

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

In the Matter of)	
)	
Charter Communications, Inc.)	File No.: EB-FIELDSCR-24-00036061
)	CD Acct. No.: 202532020001
)	FRN: 0025646373

CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) and Charter Communications, Inc. (Charter or Company), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into whether Charter violated section 11.35, 11.51, 11.52, and 11.56 of the Commission’s Rules in connection with the temporary removal of certain of its Emergency Alert System (EAS) encoder/decoder devices from service in order to upgrade them to comply with new FCC EAS requirements. To resolve this matter, Charter agrees to implement a compliance plan and to pay a settlement amount of \$1,100,000 to the United States Treasury.

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.¹
 - (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 the account number associated with payment obligations described in paragraph 21 of this Consent Decree.
 - (e) “Charter” or “Company” means Charter Communications, Inc., and its subsidiaries, predecessors-in-interest, successors-in-interest, and assigns.
 - (f) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
 - (g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission, to which the Company is subject by virtue of its business activities, including but not limited to the EAS Rules.
 - (h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 17.
 - (i) “Covered Employees” means all employees and agents of the Company who perform, supervise, oversee, or manage the performance of, duties that relate to the Company’s responsibilities under section 11.35(b) of the EAS Rules.

¹ 47 U.S.C. § 151 *et seq.*

- (j) “EAS Device” means the equipment required to be deployed by Charter under section 11.11 of the Rules.²
- (k) “EAS Participant” has the same meaning as the definition in 47 CFR § 11.2(b).³
- (l) “EAS Rules” means sections 11.35, 11.51, 11.52 and 11.56 of the Rules.⁴
- (m) “Effective Date” means the date by which both the Bureau and the Company have signed the Consent Decree and the Bureau has released an Adopting Order.
- (n) “Investigation” means the investigation commenced by the Bureau in File No. EB-FIELDSCR-24-00036061.
- (o) “Parties” means Charter 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. The Commission’s part 11 rules require EAS participants to have EAS Devices installed and capable of sending and receiving EAS tests and messages. Section 11.35(a) of the Rules requires EAS Participants to ensure that EAS Devices are “installed so that the monitoring and transmitting functions are available during the times the stations and systems are in operation.”⁵ Section 11.35(b), however, states EAS participants may operate without EAS equipment for 60 days without further FCC authority in order to repair or replace defective equipment.⁶ Section 11.35(c) states EAS participants must submit an informal request to the FCC for additional time if replacement is not completed within 60 days.⁷

4. In September 2022, the Commission adopted new EAS rules requiring EAS Participants to use text and audio from alerts issued in the Internet-based Common Alert Protocol (CAP) format, if it is available from the Integrated Public Alert and Warning System, in preference to the EAS protocol version received over the air.⁸ The CAP-formatted alerts allow higher-quality audio messages, improve the availability of multilingual alerts, and ensure that more of the alerts displayed on television screens contain all of the information provided by the entity that originated the alert.⁹ The changes also replaced the technical jargon that accompanied certain alerts, including test messages, with plain language terms so that the visual and audio messages are clearer to the public.¹⁰ These rule changes required EAS Participants to update their EAS equipment to comply with the rule changes by December 12, 2023.¹¹ A

² 47 CFR § 11.11.

³ *Id.* § 11.2(b) (defining “EAS Participants” as “[e]ntities required under the Commission's rules to comply with EAS rules, e.g., analog radio and television stations, and wired and wireless cable television systems, DBS, DTV, SDARS, digital cable and DAB, and wireline video systems.”).

⁴ *Id.* §§ 11.35, 11.51, 11.52, 11.56.

⁵ *Id.* § 11.35.

⁶ *Id.* § 11.35(b).

⁷ *Id.* § 11.35(c).

⁸ *See Amendment of Part 11 of the Commission’s Rules Regarding the Emergency Alert System*, Report and Order, 37 FCC Rcd 11844, 11845, para. 2. (2022) (*2022 EAS Order*).

⁹ *Id.*

¹⁰ *Id.* at 11847, 11855, paras. 9 and 33.

¹¹ *See 2022 EAS Order*, *supra* note 8, 37 FCC Rcd at 11860, para. 46 (“We require all EAS Participants to comply with the rules adopted in this order no later than one year from the effective date of the order”).

significant portion of Charter's existing EAS equipment required both hardware and software upgrades to comply with the new rules.¹²

5. On July 22, 2022, in anticipation of the rule change, Charter met with its EAS Device vendor, Digital Alert Systems (DAS), to plan for any necessary upgrades of Charter's EAS Devices to bring them into compliance with the new rules.¹³ Charter and DAS agreed to a rolling process by which Charter would take a limited number of EAS Devices offline, return them to DAS for upgrading, whereupon the EAS Devices would be returned to Charter for re-installation.¹⁴ Throughout this process, at any given time, Charter operated portions of its cable systems without more than a dozen EAS Devices.¹⁵ Charter asserts that throughout this process, it believed in good faith that the upgrade process was subject to section 11.35(b) of the Rules, which permits EAS participants to operate for 60 days without EAS Devices that have "become[] defective" while such devices are repaired.¹⁶

