

Before the  
Federal Communications Commission  
Washington, D.C. 20554

In the Matter of	)	
	)	
Logix Communications, LP. dba Logix Fiber	)	File No.: EB-SED-20-00030994
Networks	)	CD Acct. No.: 202132100005
	)	FRN: 0007427487
	)	
	)	

**ORDER**

**Adopted: November 30, 2020**

**Released: November 30, 2020**

By the Deputy Chief, Enforcement Bureau:

1. The Enforcement Bureau has entered into a Consent Decree to resolve its investigation into whether Logix Communications, LP. dba Logix Fiber Networks (Logix), timely filed required reports in the Commission’s Network Outage Reports System. The Commission’s rules require communications providers to report certain disruptions to their networks, providing the Commission with the means to quickly analyze communications vulnerabilities and share aggregate information with industry to help prevent future outages and preserve network integrity. To settle this matter, Logix admits that it failed to timely file the required network outage reports, will implement a compliance plan to ensure future compliance, and will pay a \$64,000 civil penalty.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding Logix’s compliance with sections 4.9 and 4.11 of the Commission’s rules.<sup>1</sup>

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Logix’s basic qualifications to hold or obtain any Commission license or authorization.<sup>2</sup>

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act<sup>3</sup> and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules,<sup>4</sup> the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**.

<sup>1</sup> See 47 CFR §§ 4.9, 4.11.

<sup>2</sup> See 47 CFR § 1.93(b).

<sup>3</sup> 47 U.S.C. § 154(i).

<sup>4</sup> 47 CFR §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by email to Howard Siegel, Esq, Corporate Counsel, Logix Communications, LP.

FEDERAL COMMUNICATIONS COMMISSION

Christopher L. Killion  
Deputy Chief  
Enforcement Bureau

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of )
Logix Communications, LP. dba Logix Fiber ) File No.: EB-SED-20-00030994
Networks ) CD Acct. No.: 202132100005
) FRN: 0007427487
)

CONSENT DECREE

1. The Commission’s Network Outage Reporting Rules require the filing of reports in the Commission’s Network Outage Reports System (NORS) when network outages exceed specified magnitude and duration thresholds.1 These rules promote resilient, reliable, and secure communications across the nation by allowing the Commission to detect adverse outage trends, monitor and assist carriers’ service restoration in times of crisis, communicate with affected third parties and, post-network outage restoration, facilitate discussions and efforts that lead to industry-wide network improvements and standard-setting.2 In furtherance of these objectives, the Commission’s Enforcement Bureau and Logix Communications, LP., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into whether Logix violated sections 4.9 and 4.11 of the Rules in connection with a disruption to Logix’s network that it failed to timely report.3 To resolve this matter, Logix agrees to pay a civil penalty of \$64,000 and implement a three-year compliance plan to ensure future compliance with the Commission’s network outage reporting rules.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “Act” means the Communications Act of 1934, as amended.4
(b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(d) “CD Acct No.” means account number 202132100005, associated with payment obligations described in paragraph 17 of this Consent Decree.
(e) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
(f) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Logix is subject

1 See 47 CFR pt. 4. Reports are filed electronically and with a presumption of confidentiality in the Commission’s NORS database. Each report must describe the nature and cause(s) of the outage, time and date of occurrence, affected geographic area, and other pertinent information. 47 CFR §§ 4.2, 4.11.

2 See Amendments to Part 4 of the Commission’s Rules Concerning Disruptions to Communications, PS Docket No. 15-80, Report and Order, Further Notice of Proposed Rulemaking, and Order on Reconsideration, 31 FCC Rcd 5817, 5819, para. 1 (2016).

3 See 47 CFR §§ 4.9, 4.11.

4 47 U.S.C. § 151 et seq.

by virtue of its business activities, including but not limited to the Network Outage Reporting Rules.

- (g) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 12.
- (h) “Covered Employees” means all employees and agents of Logix who perform, supervise, oversee, or manage the performance of, duties that relate to Logix’s responsibilities under the Communications Laws, including the Network Outage Reporting Rules.
- (i) “Effective Date” means the date by which both the Bureau and Logix have signed the Consent Decree and the Bureau has released an Adopting Order.
- (j) “Investigation” means the investigation commenced by the Bureau in EB-SED-20-00030994 and its LOI of May 19, 2020 regarding whether Logix violated the Network Outage Reporting Rules.
- (k) “Logix” or “Company” means Logix Communications, LP, dba Logix Fiber Networks and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (l) “LOI” means the Letter of Inquiry issued by the Bureau to Logix on May 19, 2020 in connection with the network outage.
- (m) “Network Outage Reporting Rules” means Part 4 of the Rules, including sections 4.9 and 4.11 of the Rules, and other Communications Laws governing the reporting of network outages.
- (n) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Logix to implement the Compliance Plan.
- (o) “Parties” means Logix and the Bureau, each of which is a “Party.”
- (p) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

