

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

In the Matter of
Cellco Partnership d/b/a Verizon Wireless

File No.: EB-SED-23-00035114
NAL/CD Acct. No.: 202432100004
FRN: 0003290673

ORDER

Adopted: June 25, 2024

Released: June 25, 2024

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether Cellco Partnership d/b/a Verizon Wireless (Verizon Wireless) violated the Commission’s rules requiring transmission of all 911 calls to public safety answering points. It is a bedrock principle embedded in the Commission’s rules that reliable 911 service must be available to all persons in the United States at all times. Timely responses to 911 users are vital to public safety. To settle this matter, Verizon Wireless: admits that a 911 outage on December 21, 2022, occurred when certain operating procedures were not followed; will implement a compliance plan designed to prevent future such outages; and will pay a \$1,050,000 civil penalty.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding Verizon Wireless’s compliance with the design, operation, and delivery of 911 wireless calls to public safety answering points, and sections 9.4 and 9.10 of the Commission’s rules.¹

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

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

5. IT IS FURTHER ORDERED that the above-captioned matter IS TERMINATED.

1 47 CFR §§ 9.4, 9.10.

2 See id. § 1.93(b).

3 47 U.S.C. § 154(i).

4 47 CFR §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Patrick Murray, Associate General Counsel, Cellco Partnership d/b/a Verizon Wireless, 1300 I Street, NW, Suite 500 East, Washington, DC 20005, and e-mail to patrick.murray@verizonwireless.com.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal
Chief
Enforcement Bureau

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

In the Matter of)
Cellco Partnership d/b/a Verizon Wireless)
File No.: EB-SED-23-00035114
NAL/Acct. No.: 202432100004
FRN: 0003290673

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Cellco Partnership d/b/a Verizon Wireless, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Verizon Wireless violated sections 9.4 and 9.10 of the Commission’s rules in connection with a 911 outage that occurred on December 21, 2022. To resolve this matter, Verizon Wireless agrees to the terms and conditions below, including implementing a compliance plan and paying a \$1,050,000 civil penalty.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “911 Rules” means section 9.4 and 9.10 of the Commission’s rules, as applicable, and other Communications Laws governing the design, operation, and delivery of wireless 911 calls to Public Safety Answering Points (PSAPs).1
(b) “Act” means the Communications Act of 1934, as amended.2
(c) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(e) “CD Acct No.” means account number 202432100004, associated with payment obligations described in paragraph 18 of this Consent Decree.
(f) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
(g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Verizon Wireless is subject by virtue of its business activities, including but not limited to the 911 Rules.
(h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
(i) “Covered Employees” means all employees and agents of Verizon Wireless who perform, supervise, oversee, or manage the performance of, duties that relate to Verizon Wireless’s responsibilities under the 911 Rules.

1 See 47 CFR §§ 9.4, 9.10.

2 47 U.S.C. § 151 et seq.

- (j) “Effective Date” means the date by which both the Bureau and Verizon Wireless have signed the Consent Decree and the Bureau has released an Adopting Order.
- (k) “Investigation” means the investigation commenced by the Bureau in EB-SED-23-00035114 regarding whether Verizon Wireless violated the 911 Rules.
- (l) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Verizon Wireless to implement the Compliance Plan.
- (m) “Parties” means Verizon Wireless and the Bureau, each of which is a “Party.”
- (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (o) “Verizon Wireless” or “Company” means Cellco Partnership d/b/a Verizon Wireless and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest, that provide services subject to the 911 Rules.

II. BACKGROUND

3. Commission rules require providers to transmit 911 calls. Section 9.4 of the Commission’s rules states, “[a]ll telecommunications carriers shall transmit all 911 calls to a PSAP [Public Safety Answering Point], to a designated statewide default answering point, or to an appropriate local emergency authority as set forth in section 9.5.”³ Section 9.10(b) of the Commission’s rules states that commercial mobile radio service (CMRS) providers “must transmit all wireless 911 calls without respect to their call validation process to a Public Safety Answering Point, or, where no Public Safety Answering Point has been designated, to a designated statewide default answering point or appropriate local emergency authority pursuant to § 9.4.”⁴