6. When addressing a malfunctioning EAS Device, Charter's normal practice is to load the most recent backup configuration of the malfunctioning EAS Device onto a spare unit and to install that unit while the malfunctioning EAS device being repaired or replaced.¹⁷ If a spare unit was not on hand at the specific location of the failed unit, a spare would be shipped from another location.¹⁸ The 2022 rule change required Charter to upgrade the hardware on over one hundred EAS devices.¹⁹ Due to the large number of EAS Devices requiring a hardware upgrade, Charter was unable to deploy spare units in all cases in which EAS Devices were taken offline and returned to DAS for upgrading. Charter was able to complete the upgrades for all but two units by the December 12, 2023 deadline required by the new EAS rules, with one of those units upgraded 12 hours later, and one partially upgraded.²⁰

7. On October 3, 2023, Charter notified the Commission's Public Safety and Homeland Security Bureau (PSHSB), informing PSHSB that Charter's EAS Devices at approximately three dozen cable headends, which provide EAS alerts to more than one million Charter customers, would be out of service for the October 4, 2023 nationwide EAS test.²¹ Charter explained that the EAS Devices had been taken out of service as part of its process of upgrading EAS Devices in anticipation of the December 12, 2023 date for compliance with the changes to the EAS Rules that the Commission adopted in September 2022.²² PSHSB responded to Charter's notification with questions about when Charter had taken the equipment out of service, whether there was additional equipment that Charter intended to take out of service, how promptly DAS was returning equipment, and whether Charter was concerned about meeting

¹² See 47 CFR § 11.55.

¹³ See Charter Response to Letter of Inquiry, Suzanne M. Tetreault and Travis Litman, Counsel for Charter, Wilkinson, Barker, Knauer, LLP. to Spectrum Enforcement Division, FCC Enforcement Bureau at 2 (May 6, 2024) (on file in EB-FIELDSCR-24-00036061) (LOI Response).

¹⁴ *Id.*

¹⁵ See Charter Response to Supplemental Letter of Inquiry from Suzanne M. Tetreault and Travis Litman, Counsel for Charter, Wilkinson, Barker, Knauer, LLP. to Spectrum Enforcement Division, FCC Enforcement Bureau at Attachment B (Aug. 20, 2024) (indicating whether or not a spare was in place for each device sent to DAS for exchange) (on file in EB-FIELDSCR-24-00036061) (Supplemental LOI Response).

¹⁶ See LOI Response at 4.

¹⁷ See LOI Response at 12.

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.* at 2.

²¹ See e-mail from Maureen O'Connell, VP Government Affairs, Charter Communications Inc. to Austin Randazzo, Associate Bureau Chief, PSHSB (Oct. 3 2023, 15:30 EDT) (on file in EB-FIELDSCR-24-00036061).

²² *Id.*; see also, 2022 EAS Order, *supra* note 8.

the December deadline.²³ Neither Charter nor PSHSB raised the defective equipment rule. Charter asserts that because it knew it would meet the December compliance deadline and believed in good faith that it had 60 days under the FCC's rules to replace its non-compliant equipment, Charter did not respond to PSHSB's inquiries. Charter also asserts that it was given no reason to believe, after it submitted its notification to PSHSB, that the Company was not in compliance with the EAS Rules.

8. On March 22, 2024, 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 its upgrade of EAS Devices, and the Bureau issued supplemental questions on August 9, 2024.²⁴ The Company timely responded to the LOI and the Bureau's supplemental questions.²⁵

9. The Bureau asserts that Charter's EAS Devices were not "defective" under section 11.35(b) during the period Charter took them offline because, at the time of the off-site upgrades, each EAS Device was capable of performing the "monitoring and transmitting functions" that were required to be "available during the times the . . . [cable] systems [were] in operation."²⁶

10. The Company and the Bureau subsequently engaged in settlement negotiations. To resolve this matter, the Company and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

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

12. **Jurisdiction.** The Company 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.

13. **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.

14. **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, the Company 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 the Company concerning the matters that were the subject of the Investigation, or to set for hearing the question of the Company'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.²⁷

15. **Admission.** Charter admits for the purpose of this Consent Decree, and in express reliance on the provisions of paragraph 14 herein, that its actions described in paragraphs 4 through 7 herein are a true and accurate description of the facts underlying the Investigation.

²³ See e-mail from Austin Randazzo, Associate Bureau Chief, PSHSB, to Maureen O'Connell, VP Government Affairs, Charter Communications Inc. (Oct. 3, 2023, 16:30 EDT) (on file in EB-FIELDSCR-24-00036061).

²⁴ Letter of Inquiry to Charter Communications Inc. (Mar. 22, 2023) (on file in EB-FIELDSCR-24-00036061) (LOI); Supplemental Letter of Inquiry to Charter Communications Inc. (Aug. 9, 2024) (on file in EB-FIELDSCR-24-00036061).

