

APPENDIX C

Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into on September 4, 2025 by and between Communications Workers of America, District 9 (“CWA”) on the one hand, and Verizon Communications Inc. and its affiliates (“Verizon”) on the other hand (collectively, the “Parties”):

RECITALS

WHEREAS on October 18, 2024 Verizon and Frontier Parent, Frontier California (U 1002 C), CTC California (U 1024 C), Frontier Southwest (U 1026 C), Frontier Communications Online and Long Distance Inc. LD (U 7167 C) and Frontier America (U 5429 C) (collectively, “Joint Applicants”) applied for the California Public Utilities Commission’s (“Commission”) approval of the indirect transfer of control of Frontier and its California Operating Subsidiaries to Verizon in proceeding A.24-10-006;

WHEREAS CWA intervened in proceeding A.24-10-006 and was granted party status;

WHEREAS CWA has concerns regarding the proposed transaction’s impacts on service quality and the workforce; and

WHEREAS the Parties have reached the terms of this Agreement to resolve these concerns and believe these terms are in the public interest, reasonable in light of the record and consistent with the law.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

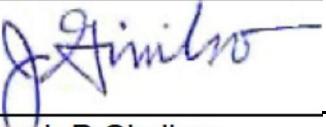
1. Within twelve (12) months of the close of the Transaction and for a period of three years following the close, Verizon shall adopt and implement a plant maintenance program for Frontier’s network through which technicians can submit plant conditions needing additional maintenance to Verizon through a system comparable to Verizon’s National Operations Quality Inspection system that records and documents the conditions. Verizon shall review the submissions to the system, and within 90 days of receiving a submission under the program shall perform plant rehabilitation or maintenance to address the reported conditions.
2. For a period of forty-eight (48) months following the close of the Transaction, Verizon shall not involuntarily lay off any CWA represented employee who was an employee of the Joint Applicants on the day the Transaction closed or those hired pursuant to paragraph 3.

3. Within twelve (12) months of the close of the Transaction, and for each of the five (5) years thereafter, Verizon shall hire at least one hundred (100) full-time CWA represented employees for a total of at least six hundred (600) full-time CWA represented employees over the six (6) year period. It is the intent of the Parties that the employees hired pursuant to this paragraph are employed by Verizon beyond the probationary period outlined in the Parties' collective bargaining agreement. Verizon shall provide quarterly reports to the Commission and CWA on its hiring progress.
4. For a period of forty-eight (48) months following the close of the Transaction, Verizon shall provide quarterly reports to the Commission and CWA on its compliance with service quality standards pursuant to General Order 133. If at the end of the forty-eight (48) months, Verizon is not consistently meeting the Commission's service quality standards, Verizon shall continue providing quarterly reports to the Commission and CWA and shall convene a Service Quality Committee composed of leaders of CWA, Operations executives responsible for California, and Labor Relations to review service quality shortcomings and discuss potential solutions, including increased staffing.
5. Verizon shall take actions consistent with meeting the Commission's wireline service quality requirements under General Order 133, including maintaining adequate personnel to ensure that it will offer safe, adequate, and reliable service consistent with all applicable service quality standards.
6. Within twelve months of the close of the Transaction, Verizon shall conduct an audit of Frontier's network and bring Verizon's facilities up to Verizon's standards and the Commission's service quality standards pursuant to General Order 133.
7. Verizon acknowledges that, upon close of the Transaction, it will assume Frontier's responsibility as Carrier of Last Resort ("COLR") relying on a service technology of its choice in the service territories where Frontier is currently designated as COLR. Should Verizon be relieved of its COLR obligations in California, Verizon agrees to offer a voice service over a technology of its choice to customers who do not wish to avail themselves of Verizon's other service offerings or transition immediately to an alternative voice provider for a period of 12 months following the grant of COLR relief.
8. Verizon shall maintain adequate staffing and back-up power for safe and reliable operations of central offices, including but not limited to maintaining battery backup power for at least eight hours in the event of a power failure and backup generators that can operate for at least 24 hours without refueling.

9. Upon the effective date of this Agreement, CWA will: (i) support the approval of Verizon's acquisition of Frontier in California, (ii) not request evidentiary hearings in the proceeding before the Commission, (iii) not question Verizon's witnesses at evidentiary hearings, (iv) not oppose any efforts from other parties to eliminate all issues from the scope of the hearing, and (v) not oppose any request by Verizon to expedite the current proceeding schedule.
10. The Parties shall adhere to these commitments and this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors in interest and assigns.
11. Nothing in this Agreement affects the conditions imposed by any other Commission proceeding.
12. The Parties will file this Agreement with the Commission pursuant to a motion to find the Agreement to be in the public interest, and the Parties will support the motion.
13. This Agreement is the product of settlement negotiations. The Parties agree that the content of these negotiations are confidential; that all offers of settlement are without prejudice to the position of any Party or participant presenting such offer or participating in such discussion; and, except to enforce rights related to this Agreement or defend against claims made under this Agreement, that they will not use the content of said negotiations in any manner in this or other proceedings involving one or more of the Parties, or otherwise.
14. The terms of this Agreement are governed by California law. This Agreement will be effective upon final approval by the Commission. Should the transaction not close despite Commission approval, Parties agree to seek appropriate relief.
15. The signatories listed below represent that they are authorized on behalf of their principals to enter into this Agreement.
16. The Agreement contains the entire agreement between the Parties hereto with respect to resolution of the issues in the above-captioned proceeding, subject to the approval of the Commission.
17. No modification, amendment or waiver of any of the terms or provisions of this Agreement shall bind any of the Parties unless such modification, amendment or waiver is in writing and has been executed by a duly authorized representative of the Party against whom such modification, amendment or waiver is sought to be enforced and is approved by the Commission.

18. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
19. 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 Federal Communications Commission.
20. 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.
21. If any of the provisions of the Agreement are held to be invalid, illegal or unenforceable, the unaffected provisions of the Agreement will be unimpaired and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date of the last signature below.

Verizon Communications Inc.	Communications Workers of America, District 9
Signature: 	Signature: 
Name: Joseph B Gimilaro	Name: Rachael Koss
Title: AVP-Labor Relations	Title: Attorney
Date of Execution: 09/04/25	Date of Execution: 09/04/25