

ATTACHMENT 1

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

Application of Frontier Communications Corporation, Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (U 1024 C), Frontier Communications of the Southwest Inc. (U 1026 C), Frontier Communications Online and Long Distance Inc. (U 7167 C), Frontier Communications of America, Inc. (U 5429 C) For Determination That Corporate Restructuring Is Exempt From or Compliant With Public Utilities Code Section 854.

A.20-05-010

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement”) is entered into as of December 24, 2020, by and between Frontier Communications Corporation, Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (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) (collectively, “Frontier” or “Applicants”), Public Advocates Office at the California Public Utilities Commission (“Cal Advocates”), The Utility Reform Network (“TURN”) and the Communications Workers of America, District 9 (“CWA”), collectively referred to as “the Parties,” and each individually as a “Party.”

This Agreement reflects commitments Frontier has agreed to make as a compromise of the Parties’ disputes in this proceeding, and it reflects Cal Advocates’, TURN’s and CWA’s agreement that, based on those commitments by Frontier, the concerns expressed in Cal Advocates’, TURN’s and CWA’s pleadings, testimony, and appearances regarding the Application (“A.”) 20-05-010 and Frontier’s proposed Restructuring are resolved. All terms of

this Agreement are expressly contingent upon: (1) the California Public Utilities Commission's ("Commission") adoption of this Agreement as a resolution of Cal Advocates', TURN's and CWA's concerns and recommendations in this proceeding, (2) the issuance of a Commission decision confirming that the Restructuring and the transfer of control comply with Public Utilities Code Section 854, and (3) the consummation of Frontier's corporate Restructuring and emergence from Chapter 11 as described in the Application and consistent with the Plan of Reorganization confirmed by the Bankruptcy Court on August 27, 2020.¹ To the extent that Frontier, Cal Advocates, TURN or CWA have previously recommended conditions that are inconsistent with this Agreement, those positions are hereby modified to conform to the compromise reached herein, which all Parties agree is in the public interest. The Parties agree that this Agreement represents a resolution of all disputes between them and is fundamentally fair, reasonable in the light of the whole record, consistent with the law, and in the public interest. The Parties further agree that Frontier's corporate Restructuring and emergence from Chapter 11 as described in the Application, subject to the conditions specified in this Agreement, is in the public interest, consistent with applicable law, and fair and reasonable in light of the whole record.

RECITALS

WHEREAS, Frontier Communications Corporation is the parent holding company for three California Incumbent Local Exchange Carriers: Frontier California Inc., Citizens

¹ *In re Frontier Communications Corporation, et al.*, Case No. 20-22476 (RDD) (S.D.N.Y.) (08/27/20), Findings Of Fact, Conclusions Of Law, And Order Confirming The Fifth Amended Joint Plan Of Reorganization Of Frontier Communications Corporation And Its Debtor Affiliates Pursuant To Chapter 11 Of The Bankruptcy Code. The final approved Plan confirmed by the Bankruptcy Court was submitted to the Commission on August 27, 2020. See *Supplement to Applicants' Response to ALJ Ruling Authorizing Submission of Plan of Reorganization*, at Exhibit 1.

Telecommunications Company of California Inc., and Frontier Communications of the Southwest Inc. (the “California ILECs”); and

WHEREAS, Frontier Communications Corporation is the parent holding company for two interexchange carriers with operations in California: Frontier Communications Online and Long Distance Inc. (U 7167 C), and Frontier Communications of America, Inc. (U 5429 C) (together the “California IXCs”);

WHEREAS, on April 14, 2020, Frontier Communications Corporation, as well as more than 100 of its subsidiaries across the country, including the California ILECs and the California IXCs, filed for chapter 11 relief under Title 11 of the United States Code (“Chapter 11”) in the Bankruptcy Court for the Southern District of New York² (“Bankruptcy Court”); and

WHEREAS, this proceeding was initiated through the Application filed on May 22, 2020 by Frontier; and

WHEREAS, Cal Advocates, TURN, CWA, the California Emerging Technology Fund (“CETF”), the Greenlining Institute, the Center for Accessible Technology, the Rural County Representatives of California (“RCRC”) and the Yurok Tribe are parties to this proceeding; and

WHEREAS, a telephonic pre-hearing conference in this proceeding took place on July 24, 2020; and

WHEREAS, on August 5, 2020, a Scoping Memo and Ruling of Assigned Commissioner was issued defining the scope of issues in this proceeding and exempting the Application from certain elements of Section 854;³ and

² *In re Frontier Communications Corporation, et al.*, Case No. 20-22476 (RDD) (S.D.N.Y.).

³ See *Scoping Ruling* at 3-4 (exempting Sections 854(b)(2), 854(b)(3), and 854(c)(5) from the standard of review in this case).

WHEREAS, on August 27, 2020, the Bankruptcy Court approved Frontier's Plan of Reorganization ("Plan," along with the contemplated transactions thereunder, the "Restructuring"), which was filed in this proceeding on that day; and

WHEREAS, a virtual workshop and public participation hearing was held on October 7, 2020; and

WHEREAS, testimony previously served by Frontier, Cal Advocates, TURN, and CWA was admitted into the record by the Administrative Law Judge during the period November 9-13, 2020; and

WHEREAS, Frontier, Cal Advocates, TURN, CWA, and CETF filed opening briefs on November 18, 2020; and

WHEREAS, Frontier, Cal Advocates, TURN, CWA, and CETF filed reply briefs on December 10, 2020;

WHEREAS, the Parties have conferred regarding the possibility of Agreement in this case, and in accordance with Rule 12.1(b) noticed and scheduled seven days in advance and conferred with other parties in this proceeding in a settlement conference on December 11, 2020;

WHEREAS, the Parties have reached the terms of an Agreement that the Parties believe is in the public interest, reasonable in light of the record, and consistent with law, as set forth herein.

AGREEMENT

NOW, THEREFORE, based upon mutual agreement reflected in this Agreement, Frontier, Cal Advocates, TURN, and CWA agree to resolve their issues raised in this proceeding as follows:

A. Expenditures Commitments

1. Frontier will spend at least \$1.75 billion in capital expenditures within California over four calendar years—2021-2024. At least \$222 million of these capital expenditures will be for service quality and network enhancement projects to meet Commission General Order (“G.O.”) 133-D standards and improve service quality, network redundancy, and reliability for existing facilities and will be exclusive of expenditures related to Fiber to the Premises (“FTTP”) deployment as described in paragraph 19 of this Agreement.⁴ No more than 10% of the \$1.75 billion, or \$175 million, may come from the Federal Communications Commission’s (“FCC”) Rural Digital Opportunity Fund (“RDOF”) or the California Advanced Services Fund (“CASF”). Frontier will expend a minimum of \$400 million per year for each of the four years. By the end of year two, Frontier will meet at minimum 50% of the capital expenditure commitment (\$875 million) and by the end of year four, Frontier will meet at minimum 100% of the capital expenditure commitment (\$1.75 billion).⁵

⁴ For purposes of this Agreement, FTTP means Frontier will deploy fiber-optic facilities in an optical distribution network from its central offices to the public right of way, utility pole or easement immediately adjacent to the potential subscriber’s premises, including residential, multi-dwelling unit and commercial location. If a consumer subscribes to service, the fiber and optical distribution network will be connected with fiber-optic cable to the customer location demarcation point or optical network terminal.

⁵ The timing of all of the capital expenditure commitments in this paragraph is contingent upon Frontier completing the Restructuring as described in its Application and emerging from Chapter 11 on or before March 31, 2021. To the extent Frontier’s emergence is delayed beyond March 31, 2021, the expenditures timeframes will commence at Frontier’s emergence from Chapter 11 and the applicable period for the capital expenditure commitment will continue for four years thereafter.

2. By March 1, 2021, and annually thereafter for three years, Frontier will provide a California-specific, confidential capital expenditure budget (broken down by California ILEC operating entity and into the Frontier categories of Success Based Capex, Total Revenue Projects, Maintenance⁶, and Other). By March 1st of each year starting in 2022 and annually until March 1, 2025, Frontier will also report actual capital expenditures compared to budgeted capital expenditures annually for the prior calendar year, with an explanation of variances between the budget and actual expenditures. In addition, Frontier will report capital expenditures for service quality and network enhancement projects as part of these annual reports. Frontier's last report on capital expenditures will be issued by March 1, 2025 or earlier, to reflect capital expenditures for calendar year 2024. These reports will be served on Cal Advocates, TURN, CWA, the Yurok Tribe⁷ and the Commission's Communications Division.

B. Service Improvement Commitments

3. Within 60 days after emergence from Chapter 11, Frontier will provide a detailed confidential report that: 1) identifies each wire center by California ILEC; 2) identifies the number of FTTP served locations within each wire center and the total served locations in the wire center; 3) ranks the wire centers by out of service ("OOS") performance for each California ILEC; 4) identifies, by wire center, the "root causes" for OOS events; 5) ranks the root causes for each of the wire centers that fall into the top 25% of non-compliance with the OOS metric; 6)

⁶ "Success-based" capex refers to expenditures directly related to installing services for a new customer and typically occurs after a sale is made. "Revenue projects" capex refers to projects which expand the reach or capacity of the network and improve the company's opportunity to generate revenue. "Maintenance" capex refers to required maintenance on the network in the event of storms or other natural disasters, defective plant, damaged facilities, relocation of facilities, etc.

⁷ As described in paragraph 43, any reports or information identified in this Agreement to be provided by Frontier to the Yurok Tribe, will also be provided by Frontier to the Governor's Office of the Tribal Advisor or to other tribal government representatives at their request and subject to the execution of a confidentiality agreement related to the provision of other confidential data.

identifies each project currently identified to use the “investment in lieu of fines” structure pursuant to G.O. 133-D, including the location, budget, and status of each project; and 7) for each wire center, identifies whether the wire center serves tribal lands and the number of tribal locations served.⁸ This report will be served on Cal Advocates, TURN, CWA, the Yurok Tribe, and the Commission’s Communications Division.