## II. BACKGROUND

3. Pursuant to section 4.9(f) of the Rules, wireline communications providers must report to the Commission an outage of at least 30 minutes duration that: (1) potentially affects at least 900,000 user minutes<sup>5</sup> of either telephony or paging; (2) affects at least 667 Optical Carrier-level 3 (OC3) minutes;<sup>6</sup> (3) potentially affects any special offices and facilities;<sup>7</sup> or (4) potentially affects a 911 special facility.<sup>8</sup> Wireline communications providers must file with the Commission an electronic notification

---

<sup>5</sup> “User minutes” are defined as “[a]ssigned telephone number minutes . . . for telephony, including non-mobile interconnected VoIP telephony, and for those paging networks in which each individual user is assigned a telephone number” or “the mathematical result of multiplying the duration of an outage, expressed in minutes, by the number of end users potentially affected by the outage, for all other forms of communications.” *Id.* § 4.7(e).

<sup>6</sup> “OC3 minutes” are defined as “the mathematical result of multiplying the duration of an outage, expressed in minutes, by the number of previously operating OC3 circuits or their equivalents that were affected by the outage.” *Id.* § 4.7(d).

<sup>7</sup> “Special offices and facilities” are entities enrolled in the Telecommunications Service Priority (TSP) Program at Level 1 and 2, and may include major military installations, key government facilities, nuclear power plants, and certain airports. *Id.* § 4.5(b).

<sup>8</sup> An outage that potentially affects a 911 special facility occurs whenever: (1) there is a loss of communications to Public Safety Answering Points (PSAPs) potentially affecting at least 900,000 user-minutes; (2) there is a loss of 911 call processing capabilities in one or more E-911 tandems/selective routers for at least 30 minutes duration; (3)

(continued....)

(Notification) within 120 minutes of discovering a reportable outage, an Initial Communications Outage Report (Initial Report) within 72 hours of discovery, and a Final Communications Outage Report (Final Report) within 30 days of discovery.<sup>9</sup> Pursuant to section 4.11 of the Rules, the Notification, Initial Report, and Final Report must be submitted electronically to the Commission and contain specific information regarding the outage, service effects, and communications provider.<sup>10</sup>

4. Logix is a wireline communications provider. In April 2020, the Commission's Public Safety and Homeland Security Bureau (PSHSB) notified Logix that it had failed to file its required Notification, Initial Report, and Final Report in connection with a reportable network outage that occurred on January 5, 2020. After learning from PSHSB of the overdue filings, Logix submitted the reports required by PSHSB. PSHSB subsequently referred this matter to the Bureau for investigation.

5. On May 19, 2020, the Bureau issued an LOI to Logix.<sup>11</sup> The LOI directed Logix to submit a sworn written response to a series of questions relating to Logix's compliance with the Commission's network outage reporting rules. Logix responded to the LOI on June 11, 2020 (LOI Response).<sup>12</sup> Logix supplemented its LOI Response on June 26, 2020.<sup>13</sup> In its LOI Response, Logix admitted that it failed to timely file with the Commission the required Notification, Initial Report, and Final Report. To resolve this matter, the Bureau and Logix enter into this Consent Decree and agree to the following terms and conditions.

### III. TERMS OF AGREEMENT

6. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

7. **Jurisdiction.** Logix agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

8. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

9. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Logix agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute any new proceeding on its own motion against Logix concerning the matters that were the subject of the Investigation, or to set for hearing the question of

---

one or more end-office or mobile switching center switches or host/remote clusters is isolated from 911 service for at least 30 minutes and potentially affects at least 900,000 user-minutes; or (4) there is a loss of ANI/ALI (associated name and location information) and/or a failure of location determination equipment for at least 30 minutes and potentially affecting at least 900,000 user-minutes. *See id.* §4.5(e).

<sup>9</sup> *See id.* § 4.9(f).

<sup>10</sup> *See Id.* § 4.11.

<sup>11</sup> Letter from Elizabeth Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Howard Siegel, Counsel, Logix Communications, LP (May 19, 2020).

<sup>12</sup> Letter from to Howard Siegel, Counsel, Logix Communications, LP to Elizabeth Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau (June 11, 2020).

<sup>13</sup> Letter from to Howard Siegel, Counsel, Logix Communications, LP to Elizabeth Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau (June 26, 2020).

Logix's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.<sup>14</sup>

10. **Admission of Liability.** Logix admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 9 herein, that its actions violated the Network Outage Reporting Rules.

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Logix shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Logix complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Network Outage Reporting Rules prior to assuming his/her duties.

