰

Ordering Paragraph 12 gives tribal liaisons broad operational authority inconsistent with liaison roles. The proposed revision ensures the liaisons will have direct access to executive leadership and maintains their coordination responsibilities while removing authority to independently direct functions that are organized on a much larger geographic scale than that connected to tribes.

Ordering Paragraph 18’s customer support obligations should be clarified to apply only to Frontier customers in California to align with the scope of this proceeding.

Ordering Paragraph 19 includes obligations to market Frontier Fundamentals, but Frontier discontinued that program for new customers in February 2024.⁴¹ The revision removes ongoing marketing obligations for Frontier Fundamentals while maintaining all other requirements. It also deletes references to Frontier stores, as there are none in California.

Ordering Paragraph 21 requires Verizon to provide certain customer notifications “via email, text and phone call,” but the company does not have these points of contact for all customers. This requirement should be clarified either to apply only when Verizon has the contact information or to permit notification by one of these means rather than all.

Ordering Paragraph 22 includes affordability requirements that are overbroad, constitute price regulation prohibited by 47 U.S.C. Section 332(c)(3)(A), and do not mitigate any identified harm associated with the Transaction. As detailed above, the Transaction and the Cal Advocates settlement provide unprecedented benefits to low-income Californians, including that Verizon will participate in the broadband pilot. Verizon’s participation should be subject to the pilot’s general terms and the duration of this obligation should be limited to 10 years.

Ordering Paragraph 27 imposes a costly and unnecessary obligation for a compliance monitor, particularly in light of the \$150 million performance bond pledged in the Cal Advocates settlement, the extensive enforcement provisions in the settlement agreements, and the Commission’s jurisdiction to enforce the settlements and the Proposed Decision’s additional

⁴⁰ Verizon will still be subject to the commitments to the FCC and will need to comply with both these conditions and the FCC commitments, as the Proposed Decision recognizes. *See Proposed Decision at 94-96.*

⁴¹ *See* Exh. JA 3 (Ellis Rebuttal Testimony Errata) at 76.

obligations.⁴² If the Commission actually identifies a substantial compliance failure, which the current record does not and could not support, Verizon proposes to pay for a compliance monitor at that time.

Ordering Paragraph 31 should be revised to make the default compliance duration five years rather than ten to align with Commission precedent on reporting requirements.⁴³

III. CONCLUSION

The Commission should make the targeted revisions to the Proposed Decision's Ordering Paragraphs reflected in Appendix A, approve the Application, and approve the settlements at its next Voting Meeting on January 15, 2026.

Respectfully submitted this 5th day of January, 2026.

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⁴² Pursuant to Rule 12.5 of the Commission's Rules of Practice and Procedure, Commission adoption of a settlement is binding on all parties to the proceeding in which the settlement is adopted.

⁴³ See D.15-12-005 at 78 (Ordering Paragraph 3); D-21-04-008 at 72-73 (Ordering Paragraph 4(m)).

APPENDIX A

PROPOSED REVISIONS TO THE FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDERING PARAGRAPHS

(Underline indicates addition; strikethrough indicates removal)

Findings of Fact

1. Verizon Communications Inc. created a wholly owned subsidiary of Verizon, France Merger Sub Inc., for the purpose of the proposed transaction.
2. France Merger Sub Inc. is a Delaware corporation that will be merged with and into Frontier Communications Parent, Inc. with Frontier Communications Parent, Inc. surviving the transaction as a wholly owned subsidiary of Verizon Communications Inc.
3. Frontier California operates in California as an ILEC under utility number U1002C.
4. Frontier California has gross annual California revenues exceeding \$500 million.
5. CTC California operates in California as an ILEC under utility number U1024C.
6. Frontier Southwest operates in California as an ILEC under utility number U1026C.
7. Frontier LD operates in California as a long-distance or interexchange IXC carrier under utility number U7167C.
8. Frontier America operates in California as a long-distance or IXC carrier under utility number U5429C.
9. Frontier California, CTC California, Frontier Southwest, Frontier LD, and Frontier America are the California subsidiaries.
10. Frontier Parent is incorporated in Delaware and is the holding company for the California subsidiaries.
11. The Joint Applicants requested approval of a proposed parent-level transaction in which Verizon would acquire 100 percent of Frontier Parent. Frontier Parent will become a wholly owned, direct subsidiary of Verizon, and the California subsidiaries would become indirect, wholly owned subsidiaries of Verizon.
12. We identify no specific harms regarding the structure of the proposed transaction.
13. The proposed transaction meets the requirements of Section 854(a).
14. The application, along with the settlement agreements, and necessary required additional conditions is expected to provide substantial customer benefits.

