



**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

FILED

06/05/26

04:59 PM

A2606006

Joint Application of Consolidated Communications of California Company, LLC (d/b/a Fidium) (U 1015 C), Fidium Enterprise Services, LLC (U 7261 C), and Fidium Intermediate Holdings LLC For Approval of Transfer of Control to Fidium Intermediate Holdings LLC

A.26-_____

**JOINT APPLICATION OF
CONSOLIDATED COMMUNICATIONS OF CALIFORNIA COMPANY, LLC (D/B/A FIDIUM) (U 1015), FIDIUM ENTERPRISE SERVICES, LLC (U 7261 C), AND FIDIUM INTERMEDIATE HOLDINGS LLC
FOR APPROVAL OF TRANSFER OF CONTROL TO FIDIUM INTERMEDIATE HOLDINGS LLC**

[PUBLIC]

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June 5, 2026

I. INTRODUCTION.

Pursuant to the California Public Utilities Code Section 854(a)¹ and Rules 2.1, 2.2, 2.3, 2.4, and 3.6 of the California Public Utilities Commission’s (“Commission”) Rules of Practice and Procedure (“Rules”), Consolidated Communications of California Company, LLC (U 1015 C) (“Consolidated-California”),² and Fidium Enterprise Services, LLC (U 7261 C) (“Fidium-Enterprise”)³ (the “California Operating Companies”), seek Commission approval of a corporate reorganization that will insert a new intermediate holding company, Fidium Intermediate Holdings LLC (“Fidium-Intermediate”), immediately above the California Operating Companies in the overall holding company structure. Fidium-Intermediate joins the California Operating Companies as an applicant here, and collectively, these three entities will be identified as “Applicants.” This transaction will result in an indirect change in ownership at the intermediate holding company level as to the California Operating Companies; however, it will have no impact on their ultimate ownership or any other intermediate holding companies that are already part of the existing corporate structure above the California Operating Companies. Except for insertion of Fidium-Intermediate in the vertical ownership chain, control of the California Operating Companies under this transaction will remain consistent with Decision (“D.”) 24-09-037, the decision authorizing Condor Holdings, LLC (“Condor”) to assume ownership of the California Operating Companies. This *pro forma* transaction will be seamless and transparent to customers and will not result in changes to the rates, terms, or conditions of the services customers receive nor will it result in any day-to-day operational changes for the utility operations of the California Operating Companies.

The California Operating Companies are regulated telephone corporations serving in portions of the greater Sacramento area, and each has a long, rich history of providing voice

¹ All statutory references herein are to the California Public Utilities Code unless otherwise indicated.

² Consolidated-California was previously known as Consolidated Communications of California Company, but it converted its corporate form to a Limited Liability Company (“LLC”), effective January 30, 2025. Consolidated-California notified the Commission of this change through Advice Letter Nos. 2100 and 2100-A, and Advice Letter 2100-A was approved with an effective date of March 1, 2025. Consolidated-California also informed the Commission of its new fictitious business name through Advice Letter 2104, filed on September 24, 2025, which was granted by operation of law.

³ Fidium-Enterprise was formerly known as Consolidated Communications Enterprise Services, LLC, but its name was formally changed to Fidium Enterprise Services, LLC on September 22, 2025. Advice Letter No. 35 was submitted as a “Tier 1” filing on October 9, 2025 to inform the Commission of the name change, and it was granted by operation of law.

service, other local exchange services, and various non-regulated services to communities within its service area. Consolidated-California is an Incumbent Local Exchange Carrier (“ILEC”), the successor-in-interest to the former Roseville Telephone Company (later called “SureWest Telephone”), which began serving Placer County more than 100 years ago. Consolidated-California’s system now includes significant portions of Placer and Sacramento Counties. Fidium-Enterprise, previously known as Consolidated Communications Enterprise Services, LLC (and earlier “SureWest TeleVideo”) is a Competitive Local Exchange Carrier (“CLEC”) and Non-Dominant Interexchange Carrier (“NDIEC”), serving additional areas of Sacramento County outside of Consolidated-California’s footprint, with its operations focused in Elk Grove. Both companies are indirect wholly owned subsidiaries of Condor Holdings LLC (“Condor”).⁴ Condor is a holding company that is wholly owned by an investment fund affiliated with Searchlight Capital Partners, L.P. (“Searchlight”).

As explained in greater detail below, this *pro forma* transaction is necessary to facilitate an internal restructuring for tax and business efficiency purposes. No changes in operations, rates, adjustments to service terms or conditions, dispositions of assets, or modifications in regulatory obligations or certifications will occur as a result of this transaction. At the same time, the transaction will benefit the public by ensuring that the California Operating Companies will be better positioned to attract capital resources to fund their ongoing operations, expand their infrastructure investments, and provide for short-term and long-term stability for the benefit of consumers. This upstream corporate restructuring will solidify an attractive corporate structure to help facilitate the acquisition of additional debt and equity as needed to support operations in California.

Applicants individually and cumulatively have far less than \$500,000,000 in “gross annual California revenues,” so this Application presents a straightforward application of the pre-approval standards in Public Utilities Code Section 854(a).⁵ Commission precedent confirms that transfers of control should be approved if they are “not adverse to the public interest,”⁶ and the materials provided with this Application demonstrate that this standard is amply met. In addition, to maximize the benefits of this transaction for the California Operating Companies and

⁴ See D.24-09-037 (approving Condor acquisition).

⁵ See Pub. Util. Code § 854(b), (c) (confirming \$500,000,000 trigger for heightened review requirements).

⁶ See D.12-06-004, at 13; see also D.10-10-017, at 60 (COL 3(a)).

their ratepayers, and to mitigate the costs, burdens, and disruptions during the pendency of this transaction, the Commission should process this Application on an expedited basis.

II. SUMMARY OF REQUESTED RELIEF.

Applicants seek approval of the *pro forma* transfer of control of the California Operating Companies that will insert Fidium-Intermediate into the vertical corporate ownership chain in between Fidium, LLC and Fidium Holdings, LLC, both of which are currently intermediate holding companies for the California Operating Companies. An organizational chart is provided herewith as **Exhibit A**, depicting the corporate structure before and after the proposed transaction.

Applicants are undertaking this minor reorganization transaction for tax and business purposes that will afford the parent company and the whole family of companies greater flexibility in pursuing long term debt financing transactions in the years 2027 and beyond. Through such additional flexibility, the parent company will be well positioned to provide for the long-term financial health of the California Operating Companies, encourage further investment in California telecommunications infrastructure, and secure a strong operational platform for the benefit of consumers in the greater Sacramento area. Granting this Application is therefore consistent with the public interest. Given the straightforward nature of this transaction, the overall financial benefits of its consummation, and the lack of any adverse impact on ratepayers, the Commission should establish a schedule that will result in resolution of this proceeding within six months, or by no later than December 2026, so that the company can consummate its new structure by the beginning of 2027.

III. STANDARD OF REVIEW.

This Application seeks the Commission’s approval of the *pro forma* transfer of control of the California Operating Companies pursuant to Section 854(a). Neither Fidium-Intermediate nor the California Operating Companies jointly has gross annual California revenues of more than \$500 million per year. Accordingly, the provisions of Sections 854(b) and (c) do not apply to this transaction.⁷

The standard applied by the Commission to determine if a transaction should be approved under Section 854(a) is whether the transaction will be “adverse to the public interest.”⁸ In

⁷ See Pub. Util. Code § 854(b), (c).

