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**SUPERIOR COURT OF ARIZONA  
IN MARICOPA COUNTY**

STATE OF ARIZONA, *ex rel.* KRISTIN K.  
MAYES, Attorney General,

Plaintiff,

v.

CITIZENS UTILITIES RURAL COMPANY,  
INC., a Delaware corporation; CITIZENS  
TELECOMMUNICATIONS COMPANY OF  
THE WHITE MOUNTAINS, INC., a  
Delaware corporation; FRONTIER  
COMMUNICATIONS OF THE SOUTHWEST  
INC., a Delaware corporation; and NAVAJO  
COMMUNICATIONS COMPANY, INC., a  
New Mexico corporation,

Defendants.

Case No. **CV2025-026395**

**COMPLAINT**

(Assigned to Hon. )

Plaintiff, State of Arizona *ex rel.* Kristin K. Mayes, the Attorney General (the “State”),  
alleges the following for its Civil Complaint (the “Complaint”) against Defendants Citizens  
Utilities Rural Company, Inc., Citizens Telecommunications Company of the White Mountains,

1 Inc., Frontier Communications of the Southwest Inc., and Navajo Communications Company, Inc.  
2 (collectively “Frontier” or “Defendants”).

### 3 **INTRODUCTION**

4 1. Frontier is an internet service provider that has over 36,000 DSL internet service  
5 subscribers in Arizona, primarily in the rural counties which have fewer internet service options.

6 2. Frontier offers consumers multiple tiers of DSL internet service, which typically  
7 correspond to the maximum speed at which Frontier represents consumers can download data  
8 over Frontier’s network. Generally, Frontier charges consumers higher monthly rates for higher-  
9 speed tiers of service.

10 3. In numerous instances, Frontier has advertised, marketed, offered, and/or sold DSL  
11 internet service at speeds that Frontier did not, and often could not, provide to consumers,  
12 resulting in consumers receiving slower internet than was advertised and overpaying for the actual  
13 services received.

### 14 **JURISDICTION AND VENUE**

15 4. The State brings this action pursuant to the Arizona Consumer Fraud Act, Arizona  
16 Revised Statutes (“A.R.S.”) §§ 44-1521 to -1534 (the “ACFA”) to obtain injunctive relief to  
17 permanently enjoin and prevent the unlawful acts and practices alleged in this Complaint, and to  
18 obtain other relief, including restitution, disgorgement of profits, gains, gross receipts, or other  
19 benefits, civil penalties, and costs and attorneys’ fees.

20 5. This Court has subject-matter jurisdiction.

21 6. This Court may issue appropriate orders both prior to and following a determination  
22 of liability pursuant to A.R.S. § 44-1528.

23 7. Frontier caused events to occur in this state which provide the basis for the Claims  
24 alleged in the Complaint.

25 8. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17).

### 26 **PARTIES**

27 9. Plaintiff is the State of Arizona *ex rel.* Kristin K. Mayes, the Attorney General of  
28 Arizona, who is authorized to bring this action under the ACFA.

1           10. Defendant Citizens Utilities Rural Company, Inc., a Delaware corporation, is one of  
2 the four subsidiaries of Frontier Communications Parent, Inc. operating in Arizona. Defendant  
3 Citizens Utilities Rural Company, Inc. primarily serves the rural areas of northwest Arizona in  
4 Mohave County including, but not limited to, Kingman, Bullhead City, and Lake Havasu City.

5           11. Defendant Citizens Telecommunications Company of the White Mountains, Inc., a  
6 Delaware corporation, is one of the four subsidiaries of Frontier Communications Parent, Inc.  
7 operating in Arizona. Defendant Citizens Telecommunications Company of the White  
8 Mountains, Inc. primarily serves the rural areas of east-central Arizona in the counties of Apache,  
9 Navajo and Gila including, but not limited to, the towns of Show Low and Snowflake.

10           12. Defendant Frontier Communications of the Southwest, Inc., a Delaware corporation,  
11 is one of the four subsidiaries of Frontier Communications Parent, Inc. operating in Arizona.  
12 Defendant Frontier Communications of the Southwest, Inc. primarily serves La Paz County  
13 including, but not limited to, the town of Parker.

14           13. Defendant Navajo Communications Company, Inc., a New Mexico corporation, is  
15 one of the four subsidiaries of Frontier Communications Parent, Inc. operating in Arizona.  
16 Defendant Navajo Communications Company, Inc. primarily serves the rural areas of northeast  
17 Arizona in the counties of Apache, Navajo, and Coconino including, but not limited to, the towns  
18 of Tuba City, Fort Defiance, and St. Michaels.

