

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

|   |   |                                |
|---|---|--------------------------------|
| In the Matter of                              | ) |                                |
|   | ) |                                |
| Swayzee Telephone Company, Inc. d/b/a Swayzee | ) | File No.: EB-TCD-22-00034279   |
| Communications Corp., FiberHawk               | ) | NAL/CD Acct. No.: 202332170004 |
|   | ) | FRN: 0002901817                |
|   | ) |                                |
|   | ) |                                |

**ORDER**

**Adopted: December 8, 2025****Released: December 8, 2025**

By the Acting Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (FCC or Commission) has entered into a Consent Decree to resolve its investigation into whether Swayzee Telephone Company, Inc. d/b/a Swayzee Communications Corp., FiberHawk (FiberHawk) failed to timely file monthly reports of permanently disconnected phone numbers to the Commission's Reassigned Numbers Database (Database) administrator (Administrator). The Database and the Commission's reporting rules play a role in the FCC's consumer protection efforts to protect consumers from unwanted calls and assist ethical telemarketers in ensuring that they are calling the intended recipient.<sup>1</sup> The Database allows persons to avoid placing calls to numbers previously assigned to a subscriber who provided consent for particular calls, but that (after the provision of such consent) were disconnected and reassigned to a new non-consenting subscriber.<sup>2</sup> Reporting carriers must inform the Administrator of subscriber disconnections on a monthly basis.<sup>3</sup> FiberHawk failed to provide timely information to the Administrator on multiple occasions.<sup>4</sup> To settle this matter, FiberHawk will implement a compliance plan and pay a \$30,000 voluntary contribution.

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 resolving the Notice of Apparent Liability for Forfeiture (NAL) regarding FiberHawk's compliance with the Commission's Reassigned Number Database reporting rules under section 64.1200(1)(2) of the Commission's rules.<sup>5</sup>

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<sup>1</sup> See *Advanced Methods to Target and Eliminate Unlawful Robocalls*, CG Docket No. 17-59, Second Report and Order, 33 FCC Rcd 12024, 12024-25, paras. 1-3 (2018) (*Reassigned Numbers Database Order*).

<sup>2</sup> *Id.* at 12029, para. 11.

<sup>3</sup> 47 CFR § 64.1200(1)(2); *Reassigned Numbers Database Order*, 33 FCC Rcd at 12032, 12038, para. 39.

<sup>4</sup> *Swayzee Telephone Company, Inc. d/b/a Swayzee Communications Corp., FiberHawk*, Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 14467, 14467, para. 1 (EB 2022).

<sup>5</sup> 47 CFR § 64.1200(1)(2).

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of FiberHawk's basic qualifications to hold or obtain any Commission license or authorization.<sup>6</sup>

4. Accordingly, **IT IS ORDERED** that, pursuant to sections 4(i), and 503(b) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 4(i), 503(b), section 1.93 of the Commission's rules, 47 CFR 1.93 and the authority delegated by sections 0.111 and 0.311 of the Commission's rules, 47 CFR §§ 0.111, 0.311, the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** and the NAL **IS RESOLVED** 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 Tim Miles, President, Swayzee Telephone Company, Inc. d/b/a Swayzee Communications Corp., FiberHawk, 214 S. Washington St., P.O. Box 97, Swayzee, Indiana, 46986-0097.

FEDERAL COMMUNICATIONS COMMISSION

Patrick Webre  
Acting Chief  
Enforcement Bureau

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<sup>6</sup> See 47 CFR § 1.93(b).

**Before the  
Federal Communications Commission  
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In the Matter of

Swayzee Telephone Company, Inc. d/b/a  
FiberHawk

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File No.: EB-TCD-22-00034279  
NAL/Acct. No.: 202332170004  
FRN: 0002901817

**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission and Swayzee Telephone Company, Inc. d/b/a FiberHawk ("FiberHawk"), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether FiberHawk violated section 64.1200(1)(2) (Reporting Rule) by failing to report disconnected numbers to the Commission's Reassigned Numbers Database administrator. To resolve this matter, FiberHawk agrees to maintain redundancy so that reporting continues if a Covered Employee leaves the company, implement a compliance plan, and pay a \$30,000 voluntary contribution.

**I. DEFINITIONS**

1. For the purposes of this Consent Decree, the following definitions shall apply:

- (a) "Act" means the Communications Act of 1934, as amended.<sup>1</sup>
- (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) "NAL Acct. No." means account number 202332170004, associated with payment obligations described in paragraph 18 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 FiberHawk is subject by virtue of its business activities, including but not limited to the Reporting Rule.
- (g) "FiberHawk or Company" means Swayzee Telephone Company, Inc. d/b/a FiberHawk and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (h) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
- (i) "Covered Employees" means all employees and agents of FiberHawk who perform, supervise, oversee, or manage the performance of, duties that relate to FiberHawk's responsibilities under the Communications Laws, including the Reporting Rule.