4. Within 90 days after emergence from Chapter 11, Frontier will submit a detailed plan identifying actions Frontier will take to improve service quality, including but not limited to OOS performance. Frontier will prepare this plan with input from Cal Advocates, TURN and CWA. This plan will evaluate and identify the specific geographic wire centers that have experienced the highest number of OOS conditions not restored in 24 hours as well as extended outages consistent with G.O. 133-D OOS reporting requirements. The plan will include data specific to tribal lands. The plan will identify specific actions to be taken by Frontier, including but not limited to plant repair and maintenance, investment and hiring, and semi-annually thereafter, Frontier will submit a report on actions taken, the success and challenges related to those actions, and expenditures made to enhance service quality. Expenditures in this report will be broken down by wire center (or next mutually agreeable level of detail) and further broken down into mutually agreeable categories to allow monitoring of expenditures aimed to address root cause issues (*e.g.* plant, labor, investment, repair). This plan will be provided to Cal Advocates, TURN, CWA, the Yurok Tribe, and the Commission’s Communications Division.

5. For three years after emergence from Chapter 11, Frontier will provide each affected customer a customer credit of \$5/day for any OOS period greater than 24 hours, or \$10/day if the

⁸ This Settlement uses the term “tribal lands” to refer to officially-recognized tribal reservations or lands. The Settlement uses the term “tribal communities” to refer more broadly to groups of current or potential customers with tribal affiliations.

customer is located on tribal lands in addition to any outage credit currently required through a tariff or contract. However, outages exempted in G.O. 133-D will be exempt from this requirement.

6. Frontier will ramp up to come into compliance with the OOS metric in 2021 and will commit to achieve 80% OOS disaggregated by California ILEC and by copper plant in 2022 and 90% disaggregated by California ILEC and by copper plant in 2023 and 2024. If Frontier fails to meet the applicable G.O. 133-D OOS standard disaggregated by California ILEC and by copper plant in any month in any of these three years (2022 – 2024), the applicable California ILEC will be subject to an incremental tiered penalty beyond G.O. 133-D requirements of: up to \$7 million/year if one or more of the three California ILECs misses the metric by more than 10%; or up to \$3.5 million/year if any of the three California ILECs misses the metric by 10% or less. Any penalty shall be calculated per California ILEC based on a proportionate number of access lines for each Frontier California ILEC relative to the total aggregate access lines for the three California ILECs multiplied by the applicable aggregate penalty of \$7 million or \$3.5 million applied on a per month basis for each month a California ILEC misses the metric.⁹ Unlike G.O. 133-D, where a penalty arises only after a chronic failure, the penalty in this paragraph 6 applies each month that a California ILEC fails to meet the metric. This penalty shall be deployed as incremental expenditures targeted at service quality, in addition to the aggregate capital expenditure commitments discussed in paragraph 1 above and in addition to the current penalty/investment structure in G.O. 133-D. In the event an additional penalty is incurred under

⁹ For example, if Frontier California Inc. has 80% of total lines served by the three Frontier California ILECs and it misses the metric by 7%, the penalty will be 80% (percentage of access lines) multiplied by \$3.5 million, or \$2,800,000. The penalty is calculated as follows: the total maximum penalty for the year for Frontier California Inc. (\$2,800,000), divided by 12 months equals \$233,333 per month multiplied by each month it misses the metric by 10% or less. This penalty amount would double each month (\$466,666) Frontier California Inc. missed the metric by more than 10%.

this provision, Frontier will consult with Cal Advocates, TURN, and CWA to discuss the potential areas for the expenditures, including potential expenditures on tribal lands and/or in tribal communities, and Frontier will provide a report to the Commission's Communications Division, Cal Advocates, TURN, CWA, and the Yurok Tribe by March 1 of the following year that identifies its planned incremental penalty expenditures, the locations/wire centers and budget for each project where these incremental penalties will be spent, how the projects are expected to enhance service quality, and shall report by March 1 of the following year, project status including any variance from the budget and the impact/result on OOS performance.

7. Frontier will not decrease the total employee technician staffing level in California (as referenced in Mr. Mark D. Nielsen's October 9, 2020 confidential testimony at p. 52, and included in Frontier's response to PAO DR-09) over the next three years through December 31, 2023. In addition, Frontier will commit to evaluating and increasing its employee technician staffing levels to meet the G.O. 133-D standards through December 31, 2023 as determined by Frontier in consultation with Cal Advocates, TURN and CWA.

8. Frontier commits to keep the following call center operations (as constituted by the listed job titles in the event of a name change to any of these centers) open and in operation through December 31, 2023:

Camarillo Customer Support

- CPE Sales Support Specialist

Camarillo Enterprise

- Business Sales Support Specialist

Camarillo ERATE

- Business Sales Support Specialist

Newbury Park Credit and Collections

- Consumer Consultant

Newbury Park FCCD

- Consumer Sales Consultant – VCCD

Newbury Park Residential Center

- Consumer Consultant
- Consumer Sales Consultant

Long Beach MSSC

- Language Assistance Consumer Sales Consultant
- Language Assistance Consumer Sales Consultant - VCCD
- Language Assistance Consumer Consultant

Pomona

- Customer Care Advocate
- Language Customer Care Advocate

Pomona Business Commercial Center

- Business Customer Support Representative
- Business Service Representative
- Business Customer Representative
- Language Assistance Business Customer Representative
- Language Assistance Business Customer Support Representative

Victorville HOA/OSC/MDU Center

- Consumer Consultant

9. For five years starting after Frontier emerges from Chapter 11, Frontier will file quarterly reports (starting with the first full quarter following Frontier’s emergence from Chapter 11) with employee and customer counts for California, breaking down the number of employees by function and location (California-based and outside California). The reports will specify to what extent employees outside California support Frontier’s California operations. Frontier will provide information in the same format for its national employees and customers. In addition,

Frontier will provide the same information related to its use of contractors for network and service quality enhancements in California. The information and reports related to this condition will be provided on a confidential basis to the Commission's Communications Division, Cal Advocates, TURN, and CWA.

10. Within 180 days after emergence from Chapter 11, Frontier will retain an independent expert survey consultant to conduct semi-annual customer satisfaction surveys (similar to the 2015 Verizon settlement agreement,¹⁰ but with a larger sample size and addressing additional issues). Frontier will hold joint meetings with Cal Advocates, TURN, CWA, the Yurok Tribe and other public interest consumer groups to discuss and provide input regarding the scope, sample size and questions to be included in the survey.

11. After completion of the surveys, Frontier will present the findings of the survey in jointly held confidential meetings with the consultant identified in paragraph 10, Cal Advocates, TURN CWA, the Yurok Tribe, and other public interest consumer groups. The survey period will include six semi-annual surveys over three years, and will include surveying customers who have called with trouble reports and customers with closed or completed installation service orders during each month for the prior six-month period. The survey will measure customer satisfaction with resolution of these issues, along with other actionable concerns. Frontier will commit that this survey will include questions to customers on the following topics:

- Customer awareness of digital voice service back up power requirements;
- Customer service;
- Customer satisfaction with broadband and voice services (including VoIP); and
- Affordability.

¹⁰ D.15-12-005, Appendix F, at Exhibit 1 ("Verizon Settlement Agreement").

12. Frontier will provide the Communications Division, Cal Advocates, TURN, CWA, and the Yurok Tribe with California-specific semi-annual reports for 2021 on September 1, 2021 and March 1, 2022 and annual reports thereafter through 2024 on March 1st for the following customer service initiatives in response to customer service performance problems identified in Frontier’s “Modernization Report.”¹¹ These reports shall be confidential and quantify for each California ILEC the volume of escalated customer complaints related to the following issues:

- Being bounced around from agent to agent who are unable to help resolve a problem;
- Never hearing back from Frontier as a follow up to a problem;
- Failing to execute on a service change, truck, shipment, credit;
- Unexplained changes to bill as a result of an unrelated service change;
- Inflexibility in crediting accounts for Frontier caused problems; and
- Repeated problems with service particularly for low speed copper customers.

13. Frontier also will provide the Commission’s Communications Division, Cal Advocates, TURN, CWA, and the Yurok Tribe on a confidential basis within 60 days after emergence from Chapter 11, a California-specific report including a narrative discussion and further description of each initiative, and the status of implementation of each item described in the Frontier Modernization Report listed below:

- Playbook (Plan) for agents/techs to handle difficult situations effectively and consistently;
- Defining, monitoring, and managing bad agent/tech behavior;
- Reducing flows (customer order processes) that require manual intervention in a business that should be automated and real-time;

¹¹ Frontier produced the Network Modernization Plan Update RSA Deliverable dated August 12, 2020 (“Modernization Report”) in response to TURN Request 1.15.

- Simplifying tool flows (customer order processes) and implementing guard rails to minimize execution errors;
- Simplifying customer base and redesigning service change logic to be more rational;
- Differentiating policies by customer quality and managing exceptions through reporting vs hard rules; and
- Developing special handling for customers with chronic/intermittent/unresolvable tech problems.

Frontier will provide an annual report due on March 1st of each year, which updates the initial report through 2023.

14. Furthermore, Frontier will provide the Commission’s Communications Division, Cal Advocates, TURN, CWA, and the Yurok Tribe on a confidential basis within 30 days after emergence from Chapter 11, a California-specific report including a narrative discussion and further description of each customer retention and other items listed below:

- Segmenting customer base for differential treatment;
- Policies and authorizations for providing credits;
- Incentives balancing churn and spend;
- Active takedown and price increase management;
- Customer communications;
- Self-service initiatives; and
- Tool consolidation and modernization.