⁸ See D.12-06-004, at 13; see also D.10-10-017, at 60 (Conclusion of Law 3(a)); D.23-02-010, at 9.

enunciating this standard, the Commission has explained that transfer of control transactions should be approved absent a compelling reason to the contrary on the basis that “California ‘reaps enormous benefits’ from public utility services, [and] it is ‘in the public interest to foster a business climate in California that is hospitable to utilities.’”⁹ Accordingly, the Commission has found that Section 854(a) transactions “should be approved absent a compelling reason to the contrary.”¹⁰

IV. APPLICANTS.

Applicants include two regulated California Operating Companies (Consolidated-California and Fidium-Enterprise). The third Applicant is the company that will serve as the indirect holding company of Fidium, LLC (“Fidium”) after the transaction is completed, Fidium-Intermediate. A description of each applicant follows:

Consolidated-California, a California company, is an indirect, wholly owned subsidiary of Condor. Consolidated-California began operations under its original name, Roseville Telephone Company, in 1914.¹¹ The company later changed its name to SureWest Telephone. Consolidated-California remains an ILEC and a common carrier as defined by Section 153 of the Communications Act of 1934 (“Communications Act”).¹² Consolidated-California has and will continue to operate as a telephone corporation under Public Utilities Code Section 234(a), and the company is currently designated as a Carrier of Last Resort (“COLR”) in its service territory. Consolidated-California began as a small, family-owned ILEC, serving the City of Roseville, but it expanded its footprint over many decades to include the areas of Antelope, Citrus Heights, Granite Bay, Rocklin, Roseville, and portions of Sacramento County. Consolidated-California has 45,214 fiber-to-the-premises passings providing symmetrical speeds up to 2 Gigabits per second (“Gbps”). Consolidated-California has approximately 8,859 regulated voice customers, including both residential and business services. The Federal Communications Commission (“FCC”) broadband data collection shows 95,211 locations in its territory, of which 93,302 (or 98.0%) are deemed locations “served” with high-speed broadband. It also provides various

⁹ D.09-10-056, at 15.

¹⁰ *Id.*

¹¹ Roseville Telephone Company was the predecessor to SureWest Telephone, which was acquired by Consolidated Communications Holdings, Inc. (“CCHI”) pursuant to D.12-06-004.

¹² 47 U.S.C. § 153(11).

interstate services pursuant to FCC authority.

Fidium-Enterprise, a Delaware limited liability company, is also an indirect, wholly owned subsidiary of Condor. In California, Fidium-Enterprise is authorized to provide regulated local exchange service as a CLEC in AT&T, Frontier, and Consolidated-California service territories and interexchange service statewide.¹³ Fidium-Enterprise is the successor in interest to SureWest TeleVideo, a small CLEC with a fiber-based system focused on the Elk Grove area. Fidium-Enterprise has a robust network, spanning a wide area in Elk Grove, North Highlands, and Sacramento County. Fidium-Enterprise is also authorized to provide interstate telecommunications services pursuant to FCC authority. Like Consolidated-California, Fidium-Enterprise is a telephone corporation under California law and a common carrier under FCC regulations. Fidium-Enterprise serves approximately 2,225 regulated voice access lines in California, including residential and business services. It also provides non-regulated Voice over Internet Protocol (“VoIP”) and broadband Internet access in its capacity as an Internet Service Provider (“ISP”). Fidium-Enterprise has 121,684 fiber-to-the-home passings in its CLEC footprint providing symmetrical speeds up to 2 Gbps.

Fidium-Intermediate, a Delaware limited liability company, is a wholly owned subsidiary of Fidium Holdings, LLC (f/k/a as Consolidated Communications Holdings Inc.) that was recently formed for the purpose of this *pro forma* transaction. Fidium-Intermediate has no operations and there is no plan for it to ever have operations; it does not and will not provide telecommunications services in California or any other state and will have no other business other than holding the membership interests the California Operating Companies and other similar subsidiaries operating in other states.

V. THE TRANSACTION EFFECTUATING THE TRANSFER OF CONTROL.

This *pro forma* transaction involves the insertion of Fidium-Intermediate in the California Operating Companies intermediate chain of ownership. The direct owner of both California Operating Companies, Fidium, will remain unchanged and the ultimate ownership of the California Operating Companies will likewise remain the same. The insertion of Fidium Intermediate into the chain of ownership is expedient to achieve various tax and business efficiency benefits.

As noted above, diagrams depicting the current and post-*Pro Forma* Transaction

¹³ See D.02-07-042 and D.14-08-040.

corporate ownership structure of the California Operating Companies are provided in **Exhibit A**. None of these corporate changes will impact the day-to-day operations of either of the California Operating Companies or the rates terms and conditions under which the California Operating Companies provide service. Indeed, this *pro forma* transaction will have no impact on the companies' customers, operations, interactions with other carriers, or regulatory responsibilities.

VI. PROCEDURAL REQUIREMENTS.

Applicants hereby address the procedural requirements attendant to Applications before the Commission under Rules 2.1 through 2.4 and the specific requirements for requests to transfer control in Rule 3.6.

A. Authority and Description of Authorization Sought (Rule 2.1).

This Application is submitted pursuant to Section 854(a) of the California Public Utilities Code and Rule 3.6. Applicants seek authority for Fidium-Intermediate to "acquire" indirect "control" of two California public utilities, Consolidated-California and Fidium-Enterprise.¹⁴ The proposed change in ownership will be effectuated through an internal restructuring executed by Applicants' parent companies, through which the LLC membership interests in Fidium will be transferred to Fidium-Intermediate so that the California Operating Companies become indirect, wholly owned subsidiaries of Fidium-Intermediate.

B. Name and Address (Rule 2.1(a)).

1. Fidium-Intermediate: Transferee's full legal name is Fidium Intermediate Holdings LLC. Fidium-Intermediate is headquartered at 121 South 17th Street, Mattoon, IL 61938.

2. Consolidated-California: Consolidated-California's full legal name is Consolidated Communications of California Company, LLC. Consolidated-California is headquartered at 121 South 17th Street, Mattoon, IL 61938.

3. Fidium-Enterprise: Fidium-Enterprise's full legal name is Fidium Enterprise Services, LLC. Fidium-Enterprise is headquartered at the same address as Consolidated-California and Fidium-Intermediate.

C. Notices And Communications (Rule 2.1(b)).

Notices and communications regarding this Application and the proceeding that it

¹⁴ See Rule 3.6.

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**D. Issues To Be Considered, Categorization and Proposed Schedule
(Rule 2.1(c)).**

Applicants' request concerns the straightforward application of Public Utilities Code Section 854(a) to an indirect transfer of control at the intermediate holding company level that will have no impact on the day-to-day operations of the underlying public utilities, and which will have no detrimental impacts on ratepayers. The sole issue in the proceeding is a confirmation that the transaction will not be adverse to the public interest.

The appropriate categorization for the proceeding is "ratesetting," which is the default classification that the Commission reserves for proceedings that do not "clearly fit into any of the categories" in the Commission's Rules.¹⁵ The Commission has consistently classified transfer of control proceedings similar to this as "ratesetting" proceedings, even though no rates will be

¹⁵ See Rules 1.3(e), 7.1(e)(2).

impacted by the relief requested.¹⁶

The transaction giving rise to the transfer of control impacts operations in 23 other states, and the approval procedures in those other states are all expected to be completed by the end of the third quarter 2026. The Commission should establish a schedule that resolves this proceeding efficiently, consistent with expectations in those other jurisdictions. This will ensure that the benefits of the transaction can be realized as soon as possible, without unnecessary distractions, delays, or continued costs associated with a pending transaction.

No hearing should be necessary to resolve this proceeding. Applicants propose the following procedural schedule:

Application Filing Date	June 5, 2026
Appearance in Daily Calendar	June 10, 2026
Protest Deadline	July 10, 2026
Reply to Protests	July 20, 2026
Pre-Hearing Conference	July 24, 2026
Scoping Memo	August 7, 2026
Proposed Decision	November 3, 2026
Final Decision	December 3, 2026

This schedule should provide sufficient time to evaluate the issues in the case and provide some flexibility in processing the final decision, which Applicants request be issued no later than the Commission's December 3, 2026 agenda meeting.

E. Corporate Formation and Business Qualification (Rules 2.1(a), 2.2).

Organizational documents for each of the Applicants are provided as **Exhibit B**. Evidence of Fidium Enterprise's qualification to do business in California is provided as **Exhibit C**. Fidium-Intermediate is a holding company that does not have operations in California or any state. Therefore, it does not transact business in California and is not required to obtain a certificate to do so.

F. Character of the Businesses Involved in the Transaction (Rule 3.6(a)).

The California Operating Companies provide local exchange telephone service in the

¹⁶ See, e.g., D.05-11-028, at 108 (COL 1) (decision resolving SBC acquisition confirming that "[t]his proceeding is a rate setting proceeding."); D.12-06-004, at 5 (decision approving CCHI's acquisition of the California Operating Companies).

greater Sacramento area. Consolidated-California holds a statutory franchise as an ILEC,¹⁷ serving a defined geographic area in Placer County and northeastern Sacramento County. Fidium-Enterprise holds a Certificate of Public Convenience and Necessity (“CPCN”) as a CLEC.¹⁸ It is authorized to provide local exchange service throughout Frontier, AT&T, and Consolidated-California service territories, but its operations are provided primarily in the Sacramento metropolitan area, including in Elk Grove, a suburb just south of Sacramento. In addition to providing basic local exchange service, the California Operating Companies provide regulated switched and special access services. Fidium-Enterprise also provides long-distance service pursuant to its statewide authority as a NDIEC. Fidium-Enterprise also provides a variety of non-regulated services, including VoIP and broadband Internet access services.

