

# APPENDIX A

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

Order Instituting Investigation on the Commission's Own Motion into the Operations, Practices, and Conduct of Frontier Communications Corporation, Frontier Communications of America, Inc., (U-5429-C), and Frontier California Inc., (U-1002-C) to Determine Whether Frontier Violated the Laws, Rules, and Regulations of this State through Service Outages and Interruptions and Disclosing and Publishing Customer Addresses.

I.19-12-009  
(Filed December 19, 2019)

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into as of November 4, 2021, by and between Frontier Communications Parent, Inc., Frontier Communications of America, Inc. (U 5429 C), and Frontier California Inc. (U 1002 C) (collectively "Frontier") and the Consumer Protection and Enforcement Division ("CPED") of the California Public Utilities Commission ("Commission") in accordance with Article 12 of the Commission's Rules of Practice and Procedure ("Rules"). Frontier and CPED are identified herein collectively as the "Parties."

**RECITALS**

WHEREAS, Frontier is an incumbent local exchange carrier subject to the Commission's jurisdiction and the Commission's General Orders (GO), rules, and decisions.

**Background Regarding Frontier's Acquisition of Verizon**

WHEREAS, on December 9, 2015, the Commission approved Frontier Communications Corporation's application to acquire control of Verizon California Inc. ("Verizon"), an Incumbent Local Exchange Carrier ("ILEC") in various urban, suburban, and rural areas of California.

WHEREAS, the transaction closed on April 1, 2016, and Frontier implemented a “cutover plan” to transition the Verizon customers to Frontier’s service platform.

WHEREAS, Frontier had been planning the transition for more than a year, and the preparations for the cutover involved several teams and extensive testing and “mock data exchanges” to ensure that the transferring Verizon customer data could be received and integrated into the Frontier systems.

**OII Scoping Memo Issue 1: Frontier’s Outages and Service Interruption During the Cutover from Verizon to Frontier**

WHEREAS, Frontier’s pre-cutover testing did not identify that Frontier’s systems could not process a small percentage of the data within the Verizon network extract until after it was transferred to Frontier’s network.

WHEREAS, as a result of the data issues, some of its Voice over Internet Protocol (“VoIP”) customers provisioned over its fiber (“FiOS”) network experienced voice outages between April 1, 2016 and July 31, 2016.

WHEREAS, these data issues also resulted in numerous customer complaints.

WHEREAS, from April 1, 2016 through July 31, 2016, Frontier received a total of 11,675 out-of-service trouble tickets for voice service, which included 3,650 out-of-service trouble tickets for VoIP service.

WHEREAS, Frontier received complaints through its offshore customer service center that, according to Frontier, could not be quantified because those complaints either were not tracked or contained incomplete information.

WHEREAS, from April 1, 2016 through July 31, 2016, the Commission's Consumer Affairs Branch ("CAB") received a total of 571 customer complaints related to voice service, including non-VoIP voice service.

WHEREAS, the number of trouble tickets and customer complaints decreased beginning in June 2016.

WHEREAS, Frontier failed to meet a GO 133-C<sup>1</sup> minimum standard requirement to repair 90% of all outages within 24 hours from April 1, 2016 to at least December 31, 2016.

**OII Scoping Memo Issue 2: Frontier's Failure to Provide 911 Service**

WHEREAS, CPED alleges that Frontier's cutover beginning on April 1, 2016 caused widespread outages to new customers acquired from Verizon.

WHEREAS, CPED alleges that these widespread outages denied impacted customers a dial tone and these customers had no access to 911 emergency services.

**OII Scoping Memo Issue 3: Frontier's Poor Customer Service During Cutover**

WHEREAS, CPED alleges that Frontier customers experienced poor customer support during the cutover even though it had committed to focus on customer service.

WHEREAS, Frontier contracted offshore customer service representatives during the cutover who were unable to provide satisfactory customer service support.

WHEREAS, Frontier discontinued its contract with offshore customer service representatives as of August 1<sup>st</sup>, 2016.

WHEREAS, CPED alleges that Frontier failed to meet a GO 133-C minimum standard requirement to repair 90% of all outages within 24 hours from April 1, 2016 through at least December 2016.