15. Following the close of the transaction, Verizon will offer its service plans to many current Frontier customers, including a national low-income broadband plan and bundled service options not offered Frontier today.

~~16. To ensure that these benefits materialize, additional mitigation measures are required.~~

~~17.16. With mitigation measures, the proposed transaction meets the requirements of Section 854(b)(1).~~

~~18. One identified aspect of the proposed transaction could adversely affect competition is access to backhaul.~~

~~19.17. With conditions, the proposed transaction meets the requirements of Section 854(b)(3).~~

~~20.18. Under certain conditions, the proposed transaction meets the requirement of Section 854(c)(1) that the transaction would maintain or improve the financial condition of the resulting public utility doing business in the state.~~

~~21.19. 1.19-12-009, which investigated the lack of customer support provided during migration of customers from Verizon to Frontier in 2016 and large-scale outages, imposed a \$1,454,000 penalty for outages and service interruptions during the migration.~~

~~22.20. Since 2018, the Commission has fined Frontier a total of more than \$6.5 million for failure to comply with GO 133 service quality performance for out of service repairs.~~

~~23.21. Service quality is being considered in another open proceeding.~~

~~24.22. To meet the requirements of Section 854(c)(2), under which the proposed transaction should maintain or improve the quality of service to public utility ratepayers in the state, certain conditions to ensure network expansion, available backup power, access to Verizon and Frontier personnel to assist with the transition are required.~~

~~25.23. The proposed transaction would maintain or improve the quality of management of the resulting public utility and therefore meets the requirements of Section 854(c)(3).~~

~~26.24. Pursuant to Section 854(c)(4), the CWA settlement agreement ensures the transaction would be fair and reasonable to affected Frontier union employees, but additional conditions are needed to ensure fairness for non-union employees.~~

~~27.25. Verizon's and Frontier's boards of directors have concluded that the transaction is in the interest of the shareholders of the respective companies.~~

~~28.26. The proposed transaction meets the requirements of Section 854(c)(5).~~

29.27. The proposed transaction meets the requirements of Section 854(c)(6) when taking into account the settlement agreements and conditions described herein.

30.28. Following the transaction, Verizon and Frontier will continue to operate under their existing authorities, provide the same services as before the transaction, and remain under the same jurisdiction.

31.29. The proposed transaction would preserve the jurisdiction of the Commission and the capacity of the Commission to effectively regulate and audit public utility operations in the state, pursuant to Section 854(c)(7).

~~32. Given the breadth of concerns raised by non-settling parties, mitigation measures to prevent adverse consequences pursuant to Section 854(c)(8) are required.~~

~~33. Environmental and Social Justice impacts of the proposed transaction can be mitigated with the adoption of conditions described herein.~~

~~34. There is potential for the Joint Applicants to evade their obligations and that stringent monitoring and enforcement are needed to ensure this transaction is in the public interest.~~

35.30. Frontier has not ~~yet fulfilled~~ all of its ~~remaining prior~~ obligations, including ~~Lifeline commitments in D.21-11-030 and one~~ tribal commitments from D.21-04-008.

36.31. The August 28, 2025 Memorandum of Understanding between Verizon and the CETF is reasonable in light of the whole record, consistent with law, and in the public interest.

37.32. The September 3, 2025 Settlement Agreement between Verizon and Cal Advocates is reasonable in light of the whole record, consistent with law, and in the public interest.

38.33. The September 4, 2025 Settlement Agreement between Verizon and CWA is reasonable in light of the whole record, consistent with law, and in the public interest.

39.34. Additional conditions are needed to ensure that the proposed transaction meets the requirements of Pub. Util. Code Section 854.

40.35. The proposed transaction meets the requirements of Pub. Util. Code Section 854 with the adoption of the settlement agreements and under conditions contained herein.

Conclusions of Law

1. It is reasonable to grant, with conditions, the proposed parent-level transaction in which Verizon would acquire 100 percent of Frontier Parent, Frontier Parent will become a wholly

owned, direct subsidiary of Verizon, and the California subsidiaries would become indirect, wholly owned subsidiaries of Verizon.

