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ELKO CO DISTRICT COURT

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AARON D. FORD  
Attorney General  
ERNEST D. FIGUEROA  
Consumer Advocate  
LAURA M. TUCKER (Bar No. 013268)  
Senior Deputy Attorney General  
MICHELLE C. NEWMAN (Bar No. 013206)  
Deputy Attorney General  
State of Nevada, Office of the Attorney General  
Bureau of Consumer Protection  
8945 W. Russell Road, #204  
Las Vegas, Nevada 89148  
702-486-6525 ph  
[ltucker@ag.nv.gov](mailto:ltucker@ag.nv.gov)  
[mnewman@ag.nv.gov](mailto:mnewman@ag.nv.gov)  
Attorneys for State of Nevada

IN THE FOURTH JUDICIAL DISTRICT COURT OF  
THE STATE OF NEVADA IN AND FOR THE COUNTY OF ELKO

In the Matter of  
FRONTIER COMMUNICATIONS  
CORPORATION

CASE NO.: CV-C-19-201  
DEPT NO.: 1

ASSURANCE OF DISCONTINUANCE

This Assurance of Discontinuance is entered into by the State of Nevada, Department of Business and Industry, Nevada Consumer Affairs Unit, by and through Nevada Attorney General Aaron D. Ford, Ernest D. Figueroa, Consumer Advocate, Laura M. Tucker, Senior Deputy Attorney General, and Michelle C. Newman, Deputy Attorney General, (hereinafter "the State"), and Frontier Communications Corporation on behalf of itself and its operating affiliates in Nevada, Frontier Communications of the Southwest Inc. and Citizens Telecommunications Company of Nevada (collectively hereinafter "Frontier").

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1 **I. PARTIES**

2 1. Aaron D. Ford is the duly elected Attorney General of the State of Nevada.  
3 In his capacity as Attorney General, he is authorized to represent the State of Nevada,  
4 Department of Business and Industry, Nevada Consumer Affairs Unit, to enforce the  
5 provisions of the Nevada Deceptive Trade Practices Act, NRS 598.0903 to 598.0999.

6 2. Frontier Communications Corporation is a Delaware corporation with a  
7 principal place of business at 401 Merritt 7, Norwalk, Connecticut 06851. Frontier  
8 Communications of the Southwest Inc. is a Delaware corporation and is registered in the  
9 State of Nevada as a foreign corporation, and Citizens Telecommunications Company of  
10 Nevada is registered in the State of Nevada as a domestic corporation.

11 **II. BACKGROUND**

12 3. The State alleges that Frontier has violated one or more of the following  
13 provisions of NRS Chapter 598 by:

14 a. Failing to disclose material facts to consumers in connection with the  
15 marketing and sales of internet services for which they were paying, in  
16 violation of NRS 598.0923(2);

17 b. Representing to consumers that its internet service was of a particular  
18 standard and quality when Frontier knew or should have known that its  
19 service was of another standard and quality, in violation of NRS 598.0915(7);

20 c. Advertising to consumers that they would be able to obtain certain  
21 internet speeds with the intent not to sell services as advertised, in violation  
22 of NRS 598.0915(9);

23 d. Advertising internet service speeds with the intent not to supply  
24 reasonably expectable public demand, without disclosing the limitation of  
25 availability, in violation of NRS 598.0915(10); and

26 e. Knowingly representing to consumers that they could obtain the speeds  
27 advertised and for which the consumers paid, when Frontier knew it could not  
28 provide those speeds, in violation of NRS 598.0915(15).

1       4.       The State alleges that Frontier is subject to the enforcement provisions of NRS  
2 598.0903 to NRS 598.0999.

3       5.       Frontier denies any wrongdoing as alleged by the State of Nevada.

4       6.       Pursuant to NRS 598.0979(2), the Commissioner has the authority to accept  
5 an assurance of discontinuance with respect to any method, act, or practice deemed to be a  
6 deceptive trade practice from any person who is engaged, or is about to engage, in the  
7 method, act, or practice. Any such assurance must be in writing and must be filed with and  
8 subject to the approval of the district court in any county where any deceptive trade practice  
9 has occurred, or is about to occur, or the district court agreed to by the parties, pursuant to  
10 NRS 598.0995. Upon acceptance by the court, the assurance becomes the order of the court.  
11 An assurance of discontinuance is not an admission of guilt or liability for any purpose,  
12 except that any failure to comply with the provisions of the assurance is enforceable in the  
13 same manner as provided in NRS 598.0971(7).