Frontier will provide an annual report due March 1st of each year, which updates the initial report through 2023.

15. Frontier will identify and retain two (2) employee tribal liaisons – one in Frontier’s Northern California service area and one in Frontier’s Southern California service area—tasked to work with and improve customer service on tribal lands and for tribal governments and tribal customers served by Frontier.

C. Broadband Services Expansion

16. Frontier reaffirms and will fulfill its remaining broadband commitments from the 2015 Verizon Settlement Agreement (“Verizon Agreement Broadband Commitments”)¹² and Frontier will fulfill the remaining CAF II obligations in accordance with the FCC’s requirements. Within 90 days of emergence from Chapter 11 and for projects that have not commenced (*i.e.*, the engineering, procurement or construction phase has not started), Frontier will evaluate and report whether and to what number and percentage of locations it will exceed its remaining Verizon Agreement Broadband Commitments consistent with the goals set forth in the California Governor’s Executive Order N-73-20. The preceding requirement will not apply to the CAF II obligations.

17. Based on U.S. Census data for tribal lands, provided to Frontier by the Commission’s Communications Division, Frontier estimates that there is a population of approximately 55,000 people and approximately 24,000 tribal households on 41 tribal lands in Frontier’s California service territory. In addition to Frontier’s outstanding Verizon Agreement Broadband Commitments and the FTTP broadband commitments described below, Frontier will agree to dedicate \$11.6 million of capital expenditures over 4 years to deploy at minimum 25 Megabits per second (“Mbps”) download and 2-3 Mbps upload service (25/2-3 Mbps) to at least 4,000 locations within tribal lands in Frontier’s service territory. Frontier will review the feasibility of and strive to deploy broadband speeds higher than the 25/2-3 Mbps to these locations. As part of the deployment of the 4,000 locations Frontier will consult with Cal Advocates, TURN, CWA, the Yurok Tribe and other tribal government representatives to discuss the potential areas for deployment.

¹² Verizon Settlement Agreement, D.15-12-005, Appendix F, at Exhibit 1, pp. 6-7.

18. Frontier affirms that its “operations” in California will be classified as “InvestCo,” a designation signifying that the reorganized Frontier will conduct fiber deployments consistent with Article IX.A.10 of the Plan of Reorganization approved by the Bankruptcy Court on August 27, 2020 and the Restructuring Support Agreement executed by Frontier on April 14, 2020.¹³

19. Frontier commits to FTTP buildout to at least 350,000 locations within six years from approval of the Settlement with the following milestones: 100,000 locations by December 31, 2022; 250,000 locations by December 31, 2024; and 350,000 locations by December 31, 2026.¹⁴ Frontier agrees that no less than 150,000 of the total 350,000 locations will be locations Frontier identified in its Modernization Report projections as having an Internal Rate of Return (“IRR”) of less than 20%. The 350,000 FTTP locations will not be considered to fulfill the Verizon Agreement Broadband Commitments that remain outstanding as of Frontier’s emergence from Chapter 11 and buildout obligations under any RDOF awards. However, for clarity, to the extent Frontier upgrades locations with FTTP after December 31, 2020 to which it had deployed broadband service of 6/1 Mbps and 10/1 Mbps under its Verizon Agreement Broadband Commitments on or before December 31, 2020, those locations can be considered in fulfilling this 350,000 FTTP commitment.

20. Frontier will provide the Commission’s Communications Division, Cal Advocates, TURN, CWA, and the Yurok Tribe a detailed plan within 60 days from emergence from Chapter

¹³ The final approved Plan confirmed by the Bankruptcy Court was submitted to the Commission on August 27, 2020. *See Supplement to Applicants’ Response to ALJ Ruling Authorizing Submission of Plan of Reorganization, at Exhibit 1.* The Restructuring Support Agreement was attached as Exhibit B to the Application.

¹⁴ The timing of all of the FTTP deployments in this paragraph is contingent upon Frontier completing the Restructuring as described in its Application and emerging from Chapter 11 on or before March 31, 2021. To the extent Frontier’s emergence is delayed beyond March 31, 2021, the deployment timeframes will commence at Frontier’s emergence from Chapter 11 and the applicable period for the FTTP deployment commitment will continue for six years thereafter.

11 that estimates the number of locations and the individual locations by census block for the first 100,000 FTTP locations to be completed by December 31, 2022. Frontier will identify for each planned location the census block and whether the locations are residential, commercial or located on tribal lands. Frontier will also provide additional demographic information describing whether the location is an anchor institution¹⁵ and whether the location falls within a census block designated as low-income and/or underserved, to the extent such information is available. The plan will also detail locations broken down by California ILEC. As part of the deployment of the 150,000 locations with an IRR of less than 20%, Frontier will also meet with Cal Advocates, TURN, CWA, the Yurok Tribe and other tribal government representatives to discuss the potential areas for deployment, including tribal lands and tribal communities and taking in consideration the RDOF auction assigned support awarded to Frontier and the other service providers in Frontier's California service territory. Frontier will update this plan annually by March 1st each year for the FTTP locations to be completed that calendar year.

21. By March 1, 2022 and annually thereafter until the 350,000 locations are completed, Frontier will provide a progress report including the number of completed, built-out FTTP locations by census block and identify which locations have an IRR of less than 20%. Frontier will identify for each completed, built-out FTTP location whether the location is residential, commercial, and/or located on tribal lands. Frontier will also provide additional demographic information describing whether each location is an anchor institution, and whether the location falls within a census block designated as low-income and/or underserved, to the extent such information is available, and the expected broadband service offerings, including pricing. The

¹⁵ Anchor institutions are public institutions like schools, libraries, health institutions, and public safety facilities. See https://www.cpuc.ca.gov/Broadband_Availability/

reports in paragraph 20 and 21 will be provided on a confidential basis to the Commission's Communications Division, Cal Advocates, TURN, CWA, and the Yurok Tribe.

22. In addition, Frontier agrees to target a portion of its capital expenditure commitment to improving scale, quality, and reliability of backhaul and expanding broadband deployment in unserved and underserved communities in rural areas. Frontier will continue to actively participate in the Commission's CASF program to advance deployment of broadband in unserved and underserved areas of the State, including tribal lands. Frontier will submit an annual report to the Communications Division, Cal Advocates, TURN, CWA, the and the Yurok Tribe on March 1st for each year, for three years on initiatives and expenditures related to these issues.

23. Frontier shall provide a report to Communications Division, Cal Advocates, TURN, and CWA on a confidential basis, identifying the specific census block groups in California in which it placed RDOF bids, the wire centers identified for each project, the amount of each of Frontier's bids, and the name and bid amount of the winning bidder, and the winning bid if different from Frontier's bid, in each specific census block group in California in which Frontier placed a bid, all subject to FCC disclosure limitations, within 30 days after emergence from Chapter 11.

D. Pricing

24. Frontier will continue to offer through December 31, 2023 its two existing low-income broadband plans in California, Affordable Broadband and Frontier Fundamental Internet (which is a stand-alone service offering) at the same or higher speeds as required by the FCC Lifeline program and at equal to or lower pricing than current rates. Within 90 days of its emergence from Chapter 11, Frontier shall meet with Cal Advocates, TURN, CWA, the Yurok Tribe and other tribal government representatives to discuss the provision and expansion of the benefits of

the existing federal and state communications low income programs to tribal governments, tribal members, tribal organizations and/or tribal entities in Frontier's California service territory.

25. Through December 31, 2021, Frontier will not increase residential rates for copper-based standalone voice services, fiber-based standalone basic primary voice service, copper-based broadband services, and copper-based voice/broadband bundles.

26. Frontier will provide the Communications Division, Cal Advocates, TURN and CWA, on a confidential basis, within 60 days after emergence from Chapter 11, a California-specific report, including a narrative discussion and further description including specification of products and services, separately for each California ILEC for which Frontier plans to increase deposits and/or introduce higher upfront fees.

E. Financial Performance & Reporting

27. Within 30 days of the completion of Virtual Separation Report described in the Plan of Reorganization,¹⁶ the final version of which is expected to be delivered by March 31, 2021, Frontier will provide a complete and unredacted copy of the Virtual Separation Report to the Communications Division, Cal Advocates, TURN and CWA on a confidential basis. Frontier shall also provide narrative language which states with specificity what "better understanding" it has regarding "the economics and financial data for" California, broken out by operating entity to the extent available and applicable, based on the "more precise state-level financial revenue and expense data" expected by completion of the virtual separation process. Finally, Frontier will meet with Cal Advocates, TURN and CWA within 30 days of providing the Virtual Separation

¹⁶ The Plan references a "detailed report regarding a virtual separation under the same ownership structure of select state operations where the Reorganized Debtors will conduct fiber deployments from those state operations where the Reorganized Debtors will perform broadband upgrades and operational improvements." *Plan of Reorganization*, Section IX, Conditions Precedent, at 9.

Report, or on alternative dates as mutually agreed, to discuss the Virtual Separation Report and answer questions about its significance for California.

28. Frontier will provide, on a confidential basis, complete and unredacted documents to the Commission's Communications Division, Cal Advocates, TURN and CWA showing the "internal revenue and cost sharing model based around the Virtual Separation" (Restructuring Term Sheet, "Business Plan," page 9), the final version of which is expected to be delivered by March 31, 2021. On a one time basis, within 90 days after providing the Report referenced in paragraph 27 to the Commission's Communication Division, Cal Advocates, TURN, and CWA, Frontier will also provide pro forma FY 2020 financial statements (Income Statement and Balance Sheet) for each California ILEC: a) using the current chart of accounts, accounting practices and expense allocation methodologies; and b) using the revised chart of accounts, accounting practices and expense allocation methodologies developed under the virtual separation process as contained in the Virtual Separation Report. Frontier will provide narrative language describing the extent to which capitalization of labor and expenses may differ for each of the three California ILECs using the Virtual Separation cost allocation methodology versus pre-Virtual Separation accounting and allocation methodologies.

