

STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger
David C. Boyd
Nancy Lang
J. Dennis O'Brien
Betsy Wergin

Chair
Commissioner
Commissioner
Commissioner
Commissioner

IN THE MATTER OF

The Farmers Mutual Telephone Company
Complaint Against Frontier Communications
Of Minnesota, Inc., re Early Termination Fees

PUC Docket No. 13-941

**MOTION TO DISMISS OF
FRONTIER COMMUNICATIONS OF MINNESOTA, INC.**

Frontier Communications of Minnesota, Inc. ("Frontier") hereby submits this Motion to Dismiss the Complaint and Request for Temporary Relief ("Complaint") filed by Farmers Mutual Telephone Company ("Farmers"). The Commission may dismiss a complaint if it determines either that it does not have jurisdiction over the complaint or that there is no reasonable basis to investigate the allegations. In this case, the Commission has multiple bases on which to dismiss the Farmers' Complaint including that: (1) Farmers acknowledges in its Complaint that Frontier bills an early termination fee on customers for "High-Speed Internet service," which is not regulated or within the scope of the Commission's jurisdiction; (2) there is no basis to investigate the Complaint with respect to the Digital Phone service because Frontier fully notifies its customers of the applicable rates, terms and conditions, including the service agreement term and auto-renewal provision both at the time service is ordered and monthly on the bills customers receive; and/or (3) Farmers' Complaint is premature since Farmers did not seek to mediate its issues with Frontier prior to initiating a complaint as required by its interconnection agreement with Frontier.

ARGUMENT

Section 7829.1800 of the Commission's rules provide the standard for dismissing a Complaint as follows:

Initial Commission Review.

The Commission shall review a formal complaint as soon as practicable to determine whether the Commission has jurisdiction over the matter and to determine whether there are reasonable grounds to investigate the allegation. On concluding that it lacks jurisdiction or that there is no reasonable basis to investigate the matter, the Commission shall dismiss the complaint.

Thus, if the Commission determines that it does not have jurisdiction over the subject matter of the Farmers' Complaint and/or it determines that there is no basis to investigate the matter, the Commission must dismiss the complaint. Here, the Farmers' Complaint can be dismissed for both of these reasons.

I. The Portions of Farmer's Complaint Which Relate to Frontier's High-Speed Internet Services Are Outside the Commission's Jurisdiction and Must be Dismissed.

In paragraph 5 of its Complaint, Farmers acknowledges that the Commission's jurisdiction pursuant to Minn. Stat. § 237.081 is limited to investigating the inadequacy or availability of "telephone service." Nevertheless, Farmers asks the Commission to exceed its jurisdictional bounds and consider the imposition of early termination fees related to "High-Speed Internet" service. Complaint ¶ 8. As explained in more detail below, Farmers' evidentiary submissions make this fact clear—the two example customer bills attached to its Complaint relate to early termination fees applied to Internet service subscribers.

High-Speed Internet service is not a telephone service. It is not (nor has it ever been) tariffed with the Commission or subject to the jurisdiction of the Commission.¹ The Federal Communications Commission (“FCC”) has made it clear that Internet service is not a telecommunications service or telephone service. Rather, Internet broadband service is an “information service” subject to the exclusive jurisdiction of the FCC. See generally *In re Appropriate Framework for Broadband Access to Internet over Wireline Facilities*, 20 F.C.C. Rcd. 14853 (Aug. 5, 2005) ¶14. Both the federal district court in Minnesota and the Eighth Court of Appeals have upheld the FCC’s exclusive jurisdiction over Internet services and previously enjoined the Minnesota Commission’s attempts to regulate Internet services. *In re Vonage Holdings Corp.*, 19 F.C.C.R. 22404, 22424 at ¶ 32 (2004); *Vonage Holdings Corp. v. The Minnesota Public Utilities Comm’n.*, 290 F.Supp.2d 993 (D.Minn.2003) *affirmed Vonage Holdings Corp. v. The Minnesota Public Utilities Comm’n.* 394 F3d 568 (8th Cir. 2004).²

¹ Until December 2005, digital subscriber line (DSL) providers such as Frontier were required to file tariffs with the Federal Communications Commission (“FCC”) identifying the rates and terms and conditions of service. In 2005, the FCC deregulated Wireline Broadband Internet service, which includes DSL service, allowing Frontier and other companies to provide that service pursuant to terms set by contract. See *In re Appropriate Framework for Broadband Access to Internet Over Wireline Facilities*, 20 F.C.C. Rcd. 14,853 (Aug. 5, 2005). Since December 2005 Frontier’s customers receive DSL service on a non-tariff basis. Instead of a tariff, Frontier provides Internet service pursuant to the terms and conditions posted on Frontier’s website (at www.frontier.com/terms) and which are communicated to customers through monthly bill messages and periodic mailings.