Fidium-Intermediate is a holding company that was formed to effectuate the transaction described in this Application. It currently has no operations but will assume a holding company role as to the California Operating Companies once the transaction is consummated.

G. California Environmental Quality Act Compliance (Rule 2.4).

The California Environmental Quality Act (“CEQA”) applies only to “projects,” which are defined as any “activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.”¹⁹ CEQA does not apply where the “activity will not result in a direct or reasonably foreseeable indirect physical change in the environment.”²⁰ The regulations implementing CEQA provide for an exemption “[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.”²¹

The Commission has concluded on numerous occasions that a proposed transaction that

¹⁷ See Pub. Util. Code § 7901; *Pacific Telephone v. Los Angeles* 44 Cal.2d 272 (1955); *Postal Tel.-Cable Co. v. Railroad Com.*, 200 Cal. 463 (1927); see also D.10-12-056 (“ILECs . . . have operating authority that predates the requirement for a CPCN . . .”); D.09-07-019 (“An ILEC is a local telephone corporation that was the exclusive certificated local telephone service provider in a franchise territory established before the Telecommunications Reform Act of 1996 . . .”).

¹⁸ See D.00-03-047 at 13 (OP 1) (reflecting CPCN issued to Fidium’s predecessor in interest). In 2002, the Commission granted approval for SureWest Televideo to acquire WINCO’s assets, customer base, including its CPCN. D.02-07-042 at 6 (OP 1). In 2016, the Commission granted authorization to merge SureWest into Fidium (formerly known as Consolidated Communications Enterprise Services, LLC), including the transfer of SureWest’s authority to “operate as a limited facilities-based and reseller of competitive local exchange services.” D.16-04-008 at 12 (OP 2).

¹⁹ See Pub. Res. Code § 21065.

²⁰ 14 CCR § 15060(c)(2).

²¹ 14 CCR § 15061(b)(3).

simply involves the transfer of equity interests does not require CEQA review because there is no possibility that granting the application would have an adverse effect on the environment where, as here, no authority for new construction is requested by the Application.²² Indeed, the Commission reached this very same conclusion in reviewing a previous acquisition of the California Operating Companies.²³ Likewise, in the present Application, the proposed transfer of control is not a request to construct or transfer any physical facilities, but rather involves only a change of indirect control of the California Operating Companies through the insertion of an indirect, corporate parent in the chain of ownership. There is no reason to believe that the transaction will impact the environment, so it should be deemed exempt from CEQA without any further review.

H. Financial Statements (Rules 2.3, 3.6(e), 3.6(g)).

Rule 3.6(e) requires the submission of a financial statement in connection with “merger proceedings” and “other transfer proceedings.”²⁴ The transaction here will be effectuated through the insertion of an indirect intermediate parent company, so the California Operating Companies will not be merged and will instead continue in their current corporate forms after the transaction. Therefore, this transaction is best characterized as an “other transfer proceeding” under Rule 3.6(e), which requires the submission of “a balance sheet as of the latest available date, together with an income statement covering [the] period from close of [the] last year for which an annual report has been filed with the Commission.”²⁵ For the California Operating Companies, the most recent annual report was submitted to the Commission on June 2, 2025, reflecting 2024 financials.

Neither Consolidated-California nor Fidium-Enterprise have separately audited financials. However, their financials are audited annually as part of the consolidated audit of

²² See, e.g., D.93-11-002, 1993 Cal. PUC LEXIS 859 at *4 (Commission concluded that the proposed transaction did not require CEQA review, finding that “the proposed transfer will have no adverse effect or impact on the environment because the transaction involves only the transfer of outstanding shares of stock”); see also D.06-09-017, at 6 (COL 3) (proposed transaction did not require CEQA review based on Commission’s conclusion that “[s]ince Applicants will be constructing no facilities, it can be seen with certainty that there will be no significant effect on the environment”); D.09-10-056, at 18 (Frontier’s acquisition of a portion of Verizon’s public utility operations in California did not require CEQA review); D.21-04-008 at 54 (“this Application seeks Commission approval of a corporate reorganization, not authority to undertake a particular project”).

²³ D.12-06-004, at 21.

²⁴ Rule 3.6(e).

²⁵ Rule 3.6(e).

their parent Fidium LLC. A copy of Fidium LLC’s audited financial statement for 2025, is attached as **Exhibit D**, subject to a motion for confidential treatment. In addition, unaudited financials for Consolidated-California and Fidium-Enterprise as of March 31, 2026 are supplied under seal as **Exhibit E** and **Exhibit F**, respectively, subject to a motion for confidential treatment.

Fidium Intermediate was recently formed for the purpose of the Transaction and does not have any current operations or financial statements.

I. Compliance with Environmental and Social Justice Action Plan.

The Commission initially adopted its Environmental and Social Justice (“ESJ”) Action Plan in February 2019 to ensure that it considers whether actions by public utilities may have disproportionate impacts upon certain communities within the state. In April 2022, the Commission adopted Version 2.0 of its ESJ Action Plan. The Commission’s current ESJ Action Plan includes a series of goals, identifies ways the Commission can use its regulatory authority to address health and safety, consumer protection, and enforcement concerns across the energy, telecommunications, and water utilities as well as the railroads and transportation companies, and commits the Commission to advancing decisions and programs that strive to provide everyone across the state with consumer protections and other benefits. ESJ communities include those which may be subject to a disproportionate impact from one or more environmental hazards, or that are likely to experience disparate implementation of environmental regulations and socioeconomic investments in their communities.

In recognition of the ESJ Action Plan, Applicants affirm their commitment to principles embodied in the Commission’s current ESJ Action Plan. Applicants commit to protecting the environment, reducing their carbon footprint where possible, and supporting concepts of diversity, inclusion and belonging. Approving the Application will allow the California Operating Companies to continue operating their business and achieving their environmental and social justice goals reflective of the ESJ Action Plan.

Furthermore, because the proposed change in ownership will occur at the holding company level, it will not affect any of the operations of the entities holding certificates of public convenience and necessity. Applicants affirm that the proposed *pro forma* transfer of control will not negatively impact disadvantaged neighborhoods or communities in California. For all

these reasons, granting the Application is consistent with the Commission's ESJ Action Plan.

VII. VERIFICATIONS AND CERTIFICATIONS.

In connection with certain types of applications, the Commission requires affirmative disclosures of previous bankruptcies, criminal or civil sanctions, and regulatory or law enforcement investigations involving the applicant or its affiliates, officers, directors, partners, agents, and/or owners.²⁶ While the instant Application concerns a *pro forma* transfer of control and not a request for operating authority or a "transfer" of a CPCN, Applicants are aware of recent Commission proceedings in which these disclosures have been required even for requested transfers of control. In light of these authorities and in the interests of transparency and completeness, Applicants hereby offer the following disclosures in accordance with the attestations required in D.13-05-035.

Aside from the limited items identified in **Exhibit G** to the Application, to the best of Applicants' knowledge following a reasonable inquiry, neither Applicants, nor any of their current affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of Applicants, or anyone acting in a management capacity for Applicants has: (1) held one of these positions with a company that filed for bankruptcy; (2) been personally found liable, or held one of these positions with a company that has been found liable, for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (3) been convicted of a felony; (4) been the subject of a criminal referral by a judge or public agency; (5) had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction; (6) personally entered into a settlement, or held one of these positions with a company that has entered into settlement of criminal or civil claims involving violations of Sections 17000, *et seq.*, 17200, *et seq.*, or 17500, *et seq.* of the California Business and Professions Code, or of any other statute, regulation, or decisional law relating to fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (7) been found to have violated any statute, law, or rule pertaining to public utilities or regulated industries; or (8) entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general. Similarly, to the best of Applicants' knowledge following a reasonable inquiry,

²⁶ See D.13-05-035 at 59 (O.P. 14) (adopting disclosure requirements for "[t]elephone corporations seeking or transferring a Certificate of Public Convenience and Necessity").

neither Applicants nor any affiliate, officer, director, partner, nor owner of more than 10% of Applicants, or any person acting in such capacity, whether or not formally appointed, is being or has been investigated by the FCC or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

VIII. APPROVAL OF THE TRANSFER OF CONTROL IS IN THE PUBLIC INTEREST.

The proposed transaction satisfies the public interest standards necessary for Commission approval. The transfer of control of the California Operating Companies is governed by Section 854(a), and the transaction should be approved because it is not “adverse” to the public interest. The management and operations of the California Operating Companies will remain intact following this transaction. The California Operating Companies are expected to continue to be managed and operated by the same officers and key personnel. They will continue to have the managerial, technical, and financial qualifications to provide high-quality telecommunications services to customers in California.