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<sup>1</sup> GO 133-D is the most current version of the General Order as of August 2016.

**OII Scoping Memo Issue 4: Frontier's Disclosure and Publishing of Suppressed Customer**

**Address Information**

WHEREAS, with the transfer of Verizon's customer directory listing records, the specific data "field" in Verizon's records that indicated that a house/apartment number and street address should be suppressed was not carried over to Frontier's systems for some accounts, and the testing performed prior to the conversion did not detect this issue.

WHEREAS, customers with telephone numbers designated as "non-published" were not impacted; the record issue was limited to addresses that were to be suppressed.

WHEREAS, the directory files Frontier sent to its vendors that provide directory assistance to customers did not correctly indicate that address information should be suppressed.

WHEREAS, 282,149 customers who had requested suppression of their addresses were included in the directory assistance database only accessible by directory assistance vendors for the period of on or about April 4, 2016 through July 28, 2016.

WHEREAS, the suppressed addresses were included in the directory assistance database, but Frontier states that the total number of directory assistance inquiries on all subjects for all California customers from April 4, 2016 through July 28, 2016 was 14,289.

WHEREAS, Frontier states that this number includes directory assistance inquiries for the universe of all Frontier California customers included in the database, which includes records for customers that did not request that their address be suppressed. In addition, these inquiries did not necessarily involve inquiries for customer addresses.

WHEREAS, Frontier states that it promptly investigated and identified instances in which certain customer addresses were made available after Cox Communications reported the issue to Frontier on July 1, 2016.

WHEREAS, Frontier distributed 134 printed residential directories between July 5, 2016 and July 12, 2016. According to Frontier, 111 of the 134 printed residential directories were recovered; 104 were recovered between August 12, 2016 and August 19, 2016 and 7 more were recovered no later than December 1, 2016. Frontier also reprinted the residential directory with the requested address suppressions and redistributed the new directories to the customers that requested them.

WHEREAS, Frontier sent a letter to all potentially affected customers advising them of the potential address disclosure and providing them with a toll-free telephone number for any additional questions or concerns.

WHEREAS, Frontier has added validation of address suppression into its pre-closing checklist.

WHEREAS, Frontier conducts periodic reviews of its directory listings to mitigate the prospective risk of the inadvertent publishing of customer address information in its directory listings.

**Information Exchanged with the Commission Regarding Cutover Issues**

WHEREAS, Frontier has proactively and promptly communicated with the Commission regarding both the service outage issues and release of certain customer addresses relating to the directory data transfer issue.

WHEREAS, Frontier also provided the Commission with detailed information relating to the address disclosure issue in its responses to CPED data requests in August and October 2016 and in January 2019.

WHEREAS, Frontier proactively met with CPED staff regarding the allegations in the Staff Report and issues raised by the instant Order Instituting Investigation (“OII”) and

responded to questions raised and follow-up data requests seeking additional details relating to the address disclosure and service outage issues.

WHEREAS, Frontier also worked collaboratively and engaged in regular communications with CAB to resolve the service outage issues relating to the cutover.

WHEREAS, Frontier further responded to multiple data requests from the Commission concerning the service outage issues.

**Prior Commission Proceedings Regarding Frontier’s Voice Service Outages  
During the Cutover**

WHEREAS, the Commission analyzed a range of issues highlighted in customer and carrier complaints, comments at Public Participation Hearings (“PPHs”), Workshop comments, party, and public comments about call completion, dial tone, and 9-1-1 access issues relating to the cutover from Verizon to Frontier in I.14-05-012.

WHEREAS, D.16-12-006 ordered CPED to analyze whether an adjudicatory Order Instituting Investigation shall be brought for any violations of state law or this Commission’s rules, orders, and decisions arising from the outages following the Verizon-Frontier transition in April-May 2016.

WHEREAS, I.19-12-009 reviews whether Frontier violated any provisions of the Public Utilities (Pub. Util.) Code, Commission General Orders or decisions, or other applicable California laws, rules, and regulations by subjecting customers to widespread outages and service interruptions. Additionally, the Commission ordered Frontier to show cause why it should not be assessed a \$2.5 million penalty for disclosing and publishing the address of residential customers who had elected to have their addresses suppressed from Frontier’s 411 and directory assistance in 2016.