### 19                                   **ALLEGATIONS**

20           14. Frontier is an internet service provider (ISP) which provides, among other products,  
21 digital subscriber line (DSL) internet service, a high-speed internet service in which digital data is  
22 transmitted over copper telephone wires, which does not tie up the phone line like traditional dial-  
23 up internet. While not as fast as cable or fiber internet services, DSL is more practical for many  
24 rural communities, where infrastructure is more difficult to build out.

25           15. Frontier has over 36,000 residential DSL internet service subscribers in Arizona,  
26 primary located in rural areas of the state.

27           16. Frontier offers consumers DSL internet as a stand-alone service or as a package with  
28 other services including telephone and television. Frontier provides internet service on a month-

1 to-month subscription basis, but requires consumers to commit to longer service terms for certain  
2 promotions.

3 17. Frontier offers multiple tiers of DSL internet service, and these tiers typically  
4 corresponded to the maximum speed at which Frontier represents consumers can download data  
5 over Frontier's network, often quantifying these download speed in Megabits per second, or  
6 "Mbps." Frontier generally charges consumers higher monthly rates for higher-speed tiers of  
7 service.

8 18. The DSL internet speed a consumer receives can be affected by certain factors, such  
9 as network congestion, the consumer's distance from Frontier's central networking equipment,  
10 and the type of networking equipment Frontier uses to provide service to a particular consumer,  
11 including the DSL access multiplexer, or "DSLAM."

12 19. Frontier solicits the consumer's residential address when signing consumers up for  
13 internet service. Frontier can easily compute or estimate the maximum DSL internet speed that  
14 consumer could receive, based in part on the consumer's address, using software tools Frontier  
15 provides to its sales representatives.

16 20. Additionally, Frontier can "provision," or set an upper limit on, the DSL internet  
17 speed a certain consumer can receive.

18 21. Since at least January 1, 2015, the different DSL internet speed tiers that Frontier  
19 has advertised, marketed, offered, and sold have included: 6 Mbps; 12 Mbps; 18 Mbps; and 24 or  
20 25 Mbps, with other speeds available in select markets.

21 22. In some instances, when referencing these speed tiers, Frontier's advertisements  
22 have represented that consumers can receive DSL internet service "up to" or "as fast as" the  
23 particular speed quantified in Mbps.

24 23. Frontier has advertised DSL internet in speed tiers through digital display  
25 advertising, internet search advertising, and shared and direct mail advertising.

26 24. Several of Frontier's advertisements state in small print that is separated from the  
27 main message of the advertisement: "Maximum service speed is not available to all locations and  
28 the maximum speed for service to your location may be lower than the maximum speed in this

1 range. Service speed is not guaranteed and will depend on many factors. Your ability to stream  
2 may be limited by speeds available in your area.”

3 25. When Frontier sends mail advertisements to a consumer’s residential address or  
4 displays digital advertisements to consumers with residential addresses known to Frontier,  
5 Frontier has access to information indicating whether it is able to provide certain of its DSL  
6 internet speed tiers, which Frontier can easily compute or estimate for many addresses.

7 26. In numerous instances, Frontier has, through both mail and online advertisements,  
8 offered DSL Internet service tiers that Frontier could not provide.

9 27. In numerous instances, Frontier provisioned consumers substantially below the  
10 internet service speed that was advertised and sold. As a general matter, Frontier did not inform  
11 subscribers of their provisioned speed.

12 28. In numerous instances, Frontier or its sales representatives have offered consumers,  
13 and those consumers have accepted, subscriptions for DSL internet service at speed tiers that  
14 Frontier could not provide to those consumers. This has occurred due to factors known to  
15 Frontier and within Frontier’s control including physical factors, such as long distances between  
16 Frontier’s central networking equipment and consumers’ homes, and technical factors, such as  
17 low-bandwidth, obsolete and/or overloaded DSLAMs, and networking equipment.

18 29. This resulted in certain consumers receiving speeds corresponding with slower,  
19 often less expensive tiers of DSL speed than the consumer purchased.

20 30. Frontier’s misrepresentations regarding the DSL internet speed continued after the  
21 point of sale because Frontier included the speed tiers to which the consumer is subscribed on its  
22 monthly billing statements.

23 31. In numerous instances, Frontier has billed, charged, collected, or attempted to  
24 collect charges from consumers for more expensive and higher-speed tiers of DSL service than  
25 Frontier was able to provide to such consumers.