The transaction is structured only as a *pro forma* change of ownership at the intermediate holding company level and will not affect any of the operations or legal identity of the California Operating Companies. Likewise, the transaction will not result in any changes in the rates, terms, and conditions of service for California ratepayers. Similarly, billing systems, customer service, and other customer-facing operations will remain consistent after the transaction. Therefore, the transaction will be seamless to customers. Any future changes will be executed with careful planning and implementation in the normal course of business operations.

The transaction will also be fair and reasonable to the California Operating Companies’ employees. There are no changes in personnel planned as a result of this transaction; employment decisions will continue to be based on the functions that are necessary to best serve consumers and maintain efficiencies in the California Operating Companies’ operations.

The proposed transfer of control will also have no impact on the Commission’s jurisdiction over the California Operating Companies. The Commission will retain its existing ability to effectively regulate and audit the California Operating Companies’ public utility operations in the state, consistent with its constitutional duties and direction from the California Legislature.

The proposed transaction will result in public interest benefits. As explained above, the

insertion of Fidium Intermediate into the chain of ownership of the California Operating Companies provides the organization as a whole with a more stable and tax efficient structure to pursue additional debt and credit opportunities in the market beginning in 2027 and in future years. Those credit opportunities are valuable as they are expected to provide the California Operating Companies with increased access to stable and reasonably priced capital, thus enabling further investment in their modern broadband infrastructure, advancing competition in California, and allowing the California Operating Companies to deliver better and more advanced services to California customers.

Based on the facts supplied in this Application, the statutory public interest standards are clearly met.

IX. REQUEST FOR EXPEDITED RESOLUTION.

As discussed above, Applicants request that this Application be processed on an expedited basis and that the requested relief be granted no later than November 19, 2026. Expeditious treatment is appropriate because delay in the regulatory approval process risks creating uncertainty and competitive harm. Receiving timely approvals will enable the Applicants to undertake the necessary business preparations to complete the transactions, while delay in the regulatory approval process will prevent the Applicants from promptly realizing the economic and operational benefits from the transaction. These harms would be magnified given the national scope of this transaction.

The transaction does not present novel or complex issues for the Commission's consideration. It is a straightforward *pro forma* transfer of control that will be transparent to California ratepayers, and which will provide significant financial and operational benefits to the California Operating Companies. Accordingly, Applicants respectfully submit that the information presented in this Application is sufficient to permit the Commission to approve the transfer of control within the reasonable, six-month period in the proposed schedule set forth above.

X. LIST OF EXHIBITS.

Exhibit A	Diagrams Depicting Transaction
Exhibit B	Organizational Documents
Exhibit C	California Qualification to do Business
Exhibit D [CONFIDENTIAL]	Fidium, LLC and Subsidiaries Audited Financials (December 31, 2025)
Exhibit E [CONFIDENTIAL]	Consolidated Communications of California Company, LLC Unaudited Financials (March 31, 2026)
Exhibit F [CONFIDENTIAL]	Fidium Enterprise Services, LLC Unaudited Financials (March 31, 2026)
Exhibit G	Disclosures Pursuant to D.13-05-035

XI. CONCLUSION.

Based on the foregoing, the proposed transfer of control satisfies all statutory standards and is consistent with the public interest. The Application should be approved expeditiously to ensure that the benefits of the transaction can inure to the California Operating Companies as soon as reasonably possible.

Respectfully submitted on June 5, 2026 at Oakland, California.

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Intermediate Holdings LLC

VERIFICATION

I, Garrett Van Osdell, am the Chief Legal Officer and Corporate Secretary of Fidium Holdings, LLC (“Fidium Holdings”). I am authorized to make this Verification on behalf of Consolidated Communications of California Company, LLC, Fidium Enterprise Services, LLC, and Fidium Intermediate Holdings, LLC. I verify, based on my personal knowledge and/or on information and belief, the following on their behalf:

1. I have read the attached Joint Application for Transfer of Control of Consolidated Communications of California Company, LLC and Fidium Enterprise Services, LLC, and certify that, to the best of my knowledge, the statements contained therein as they pertain to Consolidated Communications of California Company, LLC, Fidium Enterprise Services, LLC, and Fidium Intermediate Holdings, LLC are true and correct.
2. I specifically verify additional factual matters related to the topics identified in Commission Decision (“D.”) 13-05-035. Subject to the exceptions and details set forth in Exhibit G to the Application, I hereby affirm that, to the best of my knowledge based upon a reasonable, diligent inquiry, neither Consolidated Communications of California Company, LLC, Fidium Enterprise Services, LLC, nor Fidium Intermediate Holdings, LLC nor any of the current affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of either of Consolidated Communications of California Company, LLC, Fidium Enterprise Services, LLC, and Fidium Intermediate Holdings, LLC, nor anyone acting in a “management capacity” as an officer or member of the board of directors for either of Consolidated Communications of California Company, LLC, Fidium Enterprise Services, LLC, and Fidium Intermediate Holdings, LLC has:
 - (a) held one of these positions with a company that filed for bankruptcy;
 - (b) been personally found liable, or held one of these positions with a company that has been found liable, for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others;
 - (c) been convicted of a felony;
 - (d) been (to his/her knowledge) the subject of a criminal referral by judge or public agency;
 - (e) had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction;
 - (f) personally entered into a settlement, or held one of these positions with a company that has entered into settlement of criminal or civil claims involving violations of sections 17000 et seq., 17200 et seq., or 17500 et seq. of the California Business & Professions Code, or of any other statute, regulation, or decisional law relating to fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others;
 - (g) been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries; or
 - (h) entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body,

(h) entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general.

3. Furthermore, subject to the limited exceptions and details set forth in Exhibit G to the Application, to the best of my knowledge, neither Consolidated Communications of California Company, LLC, Fidium Enterprise Services, LLC, or Fidium Intermediate Holdings, LLC, nor any affiliate, officer, director, partner, nor owner of more than 10% of either of Consolidated Communications of California Company, LLC, Fidium Enterprise Services, LLC, or Fidium Intermediate Holdings, LLC nor any person acting in such capacity whether or not formally appointed, is being or has been investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order.
4. To prepare this Verification as it pertains to the matters identified in D.13-05-035, I engaged in a reasonable inquiry to gather information regarding Consolidated Communications of California Company, LLC, Fidium Enterprise Services, LLC, and Fidium Intermediate Holdings, LLC that may implicate the verification requirements set forth in D.13-05-035. This Verification as it pertains to the D.13-05-035 verification requirements is based principally on the results of this reasonable inquiry, and I have no personal knowledge of any additional facts that would be within the disclosures in D.13-05-035 other than the items identified in Exhibit G to the Application.
5. Consolidated Communications of California Company, LLC, Fidium Enterprise Services, LLC, and Fidium Intermediate Holdings, LLC are in compliance with all surcharge and user fee remittances, bonding requirements under D.13-05-035, and the annual reporting obligation imposed by the Commission.
6. There are no formal or informal complaints pending against Consolidated Communications of California Company, LLC, Fidium Enterprise Services, LLC, and Fidium Intermediate Holdings, LLC at the Commission.
7. The Commission has not fined or sanctioned Consolidated Communications of California Company, LLC, Fidium Enterprise Services, LLC, or Fidium Intermediate Holdings, LLC.