WHEREAS, D.19-09-042 notes at page 82 that Frontier was “cooperative with CAB in customer inquiries” and that “Frontier was cooperative with this OII and quickly answered our questions.” D.19-09-042 also notes that CPED has complied with the required analysis of D.16-12-006.

WHEREAS, in the Commission’s service quality proceeding, R.11-12-011, the Commission previously directed the preparation of a “network examination report” that would include an analysis of Verizon’s network.

WHEREAS, the network examination report has been completed as part of R.11-12-001.

### **Frontier’s Chapter 11 Restructuring**

WHEREAS, on April 14, 2020 (the “Petition Date”), Frontier Communications Corporation and its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”).

WHEREAS, on April 20, 2021, the Commission approved the corporate restructuring with conditions. D.21-04-008. This Commission decision and the settlement agreements adopted therein impose requirements on the Frontier applicants regarding capital expenditures, service performance, workforce commitments, broadband deployment, customer price maintenance, financial reporting, local and tribal communities, WiFi community access and device distribution to low-income students, and commitments by Frontier to the Yurok Tribe. *Id.*

WHEREAS, on April 30, 2021 the effective date of the Debtors’ *Fifth Amended Joint Plan of Reorganization of Frontier Communications Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Doc. No. 984] (as amended, supplemented, or



otherwise modified from time to time, the “Plan”) occurred, and the Debtors emerged from bankruptcy protection.

WHEREAS, in conjunction with the Debtor’s emergence from bankruptcy, Frontier Communications Corporation was dissolved and a new holding company, Frontier Communications Parent, Inc., was formed and was indirectly transferred the equity and controls the operations of all of the Frontier operating companies in California.

**Relevant Background/Procedural History Re: Current OII**

WHEREAS, on October 15, 2019, CPED staff issued a Staff Report regarding the results of CPED’s investigation of Frontier voice service outages and release of customer addresses relating to the cutover.

WHEREAS, the Staff Report references various data request responses from Frontier and relies on the transcripts from the workshops rural call completion proceeding.

WHEREAS, the Staff Report alleges that the cutover caused Frontier customers to experience service outages and poor customer support from April to June 2016 and that during the same period, Frontier “published” address records that were designated as blocked from publication in online and printed directories without authorization.

WHEREAS, on December 20, 2019, the Commission issued an OII and ordered Frontier to show cause why it should not be assessed a \$2.5 million penalty for disclosing the addresses of customers who had elected to have their addresses suppressed from Frontier’s 411 directory assistance and printed and online directories.

WHEREAS, the OII proposed to include the following issues within the scope of investigation: (1) Were Frontier’s widespread outages and service interruptions during its transition in violation of Pub. Util. Code §§ 451 and 2896(b)?; (2) Was Frontier’s failure to

provide 911 services a violation of Pub. Util. Code § 2883(a)(2)(b), or any other applicable laws, rules, or regulations?; (3) Was Frontier's poor customer service during the conversion a violation of Pub. Util. Code § 2896(c)?; (4) Should the Commission impose a penalty of \$2.5 million on Frontier for violating Article I, § 1 of the California Constitution and Pub. Util. Code § 451 because it disclosed and published suppressed customer addresses without first obtaining customer authorization in 2016?; and (5) What penalties, in the form of fines and remedies, should be imposed for any proven violation(s) found above pursuant to Pub. Util. Code §§ 761, 2101, 2107, 2108, and 2111?

WHEREAS, on February 28, 2020, Frontier filed a written response to the OII.

WHEREAS, a Pre-Hearing Conference ("PHC") in this proceeding took place on March 3, 2020.

WHEREAS, no other persons or entities requested to become parties to this proceeding at the PHC.

WHEREAS, the Parties have engaged in substantive settlement discussions that have led to the execution of this agreement.

WHEREAS, on March 10, 2020, the Parties held a noticed all-party formal settlement conference in compliance with Rule 12.1(b).