² Even if the Commission had jurisdiction regarding Frontier’s provision of Internet service, which it does not, there would be no reasonable basis to investigate the Farmers’ Complaint. Frontier’s provides High-Speed Internet service pursuant to the High Speed Internet residential terms of service included on its website. Each month the customer bill contains the following message:

Frontier is providing High-Speed Internet Service to its end user customers pursuant to the Terms and Conditions described at <http://www.frontier.com/terms>. In the past, Frontier filed this information with the Federal Communications Commission (FCC). As a result of recent FCC rulings, we are now providing High-Speed Internet service per these Terms and Conditions. If you have any questions, please call the customer service number on your bill.

These High-Speed Internet terms and conditions, specifically explain that an early termination fee will apply if the customer cancels service prior to the expiration of the service term:

By including Internet services in its Complaint, Farmers appears to hope that the Commission will ignore this clear jurisdictional precedent. Specifically, Farmers asks the Commission to investigate and find unlawful Frontier's provision of "High-Speed Internet" service. Complaint ¶ 8. In fact, the core of Farmer's Complaint relates to charges that only apply to High-Speed Internet service.

As noted above, the customer bills included in Attachment 1 to Farmer's Complaint, show early termination fees only related to Internet service. For example, page one of the bill dated April 16, 2013, includes a \$200 early termination fee related to Internet service, which is identified as "Term HS EDLP Term Penalty". The customer subscribes to High-Speed Internet Max for a two-year term in exchange for receiving a protected discounted service rate. See Exhibit 1, customer bills dated March 16, 2013 and April 16, 2013.³

Similarly, the bill dated April 20, 2013 for the second customer example included in Attachment 1 to the Farmers' Complaint reflects a \$200 early termination fee - identified as

Frontier provides discounted term arrangements, gifts, and/or promotions to customers that commit to a term contract arrangement. If you are a term customer, your Service is subject to the term commitment you agreed to. You understand and agree that you must continue to purchase the Services for a minimum term to receive any promotional offer. You agree to keep the Frontier Services during this initial term and all renewals. You must continue to purchase the Services for the minimum term agreed upon to receive the discounted rates. This term commitment will automatically renew for the same time period each time it expires unless you notify Frontier or we notify you of termination before the term commitment period ends. At the end of your term commitment, additional and/or different service and equipment charges may apply. If you do not fulfill the minimum term commitment or any renewal thereof, you will be liable for and agree to pay to Frontier a termination charge that you agreed to when ordering Service.

Customers subscribing to High-Speed Internet for a protected discounted term are also asked to electronically sign a service agreement acknowledging the agreement terms and conditions. Frontier has also mailed customers a copy of the High-Speed Internet Terms and Conditions as a special insert with the bill, which again identifies the applicable service terms, including information regarding the term agreement and early termination fees.

“HSI Loyalty Term Fee” - which relates to High Speed Internet service. Frontier has attached the March 20, 2013 and April 20, 2013 bills for this customer, which show not only that this customer subscribed to Frontier’s High Speed Internet “Broadband Max” service prior to cancelling service but also that this customer was not billed an early termination fee related to telephone or telecommunications services. See Exhibit 2.

The foregoing “example customers”, which Farmers elected to include with its Complaint, make it clear that Farmers is asking the Commission to investigate and make determinations regarding the provision of Internet service it does not regulate rather than telephone or telecommunication services which it does. Because Internet service is not regulated by or within the scope of the Commission’s jurisdiction, the Commission must dismiss the portions of Farmers’ Complaint that relate to Internet service. To the extent the Commission proceeds to investigate alleged early termination fee issues for other services included in the Farmers’ Complaint, the Commission must make it clear that its proceeding is limited to telephone and telecommunications services and excludes Internet service.

II. There is No Basis For Investigating the Farmers Complaint Because Frontier Fully Discloses the Applicable Agreement Term and Renewal Provisions At the Time Customers Order Discounted Digital Phone Service and On Each Subsequent Bill.