2. It is reasonable to approve the August 28, 2025 Memorandum of Understanding between Verizon Communications Inc. (Verizon) and the California Emerging Technology Fund (CETF) because it is reasonable in light of the whole record, consistent with law, and in the public interest.

3. It is reasonable to approve the September 3, 2025 Settlement Agreement between Verizon Communications Inc. (Verizon) and the Public Advocates Office at the California Public Utilities Commission (Cal Advocates) because it is reasonable in light of the whole record, consistent with law, and in the public interest.

4. It is reasonable to approve the September 4, 2025 Settlement Agreement between Verizon Communications Inc. (Verizon) and Communications Workers of America, District 9 (CWA) because it is reasonable in light of the whole record, consistent with law, and in the public interest.

5. It is reasonable to approve the Joint Application of Verizon Communications Inc., Frontier Communications Parent, Inc., Frontier California Inc., Citizens Telecommunications Company of California Inc., Frontier Communications of the Southwest Inc., Frontier Communications Online and Long Distance Inc., and Frontier Communications of America, Inc. for Approval of the Transfer of Control of Frontier California Inc. (U1002C), Citizens Telecommunications Company of California (U1024C), Frontier Communications of the Southwest Inc. (U1026C), Frontier Communications Online and Long Distance Inc. (U7167C), and Frontier Communications of America, Inc. (U5429C), to Verizon Communications Inc. pursuant to California Public Utilities Code Section 854.

6. ~~It is reasonable to require additional mitigation measures for the approval of the Joint Application.~~

7.6. The conditions detailed in Ordering Paragraphs 2-31 are reasonable.¹

¹ Verizon would not propose to edit this paragraph if the Commission were to implement Verizon's revisions proposed below in full. If these revisions are not fully implemented, Verizon disagrees with this Conclusion of Law for any paragraphs where Verizon's proposed revisions are not made.

ORDER

IT IS ORDERED that:

1. Pursuant to California Public Utilities Code Section 854, approval of the transfer of control of Frontier California Inc. (U1002C), Citizens Telecommunications Company of California (U1024C), Frontier Communications of the Southwest Inc. (U1026C), Frontier Communications Online and Long Distance Inc. (U7167C), and Frontier Communications of America, Inc. (U5429C), to Verizon Communications Inc. is granted, subject to the requirements as stated herein.
2. Within 5 years after transfer of control, Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall deploy broadband infrastructure to all wire centers identified in Appendix D and offer broadband service plans capable of 100 mbps download and 20 mbps upload or greater to all locations served by those wire centers, excluding any locations served by another terrestrial high-speed broadband provider, upgraded by existing federal/state grant programs, or to which no customer has requested broadband service. For any location served by the wire centers identified in Appendix D for which it would cost more than \$10,000 to deploy fiber and there is no fixed wireless service available capable of 100 mbps download and 20 mbps upload, Verizon and Frontier may satisfy this requirement by providing broadband service capable of 85 mbps download and 10 mbps upload and may do so by deploying infrastructure or entering into a contract with another company (e.g., a non-terrestrial provider) to provide the broadband so long as Verizon and Frontier retain the billing relationship with the customer and responsibility to the Commission for compliance with this paragraph. Verizon and Frontier may apply to federal and state grants ~~to~~, in addition to utilizing their own capital funds, to deploy to these areas. If Verizon or Frontier apply to a state grant program for funding to support deployment to any location where the cost exceeds \$3,500 (and Verizon agrees to bear at least \$3,500 in costs to serve a location) and that application is declined, Verizon or Frontier shall be relieved of their obligation under this paragraph to serve that location. The time period under this requirement shall be extended to 7 years, provided that Verizon has deployed 25% of the locations in the wire centers on closing by the end of year 3 and 50% by the end of year 5.
3. Verizon Communications Inc. and Frontier Communications Parent, Inc. shall provide fiber backhaul services, where available, on a non-discriminatory basis at market rates and

consistent with non-discrimination requirements under federal and state law for projects receiving funding via California Advanced Service Fund, Federal Funding Account, Broadband Equity Accessibility and Deployment, Loan-Loss Reserve, and other broadband grants funded in whole or in part by the Commission, State of California, and/or federal government.