WHEREAS, in early April 2020, Frontier and CPED arrived at an agreement resolving all issues relating to and arising from this OII that is reasonable based on the whole record, is consistent with the law of the State of California and is in the public interest.

WHEREAS, on April 14, 2020, the Parties filed a joint motion for adoption of the Parties' settlement agreement.

WHEREAS, on May 7, 2020, the assigned ALJ requested answers to questions regarding the Parties' proposed settlement agreement, including how the agreement would ensure that service quality issues and the disclosure of customer addresses would not re-occur in the future.

WHEREAS, on May 22, 2020, the Parties jointly responded to the ALJ's questions.

WHEREAS, on October 2, 2020, the assigned ALJ issued a ruling proposing additional conditions to the Parties' proposed settlement agreement to clarify that the Parties' proposed service quality investment projects would be incremental to Frontier's existing GO 133-D service quality investment projects, and to include additional project reporting provisions.

WHEREAS, on October 16, 2020, the Parties filed joint comments to the ALJ's October 2, 2020 Ruling agreeing to these additional proposed conditions.

WHEREAS, on January 4, 2021, the Presiding Officer's Decision (POD) approved the Parties' proposed settlement agreement subject to the additional agreed-upon conditions.

WHEREAS, on February 3, 2021, Commission President Batjer filed a Request for Review, questioning whether the Parties' proposed Settlement Agreement was in the public interest based in part on claims that Frontier's prior service quality reinvestment projects in lieu of penalties under GO 133-D did not result in measurable improved service quality and that the settlement agreement did not ensure that the proposed investments projects would be incremental and result in improved service quality.

WHEREAS, on February 18, 2021, the Parties filed a joint response to the Request for Review, which included: (1) the process Frontier will use to identify settlement projects in the areas of need specified in the Settlement Agreement; (2) the documentation Frontier will provide to CPED to ensure that the settlement projects are incremental to projects that would have otherwise been completed as part of Frontier's construction and network improvement plans; and

(3) the tracking and reporting of information that Frontier will provide to CPED in its quarterly reports.

WHEREAS, on September 29, 2021, the Commission issued a decision rejecting the Parties' settlement agreement based on President Batjer's Request for Review and the Commission's findings that because Frontier's prior GO 133-D service quality reinvestment projects in lieu of penalties in 2017 and 2018 did not result in measurable improved service quality, "it is reasonable to conclude that additional reinvestment projects in lieu of penalties are not in the public interest." D. 21-09-028 at 14 (COL 1).

WHEREAS, the Commission's decision rejecting the Parties' settlement agreement instructed the Parties "to reconsider the terms of the Proposed Settlement given the discussion of this Modified Presiding Officer's Decision." *Id.* at 12.

WHEREAS, based on this directive and the Commission's rejection of the Parties' original proposed settlement agreement and in particular, the service quality investment projects, beginning in late September 2021, the Parties have engaged in substantive settlement discussions that have led to the execution of this new settlement agreement, which includes a substantial penalty amount in place of the Parties' proposed service quality investment projects.

WHEREAS, on October 28, 2021, the Parties held a noticed all-party formal settlement conference in compliance with Rule 12.1(b).

WHEREAS, on November 4, Frontier and CPED arrived at an agreement resolving all issues relating to and arising from this OII that is reasonable based on the whole record, is consistent with the law of the State of California and is in the public interest.

**AGREEMENT**

NOW THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and stipulate as follows:

1.     **Cooperation**: The Parties agree to cooperate and use their best efforts to promptly file a joint Motion for Approval of Settlement with the Commission. The Parties shall actively support prompt approval of the Agreement, including briefing, comments on any proposed decision, appearances, and other means as may be needed to obtain approval of the Commission.

2.     **Compromise**: This Agreement is entered into in full compromise of any disputed claims, allegations, or outstanding issues raised between or among parties. No action taken by either Party in connection with this Agreement shall be deemed or construed to be (i) an admission of the truth or falsity of any claims or proposals made by the other party or (ii) a waiver of any objection or claim in any pleading. The Parties further agree that by entering into this Agreement, Frontier does not admit to any violations of law. Neither this Agreement nor any payment of money or other actions taken pursuant to this Agreement shall constitute or be deemed an admission of liability or guilt on the part of any Party.