Frontier offers an intrastate/interstate Digital Phone service bundle, which provides customers both local telephone and long distance service. The intrastate components of the service are reflected in Frontier’s tariff on file with the Commission. The interstate long distance components of the Digital Phone service are provided by Frontier’s long distance affiliate -

³ This bill reflects one other early termination fee—identified as “Term DP EDLP Term Penalty”—of \$50. As explained more fully below, the Commission doesn’t regulate the interstate service to which this fee is attributable either. This fee relates to the interstate component of Digital Phone Essentials service and is reflective of the 10%

Frontier Communications of America, Inc. The Digital Phone long distance components, including the early termination fees related to the Digital Phone service bundle are included in the Frontier Communications of America interstate Domestic Informational Price List available at <http://carrier.frontiercorp.com/crtf/tariffs/u/172/ldsg/FCA%20DOMESTIC%20PRICELIST%207.26.13.pdf>. This Price List replaced Frontier Communications of America’s FCC tariff following the deregulation of long distance rates. The Price List for the Digital Phone Essentials service provides: *“If the customer terminates the service before the end of the term, a termination fee of up to \$200.00 applies.”* Domestic Information Price List at sheet 49.14. The Digital Phone service early termination fees are billed out of Frontier Communications of America’s interstate price list and are not part of the intrastate service Frontier offers. As a result, the Commission does not regulate the rates, terms and conditions associated with the interstate long distance service, including the early termination fees reflected in the interstate price list.⁴

Further, Frontier provides Digital Phone service in Minnesota pursuant to a one, two or three year price protection term arrangement under which the customer receives the service at a protected discounted rate during the term of the agreement. When a customer contacts Frontier about Digital Phone service, Frontier explains the rates, terms and conditions associated with the service, including the requirement that the customer agree to a minimum term service subscription in exchange for a “protected” discounted rate. Frontier also advises customers that term agreements will auto-renew unless the customer contacts Frontier to disconnect service.

service discount the customer enjoyed as a result of subscribing bundling High-Speed Internet Max and Digital Phone Essentials service and committing to a two year service.

⁴ Congress has given the FCC exclusive jurisdiction over “all interstate and foreign communication.” 47 U.S.C. 152(a).

This information is communicated to the customer both at the time service is ordered and when the customer is asked to affirm acceptance of these terms prior to the service order processing. Moreover, customers may contact Frontier with any questions regarding their service at any time and can review their service terms and conditions online at Frontier.com/terms.

Frontier also uses its bills as an additional means of regular communication with customers. In fact, every Frontier bill affirmatively informs customers of their service term and scheduled auto-renewal date. Farmers' own evidence illustrates this. For the first customer identified in Attachment 1 to Farmers' Complaint, the customer's Frontier bill contains Digital Phone service line item reflecting the customer's term commitment as follows:

**FRONTIER MONTHLY SERVICE CHARGES FROM
Digital Phone Essentials 2010 Term 2/08/11 - 2/07/13 32.99 ****

The monthly bill explicitly identifies the period the customer had agreed to subscribe to services – from February 8, 2011 to February 7, 2013. In addition, the customer's bill includes a message about the auto-renewal of the service term as follows:

“Your Digital Phone agreement will automatically renew effective 02/08/13.”

Upon the renewal in February 2013, the monthly Frontier reflected the updated period of service:

**FRONTIER MONTHLY SERVICE CHARGES FROM
Digital Phone Essentials 2010 Term 2/08/13 - 2/07/15 32.99 ****

Further, each Frontier monthly bill contains a message explaining:

“As you agreed, your Frontier service includes a 1-year (or multi-year) term commitment with convenient automatic renewal at the then applicable pricing (excluding promotions). If you wish to cancel your auto-renewal please call Frontier at least 30 days prior to your renewal data above. As noted on page 2 of every bill, visit Frontier.com/terms, Frontier.com/tariffs or call Customer Service for other important service Terms, Conditions and Policies.”

See Exhibit 1 to this Motion. Through these messages, the existence of a term commitment, its

length and date of termination, and the renewal provisions, are fully and regularly disclosed to customers on their bills. Further, these messages clearly and expressly direct customers to review and where to find important service terms, conditions and policies or to call Frontier's customer service if they have questions.

For those customers that subscribe to services with terms of two or more years, Frontier sends an email, which includes a hyperlink to the online terms and conditions associated with the service. Frontier instructs customers to read and review the terms and requests that they electronically acknowledge and accept them. These terms provide, in relevant part, that:

THIS ELECTRONIC DOCUMENT IS A LEGALLY BINDING AGREEMENT AND DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH FRONTIER COMMUNICATIONS AND ITS AFFILIATES ("FRONTIER" OR "WE") WILL PROVIDE "YOU" AS THE CUSTOMER WITH HIGH-SPEED INTERNET SERVICE AND/OR OTHER BUNDLED SERVICES, INCLUDING CERTAIN ENHANCED FEATURES AND LONG DISTANCE SERVICE ("Service"). AT THE END OF THIS AGREEMENT YOU WILL BE ASKED WHETHER YOU ACCEPT THESE TERMS AND CONDITIONS. YOU ARE REQUIRED TO ACCEPT THIS AGREEMENT TO RECEIVE DISCOUNTED SERVICE AND/OR THE "FREE" OR PROMOTIONAL OFFER.