4. On December 21, 2022, Verizon Wireless experienced a network outage (Outage) impacting 911 wireless Voice over Long-Term Evolution (VoLTE) traffic in Alabama, Florida, Georgia, North Carolina, South Carolina, and Tennessee. The Outage manifested similarly to a prior Verizon Wireless outage that occurred in October 2022. In response to Verizon Wireless’s root cause analysis of the outage that occurred in October 2022, the Company implemented a wide range of audits and technical system updates designed to protect against future recurrences of configuration and one-way audio issues.⁵ The December Outage was the result of the reapplication of a known flawed security policy update file by a Verizon Wireless employee. Prior to the reapplication of the security policy update file, Verizon Wireless was aware that the version of the security policy update file that caused the Outage was related to the root cause of the outage that occurred in October. Due to insufficient naming convention protocols and a failure to follow then-current implementation protocols, the flawed security policy update file was reintroduced into the Verizon Wireless network. This resulted in the Outage, however without the one-way audio issues.⁶ Despite this prior outage and Verizon Wireless’s understanding that the flawed security policy update file resulted in that prior outage, Verizon Wireless did not remove that security policy update file from the inventory of available security policies, which enabled personnel to select and reapply the flawed security policy update file to the Verizon Wireless network. Additionally, Verizon Wireless admits its employees failed to comply with its “business-as-usual” operating and implementation procedures, which procedures required additional oversight prior to the implementation of the type of

³ 47 CFR § 9.4.

⁴ 47 CFR § 9.10(b).

⁵ See Revised Response to Letter of Inquiry from Verizon Wireless, Spectrum Enforcement Division, FCC Enforcement Bureau at 11-13, 42-43 (Sept. 6, 2023) (on file in EB-SED-23-00035114) (LOI Response).

⁶ See LOI Response at 11-13, 42-43.

security policy update that caused the December Outage.⁷ The Outage lasted for one hour and forty-four minutes and prevented hundreds of 911 calls from completing through Verizon Wireless's network.⁸

5. The Public Safety and Homeland Security Bureau referred the matter to the Enforcement Bureau, and, on April 5, 2023, the Bureau's Spectrum Enforcement Division (SED) issued a letter of inquiry (LOI) to Verizon Wireless directing Verizon Wireless to submit a written response to a series of questions relating to the Outage.⁹ On June 20, 2023, Verizon Wireless submitted its response to SED.¹⁰ On September 6, 2023, Verizon Wireless submitted a final revised response to the LOI.¹¹ On September 29, 2023, SED issued a follow-up LOI to Verizon Wireless.¹² On October 24 and October 27, 2023, Verizon Wireless submitted follow-up responses to SED.¹³

6. Verizon Wireless and the Bureau subsequently engaged in settlement negotiations. To resolve this matter, Verizon Wireless and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

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

8. **Jurisdiction.** Verizon Wireless agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

9. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

10. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Verizon Wireless agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute any new proceeding on its own motion against Verizon Wireless concerning the matters that were the subject of the Investigation, or to set for hearing the question of Verizon Wireless's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.¹⁴

11. **Admission.** Verizon Wireless admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 10 herein,

⁷ See Response to Follow-up Letter of Inquiry, from Verizon Wireless to Spectrum Enforcement Division, FCC Enforcement Bureau at 10 (Oct. 24, 2023) (on file in EB-SED-23-00035114) (FLOI Response).

⁸ See LOI Response at 19.

⁹ Letter of Inquiry from Spectrum Enforcement Division, FCC Enforcement Bureau to Verizon Wireless (April 5, 2023) (on file in EB-SED-23-00035114) (LOI).

¹⁰ See generally Response to Letter of Inquiry from Verizon Wireless, to Spectrum Enforcement Division, FCC Enforcement Bureau at 1 (June 20, 2023) (on file in EB-SED-23-00035114).

¹¹ See generally LOI Response.

¹² See E-mail, Spectrum Enforcement Division, FCC Enforcement Bureau, to Verizon Wireless. (Sept. 29, 2023, 11:20 EST) (on file in EB-SED-23-00035114).

¹³ See FLOI Response; Supplemental Response to Follow-up Letter of Inquiry, from Verizon Wireless to Spectrum Enforcement Division, FCC Enforcement Bureau (Oct. 27, 2023) (on file in EB-SED-23-00035114) (Supplemental FLOI Response).