29. Frontier will provide the Commission's Communications Division, Cal Advocates, TURN and CWA annual variance reports on a confidential basis tracking variances between the projected amounts shown in Frontier's Exhibit E Financial Projections ("Base Case" income statements, statement of cash flows, and balance sheet, included with the Disclosure Statement) for each projection year versus actual achieved results, with an explanation of material differences between projected and actual results, for each line item. The initial report for 2020

shall be provided within 90 days after emergence from Chapter 11, and annually thereafter on April 1st through 2023.

30. Frontier will provide the Commission's Communications Division, Cal Advocates, TURN and CWA annual variance reports tracking variances between the projected amounts shown in Frontier's response to PAO 2.6 CONFIDENTIAL attachment ("Base Case" detailed revenues, direct and indirect expenses, EBITDA and Capex) for each projection year versus actual achieved results, with an explanation of the material differences between projected and actual results, for each line item. The initial report for 2020 shall be provided within 90 days after emergence from Chapter 11, and annually thereafter on April 1st through 2023. The annual variance report shall be broken down by each California operating company with statewide totals allocated to each on a percentage of revenues basis.

31. Frontier agrees that its California ILECs will not make debt payments associated with the Restructuring and commits not to be debtors, guarantors or to pledge/encumber the assets of California ILECs for existing/assumed debt as part of the Restructuring, excluding the pre-bankruptcy debt obligation of \$200 million already directly held by Frontier California Inc., or to directly issue new debt without Commission approval.

32. For three years following emergence from Chapter 11 and to the extent permitted by Securities and Exchange Commission disclosure limitations, Frontier will provide to the Communications Division, Cal Advocates, TURN, and CWA information regarding dividends declared by the parent Frontier company Board and any written dividend policy.

33. For three years following emergence from Chapter 11, Frontier will submit within 30 days, a report to the Commission's Communications Division, Cal Advocates, TURN and CWA identifying the amount and timing of any dividends declared and paid by the California ILECs.

34. Within 90 days of emergence from Chapter 11, Frontier will submit to Cal Advocates, TURN and CWA a report identifying the debt-to-equity ratio of each of its California ILECs and for the parent Frontier company. For reference, Frontier will also include in the report the industry average debt-to-equity ratio based on comparable public peers, which would include but it is not limited to Consolidated Communications, Lumen Technologies (CenturyLink), Windstream, TDS Telecommunications, Inc. and other comparable public peer companies mutually agreed up on the Parties. Supporting documentation including data sources and calculations shall be provided with this report.

35. By March 1, 2021, and annually thereafter for three years, Frontier will submit an annual report to Communications Division, Cal Advocates, TURN and CWA on a confidential basis that contains the debt-to-equity ratio of each of its three California ILECs and for the Frontier parent company and an updated industry average ratio as described in paragraph 34. Supporting documentation, including data sources and calculations, shall be provided with this report. Frontier will provide an explanation to Communications Division, Cal Advocates, TURN and CWA on a confidential basis describing any material changes in the debt-to-equity ratio for any of the three California ILECs or the Frontier parent company. If the debt-to-equity ratio for any of the Frontier entities has materially changed (increased 20% from the previously reported Frontier ratios), Frontier will file a Tier 2 Advice Letter with the Commission describing the reason for the change in the debt-to-equity ratio, as well as data and information regarding the industry average ratios and a status update on the capital investment requirement as agreed to in paragraph 1 of this Agreement.

F. Miscellaneous

36. Frontier will notify the Communications Division, Cal Advocates, TURN and CWA of the date it emerges from Chapter 11 within 5 days of its emergence from Chapter 11.

37. Frontier shall meet and confer with CWA quarterly regarding updates on settlement commitments, service quality, hiring, training and any issues arising under its collective bargaining agreements with CWA.

38. Within 1 year of its emergence from Chapter 11, Frontier will offer and provide training for its employee technicians in California on mixed generation technologies.

39. Frontier and CWA agree that their current collective bargaining agreements in California are currently in effect as of the execution of this Agreement and remain in effect through the current extension date of September 4, 2021. Frontier reaffirms and CWA agrees that under the Plan approved by the Bankruptcy Court these collective bargaining agreements that are in place as of the date Frontier emerges from Chapter 11 will be assumed by the reorganized Frontier companies and shall remain in place at emergence from Chapter 11. Frontier reaffirms its commitment to fulfill the terms of these California agreements through the remainder of the collective bargaining agreements extended terms, however, CWA and Frontier agree that any and all grievances, arbitrations, disputes, violations, remedies, issues or claims under the collective bargaining agreements will be resolved by the terms of those agreements and will not be submitted to, considered or addressed by the Commission.

40. Frontier shall invite the Governor's Office of the Tribal Advisor, the Yurok Tribe and other tribal government representatives and conduct quarterly meetings with interested tribal representatives regarding updates on settlement commitments, service quality, broadband deployment and any issues with Frontier's services impacting tribal lands or tribal communities.

41. Frontier and its California subsidiaries will provide data requested by the Communications Division, Cal Advocates, TURN and CWA subject to the Commission's discovery rules, to verify compliance with the conditions in the Agreement.
42. Any information supplied to CWA pursuant to this Agreement shall be governed by a separate confidentiality agreement to be entered into between CWA and Frontier.
43. Any information supplied to the Yurok Tribe pursuant to this Agreement shall be governed by a separate confidentiality agreement to be entered into between the Yurok Tribe and Frontier. Any reports or information identified in this Agreement to be provided by Frontier to the Yurok Tribe, will also be made available by Frontier to the Governor's Office of the Tribal Advisor or to other tribal government representatives at their request and subject to the execution of a confidentiality agreement related to the provision of confidential data.
44. If at any point after this Agreement is adopted, the Parties mutually agree in writing that any report specified in this Agreement is unnecessary, duplicative, or otherwise not needed, or that the timing of a report should be modified, the Parties shall reflect their agreed-upon modification in a letter to the Executive Director, Tier 1 advice letter or other mutually agreed upon notification to be submitted to the Commission.
45. Except as otherwise specified in this Agreement or as may be extended by mutual agreement of the Parties, the obligations in this Agreement will expire on December 31, 2024.
46. The Parties will file a Joint Motion seeking Commission approval of the Agreement in its entirety and without change. Frontier and its California subsidiaries consent to the jurisdiction of this Commission to enter an order enforcing this Agreement.
47. The Parties agree to use their best efforts to obtain Commission approval of the Agreement. The Parties will request that the Commission approve the Agreement without change

and find the Agreement to be reasonable, consistent with the law and in the public interest. The Parties will take no action inconsistent with or in opposition to this Agreement at the Commission or in any other forum or jurisdiction, including the FCC.

48. This Agreement is being presented as an integrated package such that Parties are agreeing to this Agreement as a whole, as opposed to agreeing to specific elements to this Agreement. If the Commission adopts this Agreement with modifications or additions, all Parties must consent to the modifications or additions or any Party may void this Agreement, but only after such Party provides the other Parties to the Agreement with the opportunity to meet and confer in good faith regarding the proposed modifications or additions.

49. This Agreement was jointly prepared by all Parties to the Agreement and any uncertainty or ambiguity existing in the document will not be interpreted against any Party on the basis that such party drafted or prepared the Agreement.

50. By signing below, each of the undersigned represents and warrants that he/she/they is authorized to sign this Agreement on behalf of the Party for whom he/she/they signs and thereby binds such Party to the terms of this Agreement.

51. This Agreement constitutes and represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, negotiations, representations, warranties and understandings of the Parties with respect to the subject matter set forth herein.

52. The Parties agree that the Commission's adoption of this Agreement should not be construed as an admission or waiver by any Party regarding any fact, matter of law, or issue thereof that pertains to the subject of this Agreement. Further, the Parties agree that the obligations set forth in this Agreement are without prejudice to positions each Party has taken, or may hereafter take, in any proceeding in another state, or in any proceeding at the Commission.

In accordance with the Commission's Rules of Practice and Procedure, Rule 12.5, the Parties intend that the Commission's adoption of this Agreement be binding on each Party, including its legal successors, predecessors, assigns, partners, joint ventures, shareholders, members, representatives, agents, attorneys, parent or subsidiary companies, affiliates, officers, directors, and/or employees. Adoption of this Agreement does not constitute approval of, or precedent regarding, any principle in any future proceeding, unless the Commission expressly provides otherwise.

53. If a Party fails to perform its respective obligations under this Agreement, after reasonable notice and opportunity to cure its default, any other Party may come before the Commission to pursue a remedy including enforcement. The Parties acknowledge that the Commission may assert jurisdiction to enforce the terms and conditions of this Agreement.

54. This Agreement may be amended or changed only by a written agreement signed by all Parties and approved by the Commission.

55. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and the rules, regulations and General Orders of the California Public Utilities Commission.

56. This Agreement may be executed in one or more counterparts, and each of which when so executed and delivered will be an original and all of which together will constitute one and the same instrument.

