

Before the  
Federal Communications Commission  
Washington, DC 20554

In the Matter of	)	
	)	
Verizon	)	File Nos.: EB-SED-14-00017189, EB-
	)	SED-14-00017676, EB-SED-14-
	)	00017373
	)	Acct. No.: 201532100003
	)	FRN: 0004335592

**ORDER**

**Adopted: March 18, 2015**

**Released: March 18, 2015**

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau and MCI Communications Services, Inc. d/b/a Verizon Business Services (Verizon) have entered into a Consent Decree to resolve the Bureau's investigation into an April 2014 six-hour outage in 911 service. During this outage, consumers in nine California counties were unable to make calls to 911. Pursuant to the Commission's rules, Verizon was required to timely notify all affected Public Safety Answering Points (PSAPs) of the April 2014 outage, but Verizon failed to do so. To settle this matter, Verizon will implement a far-reaching compliance plan to develop and implement proactive risk management principles designed to reduce the likelihood and impact of 911 failures, ensure reliable 911 call completion, and plan for and provide expeditious notification to PSAPs affected by 911 outages. The compliance plan recognizes the challenges to 911 service as networks transition from traditional architectures to next generation IP-supported networks and is a significant step towards ensuring the reliability of the nation's 911 systems. In addition, Verizon will pay a fine of \$3.4 million.

2. The outage began just before midnight Pacific Daylight Time on April 9, 2014, and affected 83 PSAPs, including 13 in nine California counties that relied on Verizon for 911 routing service. The nine counties cover a geographic area of over 24,000 square miles and have a population of more than 748,000. It was a classic "sunny day" outage—one that did not result from an extraordinary disaster or other unforeseeable catastrophe.

3. 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 investigations regarding Verizon's compliance with the Commission's rules.

4. In the absence of material new evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether Verizon possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Communications Act of 1934, as amended,<sup>1</sup> and the authority delegated by Sections 0.111 and 0.311 of the Rules,<sup>2</sup> the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

6. **IT IS FURTHER ORDERED** that the above-captioned investigations **ARE TERMINATED**.

<sup>1</sup> 47 U.S.C. § 154(i).

<sup>2</sup> 47 C.F.R §§ 0.111, 0.311.

7. **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 Tamara Preiss, Vice President, Federal Regulatory Affairs, Verizon, 1300 I Street NW, Suite 400 West Washington, DC 20005

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc  
Chief  
Enforcement Bureau

Before the  
Federal Communications Commission  
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In the Matter of

Verizon

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File Nos.: EB-SED-14-00017189, EB-  
SED-14-00017676, EB-SED-14-  
00017373  
Acct. No.: 201532100003  
FRN: 0004335592

**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission and Verizon, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigations into whether Verizon violated Sections 4.9 and 64.3001 of the Commission's rules (Rules) in connection with the April 2014 Outage.

**I. DEFINITIONS**

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "Act" means the Communications Act of 1934, as amended.<sup>1</sup>
  - (b) "Adopting Order" means an order of the Commission or the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) "April 2014 Outage" means the outage on April 9–10, 2014 which involved the failure of 911 calls to reach PSAPs and other 911 special facilities for nearly six hours in the affected states of Washington, Minnesota, North Carolina, South Carolina, Florida, California, and Pennsylvania. *See* April 2014 Multistate 911 Outage: Cause and Impact, Report and Recommendations, Public Safety Docket No. 14-72, PSHSB Case File Nos. 14-CCR-000-0007, Public Safety and Homeland Security Bureau, Federal Communications Commission, October 2014, 2014 WL 5334833 (rel. Oct. 17, 2014) (PSHSB Report), *available at* [https://apps.fcc.gov/edocs\\_public/attachmatch/DOC-330012A1.pdf](https://apps.fcc.gov/edocs_public/attachmatch/DOC-330012A1.pdf).
  - (d) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
  - (e) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
  - (f) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Verizon is subject by virtue of its business activities.
  - (g) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 12.
  - (h) "Covered Employees" means all employees and agents of Verizon who perform, or supervise, oversee, or manage the performance of Verizon's responsibilities under the Commission's rules regarding 911 service reliability and outage notification for NG911 network facilities and processes under Verizon's direct control.
  - (i) "Effective Date" means the date by which both the Bureau and Verizon have signed

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



the Consent Decree.

- (j) "Investigations" means the investigations commenced by the Bureau in EB-SED-14-00017189, EB-SED-14-00017676, EB-SED-14-00017373 regarding whether Verizon and its regulated affiliates violated the Commission's rules regarding 911 service reliability and outage notification.
- (k) "Operating Procedures" means the standard internal operating procedures and compliance policies established by Verizon to implement the Compliance Plan.
- (l) "Parties" means Verizon and the Bureau, each of which is a "Party."
- (m) "PSAP" means a public safety answering point. *See* 47 C.F.R. § 64.3000(c).
- (n) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.
- (o) "Verizon" or "Company" means MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon Business"), provided that Verizon will notify the Bureau in the event that any Verizon affiliate commences providing Next Generation 911 (NG911) services of the type described in this Consent Decree, and, upon such notification, such entity shall be added to the definition of "Verizon" or "Company" for purposes of this Consent Decree.
- (p) "Verizon and its regulated affiliates" means the regulated wholly owned subsidiaries of Verizon Communications Inc., including but not limited to Verizon Business, Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless"), and all affiliated incumbent local exchange carriers ("Verizon ILECs").

