

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

In the Matter of)
Frontier Communications Parent, Inc.)

File No.: EB-SED-22-00033956
CD Acct. No.: 202332100009
FRN: 0029626009

ORDER

Adopted: July 21, 2023

Released: July 21, 2023

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether Frontier Communications Parent, Inc. failed to deliver 911 calls through its wireline network in Arizona on June 11, 2022. As Congress and the Commission have found, robust and reliable 911 service is a critical national priority, as those calling first responders must be able to rely on their calls being completed. It is therefore incumbent upon the Commission to ensure that reliable 911 service is available at all times. To settle this matter, Frontier agrees to pay a \$24,000 civil penalty and to implement a three-year compliance plan to ensure future compliance.

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 Frontier’s compliance with the Commission’s 911 rules, including section 9.4 of the Commission’s rules.¹

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

4. Accordingly, IT IS ORDERED that, pursuant to section 4(i) of the Act³ and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules,⁴ the attached Consent Decree IS ADOPTED and its terms incorporated by reference.

5. IT IS FURTHER ORDERED that the above-captioned matter IS TERMINATED in accordance with the terms of the attached Consent Decree.

6. IT IS FURTHER ORDERED that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Robert Kirk and Suzanne Tetreault, Wilkinson Barker Knauer LLP, Counsel for Frontier Communications Corp., 1800 M Street NW, Suite

1 47 CFR § 9.4.

2 See 47 CFR § 1.93(b).

3 47 U.S.C. § 154(i).

4 47 CFR §§ 0.111, 0.311.

800 N, Washington, DC 20036 and to Allison M. Ellis, Senior Vice President, Regulatory and Government Affairs, Frontier Communications, 401 Merritt 7, Norwalk, CT 06851.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal
Chief
Enforcement Bureau

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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Frontier, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Frontier violated section 9.4 of the Commission’s rules in connection with the failure to transmit 911 calls following vandalism to Frontier’s wireline network in Arizona on June 11, 2022. To resolve this matter, Frontier agrees to pay a \$24,000 civil penalty and implement a three-year compliance plan to ensure future compliance.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “911 Rules” means section 9.4 of the Rules and other Communications laws governing the provision of 911 services.
(b) “911 Outages” means outages satisfying the criteria set forth in section 4.5(e) of the Commission’s rules.
(c) “Act” means the Communications Act of 1934, as amended.5
(d) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(e) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(f) “CD Acct No.” means account number 202332100009, associated with payment obligations described in paragraph 18 of this Consent Decree.
(g) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
(h) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Frontier is subject by virtue of its business activities, including but not limited to the 911 Rules.
(i) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
(j) “Covered Employees” means all employees and agents of Frontier who perform, supervise, oversee, or manage the performance of, duties that relate to Frontier’s responsibilities under the 911 Rules.

5 47 U.S.C. § 151 et seq.

- (k) “Effective Date” means the date by which both the Bureau and Frontier have signed the Consent Decree and the Bureau has released an Adopting Order.
- (l) “Frontier” or “Company” means Frontier Communications Parent, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (m) “Investigation” means the investigation commenced by the Bureau in File No. EB-SED-22-00033956 regarding whether Frontier violated the 911 Rules.
- (n) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Frontier to implement the Compliance Plan.
- (o) “Parties” means Frontier 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. Section 9.4 of the Commission’s rules states, “All telecommunications carriers shall transmit all 911 calls to a PSAP [Public Safety Answering Point], to a designated statewide default answering point, or to an appropriate local emergency authority”⁶

4. At the time of the outage, Frontier served communities in Eastern Arizona as an originating wireline service provider for its subscribers, a covered 911 service provider,⁷ and an Internet backhaul provider for other service providers.⁸ In its capacity as an originating service provider, Frontier was required to deliver the 911 calls of its local subscribers to PSAPs (or 911 emergency call centers). On the afternoon of June 11, 2022, Frontier’s optical fiber network near Snowflake, Arizona, was vandalized by gunshots in multiple locations.⁹ The gunshots damaged fibers that carried backhaul traffic for other communications providers, resulting in certain providers experiencing a service outage, but the vandalism did not damage the fiber strands that carried Frontier’s voice traffic, including its 911 traffic.¹⁰ However, in order to restore the impacted services on the damaged fiber, it was necessary for Frontier to remove and replace sections of fiber, which necessarily took down Frontier’s voice traffic.¹¹ Frontier coordinated with the impacted PSAPs regarding a temporary reroute of 911 traffic and successfully tested the telephone numbers provided by the PSAPs to ensure they would work for rerouting 911 traffic during the repair. However, when the repair commenced, 911 traffic did not reroute successfully. Frontier investigated and realized that the telephone numbers provided for the reroute were impacted by the repair. Frontier then worked with PSAPs to reroute 911 traffic to telephone numbers provided by the PSAPs that were not impacted by the repair but, for more than one hour, was unable to transmit its subscribers’ 911 calls to PSAPs.¹²

⁶ 47 CFR § 9.4.