****END****

Signature Page to Follow:

Executed on December 24, 2020



Frontier Communications Corporation

Printed Name: Mark D. Nielsen

Title: EVP and Chief Legal Officer

Public Advocates Office at the California
Public Utilities Commission

Printed Name: _____

Title: _____

The Utility Reform Network

Printed Name: _____

Title: _____

Communications Workers of America, District 9

Printed Name: _____

Title: _____

Executed on December 24, 2020

Frontier Communications Corporation

Printed Name: _____

Title: _____

/ s / Christopher Ungson

Public Advocates Office at the California

Public Utilities Commission

Printed Name: Christopher Ungson

Title: Deputy Director

The Utility Reform Network

Printed Name: _____

Title: _____

Communications Workers of America, District 9

Printed Name: _____

Title: _____

Executed on December 24, 2020

Frontier Communications Corporation

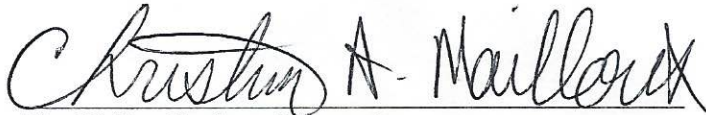
Printed Name: _____

Title: _____

Public Advocates Office at the California
Public Utilities Commission

Printed Name: _____

Title: _____



The Utility Reform Network

Printed Name: Christine Mailloux

Title: Staff Attorney

Communications Workers of America, District 9

Printed Name: _____

Title: _____

Executed on December 24, 2020

Frontier Communications Corporation

Printed Name: _____

Title: _____

Public Advocates Office at the California
Public Utilities Commission

Printed Name: _____

Title: _____

The Utility Reform Network

Printed Name: _____

Title: _____



Communications Workers of America, District 9

Printed Name: Rachael Koss _____

Title: _____ Attorney _____

ATTACHMENT 2

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

Application of Frontier Communications Corporation, Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (U 1024 C), Frontier Communications of the Southwest Inc. (U 1026 C), Frontier Communications Online and Long Distance Inc. (U 7167 C), Frontier Communications of America, Inc. (U 5429 C) For Determination That Corporate Restructuring Is Exempt From or Compliant With Public Utilities Code Section 854.

A.20-05-010

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement”) is entered into as of December 12, 2020, by and between Frontier Communications Corporation Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (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) (collectively, “Frontier”), and the California Emerging Technology Fund (“CETF”), collectively referred to as “the Parties.”

All the terms of this Settlement are expressly contingent upon the consummation of Frontier’s corporate Restructuring associated with and emergence from the Chapter 11 as described in the Application filed in this proceeding on May 22, 2020.

RECITALS

Whereas, on May 22, 2020, Frontier filed Application 20-05-010 seeking a determination under Public Utilities Code Section 853(b) that its restructuring is exempt from the transfer of control requirements in Public Utilities Code Section 854 or, alternatively, requesting the Commission’s approval pursuant to Section 854 (“Application”); and

Whereas, on October 9, 2020, CETF filed its Motion for Party Status, which was granted October 15, 2020; and

Whereas, the Parties jointly developed a high successful Wi-Fi-enabled device (i.e. Chromebook) distribution initiative to provide 5,000 low-income students in 16 high need school districts, 350 of which were distributed to the Southern California Tribal Chairmen's Association (SCTCA) and which facilitated participation in distance learning for students from six Southern California Tribes: the Campo Band of Kumeyaay Indians, the Los Coyotes Band of Cahuilla and Cupeño Indians, the Mesa Grande Band of Mission Indians, the Pala Band of Mission Indians, the San Pasqual Band of Mission Indians, and the Viejas Band of Kumeyaay Indians with enhanced ability to access broadband services and engage in remote learning required by the COVID-19 pandemic. The Parties hosted several special socially distanced events to distribute the devices to students as quickly and safely as possible during the pandemic. See, e.g. YouTube event videos [Closing the Digital Divide in California Communities: Chromebooks for Coachella Valley Students](#); and [Closing the Digital Divide in California's Tribal Nations](#); and

Whereas, the Parties wish to build on their success in bridging the Digital Divide through Wi-Fi enabled device distribution, and wish to prioritize Tribal community members for future distributions; and

Whereas, the Parties have conferred regarding the possibility of settlement in this case, and the Parties have reached the terms of a settlement that the parties believe is in the public interest, reasonable in light of the record, and consistent with law, as set forth herein.

AGREEMENT

NOW, THEREFORE, based upon mutual agreement reflected in this Settlement, Frontier and CETF agree as follows:

1. The Second Amendment to the Implementation Agreement between the Parties is attached to and incorporated into this Settlement. In an effort to address the COVID-19 pandemic-related heightened need for broadband adoption and connectivity, particularly for students and Tribal community members, the Second Amendment provides for the accelerated distribution of Wi-Fi enabled devices and adoption payments with a goal of full distribution by December 31, 2021 as well as for expanded availability of community broadband connectivity. Specifically, the Parties have agreed that all remaining devices are eligible to be distributed to low income students in high need school districts and communities, that the Parties shall work to distribute no fewer than 4,000 devices to students in Tribal communities, and that adoption payments may be used to support CETF's digital literacy training efforts. In addition, the Parties have agreed to expand the locations eligible for public Wi-Fi deployments to include any community location, organization, or institution that is capable of facilitating service to low income users and/or to allow Frontier to provide two years of free broadband service to schools, libraries or other community organizations to facilitate access to broadband services for low-income or underserved community members with priority given to schools, libraries or other community organizations serving Tribal members. Further, Frontier has agreed to shall continue to offer its Affordable Broadband and Frontier Fundamental low-income broadband service plans at equal or lower pricing than current rates for an additional time period through December 31, 2023.

2. The Parties will file a Joint Motion seeking Commission approval of the Settlement in its entirety and without change.

3. The Parties agree to use their best efforts to obtain Commission approval of the Settlement. The Parties will request that the Commission approve the Settlement without change and find the Agreement to be reasonable, consistent with the law and in the public interest. The Parties will take no action in opposition to this Settlement.

4. This Settlement is being presented as an integrated package such that Parties are agreeing to this Settlement as a whole, as opposed to agreeing to specific elements to this Settlement. If the Commission adopts this Settlement with modifications, all Parties must consent to the modifications or any Party may void this Settlement, but only after such Party provides the other Parties to the agreement with the opportunity to meet and confer in good faith regarding the proposed modifications.

5. This Settlement was jointly prepared by the Parties to the Settlement and any uncertainty or ambiguity existing in the document will not be interpreted against any party on the basis that such party drafted or prepared the Settlement.

6. By signing below, each of the undersigned represents and warrants that he/she is authorized to sign this Settlement on behalf of the party for whom he/she signs and thereby binds such party to the terms of this Settlement.

7. This Settlement constitutes and represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, negotiations, representations, warranties and understandings of the parties with respect to the subject matter set forth herein.

8. In accordance with the Commission's Rules of Practice and Procedure, Rule 12.5, the Parties intend that the Commission's adoption of this Settlement be binding on each Party,

including its legal successors, predecessors, assigns, partners, joint ventures, shareholders, members, representatives, agents, attorneys, parent or subsidiary companies, affiliates, officers, directors, and/or employees. Adoption of this Settlement does not constitute approval of, or precedent regarding, any principle in any future proceeding, unless the Commission expressly provides otherwise.

9. If a Party fails to perform its respective obligations under this Settlement, after reasonable notice and opportunity to cure its default, any other Party may come before the Commission to pursue a remedy including enforcement. The Parties acknowledge that the Commission may assert jurisdiction to enforce the terms and conditions of this Settlement.

10. This Settlement may be amended or changed only by a written agreement signed by all parties and approved by the Commission.

11. This Settlement shall be governed by and interpreted in accordance with the laws of the State of California and the rules, regulations and General Orders of the California Public Utilities Commission.

12. This Settlement Agreement may be executed in one or more counterparts, and each of which when so executed and delivered will be an original and all of which together will constitute one and the same instrument.

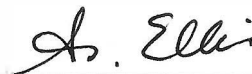
Accepted on behalf of CETF by:



Sunne Wright McPeak
President and CEO

Date: December 12, 2020

Accepted on behalf of Frontier by:



Allison M. Ellis
Senior Vice President, Regulatory

Date: December 12, 2020

ATTACHMENT

**Second Amendment to the Implementation Agreement,
dated December 11, 2020**

SETTLEMENT AGREEMENT

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

This second amendment (“Second Amendment”) is to the Implementation Agreement previously executed by Frontier Communications Corporation (“Frontier”) and the California Emerging Technology Fund (“CETF”) (collectively, “the “Parties”) on July 22, 2016 and their subsequent Amendment to the Implementation Agreement on December 28, 2018.

A. Recitals

1. The Parties entered into a Memorandum of Understanding and Agreement dated October 23, 2015 (“MOU”).
2. The California Public Utilities Commission (“Commission”) approved the MOU in Decision (“D.”) 15-12-005, issued on December 9, 2015, and attached as Appendix E thereto.
3. On July 22, 2016, the Parties entered into an Implementation Agreement to clarify the parties' respective obligations regarding the broadband adoption aspects of the MOU. The Implementation Agreement took effect on July 1, 2016, and, by its terms, it expired June 30, 2018.
4. On December 28, 2018, Parties entered into an Amendment to their Implementation Agreement in order to resolve issues between them (the “Amendment”). The Amendment took effect December 28, 2018.
5. On May 22, 2020, Frontier filed Application 20-05-010 seeking a determination under Public Utilities Code Section 853(b) that its restructuring is exempt from the transfer of control requirements in Public Utilities Code Section 854 or, alternatively, requesting the Commission’s approval pursuant to Section 854 (“Application”).
6. On October 9, 2020, CETF filed its Motion for Party Status, which was granted October 15, 2020.
7. As part of the MOU and as detailed in the Implementation Agreement and Amendment, the Parties agreed to an affordable broadband offering, a Wi-Fi hotspot deployment target, and a Wi-Fi capable device distribution schedule as part of their joint endeavor to expand broadband adoption in the state of California that they now wish to update and modify.
8. Specifically, in response to the COVID-19 pandemic, the Parties engaged in a successful collaboration to distribute 5,000 Wi-Fi capable devices to low-income students in 16 high need school districts to facilitate remote learning, including a donation of 350 Chromebook laptops to the Southern California Tribal Chairmen’s Association (SCTCA) that facilitates participation in distance learning for students from six Southern California

SETTLEMENT AGREEMENT

Tribes: the Campo Band of Kumeyaay Indians, the Los Coyotes Band of Cahuilla and Cupeño Indians, the Mesa Grande Band of Mission Indians, the Pala Band of Mission Indians, the San Pasqual Band of Mission Indians, and the Viejas Band of Kumeyaay Indians.¹ The Parties wish to continue this highly successful distribution program.