<sup>1</sup> 47 U.S.C. § 151 *et seq.*

- (j) “Database” means the Reassigned Numbers Database.
- (k) “Effective Date” means the date by which both the Bureau and FiberHawk have signed the Consent Decree and the Bureau has released an Adopting Order.
- (l) “Investigation” means the investigation commenced by the Bureau in EB-TCD-22-00034279 regarding whether FiberHawk violated the Reporting Rule.
- (m) “NAL” means the Notice of Apparent Liability for Forfeiture issued to FiberHawk on December 12, 2022 proposing a \$93,000 forfeiture for apparent violations of the Reporting Rule.<sup>2</sup>
- (n) “Operating Procedures” means the standard internal operating procedures and compliance policies established by FiberHawk to implement the Compliance Plan.
- (o) “Parties” means FiberHawk and the Bureau, each of which is a “Party.”
- (p) “Reporting Rule” means 47 CFR § 64.1200(l)(2).
- (q) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

## II. BACKGROUND

2. The Commission established a single, comprehensive Reassigned Numbers Database (Database) that identifies when a North American Numbering Plan (NANP) number has been reassigned to a new subscriber.<sup>3</sup> The purpose of the Database is to help callers confirm they are calling the intended subscriber.<sup>4</sup> Autodialed or prerecorded calls are generally lawful only if the called party has given its prior consent.<sup>5</sup> The Database allows persons to avoid placing calls to numbers previously assigned to a subscriber who provided consent for particular calls, but that (after the provision of such consent) were reassigned to a new non-consenting subscriber. This protects consumers by ensuring they do not receive calls that the prior owner of the reassigned number may have consented to. Additionally, the rule protects ethical telemarketers—those who check the RND prior to making calls—to ensure they are calling the intended recipient.

3. Carriers must inform the Database Administrator (Administrator) of subscriber disconnections on a monthly basis.<sup>6</sup> Section 64.1200(l)(2) requires carriers to report to the Administrator on the 15th day of each month the most recent date that each NANP telephone number allocated to or ported to the carrier was permanently disconnected.<sup>7</sup>

4. On December 12, 2022, the Bureau issued NALs to 12 local exchange carriers, including FiberHawk, for failure to file disconnection data with the RND in apparent violation of section 64.1200(l)(2). The Bureau proposed imposing a \$3,000 forfeiture for FiberHawk’s initial apparent violation, and a \$10,000 forfeiture for each subsequent apparent violation, for a total proposed forfeiture of \$93,000.<sup>8</sup>

5. FiberHawk provides local exchange service and is headquartered in Swayzee, Indiana.

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<sup>2</sup> *Swayzee Telephone Company, Inc. d/b/a FiberHawk*, Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 14467, 14467 at para. 1 (EB 2022) (*FiberHawk NAL*).

<sup>3</sup> *Advanced Methods to Target and Eliminate Unlawful Robocalls*, CG Docket No. 17-59, Second Report and Order, 33 FCC Rcd 12024, 12025, para 3 (2018) (*Reassigned Numbers Database Order*).

<sup>4</sup> *Id.*

<sup>5</sup> 47 U.S.C. § 227(b)(1)(A)-(B).

<sup>6</sup> *Id.* at 12032, 12038, paras. 21, 39; *see also* 47 CFR § 64.1200(l)(2).

<sup>7</sup> 47 CFR § 64.1200(l)(2).

<sup>8</sup> *FiberHawk NAL* at 14474, para. 13.



Each month from December 2021 through September 2022, the Administrator notified Stratford Mutual that the Company failed to report permanent disconnects in those months as required by 47 CFR § 64.1200(I)(2). The Database Administrator sent referrals to the Commission on January 5, 2022; January 19, 2022; February 22, 2022; March 17, 2022; April 18, 2022; May 18, 2022; June 22, 2022; July 22, 2022; August 22, 2022; and September 19, 2022. In the NAL issued December 12, 2022, the Bureau found that FiberHawk apparently repeatedly violated section 64.1200(I)(2) by failing to file reassigned numbering information in the Database from December 2021 through September 2022.

6. FiberHawk<sup>9</sup> management believed disconnection data were being consolidated and by an affiliate (Yeoman Telephone Company), but later discovered that did not occur.<sup>10</sup> FiberHawk stated that it faced staff shortages from illness and death among employees and their families during Covid that led to the failure to file, and that, after receiving the NAL, FiberHawk promptly filed the required information.<sup>11</sup>

### 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.** FiberHawk 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.** 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 and dismissal of the NAL, FiberHawk 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 FiberHawk concerning the matters that were the subject of the Investigation, or to set for hearing the question of FiberHawk'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>12</sup>

11. **Admission of Facts.** FiberHawk admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 10 herein, that paragraphs 4 and 5 contain a true and accurate description of the facts underlying the Investigation.

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, FiberHawk 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 FiberHawk 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 Reporting Rule.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, FiberHawk agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a

<sup>9</sup> Tim Miles, Swayzee Telephone Company, Inc. d/b/a FiberHawk Aff. at 1 (Dec. 16, 2022) (on file at EB-TCD-22-0034279) (NAL Response).