4. Verizon Communications Inc. shall contribute an aggregate of ten million dollars over a five-year period to support a workforce development program administered by California State University or another accredited California institution of higher education, including: (1) establishment of and funding the Verizon Emerging Leader Initiative, the purpose of which is to advance career preparedness and student success for California students, (2) investment of \$2,000,000 for each of the next five years to achieve the foregoing aggregate commitment, and (3) tracking these investments and reporting annually on the progress of the program in Verizon's General Order 156 filings for the duration of the five-year commitment.

5. Upon request of the Commission, Verizon Communications Inc. (Verizon) shall utilize its Employee Resource Groups, which are open to all Verizon employees, including union-represented employees, to facilitate the provision of supplementary qualitative information concerning the experience of Verizon's California employees on a confidential basis.

6. Within one year of the issuance date of this decision, Verizon Communications Inc. and Frontier Communications Parent, Inc. shall establish a recruiting pipeline from California State Universities and California community colleges, aiming to recruit from underrepresented populations in consultation with the Commission's ESJ Working Group, for both Verizon and Frontier's workforce, and the workforce of supplier companies working with Verizon and Frontier. This includes: (1) Recruiting at California State Universities and California community colleges for jobs and internships at Verizon and Frontier, and requiring the same of their supplier companies with whom Verizon and Frontier contract and (2) Contributing to recruitment programs, trade development training programs, and internships at California State Universities. Contributions may include monetary funding and non-monetary support, such as joining or advising the boards of California State Universities and California community colleges.

7. For a period of five years after the issuance date of this decision, Verizon Communications Inc. and Frontier Communications Parent, Inc. shall meet quarterly to engage with state and local California Chambers of Commerce and State Labor and Workforce Development Boards regarding procurement, employment retention, and recruitment.

8. For a period of five years after the issuance date of this decision, Verizon Communications Inc. and Frontier Communications Parent, Inc. shall ~~retain Frontier's current employee and supplier contracts, maintain Frontier's Verizon's~~ small business accelerator program, ~~and adopt the local staffing requirement from Frontier's restructuring agreement.~~

9. For a period of five years after the issuance date of this decision, Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall conduct quarterly employee satisfaction surveys that include questions on employees' expectations, experiences, and satisfaction in regard to belonging and inclusion, in addition to typical questions on employee satisfaction surveys such as satisfaction with career advancement opportunities, compensation, work-life balance, and company culture. In addition to quantitative results, employees must have the opportunity to provide written commentary. Verizon and Frontier's survey shall have questions that allow employees the opportunity to self-identify based on characteristics including gender, race, disability status, veteran status, or Lesbian, Gay, Bisexual, and Transgender identity. Results of the survey will be reported in ~~a the~~ Transparency Report to Communications Division staff, as well as other venues as necessary. This survey should ~~be provide national, with a breakout of the~~ California-specific results in reporting. These requirements shall be implemented in a manner consistent with applicable state and federal law.

10. For a period of five years after the issuance date of this decision, Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall develop a report annually that monitors and reports to the Communication Division and the Commission, ~~any material the effects of~~ changes/~~impacts~~ on its supplier and workforce, after Verizon and Frontier have implemented the changes detailed in the May 2025 letter to the Federal Communications Commission. Verizon and Frontier must specify any changes that have been detrimental to their maintaining a diverse/equitable workforce (as may be gleaned from employee survey), and how they will address those detrimental ~~changes~~impacts and what changes they will make. This report should include California-specific results from the employee satisfaction survey and its implications, ~~with a breakout of the California specific results~~. A public version of the transparency report must be prepared that redacts personally identifiable information, but which allows for aggregated analysis of results based on self-identified characteristics.

11. Within six months of the issuance date of this decision, Verizon Communications Inc. and Frontier Communications Parent, Inc. shall provide dedicated customer support services for Californians with disabilities, supporting, at a minimum, real-time text (RTT), Baudot code, audio, and video (American Sign Language).

12. Within six months of the issuance date of this decision, Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall appoint two separate dedicated, full-time employees, one for Northern California and one for Southern California, whose full-time job is related to tribal engagement with authority to work directly with Verizon and Frontier management in plant maintenance, wire center, engineers, customer service, and field technicians, and have direct access to Verizon and Frontier executive leadership with authority to direct Frontier's workforce, as a tribal liaison to provide OOS response, customer service, and information sharing to tribes Verizon and Frontier serve or where either company has a physical presence. Each tribe will have direct access to the tribal liaison via phone and email, and the tribal liaison shall have the availability, access, and authority to respond to the tribes and address their concerns.