9. Further, the COVID-19 pandemic has created unanticipated challenges with completing the Wi-Fi hotspot deployment by the target completion date because many potential non-profit locations/community entities are either closed or short staffed and unable to allow clients access to their facilities due to COVID-19 restrictions.²

10. This Second Amendment is intended to supplement and modify the Implementation Agreement and Amendment thereto to reflect the terms of the Parties' settlement. Except as modified herein, the Implementation Agreement and Amendment remains in full effect and binds the Parties regarding implementation of the MOU, which remains in effect, provided however that to the extent any provision of this Second Amendment and either the Implementation Agreement or Amendment conflict, this Second Amendment shall control.

B. Terms

11. The Implementation Agreement and Amendment are incorporated herein by reference. The parties agree that the Implementation Agreement and Amendment incorporates the terms of this Second Amendment, and, with those amended terms, it is modified as set forth herein. Except as expressly stated herein, this Second Amendment has no effect on the parties' rights or obligations under the MOU. The terms of the Implementation Agreement and Amendment remain in effect except as expressly modified by this Second Amendment, provided however that to the extent any provision of this Second Amendment and either the Implementation Agreement or Amendment conflict, this Second Amendment shall control.

12. Paragraph B.2.c and Exhibit A of the Implementation Agreement, which was previously modified by Paragraph 13 of the Amendment is deleted, and is replaced by the following:

B.2.c.

(i) As of December 1, 2020, Frontier has disbursed \$1.8 million to CETF in adoption payments to assist CETF and CBOs in connection with their adoption efforts.

¹ The Parties hosted several special socially distanced events to distribute the devices to students as quickly and safely as possible during the pandemic. See, e.g YouTube event videos [Closing the Digital Divide in California Communities: Chromebooks for Coachella Valley Students](#); and [Closing the Digital Divide in California's Tribal Nations](#)

² The Wi-Fi service is designed for indoor use.

SETTLEMENT AGREEMENT

(ii) As of December 1, 2020, Frontier has purchased 29,221 Chromebooks, which includes 4,000 devices that are currently on order and are expected to be distributed by December 31, 2020.

(iii) Frontier shall undertake good faith efforts to purchase and the Parties shall jointly work to distribute the remaining 20,779 Wi-Fi capable devices by September 1, 2021. All remaining devices are eligible to be distributed to low-income students in high need school districts or other similar student or community distribution program as the Parties may jointly develop and no fewer than 4,000 devices shall be distributed in Tribal communities. Frontier will continue to advance additional funds to CETF at \$60 per qualified adoptions from the \$3 million identified in paragraph 24 of the MOU as set forth at para. 13(iii) in the Amendment and in order to facilitate the digital literacy training efforts it and the CBOs are undertaking in connection with the devices distributed to students or community members. In the event that not all devices are, or are expected to be, distributed by September 1, 2021, the parties agree to meet and confer to discuss next steps to attempt to accomplish distribution of the balance of Wi-Fi enabled devices by December 31, 2021. In the event supply chain issues arise throughout the year and all devices are not either distributed or on order by December 31, 2021, the parties agree that Frontier may elect to fulfill this condition through a lump sum payment after December 31, 2021 equal to the cost per unit of remaining undistributed devices (including tax and shipping fees). In addition, if the lump sum payment option is exercised, Frontier shall pay, at the same time, all remaining outstanding adoption payments to CETF.

13. Paragraph C. 7 of the Implementation Agreement, which was added to the Implementation Agreement in Paragraph 15 of the Amendment is replaced as follows:

7. Frontier shall continue to offer its Affordable Broadband and Frontier Fundamental low-income broadband service plans at equal or lower pricing than current rates through December 31, 2023. While the Agreement is in effect, and every low-income household enrolling in any such service shall be counted toward the aspirational goal set forth in Section A(3). In the event that neither the California Public Utilities Commission nor the Federal Communications Commission has finalized action on Lifeline or an equivalent support mechanism for low-income broadband services by December 31, 2023, the Parties agree to meet and confer regarding an extension for a period of one year (to December 31, 2024) of Frontier's Affordable Broadband and Frontier Fundamental low-income broadband service plans at equal or lower pricing than current rates.

SETTLEMENT AGREEMENT

14. Paragraph C.6 of the Implementation Agreement which was added to the Implementation Agreement in Paragraph 16 of the Amendment is replaced by the following:

6. This Agreement shall remain in effect until the entire \$3 million identified in paragraph 24 of the MOU is disbursed (at \$60 per qualified adoption) and until all of the 50,000 Wi-Fi capable devices identified in paragraph 20 of the MOU are distributed (one device per qualified adoption), provided, however, if all funds and devices are not disbursed by CBOs under grant agreements with CETF or distributed by December 31, 2021, Frontier may elect to immediately disburse and distribute the remaining funds and devices to CETF. As set forth in Section B.2.c(iii), the Parties will mutually confer and agree on a plan for device delivery and disbursement of remaining funds to CETF.

15. Covenant 9 of the MOU requires the Parties to mutually identify 50 locations where Frontier will install public Wi-Fi subject to the conditions of Covenant 9(a). In addition, Wi-Fi deployments were addressed in Paragraph 17 of the Amendment. As of the effective date of this Second Amendment, Frontier has installed public Wi-Fi at 19 locations despite good faith efforts in collaboration with CETF to identify and complete more deployments and to surmount the access and deployment challenges presented by the COVID-19 pandemic. Accordingly, to achieve the core goal of this Covenant 9 of the MOU—expanded community-based access to broadband services, particularly for low-income and underserved community members—the Parties agree to revise Frontier’s Wi-Fi hot spot deployment obligations as set forth herein. Specifically, the Parties agree to expand the locations eligible for public Wi-Fi to include any community location organization, or other institution (such as libraries, skilled nursing facilities, shelters, etc.), that is capable of facilitating Wi-Fi service to primarily low-income or underserved users as the Parties mutually agree, and shall jointly work to identify and prioritize Tribal locations for Wi-Fi hotspot deployments. In addition, the Parties agree that in lieu of a Wi-Fi deployment, where it has facilities deployed to a community location, organization, or other institution that facilitates broadband access and use by low-income or underserved community members, Frontier may elect to provide two years of free broadband service to a community location, organization, or other institution in order to facilitate broadband access by low-income or underserved community members with priority given to those locations/entities serving Tribal members. Frontier shall work diligently and in good faith to complete its Wi-Fi community access commitment to 31 locations despite the challenges created by the COVID-19 pandemic by December 31, 2021 by: 1) completing a Wi-Fi installation; or 2) providing two years of free broadband service to a community location, organization, or other institution that facilitates broadband access/use by low-income or underserved community members as the parties mutually agree; or 3) any combination thereof. In the event that Frontier is not able to complete its Wi-Fi community access commitment by December 31, 2021, Frontier may elect to immediately disburse an amount equal to the sum of the number of remaining deployments multiplied by \$4,000.00 to CETF, which is calculated to include both the average cost of a Wi-Fi deployment,

SETTLEMENT AGREEMENT

including the efforts of CETF staff resources to oversee and achieve the remaining Wi-Fi deployments.

16. The Parties shall continue to collaborate on potential California Advanced Services Fund (CASF) grant applications to reach unserved households and effectuate other benefits in unserved or underserved areas within Frontier’s service territory.

17. The parties agree that within 90 days of Frontier’s emergence from Chapter 11, currently expected to be no later than March 31, 2021, Frontier’s CEO and at least one new Frontier Board member (who is not a member of Frontier’s management team) will meet with the CETF Board of Directors, as mutually agreed, in order to get a fuller understanding from CETF of the specific broadband needs and challenges of serving California residents, including those that are low-income and underserved.

18. The Parties agree to support and seek Commission approval of this Second Amendment and approval of Frontier’s Application 20-05-010 seeking a determination under Public Utilities Code Section 853(b) that its restructuring is exempt from the transfer of control requirements in Public Utilities Code Section 854 or, alternatively, requesting the Commission’s approval pursuant to Section 854 in a joint motion. Should either Party violate this Second Amendment, the other Party reserves its rights to enforce the MOU, the Implementation Agreement, Amendment and/or this Second Amendment through any procedure permitted by law, including any applicable procedure under Commission rules.

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

20. This Second Amendment is only effective upon the approval of the Second Amendment by the Commission.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

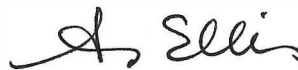
Accepted on behalf of CETF by:



Sunne Wright McPeak
President and CEO

Date: December 12, 2020

Accepted on behalf of Frontier by:



Allison M. Ellis
Senior Vice President, Regulatory

Date: December 12, 2020

ATTACHMENT 3

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

Application of Frontier Communications Corporation, Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (U 1024 C), Frontier Communications of the Southwest Inc. (U 1026 C), Frontier Communications Online and Long Distance Inc. (U 7167 C), Frontier Communications of America, Inc. (U 5429 C) For Determination That Corporate Restructuring Is Exempt From or Compliant With Public Utilities Code Section 854.

A.20-05-010

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement”) is entered into as of January 19, 2021, by and between Frontier Communications Corporation, Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (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) (collectively, “Frontier”), and the Yurok Tribe (or “Tribe”), collectively referred to as “the Parties.”

All the terms of this Settlement are expressly contingent upon the consummation of Frontier’s corporate Restructuring and its emergence from Chapter 11 as described in the Application, subject to the conditions specified in this Settlement and any other settlement agreement approved in A.20-05-010.