12. **Compliance Plan.** For purposes of settling the matters set forth herein, Logix agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Network Outage Reporting Rules, Logix will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Logix shall establish Operating Procedures that all Covered Employees must follow to help ensure Logix's compliance with the Network Outage Reporting Rules. Logix's Operating Procedures shall incorporate internal procedures and policies specifically designed to ensure that Logix timely files required Notifications, Initial Reports, and Final Reports for all reportable network outages, as well as policies and procedures establishing active oversight and compliance monitoring by the Compliance Officer. Logix also shall continue to use new network outage report tracking tools that employ automated notifications, escalations, and reminders, and shall continue to review its network outage reporting processes on at least a monthly basis in order to enhance its compliance with the Network Outage Reporting Rules.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Network Outage Reporting Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Logix's compliance with the Network Outage Reporting Rules. Logix shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. Logix shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Logix shall establish and implement a Compliance Training Program on compliance with the Network Outage Reporting Rules and the Operating Procedures. Logix's Compliance Training Program shall address, at a minimum: (i) the methods, procedures, and calculations used to identify reportable network outages, including network outage events related to unprotected OC3 circuits; (ii) the time periods within which Notifications, Initial Reports, and Final Reports must be filed with the Commission; and (iii) the potential internal disciplinary and regulatory consequences of failing to comply with the Network Outage Reporting Rules and Logix's Operating Procedures. As part of the

---

<sup>14</sup> See 47 CFR § 1.93(b).

Compliance Training Program, Covered Employees shall be advised of Logix's obligation to report any noncompliance with the Network Outage Reporting Rules under paragraph 13 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to Logix's Compliance Training Program within sixty (60) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program session shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Logix shall repeat the compliance training on an annual basis and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

13. **Reporting Noncompliance.** Logix shall report any noncompliance with the Network Reporting Outage Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Logix has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Logix has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission at [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov), to Josh Zeldis, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission at [Josh.Zeldis@fcc.gov](mailto:Josh.Zeldis@fcc.gov), and to Kathleen Hom, Cybersecurity and Communications Reliability Division, Public Safety and Homeland Security Bureau, Federal Communications Commission at [Kathleen.Hom@fcc.gov](mailto:Kathleen.Hom@fcc.gov).

14. **Compliance Reports.** Logix shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Logix's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Network Outage Reporting Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Logix, stating that the Compliance Officer has personal knowledge that Logix: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 13 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.<sup>15</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Logix, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that Logix has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Logix has taken or will take to prevent the recurrence

---

<sup>15</sup> 47 CFR § 1.16.

of any such noncompliance, including the schedule on which such preventive action will be taken.

- (d) All Compliance Reports shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, at [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov), to Josh Zeldis, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission at [Josh.Zeldis@fcc.gov](mailto:Josh.Zeldis@fcc.gov), and to Kathleen Hom, Cybersecurity and Communications Reliability Division, Public Safety and Homeland Security Bureau, Federal Communications Commission at [Kathleen.Hom@fcc.gov](mailto:Kathleen.Hom@fcc.gov).

15. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 11 through 14 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

16. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act<sup>16</sup> against Logix or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Logix with the Communications Laws.

17. **Civil Penalty.** Logix will pay a civil penalty to the United States Treasury in the amount of sixty-four thousand dollars (\$64,000) within thirty (30) calendar days of the Effective Date. Logix acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>17</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Logix shall send electronic notification of payment to [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov), and to Josh Zeldis, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission at [Josh.Zeldis@fcc.gov](mailto:Josh.Zeldis@fcc.gov) on the date said payment is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),<sup>18</sup> or by wire transfer. The Commission no longer accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:<sup>19</sup>

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to [RROGWireFaxes@fcc.gov](mailto:RROGWireFaxes@fcc.gov) on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters "FORF" in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).<sup>20</sup> For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

---

<sup>16</sup> 47 U.S.C. § 208.

<sup>17</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>18</sup> Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

<sup>19</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

<sup>20</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

- Payment by credit card must be made by using the Commission’s Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log-in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Pay bills” on the Fee Filer Menu, and select the bill number associated with the CD Acct. No. – the bill number is the CD Acct. No. with the first two digits excluded – and then choose the “Pay by Credit Card” option. IMPORTANT NOTE: there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Pay bills” on the Fee Filer Menu and then select the bill number associated with the CD Acct. No. – the bill number is the CD Acct. No. with the first two digits excluded (e.g., NAL 1912345678 = FCC bill Number 12345678) – and choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

18. **Event of Default.** Logix agrees that an Event of Default shall occur upon the failure by Logix to pay the full amount of the Civil Penalty on or before the due date specified in this Consent Decree.

19. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Logix.

20. **Waivers.** As of the Effective Date, Logix waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. Logix shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither Logix nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Logix shall waive any statutory right to a trial *de novo*. Logix hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>21</sup> relating to the matters addressed in this Consent Decree.

21. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

22. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

23. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order

<sup>21</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

specifically intended to revise the terms of this Consent Decree to which Logix does not expressly consent) that provision will be superseded by such Rule or order.

24. **Successors and Assigns.** Logix agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

25. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

26. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

27. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

28. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

29. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

\_\_\_\_\_  
Christopher L. Killion  
Deputy Chief  
Enforcement Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Howard Siegel  
Corporate Counsel  
Logix Communications, LP. dba Logix Fiber Networks

\_\_\_\_\_  
Date