¹⁴ See 47 CFR § 1.93(b).

that its actions, as described in paragraph 4 herein, are a true and accurate description of the facts underlying the Investigation.

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Verizon Wireless shall designate a senior corporate manager with the requisite corporate, budget, and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Verizon Wireless complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the 911 Rules prior to assuming his/her duties.

13. **Compliance Plan.** Verizon Wireless shall, within the dates set out below, develop and implement a Compliance Plan designed to ensure future compliance with the 911 Rules and the terms and conditions of this Consent Decree. By the dates set forth below, and continuing during the Term of this Consent Decree, Verizon Wireless shall develop and implement, or, where processes already exist, improve upon, as necessary, processes in the evolving 911 environment promptly to (1) *Govern* the Company's risk management strategies, expectations, and policies to identify, protect against, detect, respond to, and recover from 911 outages; (2) *Identify* risks that could result in 911 Outages; (3) *Protect* against such risks; (4) *Detect* 911 Outages when they occur; (5) *Respond* to such 911 Outages with remedial actions; and (6) *Recover* from such 911 Outages as soon as practicable. With respect to the 911 Rules, Verizon Wireless will implement, at a minimum, the following procedures:

- a. **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Verizon Wireless shall establish Operating Procedures that all Covered Employees shall follow to help ensure that Verizon Wireless complies with the 911 Rules. The Operating Procedures shall include, but are not limited to, the following:
 - i. **Develop Compliance Checklist.** Verizon Wireless shall develop a compliance checklist that describes the steps for Verizon Wireless to follow to comply with the 911 Rules.
 - ii. **Develop Processes to Prevent Future Reoccurrence of Firewall and One-Way Audio Issues.** Verizon Wireless shall review, implement, and revise, as necessary, all new and existing audits and system updates identified in the LOI Response to prevent a reoccurrence of issues that resulted in the October outage.¹⁵
 - iii. **Establish Enhanced Processes for Implementing Security Policy Updates.** Consistent with the new and existing procedure identified in the LOI Response to prevent the reoccurrence of the Outage,¹⁶ Verizon Wireless shall establish unique file naming convention standards for all security policy updates which shall include the date and time each policy is created and superseded to prevent accidental selection from prior time periods. Verizon Wireless shall remove any flawed files from available inventory within 24 hours of discovery to make the flawed files unavailable to employees implementing security policy updates. Verizon Wireless shall also establish unique file naming convention standards for all security policy updates. Verizon Wireless shall also establish and implement Operating Procedures that ensures any network change or software protocol deemed to be unsuitable for reapplication into Verizon Wireless's network is removed and safeguarded from reapplication. Verizon Wireless employees and

¹⁵ See LOI Response at 11-13, 42-43.

¹⁶ See LOI Response at 11-13.

vendors must certify that business-as-usual procedures have been followed when implementing security policy updates.

- iv. **Establish Testing Prior to Significant Network Change.** Verizon Wireless shall establish and implement Operating Procedures (including, as necessary, reviewing and revising any existing procedures) to ensure that all planned significant network changes, including without limitation any significant (i) network upgrades, and (ii) network updates (including all phases of such maintenance, upgrades, and updates), are tested in a laboratory or other test environment that simulates the target network and load (including, as applicable, interim operating states) prior to the first application in the network. Verizon Wireless shall do so in a manner consistent with any applicable FCC *Communications Security, Reliability, and Interoperability Council* (CSRIC) best practices, relating to testing of network elements and upgrades. Such Operating Procedures shall, at a minimum, adhere to the following CSRIC best practices, and any future revisions thereto, relating to testing of network elements and upgrades: 13-10-0559 (“Network Operators, Service Providers, and Public Safety should consider validating upgrades, new procedures and commands in a lab or other test environment that simulates the target network and load prior to the first application in the field”) and 13-10-0600 (“Network Operators and Service Providers should establish and document a process to plan, test, evaluate and implement major change activities in their network”).
 - v. **Review and Implement New or Revised Best Practices.** Within ninety (90) calendar days of the release by CSRIC of any new and applicable best practices relating to 911 service, Verizon Wireless shall evaluate and incorporate, where appropriate, such new best practices into the Operating Procedures and shall establish a timeline for their implementation not to exceed one hundred and eighty (180) days following the release of such new and applicable best practices.
 - vi. **Perform Risk Assessments.** Verizon Wireless shall identify the primary risks to Verizon Wireless’ 911 transmission and delivery network, and implement risk management controls and methodologies to address those risks, with specific attention to those issues that were identified as the root cause of the December Outage and other contributing factors underlying that root cause. Verizon Wireless shall utilize an industry recognized risk control methodology that provides, at a minimum, that:
 1. Verizon Wireless shall develop key risk indicators for compliance with the 911 rules.
 2. Verizon Wireless will assess those controls and mitigation strategies on a regular basis, which shall be at least annually, and implement any remediation measures necessary to address any identified risks.
 3. Verizon Wireless shall assess, at least annually, internal and external risks to the reliability and resiliency of Verizon Wireless’s 911 network and its ability to transmit and deliver 911 calls consistent with the 911 Rules.
 4. Verizon Wireless shall assess, at least annually, the sufficiency and effectiveness of any safeguards implemented as a result of the risk assessments performed to address any identified risks, and timely modify such safeguards, as appropriate.
- b. **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a revised Compliance Manual to all