14       7.       In order to forego the cost and uncertainties of litigation, the parties, and each  
15 of them, hereby stipulate and agree as follows:

16 **III. STIPULATION**

17       8.       Frontier has agreed to a voluntary compromise of disputed claims.

18       9.       The State and Frontier have agreed on a basis for the settlement of the  
19 matters in dispute between them.

20       10.       Frontier, by entering into this Assurance, does not admit any wrongdoing.  
21 Additionally, Frontier denies any liability that would arise from the allegations in this  
22 Assurance.

23       11.       The State and Frontier agree that this Assurance does not constitute evidence  
24 or an admission regarding the existence or non-existence of any issue, fact, or violation of  
25 any law, including NRS 598 et seq. This Assurance is made without trial or adjudication  
26 of any issues of fact or law or finding of liability of any kind.

27       12.       The State and Frontier recognize and state that this Assurance is entered into  
28 voluntarily and that no promises, other than what is contained in this Assurance, or threats

1 have been made by the State or any member thereof to induce Frontier to enter into this  
2 Assurance.

3 13. The State and Frontier hereby waive their right to appeal from this  
4 Assurance, except that the State and Frontier, and each of them, agree that this Court  
5 shall retain jurisdiction for the purposes of enforcement of this Assurance. The State and  
6 Frontier hereby agree to the entry of the following Assurance.

#### 7 IV. DEFINITIONS

8 14. The following terms shall have the following meanings in this Assurance  
9 unless otherwise required by the context or defined.

10 15. "Clearly and conspicuously" means that the statement, representation or term  
11 being disclosed is of such size, color, contrast, and/or audibility and is so presented as to be  
12 readily noticed and understood by the person to whom it is being disclosed. If such  
13 statement is necessary as a modification, explanation or clarification to other information  
14 with which it is presented, it must be presented in close proximity to the information it  
15 modifies, in a manner so as to be readily noticed and understood. In addition to the  
16 foregoing, in interactive online media, the disclosure shall also be presented prior to the  
17 consumer incurring any financial obligation.

18 16. "Congestion report" means Frontier's "Monthly DSLAM Congestion Report,"  
19 which provides congestion information for all DSLAM uplinks and the circuits that affect  
20 more than one DSLAM, including Host, Aggregator, and BRAS uplinks.

21 17. "DSLAM" means a digital subscriber line access multiplexer, which is a  
22 network device that receives signals from multiple DSL connections and transmits those  
23 signals to a backbone line.

24 18. "Effective Date" shall mean the date upon which this Assurance is accepted  
25 by the court.

26 19. "Provision" or "provisioning" refers to the network setting of the maximum  
27 speed at which a consumer's service will be set, i.e., the maximum speed a consumer's  
28 service will be capable of achieving.

20. "Parties" shall mean Frontier and the State as defined in Paragraphs 1 and 2.

## V. APPLICATION

21. Unless a term limit for compliance is otherwise specified within this Assurance, Frontier's obligations under this Assurance shall remain in effect for forty-eight (48) months from the date of this Assurance. Thereafter, Frontier shall continue to comply with all applicable federal and state laws. Nothing in this Assurance shall relieve Frontier of other obligations imposed by any applicable state or federal law or regulation or any other applicable law.

22. Frontier shall not engage in conduct in violation of any applicable laws, including but not limited to NRS 598.0903 et seq., and expressly agrees and acknowledges that the State thereafter may commence a civil action or proceeding, in addition to any other appropriate investigation, action, or proceeding.

23. All terms in this Assurance, including all programmatic relief provided for herein, are expressly limited to wireline broadband internet service advertising and internet service provided by Frontier to Nevada residential consumers.

### Advertising Internet Speeds

24. In all advertising of internet speeds, Frontier shall make clear and conspicuous disclosures that comply with applicable Federal Trade Commission guidelines and Nevada law.