13. Within nine months of the issuance date of this decision, and on an annual basis thereafter, Verizon Communications Inc. and Frontier Communications Parent, Inc. shall work with the Native American Heritage Commission to identify all tribes within its California service territory that have either a reservation or land in trust.

14. Within 12 months of the issuance date of this decision, Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall send a welcome letter or notice, approved by the California Public Advisor's Office, to all identified tribal leadership councils and tribal organization staff on record in Verizon and Frontier's service territory. The letter or notice shall include information about the tribal liaison, availability of sharing of infrastructure data subject to a nondisclosure agreement, and tribal community options available via customer service, the California Customer Hotline, Verizon and Frontier Forward, federal Lifeline and California LifeLine options, and any other customer service information related to the transition, merger and considerations.

15. Within 18 months of the issuance date of this decision, Verizon Communications Inc. and Frontier Communications Parent, Inc., on an annual basis, shall communicate via email to all identified tribal leadership councils' designated staff and tribal organization staff on record to

review tribal liaison obligations, point of contact, and offer an opportunity for tribal communication.

16. Within 24 months of the issuance date of this decision, subject to execution of a reasonable non-disclosure agreement, Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall provide each tribe within its California service territory local maps of, and information on, Verizon and Frontier's owned, leased, and operated facilities in and around the tribe's ancestral territory and any maps of interconnection points adjacent to those territories.

17. Within 45 days of the issuance date of this decision, Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall send a welcome letter or notice, approved by the Commission's Public Advisor's Office, to Frontier customers. The letter or notice shall include information about payment options, the California Customer Hotline, Verizon and Frontier Forward, federal Lifeline and California LifeLine options, and any other customer service information related to the transition, merger, and considerations.

18. Within thirty days of the issuance date of this decision, Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall establish a dedicated California customer hotline number to be available 12 hours per day from 8:00 AM - 8:00 PM Pacific Time for two years. The customer hotline will be staffed by human operators located in California who will assist with consumer questions, concerns, and complaints related to the transfer of control from customers of Frontier's services in California. This dedicated California customer hotline will be separate and in addition to General Order 133 Customer Service Standards, with staff trained on Carrier of Last Resort, obligations to provide basic service or any successor obligations, Verizon and Frontier transfer of control conditions, and settlements and conditions listed in this document.

19. For a period of five years after the issuance date of this decision, Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall advertise rates, eligibility, available locations, and information to inform a customer decision about Verizon Forward, California LifeLine, Frontier Fundamentals, and federal Lifeline. Marketing shall be: (1) visible in Verizon and Frontier stores, (2) available digitally on Verizon and Frontier's websites with dedicated visible webpages, on social media outlets, and via traditional local media advertising (newspapers, radio). All material for affordable, low-income,

or marketing material for Verizon Forward, California LifeLine, Frontier Fundamentals, and federal Lifeline must be approved by the Commission's Public Advisor's Office. Verizon and Frontier shall expend at least \$1,500,000 in total and at least \$300,000 per year in Frontier's service territory.

20. For a period of five (5) years after transfer of control, Verizon Communications Inc. and Frontier Communications Parent, Inc. shall offer upfront, without prompting, a free-of-charge battery back-up unit for up to 2472-hours of back-up power with a complete first set of such batteries, to customers who are migrated from copper to voice service provided over fiber, fixed wireless, and/or VoIP to those who choose to have a battery backup unit.

21. Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall provide written notices via bill insert and, where the companies have such customer information, direct notification via email, text or and phone call to customers migrated (involuntarily or through incentives) from copper and/or DSL, with 60, 30, and 10 days in advance. Verizon and Frontier shall follow Mass Migration Rules detailed in D.06-10-021.

22. Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall continue to offer California Lifeline, including Home-Broadband service pursuant to the pilot program described in D.25-08-050, and, should the pilot program remain available as an offering beyond the three-year period described in D.25-80-050, and subject to the timing and other considerations included in the Cal Advocates settlement and the pilot's terms, throughout Verizon and Frontier's service territory for a period of sixteen-ten years following the close of the Transaction or until November 22, 2041.