YOU WILL HAVE TO USE THE SCROLL BAR TO SEE ALL OF THE TERMS AND CONDITIONS.

TERM COMMITMENT AND RENEWAL

You understand and agree that You must continue to purchase the Services for a minimum term to receive any promotional offer. You agree to keep the Frontier Services during this initial term and all renewals. If you purchased Frontier Services with a two (2) year or longer Price Protection Plan and you cancel a Frontier Service or Services early, You agree to pay Frontier a termination fee of \$200. If you purchased Digital Phone Essentials, Digital Phone Basic or High Speed Internet Lite with a two (2) year or longer Price Protection Plan and you cancel one of these Services early, You agree to pay Frontier a termination fee of \$50. . . .

The term commitment under this Agreement will automatically renew at the end of the term unless You notify Frontier or have notified Frontier or We notify You of termination before the term commitment period ends. The price for the Services during a renewal term will be the then-current price for Services at the beginning of the renewal term for a commitment period of the same length excluding any promotional prices. Price protection will apply during a renewal term on the same basis as it applies during the initial term. If

You do not renew your term commitment, additional and/or different service and equipment charges may apply.

The hyperlinked terms and conditions (which are identical to the online terms and conditions except for the customer acknowledgement) supplement the information, including pricing, described and disclosed to customers at the time service is ordered. In the instant matter, Frontier's electronic terms and conditions were electronically accepted by both of the two customers identified in Attachment 1 of the Farmers' Complaint.

Notably, Frontier's existing practice of describing the offered service, identifying the applicable service charges, and relying or referencing additional terms and conditions is consistent with the practice that Frontier and other telephone companies have employed in Minnesota for years. Historically, the service rates, terms and conditions associated with telephone service have been included in a tariff on file with the Commission. Today, in the highly competitive marketplace, many non-tariffed services are fully reflected in the Frontier online terms and conditions. To the extent a customer has any issues or concerns regarding a service, agreement term, renewal provision or early termination fee, the customer may review the applicable terms online and/or contract Frontier.

Frontier makes every reasonable effort to work with customers to resolve their questions and concerns and, if appropriate based on the customers individualized circumstances, Frontier may adjust a customer's service or the applicability of an early termination fee. In fact, for both of the two customer examples Farmers' referenced in the Attachment 1 to the Complaint, Frontier had previously credited the customers the very early termination charges reflected in the attached bills. Based on the foregoing, the Commission should find that there is no reasonable basis for further investigation because Frontier adequately discloses its service terms and

conditions, including price, early termination fees, and auto-renewal terms and dismiss Farmers' Complaint.

III. Farmer's Complaint is Premature and Must be Dismissed Because Farmers' Has Not Complied with the Dispute Resolution Terms Included in Its Interconnection Agreement with Frontier Which Requires Mediation Before a Complaint May be Filed.

In March 2009, Farmer's entered into an interconnection agreement with Frontier. The Commission approved the interconnection agreement in Docket 09-766. Section 8 of the Frontier/Farmers interconnection agreement requires the mediation of disputes prior to the initiation of a formal complaint as follows:

SECTION 8. DISPUTE RESOLUTION

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. *In the event that the Parties are unable to resolve a default or other dispute, the Parties shall then submit the matter to the Commission or another mutually agreed upon mediator for non-binding mediation.* If mediation is unsuccessful, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties and the dispute. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

(emphasis added).

The existing interconnection agreement between Farmers and Frontier requires the parties to informally mediate a dispute prior to initiating a formal complaint with the Commission. To date, Farmers has neither requested nor has there been any mediation of the issues raised in its Complaint. The Commission should respect the terms of the parties' negotiated contract and dismiss Farmer's Complaint to allow Farmers and Frontier an opportunity to resolve the matter through mediation, as contemplated in their interconnection agreement.

CONCLUSION

For the reasons stated above, the Commission must dismiss Farmers' Complaint with respect to Internet services because the Commission lacks jurisdiction over Internet services. With respect to the remaining non-Internet services included in the Complaint, the Commission should, in accordance with Section 7829.1800 of the Commission's rules, find that there is no reasonable basis to investigate the Complaint and/or find that the Complaint is premature in that Farmers' has failed to comply with the mediation requirements of its interconnection agreement with Frontier.