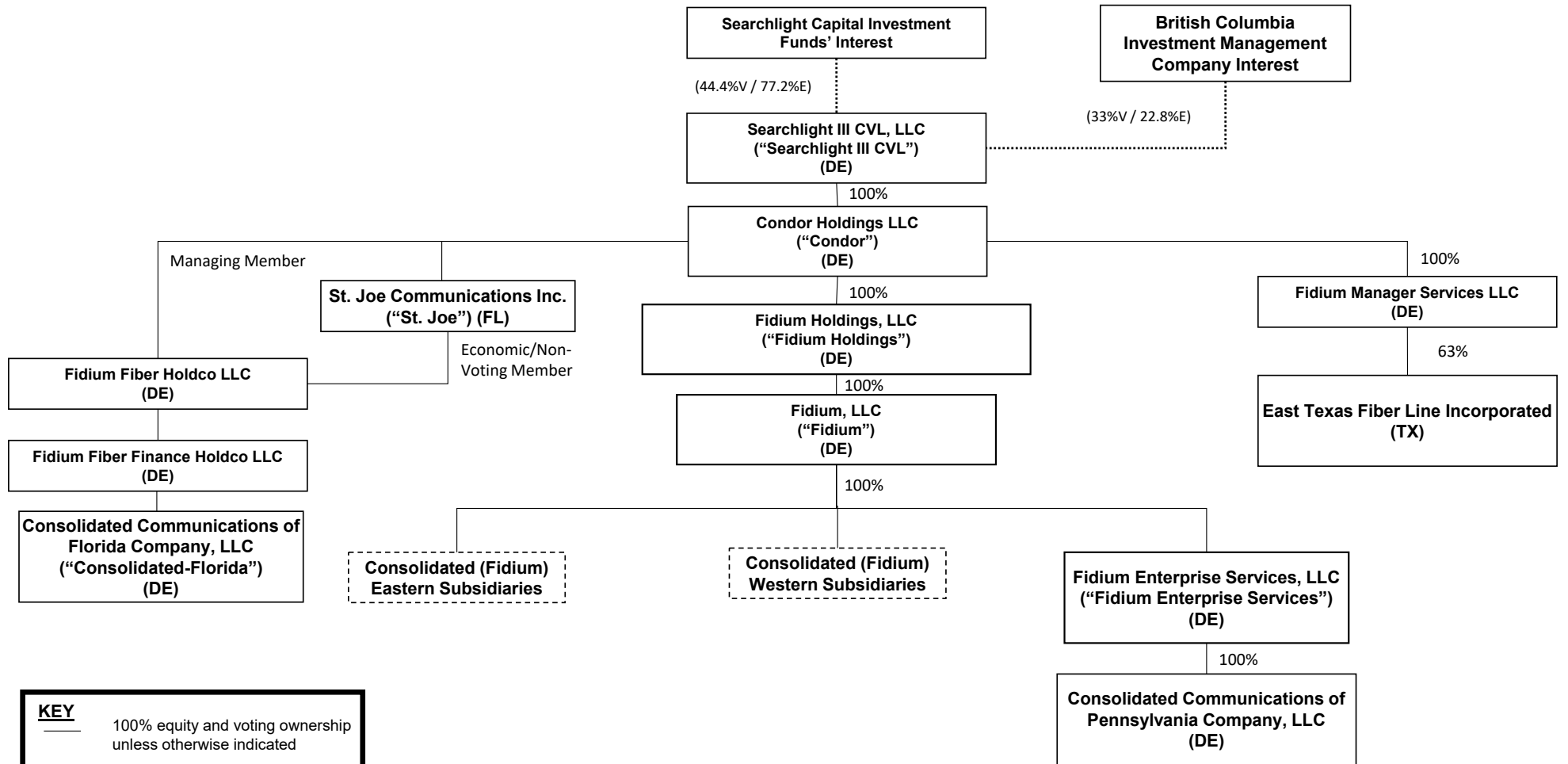
I affirm and declare under penalty of perjury under the laws of the State of California, including Rule 1.1 of the California Public Utilities Commission Rules of Practice and Procedure, that, to the best of my knowledge, all of the statements and representations made in this Application as they pertain to Consolidated Communications of California Company, LLC, Fidium Enterprise Services, LLC, and Fidium Intermediate Holdings, LLC are true and correct.



Garrett Van Osdell
Chief Legal Officer and Corporate Secretary
Fidium Holdings, LLC

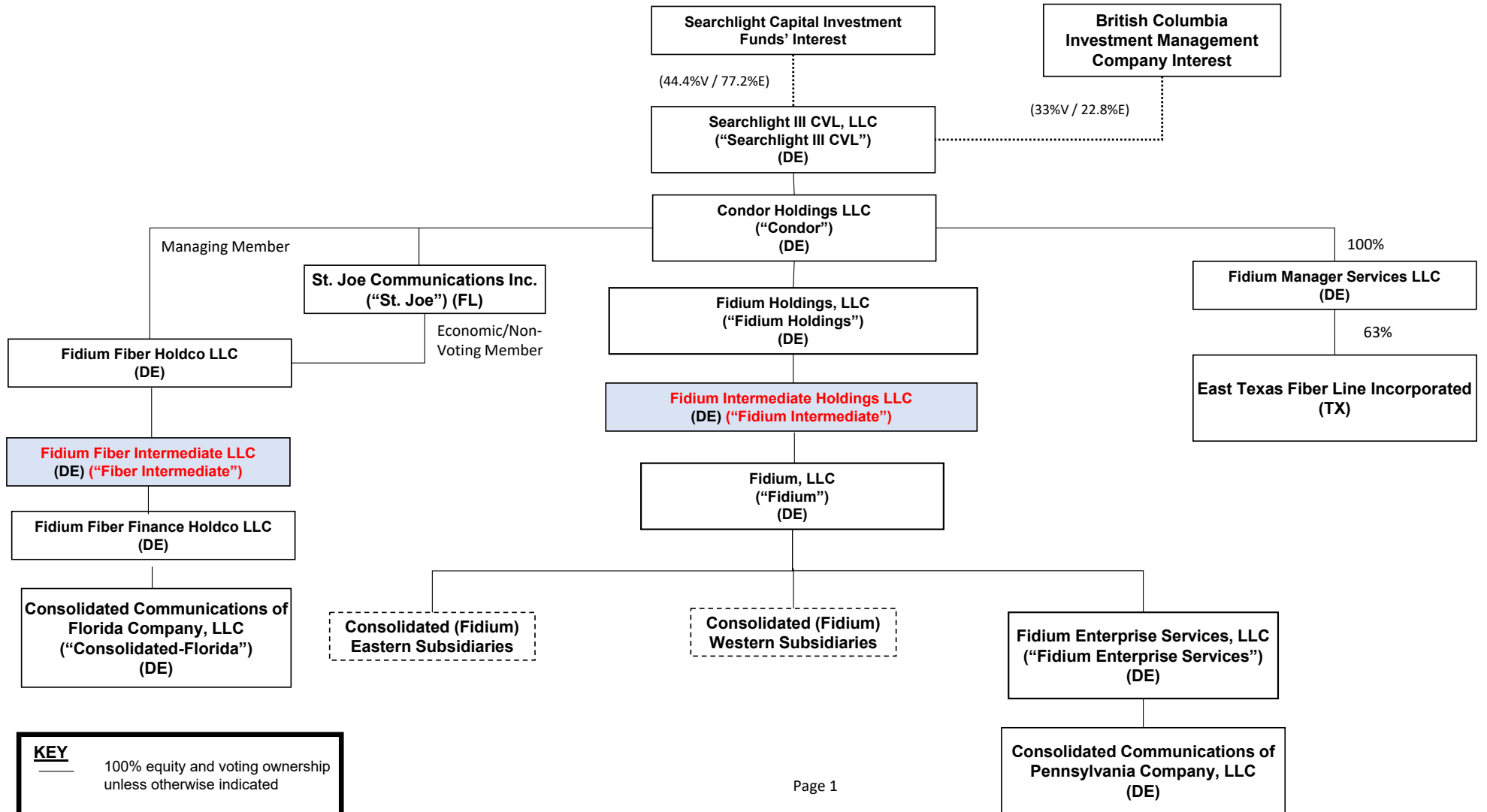
Exhibit A

Fidium Holdings, LLC (f/k/a Consolidated Communications Holdings, LLC) **CURRENT** Ownership Structure