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> See 47 CFR § 1.93(b).



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 Reporting Rule, FiberHawk shall implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, FiberHawk shall establish Operating Procedures that all Covered Employees must follow to help ensure FiberHawk's compliance with the Reporting Rule. FiberHawk's Operating Procedures shall include internal procedures and policies specifically designed to ensure that FiberHawk maintains redundancy so that if a Covered Employee who is assigned to report disconnected numbers to the Database as required by the Reporting Rule leaves or is unable to perform his/her duty, another Covered Employee will take over those responsibilities without any interruption reporting. FiberHawk shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Reporting Rule.
- (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 Reporting Rule and set forth the Operating Procedures that Covered Employees shall follow to ensure FiberHawk's compliance with the Reporting Rule. FiberHawk shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. FiberHawk shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** FiberHawk shall establish and implement a Compliance Training Program on compliance with the Reporting Rule and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of FiberHawk's obligation to report any noncompliance with the Reporting Rule under paragraph 14 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 the 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 shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. FiberHawk 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.** FiberHawk shall report any noncompliance with the Reporting Rule 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 FiberHawk 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 FiberHawk has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to [EnforcementBureauTCD@fcc.gov](mailto:EnforcementBureauTCD@fcc.gov) with a copy to Daniel Stepanicich, Deputy Division Chief, Telecommunications Consumers Division, FCC Enforcement Bureau at [Daniel.Stepanicich@fcc.gov](mailto:Daniel.Stepanicich@fcc.gov).

15. **Compliance Reports.** FiberHawk 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 FiberHawk's efforts



during the relevant period to comply with the terms and conditions of this Consent Decree and the Reporting Rule. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of FiberHawk, stating that the Compliance Officer has personal knowledge that FiberHawk: (i) has established and implemented the Compliance Plan; (ii) has complied with the Operating Procedures since the implementation of the Compliance Plan; (iii) has reported any instances of noncompliance in conformance with paragraph 14 of this Consent Decree and the dates of any such reports; and (iv) is otherwise 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.<sup>13</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of FiberHawk, shall provide the Commission with a detailed explanation of the reason(s) for non-compliance.
- (d) All Compliance Reports shall be submitted to [Daniel.Stepanicich@fcc.gov](mailto:Daniel.Stepanicich@fcc.gov), with a copy submitted electronically to [EnforcementBureauTCD@fcc.gov](mailto:EnforcementBureauTCD@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 Act<sup>14</sup> against FiberHawk 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 FiberHawk with the Communications Laws.

18. **Voluntary Contribution.** FiberHawk shall pay a Voluntary Contribution to the United States Treasury in the amount of thirty thousand dollars (\$30,000). Such payment shall be made in 6 installments (each an Installment Payment). The first Installment Payment in the amount of five thousand dollars (\$5,000) is due on thirty (30) calendar days of the Effective Date. Thereafter, subsequent Installment Payments of five thousand dollars (\$5,000) will be due each 30 calendar days thereafter.

19. FiberHawk acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution and each Installment Payment shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>15</sup> Upon an Event of Default, as defined in paragraph 20, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. FiberHawk shall send electronic notification of payment to [EnforcementBureauTCD@fcc.gov](mailto:EnforcementBureauTCD@fcc.gov) on the date said payment is made. Payment of the Voluntary Contribution must be made by credit card using the Commission's Registration System (CORES) at <https://apps.fcc.gov/core/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. The Commission no longer accepts Voluntary Contribution payments by check or money order. Below are instructions that payors

<sup>13</sup> 47 CFR § 1.16.

<sup>14</sup> 47 U.S.C. § 208.

<sup>15</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1321-358 (Apr. 26, 1996).



must follow based on the form of payment selected:<sup>16</sup>

- 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 159<sup>17</sup> or printed CORES form<sup>18</sup> 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 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, 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>19</sup> 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 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 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.

20. **Event of Default.** FiberHawk agrees that an Event of Default shall occur upon the failure by FiberHawk to pay the full amount of the Voluntary Contribution or any Installment Payment on or before the due date specified in paragraph 18 of this Consent Decree.

21. **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 Voluntary Contribution or any Installment Payment 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 Voluntary Contribution or any Installment Payment, 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

<sup>16</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

<sup>17</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

<sup>18</sup> 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>.

<sup>19</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.



become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by FiberHawk.

22. **Waivers.** As of the Effective Date, FiberHawk 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. FiberHawk 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 FiberHawk nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and FiberHawk shall waive any statutory right to a trial *de novo*. FiberHawk hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>20</sup> relating to the matters addressed in this Consent Decree.

23. **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.

24. **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.

25. **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 FiberHawk does not expressly consent) that provision shall be superseded by such Rule or order.

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

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

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

29. **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.

30. **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.

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<sup>20</sup> See 5 U.S.C. § 504.

31. **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.

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Patrick Webre  
Acting Chief  
Enforcement Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tim Miles  
General Manager  
Swayzee Telephone Company, Inc. d/b/a FiberHawk

\_\_\_\_\_  
Date