25. In all advertising of internet speeds, Frontier shall describe the offered product speed as "wired" and provide a link or a website location to a clear and conspicuous disclosure (a) that the maximum speed in a tier is the highest speed a consumer could obtain; (b) that average speed may be slower; and (c) that actual speed is subject to multiple factors.

26. Clearly and conspicuously, and in proximity to the offered wired product speed, Frontier shall state that WiFi speeds may vary.

27. In all advertising of internet product speeds, Frontier shall provide a link or a website location to a clear and conspicuous disclosure that actual internet speed

experienced in the home environment might vary as a result of (a) the effect of WiFi; (b) multiple users on the same account; (c) device limitations; and/or (d) network congestion.

28. For television and radio ads that identify specific internet product speeds, Frontier shall clearly and conspicuously disclose that the advertised speeds may not be available in a consumer's area.

29. For internet ads, Frontier shall clearly and conspicuously disclose that speeds may vary based on the consumer's physical location.

30. For mailer advertisements, Frontier shall not advertise speeds in excess of what is available, based on consumers' geographic areas or neighborhoods, to the consumers who receive such advertisements.

31. For all new internet customers, Frontier shall clearly and conspicuously disclose, at or before the point of sale, the range of speeds the customers are likely to receive, and the impact such speeds may have on access to various internet services, e.g., streaming or gaming. Within 10 business days of enrolling new internet customers, Frontier shall provide a written notice to such customers that clearly and conspicuously discloses the speed at which the customers are provisioned and, in conjunction with such notice, shall offer its consumers who are provisioned at a speed less than the maximum speed of the range for the tier level they are subscribing to or higher the options to (a) continue with their current service plan; (b) discontinue service with no additional fee or charge for installation; or (c) migrate to a different service package with a lower service speed.

32. Within 120 days after the Effective Date, Frontier shall issue a written notice to each of its current customers who is provisioned at less than 100% of the maximum speed of the range for each customer's speed tier. Such notice shall be in the form of a separate mailing to each customer and an email to each customer for whom Frontier has an email address. Such notice shall inform customers of the speed at which they are provisioned, the range of speeds they are likely to achieve, and the impact such speeds may have on their access to various internet services, e.g., streaming or gaming. In conjunction with

1 such notice, Frontier shall offer its consumers the options to (a) continue with their current  
2 service plan; (b) discontinue service with no additional fee; or (c) migrate to a different  
3 service package with a lower service speed. Frontier shall inform the State when it plans  
4 to issue this notice and provide the State with a copy of the notice at least ten (10) business  
5 days prior to transmission.

6 33. Beginning 120 days after the Effective Date, if any customer contacts Frontier  
7 to inquire about their provisioned internet speeds, Frontier shall disclose the speed at  
8 which the customer is provisioned, and, for customers who are provisioned at a speed less  
9 than the maximum speed of the range for the tier level they are subscribing to or higher,  
10 Frontier shall offer such customers the options to (a) continue with their current service  
11 plan; (b) discontinue service with no additional fee; or (c) migrate to a different service  
12 package with a lower service speed.

13 34. In all advertising of internet speed, where internet speeds for particular speed  
14 tiers are specified, including but not limited to communications with existing customers,  
15 Frontier shall specify the range of speeds available for that tier, e.g., "6.1 Mbps to 12 Mbps  
16 download."

17 35. Frontier shall not unilaterally discontinue internet service to consumers  
18 solely on account of entering into this Assurance. For customers provisioned at less than  
19 90% of the maximum speed of the range for the tier level they are subscribing to, Frontier  
20 may notify customers of the limitations on service speed or Frontier's ability to consistently  
21 provide a reliable service available to their location and allow the customer to terminate or  
22 retain the service with limited speed and/or reliability. Notwithstanding this provision,  
23 following notification to impacted customers, Frontier may elect to no longer provide  
24 service to certain customers based on the customers' location or inability to provide certain  
25 service speeds or consistently reliable service.

#### 26 **Provisioned Internet Speeds**

27 36. Frontier shall provision customers subscribing to new internet service at a  
28 minimum of 90% of the maximum speed of the range for the tier level they are subscribing

1 to or higher. If such customers cannot be provisioned at 90% of the maximum speed of the  
2 range for the tier level they are subscribing to or higher, Frontier shall notify customers  
3 that they cannot be provisioned at 90% or higher and Frontier shall offer to move customers  
4 to the next lower product tier in which they can be provisioned at 90% or higher of the  
5 maximum speed of the range for the tier.