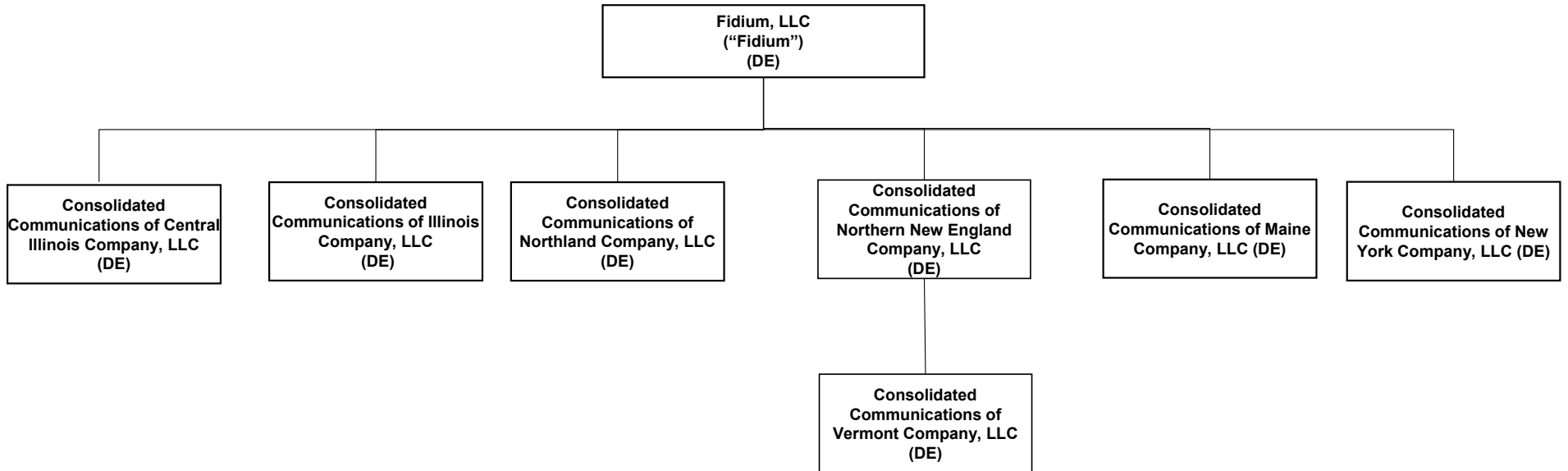


KEY
 _____ 100% equity and voting ownership unless otherwise indicated

Fidium Holdings, LLC (f/k/a Consolidated Communications Holdings, LLC) **POST-CLOSE** Ownership Structure

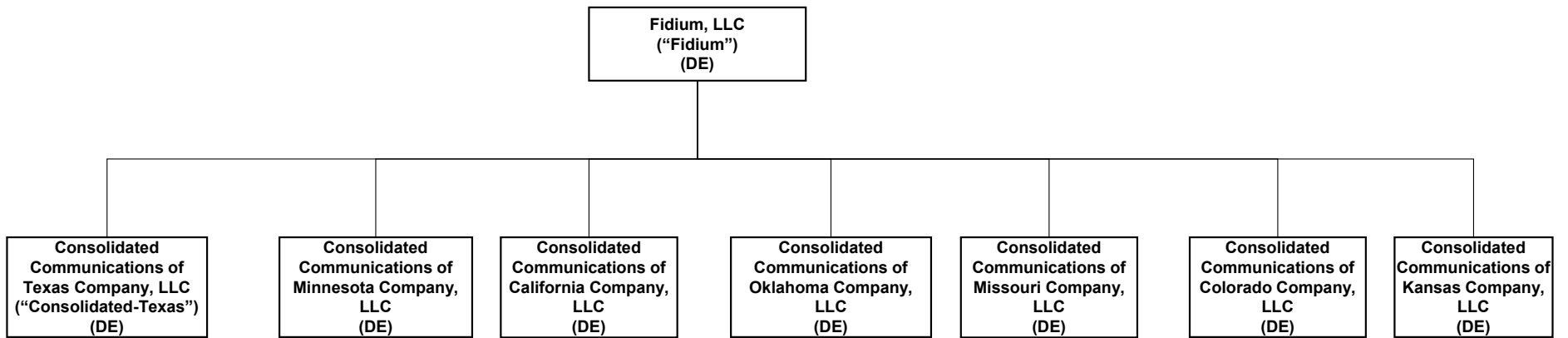


Ownership Structure of Fidium (Consolidated) Eastern Subsidiaries



KEY
_____ 100% equity and voting ownership
unless otherwise indicated

Ownership Structure of Fidium (Consolidated) Western Subsidiaries



KEY
_____ 100% equity and voting ownership
unless otherwise indicated

Exhibit B

Consolidated Communications of California Company, LLC

LIMITED LIABILITY COMPANY AGREEMENT

OF

CONSOLIDATED COMMUNICATIONS OF CALIFORNIA COMPANY, LLC

This Limited Liability Company Agreement (as amended from time to time, this “Agreement”) of Consolidated Communications of California Company, LLC (the “Company”), dated and effective as of January 30, 2025, is entered into by Consolidated Communications, Inc., an Illinois corporation, as the sole member of the Company (the “Member”).

The Member, by execution of this Agreement and the filing of a certificate of formation of the Company (the “Certificate of Formation”) with the Office of the Secretary of State of the State of Delaware, hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 *Del. C.* §§ 18-101 *et seq.*), as amended from time to time (the “Act”), and hereby agrees as follows:

1. **Name.** The name of the Company is “Consolidated Communications of California Company, LLC,” or such other name as the Member may from time to time hereafter designate.

2. **Purpose.** The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act.

3. **Powers.** In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall possess and may exercise all the powers and privileges granted by the Act, any other law or this Agreement, together with any powers incidental thereto, including such powers and privileges as are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

4. **Principal Business Office.** The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

5. **Registered Office; Registered Agent.** The registered office of the Company in the State of Delaware and the registered agent of the Company for service of process on the Company at such office shall be that location and agent reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law. The Member may change such registered office or registered agent at any time.

6. **Members.** The name and the mailing address of the Member are as follows:

<u>Name</u>	<u>Address</u>
Consolidated Communications, Inc.	2116 South 17 th Street, Mattoon, Illinois 61938

7. **Limited Liability.** Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

8. **Initial Capital Contributions.** The Member is admitted as the sole member of the Company upon its execution and delivery of this Agreement and, subject to Section 16 regarding assignments and Section 18 regarding the admission of additional members, owns 100% of the limited liability company interests in the Company. The Member hereby agrees to contribute to the Company such cash, property or services as determined by the Member.

9. **Additional Contributions.** The Member is not required to make any additional capital contribution to the Company. However, the Member may at any time, in its sole discretion, make additional capital contributions to the Company.

10. **Allocation of Profits and Losses.** The Company's profits and losses shall be allocated solely to the Member.

11. **Distributions.** Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

12. **Management.** Except as otherwise expressly provided for in this Agreement, the management of the Company shall be vested in the Member in accordance with Section 18-402 of the Act. The Member shall have the sole and exclusive responsibility, authority, rights and powers to manage the operations and affairs of the Company, to make all decisions regarding the business of the Company, and to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement, including to delegate in whole or in part any of the foregoing responsibility, authority, rights and powers to one or more managers, officers, employees or agents of the Company as the Member shall from time to time determine. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement.

13. **Officers.** The Member may, from time to time, designate one or more natural persons as officers of the Company (the "Officers") and assign titles to any such person to act in the name of the Company, each with such authority as may be delegated to such Officer from time to time by the Member. Each Officer shall act pursuant to such delegated authority until such Officer is removed by the Member or such Officer's earlier death or resignation; *provided* that any delegation of authority pursuant to this Section 13 may be revoked, in whole or in part, at any time by the Member. Any Officer may be removed with or without cause at any time by the Member. Any action taken by an Officer designated by the Member pursuant to authority duly delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any

Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

14. **Other Business.** Notwithstanding any duty otherwise existing at law or in equity, the Member may engage in or possess an interest in other business ventures of every kind and description, independently or with others, and the Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

15. **Exculpation and Indemnification.**

(a) Except as otherwise required in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member or participating in the management of the Company.

(b) To the fullest extent permitted by applicable law, none of the Member (irrespective of the capacity in which it acts) or any Officer of the Company, or any affiliate thereof (each, a "Covered Person"), shall be liable to the Company or to any other person or entity who is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's willful misconduct. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim (including, but not limited to, any investigation, legal and other reasonable expenses incurred in connection with, and any amounts paid in settlement of, any action, suit, proceeding or claim) of any kind or nature whatsoever incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of willful misconduct of such Covered Person with respect to such acts or omissions; *provided, however*, that any indemnity or advancement of expenses under this Section 15 shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person or entity shall have personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 15.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person or entity as to matters the Covered Person reasonably

believes are within such other person's or entity's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid. In addition, the Member may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisors (collectively, "Advisors"), and any opinion of any such Advisor as to matters which the Member reasonably believes to be within such Advisor's professional or expert competence shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the Member hereunder in good faith and in accordance with such opinion.