²⁵ See LOI Response; Supplemental LOI Response.

²⁶ See 47 CFR § 11.35(a).

²⁷ See 47 CFR § 1.93(b).

16. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, the Company shall designate a vice president or above with requisite corporate, budget, 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 overseeing the development, implementation, and administration of the Compliance Plan and ensuring that the Company 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 EAS Rules prior to assuming his/her duties.

17. **Compliance Plan.** For purposes of settling the matters set forth herein, Charter agrees that it shall, within the dates set out below, develop and implement a Compliance Plan designed to ensure future compliance the EAS Rules and the terms and conditions of this Consent Decree. By the dates set forth below, and continuing until the Termination Date of this Consent Decree, Charter shall develop and implement, or, where processes already exist, improve upon, processes related to updating or replacing outdated EAS Devices without limiting its ability to comply with the EAS Rules. With respect to section 11.35(b) of the EAS Rules, Charter will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, Charter shall establish Operating Procedures (including, as necessary, reviewing and revising any existing procedures) that all Covered Employees shall follow to help ensure that Charter correctly applies section 11.35(b) of the EAS Rules during circumstances in which Charter must perform hardware upgrades of a material portion of Charter's deployed EAS Devices in order to comply with regulatory changes.
- (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. This requirement may be satisfied by reviewing and revising any existing Compliance Manual, as necessary. The Compliance Manual shall explain the application of section 11.35(b) of the EAS Rules during circumstances in which Charter must perform hardware upgrades of a material portion of Charter's deployed EAS Devices in order to comply with regulatory changes and set forth the Operating Procedures that Covered Employees shall follow to help ensure the Company's correct application of section 11.35(b) of the EAS Rules in such circumstances. The Company shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. The Company shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** The Company shall establish and implement a Compliance Training Program on compliance with the EAS Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of the Company's obligation to report incorrect application of section 11.35(b) of the EAS Rules as set forth in paragraph 18 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 ninety (90) 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. The Company 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.

18. **Reporting Noncompliance.** The Company shall report any incorrect application of section 11.35(b) of the EAS Rules that relates to circumstances in which Charter must perform hardware upgrades of a material portion of Charter's deployed EAS Devices in order to comply with regulatory changes 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 such noncompliance; (ii) the geographic area rendered unable to send or receive EAS signals, the number of subscribers affected, and the impact, if any, on the lack of functioning EAS Devices; (iii) the steps that the Company has taken or will take to remedy such noncompliance; (iv) the schedule on which such remedial actions will be taken; and (v) the steps that the Company 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, via EB-SED-Response@fcc.gov.

19. **Compliance Reports.** The Company shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date and twelve (12) months after the Effective Date.

- (a) Each Compliance Report shall include a description of the Company's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and section 11.35(b) of the EAS Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of the Company, stating that the Compliance Officer (i) has personal knowledge that the Company: (A) has established and implemented the Compliance Plan; and (B) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (ii) 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 18 of this Consent Decree, or with section 11.35(b) of the EAS Rules that relates to circumstances in which Charter must perform hardware upgrades of a material portion of Charter's deployed EAS Devices in order to comply with regulatory changes.
- (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.²⁸
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of the Company, 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 the Company 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 the Company 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.

20. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 16 through 19 of this Consent Decree shall expire twelve (12) months after the Effective Date.

21. **Settlement Amount.** The Company will pay a Settlement Amount to the United States Treasury in the amount of one million, one hundred thousand dollars (\$1,100,000) within thirty (30) calendar days of the Effective Date. The Company acknowledges and agrees that upon execution of this

²⁸ See *id.* § 1.16.

Consent Decree, the Settlement Amount and shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).²⁹ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. The Company shall send electronic notification of payment to EB-SED-Response@fcc.gov on the date that payment is made. Payment of the Settlement Amount 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 Settlement Amount payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:³⁰

- 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 159³¹ or printed CORES form³² 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 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).³³ 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.

²⁹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

³⁰ 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.

³¹ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

³² 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>.

³³ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

22. **Event of Default.** The Company agrees that an Event of Default shall occur upon the failure by the Company to pay the full amount of the Settlement Amount on or before the due date specified in this Consent Decree.

23. **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 Settlement Amount 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 Settlement Amount 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 become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by the Company.

24. **Waivers.** As of the Effective Date, the Company 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. The Company 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 the Company nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Company shall waive any statutory right to a trial *de novo*. The Company hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act³⁴ relating to the matters addressed in this Consent Decree.

25. **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.

26. **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.

27. **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 the Company does not expressly consent) that provision will be superseded by such Rule or order.

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

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

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

31. **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.

32. **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

³⁴ See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

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.

33. **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.

Peter S. Hyun
Acting Chief
Enforcement Bureau

Date

Clifford S. Harris
Senior Vice President – Legal, Programming, Product & Regulatory
Charter Communications, Inc.

Date