6 37. Should any consumers wish to subscribe to Frontier's internet service in an  
7 area served by a DSLAM in which Frontier will provision them at 3 Mbps or lower, Frontier  
8 shall clearly and conspicuously disclose the limitations on its internet services and that  
9 such limitations may impact the consumers' ability to "stream" services.

10 **Reliable Access to Online Content and Services**

11 38. If Frontier advertises "reliable" access to particular online content and  
12 services (e.g., streaming), it shall clearly and conspicuously disclose limitations on  
13 Frontier's internet service and that there may be an impact on customers' ability to access  
14 such content.

15 39. Frontier shall continue to generate its internal congestion reports on a  
16 monthly basis.

17 40. For existing customers served by DSLAMs for which Frontier's internal  
18 congestion reports indicate "Critical" for any consecutive 3-month period in a particular  
19 DSLAM area, Frontier shall issue a written notice to those customers informing them of  
20 (a) the speed at which they are provisioned; (b) the speeds they are likely to achieve; and  
21 (c) that the limitations of those speeds may impact various internet services, e.g., streaming  
22 or gaming. Such notice shall be in the form of a separate mailing to each customer and an  
23 email to each customer for whom Frontier has an email address. In conjunction with this  
24 notice, Frontier shall offer such customers the option to discontinue internet service with  
25 no additional fee.

26 41. Should any consumers wish to subscribe to Frontier's internet service that  
27 will be serviced by a DSLAM area in which Frontier's internal congestion reports indicate  
28 "Critical" for any consecutive 3-month period, Frontier shall provide additional clear and



conspicuous disclosures that various factors may impact Frontier's internet services in that DSLAM area.

42. Should Frontier's internal congestion reports in any particular DSLAM area indicate "Critical" in any consecutive 3-month period, Frontier shall discontinue selling internet service to new customers in such DSLAM area.

#### **Training, Customer Service, Sales Practices, and On Sight Servicing**

43. Frontier shall prepare training materials and a training program for its customer service representatives, field technicians, and sales force agents that accurately and comprehensively cover:

- a. the requirements of this Assurance, including both prohibited practices and affirmative requirements;
- b. the factors that affect residential customer experience in the home, including the effects of WiFi and multiple users on experienced internet speed; and
- c. that Frontier customer service representatives, field technicians, and sales force agents may not suggest to customers or prospective customers that they need a particular higher speed for certain activities or applications, or that a particular speed is particularly well suited for certain activities or applications, where lower speeds would suffice for such activities or applications.

#### **Oversight/Monitoring**

44. Upon the execution of this Assurance, Frontier shall commence efforts toward fulfilling the requirements set forth herein and unless otherwise provided herein shall comply with items 21 through 43 no later than 120 days after the Effective Date.

45. Frontier shall maintain records sufficient to show compliance with items 21 through 43, above, for four years.

46. Frontier shall submit quarterly compliance reports for a period of three years to the Bureau of Consumer Protection detailing its compliance with the requirements set

1 forth in this Assurance, with the initial report to be submitted to the Bureau of Consumer  
2 Protection by November 1, 2019. This report shall be in writing and shall set forth in detail  
3 the manner and form of compliance with this Assurance. This report shall be signed by  
4 Frontier. Thereafter, a report of compliance shall be submitted to the Bureau of Consumer  
5 Protection on a quarterly basis for the following three (3) years. Such reporting shall  
6 include, at minimum:

- 7 a. A report and representative copy of all notices that were sent to  
8 customers in accordance with paragraphs 31, 32 and 40;
- 9 b. A report and representative copy of all disclosures provided to  
10 customers in accordance with paragraphs 24-41;
- 11 c. A summary of all training activity that took place in accordance with  
12 paragraph 43, including a representative copy of training materials;
- 13 d. A summary of each DSLAM that was deemed to be at a congestion level  
14 of "Critical" for any consecutive 3-month period, and the remedial measures  
15 taken in response;
- 16 e. Capital expenditures that were made during the reporting period,  
17 including amount spent, location where spent, a description of the capital  
18 improvements that were made, and a summary of the effect of such  
19 improvements on the number of consumers receiving new or improved  
20 internet service;
- 21 f. A summary of all customer credits that were issued in accordance with  
22 paragraph 50; and
- 23 g. A representative sample of all advertising of internet speed and/or  
24 reliability made during the reporting period.