Dated October 21, 2013

Respectfully submitted,

FRONTIER COMMUNICATIONS OF MINNESOTA, INC.



Kevin Saville
Vice President & Associate General Counsel
2378 Wilshire Blvd.
Mound, Minnesota 55364
(952) 491-5564 Telephone
(952) 491-5577 Facsimile
Kevin.Saville@FTR.com

STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger
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IN THE MATTER OF

The Farmers Mutual Telephone Company
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PUC Docket No. 13-941

CERTIFICATE OF SERVICE

I, Kevin Saville, hereby certify that I have this day, served copies of the *Motion to Dismiss* upon the persons listed below by emailing a true and correct copy thereof.

| | |
|--|--|
| Gregory R. Merz Gray, Plant, Mooty, Mooty Bennett, P.A. 500 IDS Center 80 South Eighth Street Minneapolis, Minnesota 55402 | Assistant Attorney General Office of the Attorney General Residential Utilities Division 1400 Bremer Tower 445 Minnesota Street St. Paul, Minnesota 55101 |
| Linda Jensen Office of the Attorney General Department of Commerce 1400 Bremer Tower 445 Minnesota Street St. Paul, Minnesota 55101 | |

Dated this 21st day of October, 2013.



Kevin Saville

TEXT CODE: MNBBA
 PIN: 1795

PAGE 1 OF 3

Date of Bill 4/16/13
 Current Amount Due By Date 5/10/13

Account Number Total Amount Due \$236.24

Amount Paid

562322164 0

38760320769448602081120000236247

www.frontier.com
 Business

800-921-8102

Account Number Date of Bill 4/16/13

Amount of Last Bill 95.48
 Payments Received Thru 4/08/13 95.48CR
 Thank you for your payment]
 Balance Before Current Charges .00
 New Charges 236.24

Total Amount Due \$236.24

CURRENT BILLING SUMMARY

| Qty Description | Charge |
|---|--------|
| Local Service from 04/16/13 to 05/15/13 | |
| Basic Charges | |
| TumTiki (tumtiki.com) FREE | .00 |
| Prorated Charges-Detailed Below | 5.34CR |
| Federal Tax | .03CR |
| Federal USF Recovery Charge | .14CR |
| FCA Long Distance - Federal USF Surcharge | .08CR |
| MN State Sales Tax | .38CR |
| Total Basic Charges | 5.97CR |
| Optional Services | |
| Frontier Mail - Standard | .00 |
| Prorated Charges-Detailed Below | 192.27 |
| MN State Sales Tax | .06CR |
| Total Optional Services | 192.21 |
| Toll/Other | |
| Prorated Charges-Detailed Below | 50.00 |
| Total Toll/Other | 50.00 |
| TOTAL | 236.24 |

** ACCOUNT ACTIVITY **

| Qty Description | Order Number | Effective Dates | |
|-------------------------------|--------------|-----------------|--------|
| Prorated Charges | | | |
| Term DP EDLP Term Penalty | PROMOTION | 4/16 5/15 | 50.00 |
| Term HS EDLP Term Penalty | PROMOTION | 4/16 5/15 | 200.00 |
| Digital Phone Essentials 2010 | 066271862 | 4/12 4/15 | 4.40CR |
| Access Recovery Chrg-Res | 066271862 | 4/12 4/15 | .07CR |

| | | | | | |
|---|-----------|------|------|--------------|---------|
| | | | | Date of Bill | 4/16/13 |
| Federal Subscriber Line Charge | 066271862 | 4/12 | 4/15 | | .87CR |
| High Speed Internet Max | 066271862 | 4/12 | 4/15 | | 6.80CR |
| SE567 High Speed Internet Gateway Modem | | | | | |
| | 066271862 | 4/12 | 4/15 | | .93CR |
| | | | | Subtotal | 236.93 |
| | | | | Subtotal | 236.93 |

Detail of Frontier Com of America Charges

Toll charged to

| Ref # | Date | Time | Min | *Type | Place and Number Called | Charge |
|-------|--------|-------|-----|-------|-------------------------|--------|
| 1 | MAR 28 | 4:39P | 1.0 | DD | MONTEVIDEO MN | .00 Y |
| 2 | MAR 29 | 2:10P | 3.0 | DD | MARIETTA MN | .00 Y |
| 3 | APR 10 | 4:23P | 2.0 | DD | BELLINGHAM MN | .00 Y |
| | | | | | Subtotal | .00 |