3.     **Corrective Measures and Payments to the California General Fund**: The Parties agree that Frontier was proactive in self-reporting the incidents discussed above to the Commission. The Parties also agree that the subsequent corrective measures described above that have been implemented appear to be reasonable in light of the information available and given the knowledge Parties have at this time. The parties agree that a disgorgement in the amount of \$3,500,000 is appropriate to deter future violations and demand accountability for Frontier's outages and service interruption and the release of customer address information resulting from the cutover from Verizon to Frontier. This amount is comprised of:

- a. \$996,000 in customer bill credits that Frontier has paid out to customers for service outages or other service-related issues from April 1 through mid-June 2016. Of this \$996,000, \$847,514 in customer bill credits were courtesy credits issued on a pro rata basis to customers that Frontier determined experienced a service outage exceeding 24 hours.
- b. \$2,504,000 in total penalty assessed on Frontier to be paid to the State's General Fund as follows:
  - i. \$1,050,000 penalty for the release of customer address information; and
  - ii. \$1,454,000 penalty for the outages and service interruptions during the cutover from Verizon.

Frontier agrees to pay to the State of California General Fund \$2,504,000, transmitted to the Commission, within 30 days of the date on which the Commission approves this Agreement.

4. **Releases:** Upon the Commission's adoption of this Agreement, each of the Parties hereto fully releases, waives, and discharges the other Parties and their respective representatives, agents, officers and directors, heirs, subsidiaries, affiliates, successors, and assigns of any claims that were raised or could have been raised as part of I.19-12-009 or on the facts relating to or giving rise to that proceeding, including potential claims, penalties, enforcement actions or investigations pertaining to the allegations in the OII and events related to Frontier's transition of services and customers from Verizon. For purposes of the OII, upon the Closing, the Parties waive the right to any further hearing, administrative law judge ruling, Commission decision, and other briefs, and all further and other proceedings to which the Parties may be entitled under the California Public Utilities Code and Commission regulations and rules. In furtherance of such intention, the Parties agree that releases contained in this Agreement will remain in effect and will be fully binding notwithstanding the discovery or existence of any

additional or different facts, provided, however, nothing in this Agreement shall be deemed to release the Parties from any obligation under this Agreement.

5. **Jurisdiction**: The Commission shall have exclusive jurisdiction over any issues related to this Settlement Agreement and no other court, regulatory agency or other governing body will have jurisdiction over any issue related to the interpretation of this Settlement Agreement, or the rights of the Parties in this Settlement Agreement, with the exception of any court that may now or in the future, by statute or otherwise, have jurisdiction to review Commission decisions.

6. **Acknowledgment of Release and Waiver of Section 1542**: The Parties agree that upon the Commission's adoption of this Agreement, this Agreement will bar every claim, demand, and cause of action arising out of Frontier's transition of services described in the OII, or related to that proceeding, that may be brought by each of the Parties, as applicable. Each Party expressly waives all rights or benefits which it now has, or in the future may have, under Section 1542 of the California Civil Code, and any law or common law principle of similar effect. Section 1542 of the California Civil Code states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties hereby acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to exist with respect to the matters covered by this Agreement. The Parties also acknowledge that such different or additional facts, if they exist, may have given rise to causes of action, claims, demands, controversies, damages, costs, and expenses which are presently unknown, unanticipated, and unsuspected. The Parties further agree, represent, and warrant that the releases contained herein

have been negotiated and agreed upon in light of that realization, and that it is their intention through this Agreement, and with the advice of counsel, to settle fully and release to the fullest extent permitted by law any and all existing claims, causes of action, disputes, and differences, that were raised or could have been raised, arising out of or related to the OII which exists, as of the Execution Date of this Agreement. In furtherance of such intention, the Parties agree that the releases contained in this Agreement will remain in effect and will be fully binding notwithstanding the discovery or existence of any additional or different facts; provided, however, nothing in this Agreement shall be deemed to release the Parties from any obligation under this Agreement.