25 47. In any case where the circumstances warrant, the State may require Frontier  
26 to submit an interim report of compliance upon thirty (30) days' notice.

## 27 **VI. MONETARY CONTRIBUTIONS**

28 48. Frontier agrees to make an investment of \$1,000,000 in capital expenditures

1 to provide or enhance internet services in Nevada, primarily in Elko County, over the three-  
2 year period following the effective date of this Assurance, in addition to the Frontier  
3 expenditures to fulfill: (a) the Federal Communications Commission's Connect America  
4 Fund build out requirements; or (b) any Nevada grant internet broadband funding build  
5 out requirements. Such expenditures shall be made in furtherance of improvement to  
6 internet service to locations that are not within the build-out requirements of these subsidy  
7 commitments.

8 49. The \$1,000,000 investment described in paragraph 48 is not a fine, penalty or  
9 disgorgement of funds.

10 50. Beginning 12 months and concluding 36 months after the effective date,  
11 Frontier shall credit one-half the monthly internet charges to individual customers for all  
12 months in which: (i) Frontier fails to provision such customers at least 90% of the highest  
13 speed of the range of the tier level to which they are subscribed or higher, unless the  
14 customer has been advised in writing of the option to subscribe to a lower speed tier level  
15 and elected not to subscribe to the lower speed tier level service and (ii) at least 100% of  
16 the speed at which they were informed they were provisioned.

17 51. Frontier is further subject to a suspended penalty of \$1,000,000. The State  
18 has determined to suspend the penalty based upon, among other things, the financial  
19 results that appear in Frontier's Forms 10-K and 10-Q, including Frontier's most recent  
20 10-K dated February 28, 2019. The suspended penalty is to become immediately due and  
21 payable to the State if a court of competent jurisdiction determines that

22 a. Frontier fails to timely make the investments and payments described  
23 in paragraphs 48 and 50; or

24 b. Frontier has materially misrepresented its financial circumstances in  
25 its Forms 10-K and 10-Q that served as a basis for the State's agreement to  
26 suspend payment of the \$1,000,000 penalty.

## 27 **VII. ENFORCEMENT**

28 52. If the State believes that Frontier has violated any provision of this

Assurance, prior to taking any action to enforce, the State shall notify Frontier, identifying the alleged violations. Frontier shall have 30 days ("Cure Period") from the date of the notice to take action to cure the alleged violation and provide the State with a written explanation of the corrective actions taken. In the event the State contends that the alleged violation has not been cured following the Cure Period, the State may seek judicial enforcement without further notice to Frontier and without Frontier having waived any defenses to any alleged breach. Notwithstanding and in addition to the foregoing, if Frontier fails to timely make the investments and payments described in paragraphs 48 and 50, the State reserves the right to seek specific performance of the such investments and/or payments.

53. Violation of any provision of this Assurance as determined by a court may subject Frontier to civil penalties of up to \$10,000 per violation (NRS 598.0999).

54. Frontier shall not represent or imply that the Attorney General, the State of Nevada, the Department of Business and Industry, or any other agency thereof has approved any of Frontier's actions in Nevada or has approved any of Frontier's past, present or future business practices in Nevada.

55. The State shall not represent or imply that Frontier admits or acknowledges any wrongdoing for its past or present business practices in Nevada.

## **VIII. RELEASE AND SETTLEMENT OF CLAIMS**

56. By its execution of this Assurance, the State of Nevada releases Frontier and all of its past and present affiliates over which it has a controlling interest, subsidiaries and divisions, predecessors, successors, and assigns (collectively, the "Released Parties") from the following: all civil claims, causes of action, damages, restitution, fines, costs, attorney fees and penalties that the Nevada Attorney General and the Department of Business and Industry Nevada Consumer Affairs has asserted or could have asserted against the Released Parties relating to or resulting from their investigation and any claims relating to or resulting from Frontier advertising, marketing, selling, providing,

1 charging or billing for Internet services for the period up to and including the Effective  
2 Date.