1 **FIRST CLAIM FOR RELIEF**

2 **VIOLATIONS OF THE ARIZONA CONSUMER FRAUD ACT, A.R.S. §§ 44-1521 to -1534**

3 (Against All Defendants)

4 32. The State realleges all prior allegations of this Complaint as though fully set forth  
5 herein.

6 33. The conduct described in the preceding paragraphs of this Complaint constitutes  
7 deception, deceptive or unfair acts or practices, fraud, false pretenses, false promises,  
8 misrepresentations, or concealment, suppression or omission of material facts with intent that  
9 others rely on such concealment, suppression or omission, in connection with the sale or  
10 advertisement of merchandise in violation of the ACFA, including, but not limited to:

11 a) Frontier engaged in deceptive and unfair acts and practices by representing to  
12 Arizona consumers that Frontier would provide to consumers certain internet service speeds,  
13 including download speeds. In truth and in fact, in numerous instances in which Frontier has made  
14 such representations, Frontier did not provide, or could not provide internet service at the speeds  
15 that Frontier represented to consumers;

16 b) Frontier engaged in the concealment, suppression, or omission of material  
17 facts by failing to disclose to Arizona consumers in communications that Frontier would not  
18 provide to consumers certain internet service speeds, including download speeds;

19 c) Frontier engaged in deceptive and unfair acts and practices by subscribing  
20 Arizona consumers to, and billing, charging, collecting or attempting to collect charges from  
21 Arizona consumers for a higher and more costly level of internet service than Frontier actually  
22 provided or was capable of providing to these consumers;

23 d) Frontier engaged in the concealment, suppression, or omission of material  
24 facts by failing to disclose to Arizona consumers that Frontier would bill, charge, collect, or  
25 attempt to collect charges from Arizona consumers for a higher and more costly level of internet  
26 service than Frontier actually provided or was capable of providing to these consumers;

1 e) Frontier engaged in deceptive and unfair acts and practices by advertising  
2 internet service, through online and mailed advertisement, at speeds that Frontier was incapable of  
3 providing to those consumers; and

4 f) Frontier engaged in the concealment, suppression, or omission or material  
5 facts by failing to disclose to Arizona consumers in online and mailed advertisements that it could  
6 not provide the internet speeds it was advertising to those consumers.

7 34. While engaging in the acts and practices alleged in this Complaint, Frontier knew or  
8 should have known that that their conduct was of the nature prohibited by A.R.S. § 44-1522,  
9 subjecting themselves to enforcement and penalties as provided in A.R.S. § 44-1531(A).

10 35. With respect to the concealments, suppressions, or omissions of material fact  
11 described above, Frontier did so with intent that others rely on such concealments, suppressions,  
12 or omissions.

13 36. With respect to the unfair acts and practices described above, these acts and  
14 practices caused or were likely to cause substantial injuries to consumers that were not reasonably  
15 avoidable by consumers and were not outweighed by countervailing benefits to consumers or to  
16 competition.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, the State respectfully requests that the Court:

19 37. Pursuant to A.R.S. § 44-1528(A)(1), issue a permanent injunction in accordance  
20 with Ariz. R. Civ. P. 65(d)(1), enjoining and restraining (a) Defendants, (b) their officers, agents,  
21 servants, employees, attorneys, and (c) all persons in active concert or participation with anyone  
22 described in part (a) or (b) of this paragraph, directly or indirectly, from engaging in deceptive,  
23 misleading, or unfair acts or practices, or concealments, suppressions, or omissions, that violate  
24 the ACFA, A.R.S. § 44-1522(A), including specific injunctive relief barring Defendants from  
25 engaging in the unlawful acts and practices set forth above;

26 38. Pursuant to A.R.S. § 44-1528(A)(2), order Defendants to restore to all persons in  
27 interest any monies or property, real or personal, which may have been acquired by any means or  
28 any practice in this article declared to be unlawful;

39. Pursuant to A.R.S. § 44-1528(A)(3), order Defendants to disgorge all profits, gains, gross receipts, or other benefits obtained as a result of their unlawful acts alleged herein;

40. Pursuant to A.R.S. § 44-1531, order Frontier to pay to the State of Arizona a civil penalty of up to \$10,000 for each willful violation of A.R.S. § 44-1522;


41. Pursuant to A.R.S. § 44-1534, order Defendants to reimburse the State for its costs and attorneys' fees incurred in the investigation and prosecution of Defendants' activities alleged in this Complaint;

42. Pursuant to A.R.S. § 44-1201, require Defendants to pay pre-judgment and post-judgment interest to the State and all consumers;

43. Award the State such further relief the Court deems just and proper under the circumstances.

DATED this 28th day of July, 2025.

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By:   
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