RECITALS

Whereas, Frontier Communications Corporation is the parent holding company for

Yurok-Frontier Settlement Agreement (A.20-05-010)

three California Incumbent Local Exchange Carriers: Frontier California Inc., Citizens Telecommunications Company of California Inc., and Frontier Communications of the Southwest Inc. (the “California ILECs”);

Whereas, Frontier Communications Corporation is the parent holding company for two interexchange carriers with operations in California: Frontier Communications Online and Long Distance Inc. (U 7167 C), and Frontier Communications of America, Inc. (U 5429 C) (together the “California IXCs”);

Whereas, Frontier acquired the networks serving the Yurok Tribe in two separate transactions—the 2010 Frontier acquisition of Verizon West Coast (approved in D. 09-10-056), and the Frontier 2016 acquisition of Verizon California Inc. (approved in D. 15-03-005);

Whereas, the California Public Utilities Commission (“CPUC” or “Commission”) has been monitoring communications services in this region and has hosted public participation hearings (“PPHs”) and workshops in various formal and informal proceedings to gather input on service quality issues and challenges presented there, including PPHs in several tribal areas for Frontier’s 2016 acquisition, a PPH in the CHCF-A proceeding (R.11-11-007), and a PPH and workshop in this proceeding; and

Whereas, on April 14, 2020, Frontier Communications Corporation, as well as more than 100 of its subsidiaries across the country, including the California ILECs and the California IXCs, filed for chapter 11 relief under Title 11 of the United States Code (“Chapter 11”) in the Bankruptcy Court for the Southern District of New York (“Bankruptcy Court”);

Whereas, on May 22, 2020, Frontier filed Application 20-05-010 with the Commission seeking a determination under Public Utilities Code Section 853(b) that its restructuring is

Yurok-Frontier Settlement Agreement (A.20-05-010)

exempt from the transfer of control requirements in Public Utilities Code Section 854 or, alternatively, requesting the Commission's approval pursuant to Section 854 ("Application");

Whereas, the Public Advocates Office at the California Public Utilities Commission ("Cal Advocates"), The Utility Reform Network ("TURN"), Communications Workers of America, District 9 ("CWA"), the California Emerging Technology Fund ("CETF"), the Greenlining Institute, the Center for Accessible Technology, the Rural County Representatives of California ("RCRC"), and the Yurok Tribe are parties to this proceeding;

Whereas, on August 27, 2020, the Bankruptcy Court approved Frontier's Plan of Reorganization ("Plan," along with the contemplated transactions thereunder, the "Restructuring"), which was filed in this proceeding on that day;

Whereas, Frontier filed its opening briefs on November 18, 2020;

Whereas, on December 8, 2020, the Yurok Tribe filed its Motion for Party Status, which was granted December 10, 2020;

Whereas, Frontier filed its reply brief on December 10, 2020;

Whereas, on December 24, 2020, a settlement agreement between Frontier, Cal Advocates, TURN, and CWA ("Cal Advocates/TURN/CWA settlement") was filed this proceeding;

Whereas, on December 28, 2020, the Yurok Tribe filed its Motion for Admission of Direct Testimony and Related Documents Into the Evidentiary Record ("Motion") and its Opening Brief;

Whereas, on January 5, 2021, Frontier filed its Opposition to the Motion ("Opposition") and its Reply Brief to the Yurok Tribe's Opening Brief;

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Whereas, on January 14, 2021, the Commission granted the Yurok Tribe’s Motion and overruled Frontier’s procedural objections to the Motion.

Whereas, Frontier has agreed to coordinate with the Yurok Tribe in this settlement to further expand broadband, including providing up to \$5 million to support “middle-mile” fiber from the Klamath River Rural Broadband Initiative project end in Orick, California to Klamath, California, and “fiber-to-the-premises”¹ to certain Yurok Reservation locations along the above-referenced middle-mile fiber route;

Whereas, the Parties have conferred regarding the possibility of agreement in this case, and, in accordance with Rule 12.1(b), held a settlement conference on January 19, 2021 with Cal Advocates, TURN, CETF, and the Greenlining Institute; and

Whereas, the Parties have reached the terms of a settlement agreement that the Parties believe is in the public interest, reasonable in light of the record, and consistent with law, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree to the following terms and conditions:

1. In collaboration with the Yurok Tribe, Frontier will coordinate with the Yurok Tribe and potential third parties on the evaluation and potential deployment of:

¹ For purposes of this Settlement, “fiber-to-the-premises” means the deployment of fiber-optic facilities in an optical distribution network from the central offices to the public right of way, utility pole or easement immediately adjacent to the potential subscriber’s premises, including residential, multi-dwelling unit and commercial location. If a consumer subscribes to service, the fiber and optical distribution network is connected with fiber-optic cable to the customer location demarcation point or optical network terminal.

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- A. “Middle-mile” fiber from the Klamath River Rural Broadband Initiative (“KRRBI”) project end in Orick, CA to Hunter Creek Rd. in Klamath, CA; and,
- B. “Fiber to the Premises” to certain Yurok Reservation locations along the above-referenced middle-mile fiber route (collectively, the “Project”).

2. Project Development and Ownership

- A. Frontier and the Yurok Tribe will collaborate to complete the Project. Frontier will contribute 1/2 of the Project costs, up to a \$5.0 million cap, from its planned capital expenditures and broadband deployment commitments made in the Cal Advocates/TURN/CWA Settlement. This expenditure will include up front payment to the Yurok Tribe of \$75,000 to cover startup costs related to Project planning and implementation, including securing additional funding. The remainder of the funds shall be released by Frontier for Frontier’s use to complete the Project upon the Yurok Tribe securing its portion of Project funding.
- B. The Yurok Tribe will be responsible for providing its minimum 1/2 financial contribution directly, via third party financial contribution, federal funding, and/or state funding to complete the Project. Completion of the Project is contingent on the Yurok Tribe securing sufficient funding.
- C. Frontier will be primarily responsible for the design, engineering, and construction of the Project. The Yurok Tribe will be primarily responsible for securing any necessary federal, state, local or tribal permits and authorizations; Frontier will assist with such efforts as needed, including providing information, licenses, or other proof necessary to complete competitive funding applications. Where applicable, Frontier will work with the Yurok Tribe to leverage state and federal funding opportunities for the benefit of the Project (e.g. CASF, etc.).
- D. Frontier will coordinate with the Tribe to complete the construction.
- E. Upon completion, the Tribe will be provided 1) ownership and use of the constructed fiber capacity based on its proportionate financial contribution to the Project and 2) other non-fiber benefits (e.g. income, etc.) that may arise as a result of the Project’s supplemental infrastructure (e.g. leasing space on tower infrastructure, conduit space, etc.) based on its proportionate financial contribution to the Project. For example, if the Project ultimately costs \$15 million and the Yurok Tribe directly or indirectly contributes \$10 million, the Yurok Tribe will receive 66% of the Project fiber capacity and other non-fiber project benefits. For purposes of clarity, Frontier may use its proportional fiber capacity to provide telecommunications services and this use and the provision of telecommunications services are not considered other non-fiber benefits to be shared or provided to the Yurok Tribe.
- F. If the Yurok Tribe is unable to secure the necessary resources and/or funding to complete the Project within four years, Frontier shall deploy \$3 million, less any

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funding already expended by Frontier on the Project, to benefit, improve, or expand infrastructure serving the Yurok Reservation, Yurok Lands,² and Yurok's ancestral territory in compliance with the terms of the Cal Advocates/TURN/CWA Settlement. Frontier and the Tribe shall consult in good faith to determine these alternate projects or activities, prioritizing work within the Yurok Reservation.

3. Reimbursement of costs and fees:
 - A. Within sixty (60) days of the consummation of Frontier's corporate Restructuring and its emergence from Chapter 11, Frontier will provide the Yurok Tribe with \$400,000 to enable the Tribe to administer and provide reimbursement, credits or discounts for any services provided to consumers or business on Yurok Lands or in the Yurok Tribe's ancestral territory; to cover its costs related to the Frontier restructuring transaction: and/or to provide reimbursement, credits or discounts to the Yurok Tribe for its and its affiliated business and consumer subscriptions and "backhaul services" contract fees, for the period between 2017-2022; and
 - B. Within sixty (60) days of the consummation of Frontier's corporate Restructuring and its emergence from Chapter 11, Frontier will provide the Yurok Tribe an additional \$100,000 for its use as described in 3.A if the Yurok Tribe works in good faith to support Frontier's efforts to quickly conclude the A.20-05-010 proceeding, including by finalizing and submitting this Settlement by January 19, 2021, filing comments in support of the Cal Advocates/TURN/CWA and CETF Settlements by January 20, 2021, and the Commission approving Frontier's transfer of control/restructuring application in A.20-05-010 by March 30, 2021.
4. Within sixty (60) days of the consummation of Frontier's corporate Restructuring and its emergence from Chapter 11, Frontier will provide the Yurok Tribe with its existing local maps of Frontier's infrastructure and equipment along with information on infrastructure and equipment within the Yurok Tribe's ancestral territory, together with any existing maps of adjacent areas that identify the points of integration of such infrastructure with the remainder of Frontier's system.
5. Within three (3) months of the consummation of Frontier's corporate Restructuring and its emergence from Chapter 11, Frontier agrees to hire or designate a local, high-level employee as the Yurok Tribe's point of contact or tribal liaison to provide Out Of Service response, customer service, and information sharing. The Yurok Tribe shall have direct access to the tribal liaison via phone and email. The tribal liaison shall have the availability, access, and authority to generally provide a response to the Yurok Tribe within 24 hours. To the extent the Commission approves the Cal Advocates/TURN/CWA Settlement's tribal liaison condition, the Yurok Tribe anticipates that the Yurok Tribe's tribal liaison contemplated in this term could also satisfy that condition.

