

EXHIBIT C

MODIFIED STIPULATION OF SETTLEMENT PURSUANT TO MINN. STAT. § 237.076

Pursuant to Minn. Stat. § 237.076 (2018) Frontier Communications of Minnesota, Inc. (“Frontier-MN”) and Citizens Telecommunications Company of Minnesota, LLC (“CTC-MN”) (collectively “Frontier”) proposes, and the Minnesota Department of Commerce (“Department”) (individually “Party” or collectively the “Parties”) hereby agrees to and supports the acceptance by the Minnesota Public Utilities Commission (“Commission”) of this Modified Stipulation of Settlement (“Modified Settlement”). An Index of Topics covered in this Modified Settlement is attached as Exhibit 1.

I. INTRODUCTION

The Modified Settlement provides: (1) a proposed process under which Frontier will offer customer remedies for certain past events that occurred during a period of time that begins with commencement of the most recent Frontier Alternative Form of Regulation (“AFOR”) plans, and after the expiration of those plans, through the date of service of the Claims Notice, as defined in Section II below, which shall occur within 90 days following the January 22, 2020 Commission Order Approving Settlement as Modified (“January 22, 2020 Order”) as described in Section II below; (2) steps Frontier will take to improve future service quality, customer service, and billing practices, and comply with Minnesota law as described in Section III below, including regular reporting demonstrating that it has taken those steps; and (3) ongoing service quality performance with metrics that provide for customer remedies if the standards are not met.

A. Time Period of Modified Settlement:

All remedies and reporting required under this Modified Settlement that extend beyond what is provided for in the Commission’s rules will terminate two years after the January 22, 2020 Order if Frontier is in Substantial Compliance (as defined in Section IV.B, below) with satisfying the requirements and reporting set forth in this Modified Settlement, as provided in Section IV.B. below. If Frontier fails to meet the Substantial Compliance requirements for one or more of the Service Quality Metrics (described in Section IV.A. below), the obligations relating to such Service Quality Metrics may continue in effect as provided in Section IV.B. below.

B. Reporting Verification:

All reports required under this Modified Settlement will be reviewed and submitted by the Frontier State Operations Director, or someone in a comparable position, who will state by affidavit or affirmation that he or she has reviewed the report, has undertaken a reasonable investigation to confirm its veracity, and based on that investigation, believes it to be accurate.

All reports will be submitted to the Commission via the eFiling system in accordance with Minn. Stat. section 216.17, subd. 3 and the Commission’s Rules of Practice and Procedure (Chapter 7829). Reports that contain not-public data, if marked by Frontier consistent with the Commission’s rules, will only be available to persons authorized to view not-public data.

If the Department believes that any of the information filed in a report is inaccurate, the Department may make any investigation it deems appropriate, including a reasonable factual inquiry of Frontier, and Frontier will reasonably cooperate. If any person or entity is not satisfied with a report, that person or entity may efile an objection to a report, and Frontier shall have 10 working days to address the objection and re-submit the report. If any person or entity objects to a resubmitted report, that person or entity may request the Commission to determine, after notice and comment by Frontier

January 22, 2020 Order: Frontier agrees to a process that will enable customers to identify and make claims for service related issues: (1) based on remedies in the Frontier-MN AFOR (which started on March 1, 2015 and ended on February 28, 2018) and the CTC-MN AFOR (which started on November 1, 2015 and ended on October 31, 2018); and (2) based on applicable Minnesota rules occurring between January 1, 2017 through the date of service of the Claims Notice, as defined in Section II below. That process is described below in Section II.

G. Future Customer Remedies:

Frontier will in good faith improve telephone services and comply with all applicable Minnesota rules and laws. Customer remedies for future telephone services are provided below. The date of the event triggering the remedy shall be considered the date of the future remedies under this Section for the purpose of determining whether the remedy is within the time period of the Modified Settlement. Frontier will file a quarterly report as provided in Section I. B above detailing all customer remedies paid pursuant to Section I.G.1 through I.G.6 below. Those customer remedies, subject to the exclusions based on Uncontrollable Events and Common Causes described in Section V below, will begin the day following the date of service of the Claims Notice, as defined in Section II below, and are as follows:

1. Installation:

If Frontier is unable to provide primary local exchange telephone service within three business days of being requested, or on a later date for installation if requested by the customer (without any extension of or limitation to the installation date by Frontier), Frontier will waive the one-time installation charge for primary line connections.

2. Out of Service:

If Frontier fails to reinstate basic primary residential or business telephone service within 24 hours of being reported to Frontier, or a later date for repair if requested by the customer without repair date limitations or delays prompted by Frontier's representatives, processes, or systems, Frontier will provide the customer a daily pro rata adjustment (i.e., 1/30th) of the monthly local telephone service recurring charge ("Daily Pro Rata Adjustment") as provided in Minn. R. 7810.1400, subp. 2 and a daily credit of \$5 for a residential customer or \$10 for a business customer, beginning 24 hours after the report of the outage. Except as provided in Section V, for telephone service outages that last longer than 10 days, a credit of \$10 per day for residential customers or \$20 per day for business customers will be provided for the 11th and succeeding days. If more than 50 customers are affected by a common cause event as described in Section V.B. below causing an outage, these customers will receive only the Daily Pro Rata Adjustment after 24 hours, as provided in Minn. R. 7810.1400, subp. 2.

3. Service Impairment:

Static, cross talk, inadequate volume, intermittent transmission, and other noise that impairs telephone service communications will be addressed as provided in Section III.R below. Trouble reports of static, cross talk, or other noise that are determined to arise within Frontier facilities (not on the customer side of the demarcation point) and that result in an inability to use the telephone service will be eligible for credits equivalent to the credits provided for Out of Service conditions in I.G.2 above.

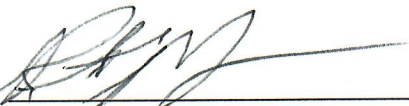
4. Repeat Trouble:

For instances of the same trouble for telephone service reported on the same access line within 30 days, Frontier will credit a residential customer \$10 for each like-occurrence

AGREED TO BY:

FRONTIER COMMUNICATIONS OF
MINNESOTA, INC.

Dated: February 3, 2020

By: 
Kenneth Mason
Senior Vice President – Federal Regulatory Affairs

CITIZENS TELEPHONE COMPANY OF
MINNESOTA, LLC

Dated: February 3, 2020

By: 
Kenneth Mason
Senior Vice President – Federal Regulatory Affairs

AGREED TO BY:

A handwritten signature in black ink that reads "Steve Kelley". The signature is written in a cursive style with a horizontal line underneath it.

Steve Kelley
Commissioner
Minnesota Department of Commerce

January 30, 2020
Date