## II. BACKGROUND

3. Pursuant to Section 4.9(f)(4) of the Rules, a wireline communications provider that experiences a network outage of at least 30 minutes duration that potentially affects a 911 special facility (as defined by paragraph (e) of Section 4.5 of the Rules) must notify, as soon as possible by telephone or electronic means, any official who has been designated by the management of the affected 911 special facility as the provider's contact person for communications outages at that facility.<sup>2</sup> The provider must convey to that person all available information that may be useful to the management of the affected 911 special facility in mitigating the effects of the outage on public efforts to communicate with that facility.<sup>3</sup> Section 64.3001 of the Rules states that "[a]ll telecommunications carriers shall transmit all 911 calls to a PSAP, to a designated statewide default answering point, or to an appropriate local emergency authority as set forth in § 64.3002."

4. Pursuant to a contract with the State of California Office of Emergency Communications, Verizon is the 911 service provider as part of a trial in an area of Northern California. The trial, which began in 2012, is designed to test a new way of routing wireless 911 calls to the appropriate PSAP using the latitude/longitude location of the caller. The call routing being tested in the trial would eliminate as many call transfers among PSAPs as possible in an effort to minimize the time it takes for a wireless 911 caller to reach the appropriate PSAP for her or his location. The trial is limited to 911 calls originating from AT&T Mobility and Verizon Wireless in the specified area. Verizon subcontracts performance of certain functions of the trial to Intrado, a provider of 911 and emergency communications infrastructure, systems and services to telecommunications service providers and public safety agencies throughout the United States.

5. On April 9–10, 2014, Intrado experienced a malfunction in one of its call processing centers that affected delivery of 62 wireless 911 calls to 13 PSAPs associated with the trial. Intrado

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<sup>2</sup> 47 C.F.R. § 4.9(f)(4).

<sup>3</sup> *Id.*



allegedly did not inform Verizon of the outage until after it was resolved. After Verizon was informed about the impact of the outage on the trial, it notified the State of California Office of Emergency Communications, the entity with which Verizon contracted to provide service under the trial. Verizon fully acknowledges that it is responsible for complying with applicable Commission rules regardless of any alleged failures by its subcontractors.<sup>4</sup>

### III. TERMS OF AGREEMENT

6. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order without change, addition, deletion, or modification.

7. **Jurisdiction.** Verizon agrees that the Commission, acting through 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.

8. **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.

9. **Termination of Investigations.** 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 Investigations. In consideration for the termination of the Investigations, Verizon 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 Investigations through the Effective Date, or the existence of this Consent Decree, to institute any new proceeding, formal or informal, or take any action against Verizon and its regulated affiliates concerning the matters that were the subject of the Investigations. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigations through the Effective Date, or the existence of this Consent Decree, to institute any proceeding, formal or informal, or take any action against Verizon and its regulated affiliates with respect to their basic qualifications, including their character qualifications, to be a Commission licensee or hold Commission licenses or authorizations.

10. **Admissions.** Verizon admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 9 herein, that Section 4.9(f)(4) of the Rules required timely notification to PSAPs of the April 2014 Outage. Verizon further admits that it did not provide timely notice to affected PSAPs in the trial of the April 2014 Outage for the reasons stated in paragraph 5.

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Verizon shall designate a vice president with the requisite corporate and organizational authority, including budgetary authority for 911 operations, to serve as a Compliance Officer and to discharge the duties set forth below himself/herself, or through appropriate delegation of such duties to the executive director responsible for Verizon's 911 operations. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Verizon 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 Commission's rules regarding 911 service reliability and outage notification.

12. **Compliance Plan.** For purposes of settling the matters set forth herein, Verizon agrees that it shall, within the dates set out below, develop and implement a Compliance Plan designed to ensure future compliance with the Commission's rules regarding 911 service reliability and outage notification

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<sup>4</sup> 47 U.S.C. § 217. See also *Triad Broadcasting Company, Inc.*, Memorandum Opinion and Order, 96 FCC 2d 1235, 1244, para. 21 (1984) ("the Commission has consistently refused to excuse licensees from forfeiture penalties where actions of employees or independent contractors result in violations"); *Eure Family Limited Partnership*, Memorandum Opinion and Order, 17 FCC Rcd 21861, 21863-64, para. 7 (2002).