Subtotal Minutes: 0.0 ***REP LINE ONLY

DIGITAL ESSENTIALS 30MIN LD Summary
 6 Mins. @ \$.00/Min. .00
 Previous Rollover Balance 214
 This Period Allowance 26
 Minutes Used 6
 Rollover Minutes Expired * 14
 Current Rollover Minutes 220

(*) Unused Rollover Minutes Expire After 12 Billing Periods

Calls on This Plan are Designated by Y

Legend Call Types:

DD - Day

Caller Summary Report

| | Calls | Minutes | Amount |
|---------------------|-------|---------|--------|
| Main Number | 3 | 6.0 | .00 |
| ***Customer Summary | 3 | 6.0 | .00 |

Caller Summary Report

| | Calls | Minutes | Amount |
|---------------------|-------|---------|--------|
| Intra-Lata | 3 | 6.0 | .00 |
| ***Customer Summary | 3 | 6.0 | .00 |

Date of Bill 4/16/13

Effective April 1, 2013, the Federal Universal Service Fund (USF) Surcharge applied to certain services is decreasing to 15.5%. The USF is critical to keeping service affordable in rural markets and provides discounts on communications services purchased by schools, libraries and rural health care providers. USF funds allow Frontier to continue to invest in high-cost areas bringing advanced services to our customers.

If you have Frontier as your long distance carrier, the Long Distance Federal USF Surcharge is also decreasing to 15.5%.

Frontier is providing High-Speed Internet Service to its end user customers pursuant to the Terms and Conditions described at <http://www.frontier.com/terms>. In the past, Frontier filed this information with the Federal Communications Commission (FCC). As a result of recent FCC rulings, we are now providing High-Speed Internet service per these Terms and Conditions. If you have any questions, please call the customer service number on your bill.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPINNBBA32032076956232MNLF-V21BUSPO 0694NY 0000000090000236.24
N N N N N N 800-921-8102

TEXT CODE: MNBBA
 PIN: 1795

PAGE 1 OF 3

Date of Bill 3/16/13
 Current Amount Due By Date 4/09/13

Account Number Total Amount Due \$95.48

Amount Paid

562322164 0

08709320769448602081100000095487

www.frontier.com
 Residential

800-921-8101

Account Number Date of Bill 3/16/13

Amount of Last Bill 290.91
 Payments Received Thru 3/05/13 290.91CR
 Balance Before Current Charges .00
 Current Charges 95.48

Total Amount Due \$95.48

FRONTIER MONTHLY SERVICE CHARGES FROM 3/16/13 to 4/15/13
 Digital Phone Essentials 2010 Term 2/08/13 - 2/07/15 32.99 **
 High Speed Internet Max Term 2/08/13 - 2/07/15 49.99 **
 TumTiki (tuntiki.com) FREE .00
 SE567 High Speed Internet Gateway Modem 6.99 **
 Frontier Mail - Standard .00
 TOTAL MONTHLY SERVICE CHARGES 89.97

OTHER SERVICE CHARGES AND CREDITS
 Carrier Cost Recovery Surcharge .50
 TOTAL OTHER SERVICE CHARGES AND CREDITS .50

CUSTOM VALUE PRICING DISCOUNT
 **10% Custom Value Pricing Discount 9.00CR

TAXES AND OTHER CHARGES
 Federal Taxes and Charges* 9.04
 State Taxes and Other Charges* 4.97
 TOTAL TAXES AND OTHER CHARGES 14.01

TOTAL 95.48

Detail of Taxes and Other Charges on Pg.4 >

*Includes Basic Charges

DETAIL OF TAXES AND OTHER CHARGES
 DETAIL OF FEDERAL TAXES AND CHARGES*

Frontier
 Federal Tax .25
 Federal Subscriber Line Charge 7.00
 Federal USF Recovery Charge 1.13
 FCA Long Distance - Federal USF Surcharge .66
 TOTAL FEDERAL TAXES AND CHARGES 9.04

DETAIL OF STATE TAXES AND OTHER CHARGES*

Frontier
 MN State Sales Tax 3.05
 911/TELE-RELAY/TAP SURCHG .92

| | |
|-------------------------------------|-------|
| HSI Surcharge | 1.50 |
| HSI Surcharge Credit | .50CR |
| TOTAL STATE TAXES AND OTHER CHARGES | 4.97 |

Date of Bill 3/16/13

TOTAL TAXES AND OTHER CHARGES 14.01

*Includes Basic Charges

DIGITAL ESSENTIALS 30MIN LD Summary

| | | |
|----------------------------|-----|-----|
| 0 Mins. @ \$.00/Min. | | .00 |
| Previous Rollover Balance | 208 | |
| This Period Allowance | 30 | |
| Minutes Used | 0 | |
| Rollover Minutes Expired * | 24 | |
| Current Rollover Minutes | 214 | |

(*) Unused Rollover Minutes Expire After 12 Billing Periods

Calls on This Plan are Designated by Y

Date of Bill 3/16/13

Please immediately pay any Balance Before Current Charges to avoid collection activities. All other charges should be paid when due to keep your account current. To avoid disconnection of local service, you must pay \$25.32.