(e) The foregoing provisions of this Section 15 shall survive any termination of this Agreement.

16. **Assignments.** Subject to Section 17, the Member may at any time assign in whole or in part its limited liability company interest in the Company. If the Member assigns all or part of its limited liability company interest in the Company pursuant to this Section 16, then (a) the assignee shall be admitted to the Company as a member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement and (b) such admission shall be deemed effective immediately prior to the assignment, and, if the Member assigns all of its limited liability company interest in the Company, then immediately following such admission, the assigning Member shall cease to be a member of the Company; *provided, however,* in the case of either of the foregoing clauses (a) and (b), that in the event of a transfer (by assignment or otherwise) of all of a member's limited liability company interests in the Company and such member is, at the time of such transfer, the sole member of the Company, the transferee of such limited liability company interests shall be deemed admitted as a member of the Company upon such transfer and the Company shall continue without dissolution.

17. **Pledges.** The Member may at any time pledge, or grant a security interest, lien or other encumbrance in or against, any or all of its limited liability company interests in the Company (a "Pledge" and the limited liability company interest so Pledged, the "Pledged Interest"), and no such Pledge shall in and of itself cause the Member to cease to be a member of the Company or to have the power to exercise any rights or powers of a member, except as may be specifically agreed to by the Member in the loan documents or documents underlying such Pledge (a "Loan Document"). Without limiting the foregoing, upon the sale, transfer, assignment or other disposition of all or a portion of the Member's limited liability company interests in the Company pursuant to a valid exercise of a remedy by any pledgee in accordance with a Loan Document entered into by the Member, to the extent so provided in and effected in accordance with any Loan Document, the pledgee (or its designee) shall have the right (but not the obligation) to become a member hereunder and shall acquire all right, title and interest of the Member, whether voting, economic or otherwise and including all rights hereunder, and the Member shall be withdrawn and shall have no further right, title or interest hereunder.

18. **Admission of Additional Members.** One or more additional members of the Company may be admitted to the Company from time to time with the written consent of the Member. The admission of any such additional member shall be effective upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement,

which instrument may be a counterpart signature page to this Agreement; *provided, however*, that in the event of a transfer of all of a member's limited liability company interests in the Company and such member is, at the time of such transfer, the sole member of the Company, the transferee of such membership interests shall be deemed admitted as a member of the Company upon such transfer and the Company shall continue without dissolution.

19. **Dissolution.**

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, or (ii) the occurrence of any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) The bankruptcy (as defined in Sections 18-101(1) and 18-304 of the Act) of the Member shall not cause the Member to cease to be a member of the Company and, upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(c) Upon dissolution of the Company, the Member (or a liquidator appointed by the Member), shall proceed to wind up the business and affairs of the Company in accordance with the Act. A reasonable amount of time shall be allowed for the period of winding up in light of prevailing market conditions and so as to avoid undue loss in connection with any sale of Company assets. During the period of winding up the Company's affairs, this Agreement shall remain in full force and effect and continue to govern the rights and obligations of the Member and the conduct of the Company.

(d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act. Upon the completion of the distribution of the assets of the Company as provided in this Section 19, the Company shall be terminated and the Member (or liquidator appointed by the Member) shall cause the cancellation of the Certificate of Formation and all qualifications of the Company as a foreign limited liability company, if any, and shall take such other actions as may be necessary to terminate the Company.

20. **Books and Records.** The Company's books of account shall be kept using the method of accounting determined by the Member.

21. **Tax Treatment.** The Company intends to be treated as "disregarded as an entity separate from its owner" (within the meaning of U.S. Treasury regulations Section 301.7701-3(b)(1)(ii)) for all U.S. federal, and applicable state and local, income tax purposes, and no election to the contrary shall be made by the Company or the Member. The Member shall not, for and on behalf of the Company, take (or omit or fail to take) any action or position inconsistent with such treatment.

22. **Severability of Provisions.** Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity,

unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

23. **Entire Agreement.** This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

24. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

25. **Amendments.** This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

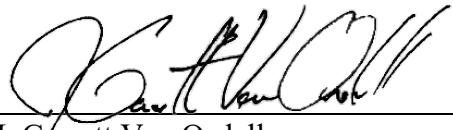
26. **Sole Benefit of Member.** Except as expressly provided in Section 15 regarding exculpation and indemnification of Covered Persons, the provisions of this Agreement (including Section 9 regarding additional contributions) are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and the Member shall not have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

27. **Rules of Construction.** Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. Pronouns apply equally to the masculine, feminine and neuter gender forms of such terms. The Section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All Section references not attributed to a particular document shall be references to such parts of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written above.

**CONSOLIDATED COMMUNICATIONS,
INC.**

By: 
Name: J. Garrett Van Osdell
Title: Chief Legal Officer and Corporate
Secretary

Fidium Enterprise Services, LLC

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, LLC**

This Amended and Restated Certificate of Formation of Consolidated Communications Enterprise Services, LLC, a Delaware limited liability company, has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of 6 Del. C. § 18-208, to amend and restate the original Certificate of Formation of the limited liability company, which was filed on January 30, 2025 with the Secretary of State of the State of Delaware (the "Certificate").

The Certificate is hereby amended and restated in its entirety to read as follows:


FIRST: The name of the limited liability company (the "Company") is:

Fidium Enterprise Services, LLC

SECOND: The address of the Company's registered office in the State of Delaware is c/o Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, Delaware, 19904. The registered agent of the Company for service of process at such address is Cogency Global Inc.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation this 22nd day of September, 2025.

By: 
Name: J. Garrett Van Osdell
Title: Authorized Person

Fidium Intermediate Holdings LLC

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "FIDIUM INTERMEDIATE HOLDINGS LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF FEBRUARY, A.D. 2026, AT 10:42 O`CLOCK A.M.



C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

10518958 8100
SR# 20260705709

Authentication: 203151651
Date: 02-20-26

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:42 AM 02/20/2026
FILED 10:42 AM 02/20/2026
SR 20260705709 - File Number 10518958

CERTIFICATE OF FORMATION

OF


FIDIUM INTERMEDIATE HOLDINGS LLC

This Certificate of Formation of Fidium Intermediate Holdings LLC (the “Company”), dated as of February 20, 2026, has been duly executed and filed by the undersigned authorized person to form a limited liability company under the Delaware Limited Liability Company Act, 6 *Del. C.* §§ 18-101 *et seq.* (the “Act”):

FIRST: The name of the limited liability company formed hereby is “Fidium Intermediate Holdings LLC”.

SECOND: The address of the Company’s registered office in the State of Delaware is c/o Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904. The registered agent of the Company for service of process at such address is Cogency Global Inc.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the date first written above.



Name: J. Garrett Van Osdell
Title: Authorized Person

Exhibit C

Consolidated Communications of California Company, LLC



**State of California
Secretary of State**

Certificate of Conversion

CONV-1A

File #

For Office Use Only

-FILED-

File No.: BA20250214474

Date Filed: 1/30/2025

Fee: \$150.00 if a California corporation is the converting entity. \$30.00 for all other conversions.

This Space For Filing Use Only

Converted Entity Information

1. Name of Converted Entity
Consolidated Communications of California Company, LLC

2. Form of Entity: Limited Liability Company

3. Jurisdiction: Delaware

4. Mailing Address of Principal Office of Converted Entity (Complete only if converting a California limited partnership.)
City State Zip Code

5. Street Address of Principal Office of Converted Entity - Do not list a P.O. Box (Complete only if converting a California limited liability company or a registered California general partnership.)
City State Zip Code

6. Street Address of the California Principal Office of Converted Entity, if any - Do not list a P.O. Box (Complete only if converting a registered California general partnership.)
City State Zip Code
CA

7. If the converting entity is a California corporation, limited liability company, limited partnership or general partnership, you must designate an agent for service of process: Item 7a: List the name of an individual or a corporation registered in CA under California Corporations Code section 1505 that agrees to be your agent for service of process. You may not list the converted entity as the agent. Item 7b: If the agent is an individual, list the agent's business or residential street address. Item 7c: If the agent is an individual, list the mailing address of the converted entity's agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.

a. Name of Agent For Service of Process
COGENCY GLOBAL INC.

b. If an Individual, Street Address of Agent for Service of Process - Do not list a P.O. Box City State Zip Code

c. If an Individual, Mailing Address of Agent for Service of Process City State Zip Code

Converting Entity Information

8. Name of Converting Entity
Consolidated Communications of California Company

9. Entity Type: Corporation

10. Jurisdiction: California

11. CA Secretary of State Entity Number, if any
0001484

12. The principal terms of the plan of conversion were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required. If a vote was required, the following was required for each class:

<u>The class and number of outstanding interests entitled to vote</u>	AND	<u>The percentage vote required of each class.</u>
Common stock, 1,000		100%

Additional Information

13. Additional information set forth on the attached pages, if any, is incorporated herein by this reference and made part of this certificate.

14. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge. I declare I am the person who executed this instrument, which execution is my act and deed.

Date: 1-28-2025

Signature of Authorized Person: [Signature] Janice Hester, Vice President
Type or Print Name and Title of Authorized Person

Signature of Authorized Person: [Signature] J. Garrett Van Osdell, Secretary
Type or Print Name and Title of Authorized Person



Secretary of State

Certificate of Qualification / Registration

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: Consolidated Communications of California Company, LLC
Entity No.: 202565614926
Registration Date: 01/31/2025
Filing Type: Limited Liability Company - Out of State
Formed In: DELAWARE

The above referenced entity complied with the requirements of California law in effect on the Registration Date for the purpose of qualifying to transact intrastate business in the State of California, and that as of the Registration Date, said entity became and now is duly registered, qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State and that the entity shall transact all intrastate business within California under the Entity Name as set forth above.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 31, 2025.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 291446431

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.



202565614926



STATE OF CALIFORNIA
Office of the Secretary of State
REGISTRATION
OUT-OF-STATE LIMITED LIABILITY COMPANY
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 657-5448

For Office Use Only

-FILED-

File No.: 202565614926

Date Filed: 1/31/2025

B3409-3585 01/31/2025 2:52 PM Received by California Secretary of State

Limited Liability Company Name	
Limited Liability Company Name	Consolidated Communications of California Company, LLC
Jurisdiction	
Limited Liability Company is Formed in	DELAWARE
Authority Statement	
This LLC currently has powers and privileges to conduct business in the state, foreign country or other jurisdiction entered above.	
Street Address of Principal Office of LLC	
Principal Address	2116 S. 17TH STREET MATTOON, IL 61938
Mailing Address of LLC	
Mailing Address	2116 S. 17TH STREET MATTOON, IL 61938
Attention	
Street Address of California Office of LLC	
Street Address of California Office	None
Agent for Service of Process	
<input checked="" type="checkbox"/> I certify the selected California Registered Corporate Agent (1505) has agreed to serve as the Agent for Service of Process for this entity.	
California Registered Corporate Agent (1505)	COGENCY GLOBAL INC. Registered Corporate 1505 Agent
Consent to Service of Process	
The Secretary of State is appointed as the agent of the foreign (out-of-state) limited liability company for service of process if the agent has resigned and has not been replaced or if the agent cannot be found or served with the exercise of reasonable diligence.	
Consent to service of process extends to service of process directed to the foreign (out-of-state) limited liability company's agent in this state for a search warrant issued pursuant to California Penal Code section 1524.2, or for any other validly issued and properly served search warrant, for records or documents that are in the possession of the foreign (out-of-state) limited liability company and are located inside or outside of this state. This shall apply to a foreign (out-of-state) limited liability company that is a party or a nonparty to the matter for which the search warrant is sought. For purposes of this consent "properly served" means delivered by hand, or in a manner reasonably allowing for proof of delivery if delivered by United States mail, overnight delivery service, facsimile, or any other means specified by the foreign (out-of-state) limited liability company, including email or submission via an Internet Web portal, the foreign (out-of-state) limited liability company has designated for the purpose of service of process.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized to sign on behalf of the out-of-state LLC.	
<i>J. Garrett Van Osdell</i>	01/31/2025
Signature	Date

Delaware

The First State

Page 1

I, CHARUNI P. SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CONSOLIDATED COMMUNICATIONS OF CALIFORNIA COMPANY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTY-FIRST DAY OF JANUARY, A.D. 2025.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CONSOLIDATED COMMUNICATIONS OF CALIFORNIA COMPANY, LLC" WAS FORMED ON THE THIRTIETH DAY OF JANUARY, A.D. 2025.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



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SR# 20250343478

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink that reads "C. P. Sanchez".

Charuni P. Sanchez, Secretary of State

Authentication: 202833595

Date: 01-31-25

B3409-3586 01/31/2025 2:52 PM Received by California Secretary of State

Fidium Enterprise Services, LLC



California Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

Request Type: Certified Copies
Entity Name: CONSOLIDATED
COMMUNICATIONS ENTERPRISE
SERVICES, INC.
Formed In: DELAWARE
Entity No.: 3166388
Entity Type: Stock Corporation - Out of State -

Issuance Date: 11/16/2023
Copies Requested: 1
Receipt No.: 005569909
Certificate No.: 159929435

Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
24733562-1	10/27/2008	Initial Filing	2

** **** * End of list ***** **

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on November 16, 2023.

SHIRLEY N. WEBER, PH.D.
Secretary of State

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

FILED
in the office of the Secretary of State
of the State of California

SMB

OCT 27 2008

**STATEMENT AND DESIGNATION
BY FOREIGN CORPORATION**

Consolidated Communications Network Services, Inc.

(Name of Corporation)

_____, a corporation organized and existing under the
laws of Delaware, makes the following statements and designation:
(State or Place of Incorporation)

1. The address of its principal executive office is 121 South 17th Street, Mattoon, IL 61938

2. The address of its principal office in the State of California is _____

DESIGNATION OF AGENT FOR SERVICE OF PROCESS IN THE STATE OF CALIFORNIA

(Complete either Item 3 or Item 4.)

3. (Use this paragraph if the process agent is a natural person.)

_____, a natural person residing in the State of
California, whose complete address is _____

_____, is designated as agent upon whom process directed to
this corporation may be served within the State of California, in the manner provided by law.

4. (Use this paragraph if the process agent is a corporation.)

National Registered Agents, Inc., a corporation organized and existing

under the laws of Delaware, is designated as agent upon whom process directed
to this corporation may be served within the State of California, in the manner provided by law.

**NOTE: Corporate agents must have complied with California Corporations Code Section 1505
prior to designation.**

5. It irrevocably consents to service of process directed to it upon the agent designated above, and to service
of process on the Secretary of State of the State of California if the agent so designated or the agent's
successor is no longer authorized to act or cannot be found at the address given.

Steven L. Childers

(Signature of Corporate Officer)

Steven L. Childers, Senior VP

(Typed Name and Title of Officer Signing)

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CONSOLIDATED COMMUNICATIONS NETWORK SERVICES, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF OCTOBER, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CONSOLIDATED COMMUNICATIONS NETWORK SERVICES, INC." WAS INCORPORATED ON THE FIFTH DAY OF AUGUST, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



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You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 6928060

DATE: 10-23-08

Exhibit D
Confidential; redacted entirely

Exhibit E
Confidential; redacted entirely

Exhibit F
Confidential; redacted entirely

Exhibit G

EXHIBIT G
EXCEPTIONS TO D.13-05-035 CERTIFICATIONS

1. The California Operating Companies identify the following non-bankruptcy exception to the certifications identified in D.13-05-035.

Company/ Individual	Relationship to California Operating Companies	Details
Consolidated Communications, Inc.	Affiliate	The Enforcement Bureau of the Federal Communications Commission entered into a Consent Decree with Consolidated Communications, Inc. (“CCI”), an affiliate of the California Operating Companies (which has since been re-named), on October 13, 2022 to resolve its investigation regarding CCI’s annual reliability certification on its 911 circuit auditing, central office backup power, and diverse network monitoring before the October 15, 2021 deadline. CCI admitted that it failed to file its 2021 annual 911 reliability certification and agreed to implement a compliance plan. In addition, CCI paid a \$3,500 civil penalty.
Consolidated Communications of California Company	Applicant	In D.99-06-051, the California Public Utilities Commission (“Commission”) found that Roseville Telephone Company (the predecessor to Consolidated-California) violated Rule 1 of the Commission’s Rules of Practice and Procedure by unreasonably delaying commencement of an audit that had been ordered through an ALJ ruling and misleading the Commission regarding the company’s position on the procedures required to initiate the audit. The Commission declined to impose a penalty, and instead issued an admonishment.