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

- c. **Compliance Training Program.** Verizon Wireless shall establish and implement a Compliance Training Program on compliance with the 911 Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Verizon Wireless's obligation to report any noncompliance with the 911 Rules under paragraph 14 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Verizon Wireless shall repeat compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

14. **Reporting Noncompliance.** Verizon Wireless shall report any material noncompliance with the 911 Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. If additional investigation is required by Verizon Wireless, Verizon Wireless may provide an updated noncompliance report within fifteen (15) calendar days after the initial report of material noncompliance. Such reports shall include a detailed explanation of: (i) each instance of such noncompliance, including the geographic area affected and the impact, if any, on 911 call transmission; (ii) the steps that the Company has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that the Company has taken or will take to prevent the recurrence of any such noncompliance. Such noncompliance reports shall include an affidavit or declaration consistent with section 1.16 of the Commission's rules.¹⁷ If an initial and an updated noncompliance report are provided, Verizon Wireless shall include an affidavit or declaration with the updated noncompliance report. All reports of noncompliance shall be submitted to electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, via EB-SED-Response@fcc.gov.

15. **Compliance Reports.** Verizon Wireless shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Verizon Wireless's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the 911 Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Verizon Wireless, stating that the Compliance Officer has personal knowledge that Verizon Wireless: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 14 of this Consent Decree.

¹⁷ 47 CFR § 1.16.

- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.¹⁸
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Verizon Wireless, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully:
 - (i) each instance of noncompliance; (ii) the steps that Verizon Wireless has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Verizon Wireless has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, via EB-SED_Response@fcc.gov.

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

17. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act¹⁹ against the Company or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by the Company with the Communications Laws.

18. **Civil Penalty.** Verizon Wireless will pay a civil penalty to the United States Treasury in the amount of one million fifty thousand dollars (\$1,050,000) within thirty (30) calendar days of the Effective Date. Verizon Wireless acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).²⁰ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Verizon Wireless shall send electronic notification of payment to EB-SED-Response@fcc.gov on the date said payment is made. Payment of the Civil Penalty must be made by credit card using the Commission's Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. The Commission no longer accepts Civil Penalty payment by check or money order. Below are instructions that payors should follow based on the form of payment selected:²¹

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned

¹⁸ 47 CFR § 1.16.

¹⁹ 47 U.S.C. § 208.

²⁰ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

²¹ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

above and the letters “FORF”. In addition, a completed Form 159²² or printed CORES form²³ must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).²⁴ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

- Payment by credit card must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

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

20. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Verizon Wireless.

21. **Waivers.** As of the Effective Date, Verizon Wireless waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. Verizon Wireless shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If

²² FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

²³ Information completed using the Commission’s Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

²⁴ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither Verizon Wireless nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Verizon Wireless shall waive any statutory right to a trial *de novo*. Verizon Wireless hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act²⁵ relating to the matters addressed in this Consent Decree.

22. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

23. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

24. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which Verizon Wireless does not expressly consent) that provision will be superseded by such Rule or order.

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

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

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

28. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

29. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

²⁵ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

30. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Loyaan A. Egal
Chief
Enforcement Bureau

Date

Andrea K. Short
Senior Vice President & Deputy General Counsel, Chief Litigation Officer
Cellco Partnership d/b/a Verizon Wireless

Date