Effective April 2013, the Carrier Cost Recovery Surcharge which applies to your Frontier Communications of America, Inc. long distance plan will increase from \$.50 to \$.99 per month. This surcharge is not a tax or government charge but helps Frontier Communications of America to recover various costs, including costs the company incurs in the administration of the Universal Service Fund, the national fund for Telecommunications Relay Service, regulatory filing expenses and compliance items.

Frontier is providing High-Speed Internet Service to its end user customers pursuant to the Terms and Conditions described at <http://www.frontier.com/terms>. In the past, Frontier filed this information with the Federal Communications Commission (FCC). As a result of recent FCC rulings, we are now providing High-Speed Internet service per these Terms and Conditions. If you have any questions, please call the customer service number on your bill.

Your Digital Phone agreement will automatically renew effective 02/08/15.

Your High Speed Internet agreement will automatically renew effective 02/08/15.

As you agreed, your Frontier service includes a 1-year (or multi-year) term commitment with convenient automatic renewal at then applicable pricing (excluding promotions). If you wish to cancel your auto-renewal, please call Frontier at least 30 days prior to your renewal date above. As noted on page 2 of every bill, visit Frontier.com/terms, Frontier.com/tariffs or call Customer Service for other important service Terms, Conditions and Policies.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIMNBBA32032076956232MNLF-V21RESR1 0694NY 0100000090000095.48
N Y N Y N N 800-921-8101 10

TEXT CODE: MNBBA
 PIN: 6815

PAGE 1 OF 2

Date of Bill 4/20/13
 Current Amount Due By Date 5/14/13

Account Number Total Amount Due \$195.61

Amount Paid

562563366N 0

01480320598789703188610000195617

www.frontier.com
 Business

800-921-8102

Account Number . Date of Bill 4/20/13

Amount of Last Bill 71.22
 Payments Received Thru 4/01/13 71.22CR
 Thank you for your payment!
 Balance Before Current Charges .00
 New Charges 195.61
 Total Amount Due \$195.61

CURRENT BILLING SUMMARY

| | | |
|---|--|--------|
| Local Service from 04/20/13 to 05/19/13 | | |
| Qty Description | | Charge |
| Basic Charges | | |
| TumTiki (tumtiki.com) FREE | | .00 |
| Prorated Charges-Detailed Below | | 1.21CR |
| Federal Tax | | .03CR |
| Federal USF Recovery Charge | | .07CR |
| MN State Sales Tax | | .08CR |
| Total Basic Charges | | 1.39CR |
| Optional Services | | |
| Frontier Mail - Standard | | .00 |
| Prorated Charges-Detailed Below | | 197.00 |
| Total Optional Services | | 197.00 |
| TOTAL | | 195.61 |

** ACCOUNT ACTIVITY **

| Qty Description | Order Number | Effective Dates | |
|--------------------------------|--------------|-----------------|--------|
| Prorated Charges | | | |
| HSI Loyalty Term Fee | PROMOTION | 4/20 5/19 | 200.00 |
| Telephone Line-Residence | 066279150 | 4/18 4/19 | .75CR |
| Access Recovery Chrgs-Res | 066279150 | 4/18 4/19 | .03CR |
| Federal Subscriber Line Charge | 066279150 | 4/18 4/19 | .43CR |
| Broadband Max | 066279150 | 4/18 4/19 | 3.00CR |
| Subtotal | | | 195.79 |
| Subtotal | | | 195.79 |

Date of Bill 4/20/13

Effective April 1, 2013, the Federal Universal Service Fund (USF) Surcharge applied to certain services is decreasing to 15.5%. The USF is critical to keeping service affordable in rural markets and provides discounts on communications services purchased by schools, libraries and rural health care providers. USF funds allow Frontier to continue to invest in high-cost areas bringing advanced services to our customers.