3 57. Within ten (10) days after the execution of this Assurance, the State of  
4 Nevada, Department of Business and Industry, Nevada Consumer Affairs Unit, will  
5 dismiss with prejudice its Order to Show Cause against Frontier, Case No. NCA 18-  
6 001632.

7 58. Notwithstanding any term of this Assurance, specifically reserved and  
8 excluded from the release in Paragraph 56 as to any entity or person, including Released  
9 Parties, are any and all of the following:

10 a. Any criminal liability that any person and/or entity, including  
11 Released Parties, has or may have to the State of Nevada.

12 b. Any civil or administrative liability that any person and/or entity,  
13 including Released Parties, has or may have to the State of Nevada not  
14 expressly covered by the release in Paragraph 56 above, including, but not  
15 limited to, any and all State or federal unfair trade practice or antitrust  
16 violations.

17 59. Nothing contained in this Assurance shall relieve Frontier of its obligations  
18 it maintains under any other Assurance or agreement relating to any service.

19 **IX. RETENTION OF JURISDICTION**

20 60. Jurisdiction is retained by this Court for the purpose of enabling the State or  
21 Frontier to apply to the Court at any time for such further orders and directions as may be  
22 necessary or appropriate for the construction or implementation of any of the provisions of  
23 this Assurance, for the enforcement or compliance herewith, and for the punishment of any  
24 violations hereof. Nothing in this provision shall give standing to any person not a party  
25 to the Assurance to seek any relief related to it.

26 **X. AGREEMENT OF THE PARTIES**

27 61. The State and Frontier have stipulated to entry of this Assurance. This  
28 Assurance constitutes the entire agreement of the parties with respect to the subject matter

1 hereof and supersedes all prior agreements and understandings relating to the subject  
2 matter hereof. No evidence of any prior oral or written agreement shall be admissible in  
3 any proceeding for any purpose absent written consent of all parties to this Assurance.

4 62. This Assurance shall not constitute an admission of wrongdoing by Frontier,  
5 nor shall it be cited as such by the State. The Assurance shall not be admissible in any  
6 other proceeding as evidence of wrongdoing or a concession of responsibility.

7 63. The parties agree that if either party issues a press release or any public  
8 statement related to this Assurance, that party will provide reasonable notice to the other  
9 party.

10 64. Frontier has read and understand this Assurance and enters into it  
11 voluntarily, having been advised by its undersigned counsel of the meaning and effect of  
12 each provision of this Assurance.

## 13 **XI. HEADINGS**

14 65. Article headings contained in this Assurance are inserted for convenience of  
15 reference only, and shall not be deemed to be part of this Assurance for any purpose, and  
16 shall not in any way define or affect the meaning, construction or scope of any of the  
17 provisions of it.

## 18 **XII. CONFLICT WITH SUBSEQUENT LAW**

19 66. In the event that any applicable law conflicts with any provision hereof,  
20 making it impossible for Frontier to comply both with the law and with the provisions of  
21 this Assurance, the provisions of all applicable laws shall govern.

## 22 **XIII. NO THIRD PARTY BENEFICIARIES INTENDED**

23 67. This Assurance is not intended to confer upon any person any rights or  
24 remedies, including rights as a third party beneficiary. This Assurance is not intended to  
25 create a private right of action on the part of any person or entity other than the parties  
26 hereto. Nothing contained in this Assurance shall be construed to deprive any Nevada  
27 consumer or other person or entity of any private right otherwise available under the law.  
28

1 **XIV. COUNTERPARTS**

2 68. This Assurance may be signed in one or more counterparts, each of which shall  
3 be deemed an original. Electronic copies of this Assurance and the signatures hereto may  
4 be used with the same force and effect as an original.

5 **XV. AMENDMENT**

6 69. This Assurance may be amended solely by written agreement signed by the  
7 State and Frontier.