23. For a period of five years after the issuance date of this decision, Verizon Communications Inc. and Frontier Communications Parent, Inc. shall not reduce the discounts available to customers participating in eligible plans for raise the price of services eligible under Verizon Forward and legacy customers participating in Frontier Fundamentals.

24. All conditions and all Party Settlements adopted in D.21-04-008 remain in effect according to their terms.

25. Upon identification of 250 new wireless macro cell sites within the Frontier Communications Parent, Inc. (Frontier) service area, Verizon Communications Inc. (Verizon) and Frontier shall provide the site list to Commission staff to verify that the locations meet the terms of the settlement agreements.

26. Verizon Communications Inc. and Frontier Communications Parent, Inc. shall submit copies of any Federal Communications Commission (FCC) documents related to filing a 214 application, discontinuing, or grandfathering a service by the merged companies' regulated wireline voice network to the California Public Utilities Commission within fourteen days of submittal to the FCC.

27. ~~Within fifteen days after receipt of notice from the Commission's Communications Division staff, Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall pay for the Commission to hire and retain an independent Compliance Monitor to review Verizon and Frontier's compliance with the terms, requirements, and conditions of these Ordering Paragraphs. Should the Commission conclude after review and providing Verizon and Frontier an opportunity to respond that Verizon is in substantial noncompliance with the terms of this Order, Verizon will pay for the Commission to hire and retain an independent Compliance Monitor. As part of that process,~~ Verizon and Frontier shall deposit into a reimbursable account (Application 20-05-010 General Reimbursable Account) the amounts specified by Communications Division staff reflecting the fees and expenses of the Compliance Monitor.

28. By no later than January ~~31~~¹⁵ of each year after the transfer of control, Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall submit to cdcompliance@cpuc.ca.gov via the Commission's website <https://cpucftp.cpuc.ca.gov> a subscriber information report as of December 31 of the preceding year in a format designed by Communications Division staff that will be treated as confidential information, to include, but not limited each wire center's number of plain old telephone service customers, Voice over Internet Protocol customers, and customers served with fiber, fixed wireless, and copper.

29. Commission staff is authorized to draft a Resolution for Commission consideration reflecting an enforcement program that covers compliance with the terms of the Ordering Paragraphs, including, without limitation, Verizon and Frontier's reporting requirements, service quality requirements, infrastructure investment requirements, requests for changes to conditions via a petition for modification, and the terms of the Settlement Agreements. The proposed enforcement program will specify a citation amount for each term, proposed remedies for lack of compliance, the use of Corrective Action Plans, and explore penalty mechanisms, including monetary fines. Prior to imposing a citation amount or other proposed remedies, Verizon and

Frontier shall be provided a reasonable opportunity to respond and cure any non-compliance.

Enforcement program appeals will be pursuant to Resolution ALJ-377 or its successor.

30. For a period of ten years, Verizon Communications Inc. (Verizon) and Frontier Communications Parent, Inc. (Frontier) shall report on each party's settlement to the Communications Division and Compliance Monitor (if applicable) due on January 31~~15~~ every year starting January 31~~15~~, 2027, with a last report due on January 31~~15~~, 2037.

31. Unless otherwise specified, Ordering Paragraphs 2-30 have a period of ten-five years for compliance and a reporting, status update, or monitoring commitment to the Commission's Communications Division and the Compliance Monitor (if applicable) due on January 31~~15~~ on an annual basis starting January 31~~15~~, 2027 with last reports due on January 31~~15~~, 2037.

32. The motion of Verizon Communications Inc. (Verizon) and the Public Advocates Office at the California Public Utilities Commission (Cal Advocates) for approval of the settlement agreement between Verizon and Cal Advocates is granted and the settlement agreement, included in Appendix A, is granted.

33. The motion of Verizon Communications Inc. (Verizon) and the California Emerging Technology Fund (CETF) for approval of the settlement agreement between Verizon and CETF is granted and the settlement agreement, included in Appendix B, is granted.

34. The motion of Verizon Communications Inc. (Verizon) and Communications Workers of America, District 9 (CWA) for approval of the settlement agreement between Verizon and CWA is granted and the settlement agreement, included in Appendix C, is granted.

35. Application 24-10-006 is closed.