⁷ In June 2022, Arizona was in the process of establishing a statewide NG911 network with a different covered 911 service provider. While Frontier served as the covered 911 service provider for certain Arizona PSAPs at the time of the outage, currently, Frontier no longer serves as the covered 911 service provider for these PSAPs; Frontier continues to provide covered 911 services elsewhere.

⁸ Response to Letter of Inquiry, from Frontier Communications Corp., to Spectrum Enforcement Division, FCC Enforcement Bureau, at 1 (Jul. 29, 2022) (on file in EB-SED-22-00033956) (LOI Response).

⁹ LOI Response at 12-13, Response to Inquiry 17(a).

¹⁰ *Id.* at 8, Response to Inquiry 12.

¹¹ *Id.*

¹² *Id.* at 10, Response to Inquiry 13.

5. On June 23, 2022, the Bureau issued a Letter of Inquiry (LOI) to the Company directing it to submit a sworn written response to a series of questions relating to the Outage.¹³ Frontier timely responded to the LOI on July 29, 2022.¹⁴ Frontier subsequently met with Bureau representatives and responded to a supplemental inquiry from the Bureau.¹⁵

6. Frontier and the Bureau subsequently engaged in settlement negotiations. To settle this matter, the Company and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

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

8. **Jurisdiction.** Frontier 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.

9. **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.

10. **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, Frontier 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 Frontier concerning the matters that were the subject of the Investigation, or to set for hearing the question of Frontier'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.¹⁶

11. **Admission.** Frontier admits that the facts set forth in paragraphs 4 and 5 of this Consent Decree contain a true and accurate description of the facts underlying the Investigation.

12. **Compliance Officer.** By August 31, 2023, Frontier 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 Frontier 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 911 Rules prior to assuming his/her duties.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, Frontier agrees that it shall, within the dates set out below, develop and implement a Compliance Plan designed to ensure

¹³ Letter of Inquiry from Spectrum Enforcement Division, FCC Enforcement Bureau, to Frontier Communications Corp. (June 23, 2022) (on file in EB-SED-21-00033956).

¹⁴ LOI Response.

¹⁵ Email from Spectrum Enforcement Division, FCC Enforcement Bureau, to Frontier Communications Corp. (Oct. 4, 2022, 16:11 EDT) (on file in EB-SED-22-00033956) (Supplemental LOI); Response email from Frontier Communications Corp., to Spectrum Enforcement Division, FCC Enforcement Bureau (Oct. 25, 2022, 16:58 EDT) (on file in EB-SED-22-00033956).

¹⁶ See 47 CFR § 1.93(b).

future compliance with the 911 Rules and the terms and conditions of this Consent Decree. With respect to the 911 Rules, Frontier will implement, at a minimum, the following procedures:

- (a) **Operating Procedures**. By September 30, 2023, Frontier shall establish Operating Procedures that all Covered Employees in supervisory and management roles must follow to help ensure that Frontier complies with the 911 Rules. The Operating Procedures shall include, but are not limited to, the following:
 - i. **Develop and Improve Upon 911 Processes**. Frontier shall develop and implement, or, where processes already exist, improve upon, processes in the evolving 911 environment to (1) *Identify* risks that could result in 911 Outages; (2) *Protect* against such risks; (3) *Detect* 911 Outages when they occur; (4) *Respond* to such 911 Outages with remedial actions; and (5) *Recover* from such 911 Outages as soon as practicable.
 - ii. **Develop Compliance Checklist**. Frontier shall develop a compliance checklist that describes the steps for Frontier to follow to comply with the 911 Rules.
 - iii. **Develop Procedures Relating to Continuity of 911 Service During Network Maintenance or Repairs**. Frontier shall establish and implement Operating Procedures (including, as necessary, reviewing and revising existing procedures) to minimize 911 Outages during unplanned or “break-fix” maintenance or other repairs that implicate reroutes to PSAP administrative lines without unreasonably delaying or interfering with Frontier’s ability to efficiently and expeditiously complete necessary 911 service repairs. These procedures will include a process for timely communicating and coordinating with impacted PSAPs to re-route 911 traffic during “break-fix” and other repairs.
 - iv. **Develop Procedures to Identify Impact of Network Maintenance or Repairs on 911 Service**. Frontier shall establish and implement Operating Procedures (including, as necessary, reviewing and revising any existing procedures and systems) to 1) assist Frontier in recognizing the effects that fiber repair or replacement may have upon 911 services, including 911 call processing functions for its end user customers, and 2) enable communication of identified effects during break-fix events to internal teams and to the potentially impacted PSAPs.
 - v. **Implement Procedures Relating to Testing 911 Call Completion During Outages**. Frontier shall establish and implement Operating Procedures (including, as necessary, reviewing and revising any existing procedures) to minimize disruption of 911 traffic and associated call data to the PSAP, designated statewide answering point or appropriate local emergency authority, in accordance with 47 CFR § 9.4, whenever Frontier has indicia that a repair is expected to cause a 911 Outage. Such procedures shall include the use of multiple sets of test calls to alternative contact telephone numbers designated by a PSAP, throughout network maintenance and repair and upon the restoration of service relating to an outage.
 - vi. **Review and Implement New or Revised Best Practices**. Within ninety (90) calendar days of the release by CSRIC of any new and applicable best practices relating to 911 service, Frontier shall evaluate and incorporate, where appropriate, such new best practices into the Operating Procedures and shall establish a timeline for their implementation.
- (b) **Compliance Manual**. By September 30, 2023, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The

Compliance Manual shall explain the 911 Rules and set forth Operating Procedures to help ensure Frontier's compliance with the 911 Rules and this Consent Decree. Frontier shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Frontier shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.

- (c) **Compliance Training Program.** Frontier shall establish and implement a Compliance Training Program on compliance with the 911 Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees in supervisory and management roles shall be advised of Frontier's obligation to report any noncompliance with the 911 Rules under paragraph 14 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees in supervisory and management roles shall be trained pursuant to the Compliance Training Program by December 31, 2023, except that any person who becomes a Covered Employee subject to this obligation at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee in a supervisory or management role. Frontier shall repeat 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.

14. **Reporting Noncompliance.** Frontier shall report any material noncompliance with the 911 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 material noncompliance; (ii) the steps that Frontier 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 Frontier has taken or will take to prevent the recurrence of any such noncompliance. All reports of material noncompliance shall be submitted to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission via EB-SED-Response@fcc.gov.

15. **Compliance Reports.** Frontier 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 Frontier's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the 911 Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Frontier, stating that the Compliance Officer has personal knowledge that Frontier: (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 14 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.¹⁷

¹⁷ 47 CFR § 1.16.

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Frontier, 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 Frontier 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 Frontier has taken or will take to prevent the recurrence 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 via EB-SED-Response@fcc.gov.

16. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 12 through 15 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

17. **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 Act¹⁸ against Frontier 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 Frontier with the Communications Laws.

18. **Civil Penalty.** Frontier will pay a civil penalty to the United States Treasury in the amount of twenty-four thousand dollars (\$24,000) within thirty (30) calendar days of the Effective Date. Frontier 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).¹⁹ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Frontier shall send electronic notification of payment to EB-SED-Response@fcc.gov on the date said payment is made. Payment of the Civil Penalty must be made by credit card using the Commission's Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. 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:²⁰

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned above and the letters "FORF". In addition, a completed Form 159²¹ or printed CORES form²² must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, enter the

¹⁸ 47 U.S.C. § 208.

¹⁹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

²⁰ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #1).

²¹ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

²² Information completed using the Commission's Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

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).²³ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

- Payment by credit card must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find 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., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find 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., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, 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.

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

20. **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 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 Frontier.

21. **Waivers.** As of the Effective Date, Frontier 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. Frontier 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 Frontier nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Frontier shall waive any statutory right to a trial *de novo*. Frontier hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act²⁴ relating to the matters addressed in this Consent Decree.

²³ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

²⁴ See 5 U.S.C. § 504; see also 47 CFR §§ 1.1501–1.1530.

22. **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.

23. **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.

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

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

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

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

28. **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.

29. **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.

30. **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.

Loyaan A. Egal
Chief
Enforcement Bureau

Date

Mark Nielsen
Chief Legal & Regulatory Officer
Frontier Communications Parent, Inc.

Date