If you have Frontier as your long distance carrier, the Long Distance Federal USF Surcharge is also decreasing to 15.5%.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550
CDPIMNBBA32032059856256MNLFP-V22BUSPO 0694NY 00000000090000195.61
N N N N N N 800-921-8102

TEXT CODE: MNBBA
 PIN: 6815

PAGE 1 OF 3

Date of Bill 3/20/13
 Current Amount Due By Date 4/15/13

Account Number : Total Amount Due \$71.22

Amount Paid

562563366N 0

81405320598789703188600000071227

www.frontier.com
 Residential

800-921-8101

Account Number Date of Bill 3/20/13

Amount of Last Bill 69.75
 Payments Received Thru 3/04/13 69.75CR
 Balance Before Current Charges .00
 Current Charges 71.22

Total Amount Due \$71.22

FRONTIER MONTHLY SERVICE CHARGES FROM 3/20/13 to 4/19/13

Broadband Max 44.99
 Telephone Line-Residence 11.31
 TumTiki (tumtiki.com) FREE .00
 Frontier Mail - Standard .00
 TOTAL MONTHLY SERVICE CHARGES 56.30

OTHER SERVICE CHARGES AND CREDITS

Carrier Cost Recovery Surcharge 1.99
 Frontier Com of America 1.38
 TOTAL OTHER SERVICE CHARGES AND CREDITS 3.37

TAXES AND OTHER CHARGES

Federal Taxes and Charges* 9.04
 State Taxes and Other Charges* 2.51
 TOTAL TAXES AND OTHER CHARGES 11.55

TOTAL 71.22

Detail of Taxes and Other Charges on Pg.4 >

*Includes Basic Charges

DETAIL OF TAXES AND OTHER CHARGES

DETAIL OF FEDERAL TAXES AND CHARGES*

Frontier
 Federal Tax .59
 Federal Subscriber Line Charge 7.00
 Federal USF Recovery Charge 1.13
 FCA Long Distance - Federal USF Surcharge .32
 TOTAL FEDERAL TAXES AND CHARGES 9.04

DETAIL OF STATE TAXES AND OTHER CHARGES*

Frontier
 MN State Sales Tax 1.50
 911/TELE-RELAY/TAP SURCHG .92
 Frontier Com of America
 MN State Sales Tax .09
 TOTAL STATE TAXES AND OTHER CHARGES 2.51

TOTAL TAXES AND OTHER CHARGES 11.55

*Includes Basic Charges

Date of Bill 3/20/13

DETAIL OF OTHER SERVICES CHARGES AND CREDITS

Detail of Frontier Com of America Charges

Charges and Credits for

| Ref # | Date | Time | Min | *Type | Place and Number Called | Charge |
|-------|--------|--------|-----|-------|-------------------------|--------|
| 1 | FEB 19 | 11:21A | 1.0 | DD | MONTEVIDEO MN | .18 |
| 2 | MAR 10 | 9:58A | 1.0 | DN | BELLINGHAM MN | .10 |
| 3 | MAR 10 | 9:58A | 3.0 | DN | MONTEVIDEO MN | .30 |
| 4 | MAR 10 | 10:01A | 1.0 | DN | BELLINGHAM MN | .10 |
| 5 | MAR 10 | 10:02A | 1.0 | DN | MONTEVIDEO MN | .10 |
| 6 | MAR 10 | 10:04A | 1.0 | DN | BELLINGHAM MN | .10 |
| 7 | MAR 10 | 10:05A | 2.0 | DN | MONTEVIDEO MN | .20 |
| 8 | MAR 10 | 10:13A | 1.0 | DN | MONTEVIDEO MN | .10 |
| 9 | MAR 10 | 10:14A | 1.0 | DN | MONTEVIDEO MN | .10 |
| 10 | MAR 10 | 10:15A | 1.0 | DN | BELLINGHAM MN | .10 |

Subtotal Minutes: 13.0 ***REP LINE ONLY Subtotal 1.38
Legend Call Types:
DD - Day
DN - Night

Date of Bill 3/20/13

Please immediately pay any Balance Before Current Charges to avoid collection activities. All other charges should be paid when due to keep your account current. To avoid disconnection of local service, you must pay \$22.29.

Your High Speed Internet agreement will automatically renew effective 11/15/14.

As you agreed, your Frontier service includes a 1-year (or multi-year) term commitment with convenient automatic renewal at then applicable pricing (excluding promotions). If you wish to cancel your auto-renewal, please call Frontier at least 30 days prior to your renewal date above. As noted on page 2 of every bill, visit Frontier.com/terms, Frontier.com/tariffs or call Customer Service for other important service Terms, Conditions and Policies.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPTMNEBA32032059856256MNLF-V22RESR1 0694NY 0100000090000071.22
N Y N Y N N 800-921-8101