7. **Warranties**: By entering into this Agreement, the Parties will resolve the OII, along with any other matters, claims, or actions related to the OII which are known to exist by the CPED, whether filed or unfiled. No further litigation with respect to the OII, or arising out of or related to Frontier's transition of services or the OII, will be continued by any Party in any forum, except to enforce the terms of this Agreement, if necessary. CPED represents and warrants that as of the Execution Date there are no existing claims, causes of action, or issues, arising out of Frontier's transition of services or related to the OII, that have accrued but have not yet been disclosed, pertaining to Frontier's 2016 outages, customer service issues, and release of suppressed customer addresses. To the extent that any such claims, causes of action, or issues have accrued and are known but not disclosed as of the Execution Date, by CPED, they will be waived with prejudice.

8. **Voluntary Agreement; No Construction Against Drafter**: Each Party hereby represents and agrees that this Agreement is freely and voluntarily executed. Each Party further represents that this Agreement has been negotiated and they have had the opportunity to consult



with legal counsel prior to signing this Agreement. Accordingly, the Parties agree that any legal or equitable principles that might require the construction of this Agreement or any of its provisions against the party responsible for drafting this Agreement will not apply in any construction or interpretation of this Agreement.

9. **Jointly Prepared:** This Settlement Agreement was jointly prepared by the Parties and any uncertainty or ambiguity existing in the document will not be interpreted against any party on the basis that such party drafted or prepared the Settlement Agreement.

10. **Counterparts:** This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument.

11. **Other People Bound by this Agreement:** The rights conferred and obligations imposed on any Party by this Agreement shall inure to the benefit of or be binding on that Party's representatives, agents, officers, directors, shareholders, heirs, subsidiaries, affiliates, successors, or assigns as if those people or entities were themselves parties to the Agreement.

12. **Authorization:** Each Party represents and warrants that it has the necessary power and authority, and has been duly authorized, to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

13. **Governing Law:** This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of California.

14. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may be pleaded as a complete defense to, and may form the basis for an injunction against, any action, suit or other legal proceeding which may be initiated, prosecuted, or

attempted in breach of this Agreement that arises out of Frontier's transition of voice services or is related to the OII.

15. **Severability/Commission Modification of the Agreement:** No individual term of this Agreement is agreed to by any Party except in consideration of the Parties' assent to all other terms. Thus, the Agreement is indivisible, and no term is severable. Any Party may withdraw from this Agreement if the Commission modifies or fails to approve the Agreement, and the Agreement shall not thereafter be admissible in evidence or in any way described in any proceeding. But the Parties agree to negotiate in good faith regarding any Commission-ordered changes in order to restore the balance of benefits and burdens, and to exercise the right to withdraw only if those negotiations fail.

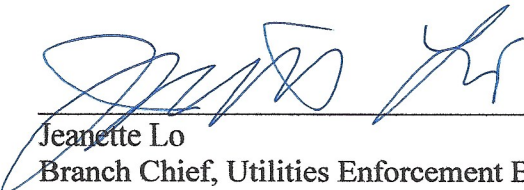
The provisions of this Settlement Agreement shall not be construed as or deemed to be a precedent by any party or the Commission with respect to any issue, principle, or interpretation or application of law and regulations, for any purpose or in connection with any proceeding before a court of law or any state or federal government regulatory body.

16. **Alternative Dispute Resolution:** Should any dispute arise between the Parties concerning the meaning of this Agreement or the Parties' compliance with it, the Parties will try in good faith to mediate the dispute using a mediator selected by the Commission's Alternative Dispute Resolution panel. Should good faith mediation fail to resolve the dispute, the Parties may then exercise any other remedies they might have.

17. Accepted to and agreed as of the Execution Date.


CONSUMER PROTECTION AND  
ENFORCEMENT DIVISION

Dated: 11/4/2021

By:   
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Jeanette Lo  
Branch Chief, Utilities Enforcement Branch

FRONTIER COMMUNICATIONS PARENT, INC.;  
FRONTIER COMMUNICATIONS OF AMERICA,  
INC., AND FRONTIER CALIFORNIA INC.

Dated: 11/4/21

By:   
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Kevin Saville  
Senior Vice President and General Counsel