8 **XVI. SERVICES OF NOTICES AND PROCESS**

9 70. Service of notices, reports, and process required or permitted by this  
10 Assurance or its enforcement shall be in writing and delivered or served (as appropriate)  
11 on the following persons, or any person subsequently designated by the parties:

12 For Frontier:

13 Kevin Saville  
14 Senior Vice President & General Counsel  
15 Frontier Communications Corporation  
16 401 Merritt 7  
Norwalk, CT 06851

17 For State:

18 Laura M. Tucker  
19 Senior Deputy Attorney General  
20 Office of the Nevada Attorney General  
21 Bureau of Consumer Protection  
8945 W. Russell Road, Suite 204  
Las Vegas, NV 89148

22  
23 ///

24 ///

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26 ///

27 ///

28 ///

1 Dated this 18<sup>th</sup> day of April, 2019.

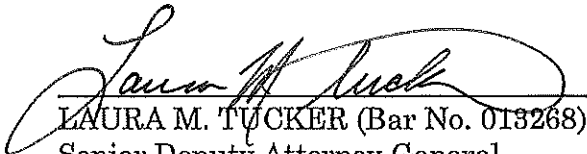
2 SUBMITTED BY:

3 AARON D. FORD

4 Attorney General

5 ERNEST D. FIGUEROA

6 Consumer Advocate

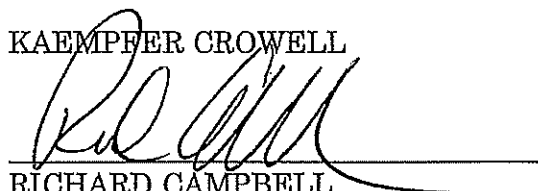
7   
8 LAURA M. TUCKER (Bar No. 013268)

9 Senior Deputy Attorney General

10 MICHELLE C. NEWMAN (Bar No. 013206)

11 Deputy Attorney General

12 KAEMPFER CROWELL

13   
14 RICHARD CAMPBELL

15 Nevada Bar No. 1832

16 50 West Liberty Street, Suite 700

17 Reno, NV 89501

18 (775) 852-3900

19 Local Counsel for Frontier Communications  
20 Corporation

21 

22 KEVIN SAVILLE

23 Senior Vice President & General Counsel

24 Frontier Communications Corporation

25 401 Merritt 7

26 Norwalk, CT 06851

27 (203) 614-5030




1 Dated this \_\_\_\_ day of April, 2019.

2 SUBMITTED BY:

3 AARON D. FORD  
4 Attorney General  
5 ERNEST D. FIGUEROA  
6 Consumer Advocate

7  
8 LAURA M. TUCKER (Bar No. 013268)  
9 Senior Deputy Attorney General  
10 MICHELLE C. NEWMAN (Bar No. 013206)  
11 Deputy Attorney General

12 KAEMPFER CROWELL

13   
14 RICHARD CAMPBELL  
15 Nevada Bar No. 1832  
16 50 West Liberty Street, Suite 700  
17 Reno, NV 89501  
18 (775) 852-3900

19 Local Counsel for Frontier Communications  
20 Corporation

21 

22 KEVIN SAVILLE  
23 Senior Vice President & General Counsel  
24 Frontier Communications Corporation  
25 401 Merritt 7  
26 Norwalk, CT 06851  
27 (203) 614-5030  
28

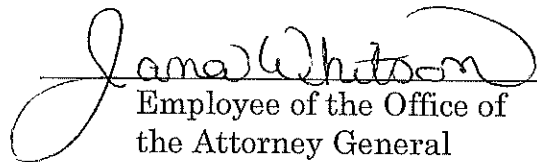
CERTIFICATE OF SERVICE

I certify that I am an employee of the Office of the Attorney General, Bureau of Consumer Protection, and that on this 24th day of April, 2019, I served the ASSURANCE OF DISCONTINUANCE upon all parties of record in this proceeding by emailing or by mailing via First-class mail a true copy thereof, properly addressed with postage prepaid or forwarded as indicated below to:

Richard Campbell, Esq.  
50 West Liberty St., Suite 700  
Reno, NV 89501

Kevin Saville  
Frontier Communicatiions Corporation  
401 Merritt 7  
Norwalk, CT 06851

Laura Tucker, Deputy Attorney General  
Office of the Attorney General  
Bureau of Consumer Protection  
8945 W. Russell Rd., #204  
Las Vegas, NV 89148

  
Employee of the Office of  
the Attorney General