² Yurok Lands means lands owned in fee by the Yurok Tribe but located outside of the Yurok Reservation, such as the Yurok Tribe's government office in Crescent City.

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6. Frontier will evaluate and make good faith efforts to negotiate an increased bandwidth backhaul services contract with the Yurok Tribe for the benefit of Yurok Connect, with a price that is lower than the standard business pricing to account for the public service purpose of the contract. The Tribe recognizes that bandwidth capacity is limited by the microwave facilities use for backhaul services and Frontier may not be able to significantly increase bandwidth capacity available. However, Frontier will prioritize the Yurok Tribe by providing the Tribe with an option to purchase increased bandwidth as it becomes available.
7. Frontier will work with the Yurok Tribe and hold good faith discussions and share information for the purpose of an acquisition feasibility study by the Yurok Tribe and potential acquisition at a fair market value identified by one or more independent third parties (excluding the market value of the Project at the time of the transfer). The potential acquisition would include infrastructure, staffing, equipment, assets, licenses and authorizations related to Frontier's seven (7) wire centers/exchanges: six (6) which Frontier acquired from Verizon in 2010 comprising Verizon West Coast, Inc. (Klamath, Orick, Crescent City, Smith River, Gasquet, Hiouchi and one (1) additional wire center/exchange (Hoopa) which Frontier acquired from Verizon in 2016 (hereafter "Feasibility Study Facilities")).
 - A. Frontier will make a good faith effort to properly maintain and improve the Feasibility Study Facilities, for 12-18 months while the Yurok Tribe completes a feasibility study and due diligence.
 - B. Frontier will make information available, subject to a nondisclosure agreement, regarding the assets, third-party costs, revenues, network costs, customer subscribership data, asset and network drawings, and available financial data related to the Feasibility Study Facilities.
 - C. Frontier will have quarterly meetings with the Yurok Tribe during the feasibility study and due diligence period to provide information to enable the Yurok Tribe's assessment and compliance with its feasibility study funding requirements. The first meeting will be scheduled within sixty (60) days of Commission approval this Settlement.
 - D. If the Yurok Tribe deems the acquisition feasible and an acquisition is mutually agreeable by the Yurok Tribe and Frontier, Frontier and the Yurok Tribe will work together in good faith to pursue the acquisition and transfer, including formalization of a purchase agreement, securing any necessary approvals for the transfer and completely separating the Feasibility Study Facilities from Frontier's existing network.
8. The Yurok Tribe shall file comments on or before January 20, 2021, supporting the Cal Advocates/TURN/CWA Settlement and the CETF Settlement. In these comments, the Yurok Tribe shall also advocate for the Commission to approve the Application and resolve this proceeding no later than March 30, 2021.

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9. All terms of this Settlement are expressly contingent upon: (1) Commission adoption of this Settlement as a resolution of the Yurok Tribe's concerns and recommendations in this proceeding, (2) the issuance of a Commission decision confirming that the Restructuring and the transfer of control comply with Public Utilities Code Section 854, and (3) the consummation of Frontier's corporate Restructuring and emergence from Chapter 11 as described in the Application, subject to the conditions specified in this Settlement and any other settlement agreement approved in A.20-05-010, and consistent with the Plan of Reorganization confirmed by the Bankruptcy Court on August 27, 2020.³ To the extent that Frontier or the Yurok Tribe have previously recommended conditions that are inconsistent with this Settlement, those positions are hereby modified to conform to the compromise reached herein, which all Parties agree is in the public interest. The Parties agree that this Settlement represents a resolution of all disputes between them and is fundamentally fair, reasonable in the light of the whole record, consistent with the law, and in the public interest. The Parties further agree that Frontier's corporate Restructuring and emergence from Chapter 11 as described in the Application, subject to the conditions specified in this Settlement, is in the public interest, consistent with applicable law, and fair and reasonable in light of the whole record.
10. This Settlement constitutes and represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, negotiations, representations, warranties and understandings of the Parties with respect to the subject matter set forth herein.
11. The Parties will file a Joint Motion seeking Commission approval of the Settlement in its entirety and without change. Frontier and its California subsidiaries consent to the jurisdiction of the Commission to enter an order enforcing this Settlement.
12. The Parties agree to use their best efforts to obtain Commission approval of the Settlement. The Parties will request that the Commission approve the Settlement without change and find the Settlement to be reasonable, consistent with the law, and in the public interest. The Parties will take no action in opposition to this Settlement.
13. This Settlement is being presented as an integrated package such that Parties are agreeing to this Settlement as a whole, as opposed to agreeing to specific elements to this Settlement. If the Commission adopts this Settlement with modifications or additions, all Parties must consent to the modifications or any Party may void this Settlement, but only after such Party provides the other Party to the Settlement with the opportunity to meet and confer in good faith regarding the proposed modifications or additions.

³ In re Frontier Communications Corporation, et al., Case No. 20-22476 (RDD) (S.D.N.Y.) (08/27/20), Findings Of Fact, Conclusions Of Law, And Order Confirming The Fifth Amended Joint Plan Of Reorganization Of Frontier Communications Corporation And Its Debtor Affiliates Pursuant To Chapter 11 Of The Bankruptcy Code. The final approved Plan confirmed by the Bankruptcy Court was submitted to the Commission on August 27, 2020. See Supplement to Applicants' Response to ALJ Ruling Authorizing Submission of Plan of Reorganization, at Exhibit 1.

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14. In the event any dispute arises among or between any of the Parties related to this Settlement, the Parties shall, before taking any other judicial or administrative action concerning that dispute, provide written notice of the dispute to the other Party and meet and confer in person in a good-faith effort to resolve the dispute within fifteen (15) days unless otherwise agreed. Any Party that is alleged to be in breach shall have fifteen (15) days from that in-person meeting to cure unless otherwise agreed or a shorter time if the dispute is deemed an especially time-urgent matter by any Party. Notwithstanding the foregoing, if the dispute is deemed to be an especially time urgent matter by any Party these time periods may be shortened and/or any Party may seek immediate relief proceedings with seventy-two (72) hours' notice to the allegedly breaching Party; provided that in such event if the allegedly breaching Party cures the alleged breach any such relief proceeding shall be dismissed/terminated.
15. The Parties agree to cooperate to draft and execute documents, necessary or convenient to effectuate the intent of this Settlement.
16. The rights contained in this Settlement belong solely to the Parties and to any successor in interest to Frontier or the Yurok Tribe. No other person or entity shall have any rights under this Settlement.
17. Any notice required under this Settlement to be given to any Party shall be given to the relevant Party's designee(s) listed in this paragraph. Any Party may update its person(s) so designated by given written notice to the other Party. The current notice information is:

Donald Barnes
Office of Self-Governance
Yurok Tribe
190 Klamath Blvd.
P.O. Box 1027
Klamath, CA 95548
dbarnes@yuroktribe.nsn.us

With a copy to:

Jessica Engle
IT Director
Yurok Tribe
jstalnaker@yuroktribe.nsn.us; and,

Kori Cordero
Associate General Counsel
Yurok Tribe
kcordero@yuroktribe.nsn.us

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Charlie Born
Director, Government & External Affairs
Frontier Communications
Charlie.born@ftr.com

With a copy to:
Kevin Saville
General Counsel – Law Department
Frontier Communications
401 Merritt 7
Norwalk, CT 06851

18. The recitals contained herein are hereby incorporated by this reference.
19. Within thirty (30) days of the consummation of Frontier's corporate Restructuring and its emergence from Chapter 11, the Parties will each identify the individual(s) that will serve as their primary contact(s) for purposes of collaboration to accomplish the obligations under this Settlement, including the Project. The Parties will make a good faith effort to provide advanced notice of any change of staffing or contact information.
20. This Settlement was jointly prepared by the Parties to the Settlement and any uncertainty or ambiguity existing in the document will not be interpreted against any party on the basis that such party drafted or prepared the Settlement.
21. By signing below, each of the undersigned represents and warrants that they are authorized to sign this Settlement on behalf of the party for whom they sign and thereby binds such party to the terms of this Settlement.
22. In accordance with the Commission's Rules of Practice and Procedure, Rule 12.5, the Parties intend that the Commission's adoption of this Settlement be binding on each Party, including its legal successors, predecessors, assigns, partners, joint ventures, shareholders, members, representatives, agents, attorneys, parent or subsidiary companies, affiliates, officers, directors, and/or employees. Adoption of this Settlement does not constitute approval of, or precedent regarding, any principle in any future proceeding, unless the Commission expressly provides otherwise.
23. The Parties agree that the Commission's adoption of this Settlement should not be construed as an admission or waiver by any Party regarding any fact, matter of law, or issue thereof that pertains to the subject of this Settlement. Further, the Parties agree that the obligations set forth in this Settlement are without prejudice to positions each Party has taken, or may hereafter take, in any proceeding in another state, or in any proceeding at the Commission.
24. If a Party fails to perform its respective obligations under this Settlement, after reasonable notice and opportunity to cure its default, any other Party to the Settlement may come before the Commission to pursue a remedy, including enforcement. The Parties acknowledge that the Commission may assert jurisdiction to enforce the terms and conditions of this Settlement.

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25. This Settlement may be amended or changed only by a written agreement signed by all Parties and approved by the Commission.
26. This Settlement shall be governed by and interpreted in accordance with the laws of the State of California and the rules, regulations and General Orders of the California Public Utilities Commission.
27. This Settlement may be executed in one or more counterparts, and each of which when so executed and delivered will be an original and all of which together will constitute one and the same instrument.

Accepted on behalf of the Yurok Tribe by: **Accepted on behalf of Frontier by:**



Joseph L. James
Chairman, Yurok Tribe

Date: January 19, 2021



Allison M. Ellis
Senior Vice President, Regulatory

Date: January 19, 2021