and with the terms and conditions of this Consent Decree. Verizon will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, Verizon shall establish Operating Procedures that all Covered Employees must follow to help ensure that Verizon complies with the Commission's rules regarding 911 service reliability and outage notification. Verizon's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Compliance Processes in paragraph 12(b) are met. Verizon shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Commission's rules regarding 911 service reliability and outage notification.
- (b) **Compliance Processes.** Within ninety (90) calendar days of the Effective Date:
- i. Verizon shall develop and implement processes in the evolving NG911 environment to (1) *Identify* risks that could result in disruptions to 911 service, (2) *Protect* against such risks, (3) *Detect* future 911 outages, (4) *Respond* to such outages with remedial actions, including notification to affected PSAPs, and (5) *Recover* from such outages on a timely basis in cooperation with any affected subcontractors.
  - ii. Verizon shall develop appropriate measures to detect disruptions in 911 service in network facilities under its direct control and, within 90 days, will develop and submit to the Commission a roadmap with specific objectives and timelines for implementing such measures – the roadmap will also include the objective of working with subcontractors when necessary to implement measures such as call counts and traffic measurements to bring 911 outages to the timely attention of Verizon's network operations center (NOC) personnel.
  - iii. Verizon shall develop and implement procedures to maintain current contact information for officials designated to receive outage notifications at each PSAP that it serves. Verizon also shall contact each PSAP that it serves to establish in advance and periodically review procedures for outage notifications under the Commission's rules.
  - iv. Verizon shall examine the PSAP notification processes utilized by its affiliates in their existing operations and incorporate the best practices from those processes into its operations.
  - v. With respect to any entities with which Verizon subcontracts for the performance of NG911 capabilities and services, Verizon shall establish clear operational roles and responsibilities to improve situational awareness and information sharing and enable it to exercise oversight with respect to those subcontractors. In particular, Verizon shall:
    1. Develop and implement contact procedures with a means of contacting the subcontractor that are available twenty-four (24) hours per day, seven (7) days per week.
    2. Develop and implement procedures for prompt identification of outages on the subcontractor's network or facility and to ensure timely notification to Verizon of a known outage with available information to facilitate timely notice to affected PSAPs. Such outage detection procedures should include prompt communication between Verizon and its subcontractors.
  - vi. Verizon shall review and revise its existing processes for receiving, gathering, analyzing, and reporting information about outages on subcontractor networks



to ensure that such processes (1) collect information known to its subcontractors about the impact of an outage on any PSAPs and (2) enable Verizon to notify contact personnel designated by any affected PSAP with available information that may be useful to the management of the PSAP to mitigate the effects of the outage. Specifically, Verizon shall use best efforts to, within 180 days:

1. Execute written agreements with every subcontractor providing 911 capabilities to timely communicate failure alarms and other relevant information regarding 911 outages.
2. Review and revise agreements with subcontractors to remove any contractual barriers to sharing with affected PSAPs and emergency authorities information about the scope and impact of a 911 outage.

If Verizon is unable to execute or revise agreements with subcontractors as specified above within 180 days, it shall provide the Commission with a written explanation of why such agreements could not be achieved.

- (c) **Compliance Manual.** Within ninety (90) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall set forth the Commission's rules regarding 911 service reliability and outage notification and the Operating Procedures that Covered Employees shall follow to help ensure that Verizon complies with such rules. Verizon shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Verizon shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (d) **Compliance Training Program.** Verizon shall establish and implement a Compliance Training Program on compliance with the Commission's rules regarding 911 service reliability and outage notification and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Verizon's obligation to report any noncompliance with the Commission's rules regarding 911 service reliability and outage notification under paragraph 13 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within ninety (90) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within sixty (60) calendar days after the date such person becomes a Covered Employee. Verizon 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.

13. **Reporting Noncompliance.** Verizon shall report any material noncompliance with the Commission's rules regarding 911 service reliability and outage notification and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of such noncompliance; (ii) the steps that Verizon 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 Verizon has taken or will take to prevent the recurrence of any such noncompliance. All reports of material noncompliance shall be submitted to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Jason Koslofsky at Jason.Koslofsky@fcc.gov and JoAnn Lucanik at JoAnn.Lucanik@fcc.gov.

14. **Reporting Requirements.**



- (a) **Compliance Reports.** Verizon shall file compliance reports with the Commission one hundred twenty (120) 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.
- i. Each Compliance Report shall include a detailed description of Verizon's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Commission's rules regarding 911 service reliability and outage notification. At a minimum, each Compliance Report shall address the following:
    - i. Efforts to proactively manage the risk of 911 outages through actions to *Identify, Protect, Detect, Respond, and Recover*, as set forth above.
    - ii. Specific outage detection mechanisms and failure alarms implemented under this Compliance Plan, including an explanation of any other measures implemented or proposed to better detect a 911 outage of similar scope and duration to the April 2014 outage.
    - iii. Proactive planning for PSAP outage notification as set forth above, including any changes or improvements to Verizon's Operating Procedures made as a result of discussions with PSAPs.
    - iv. Summary information regarding any information-sharing agreements with subcontractors reviewed or revised as set forth above.
  - ii. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Verizon, stating that the Compliance Officer has personal knowledge that Verizon: (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 material noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 13 of this Consent Decree.
  - iii. The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with Section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.<sup>5</sup> The statement shall address, at a minimum, the topics set forth in paragraph 14(a)(i) above.
  - iv. If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Verizon, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of material noncompliance; (ii) the steps that Verizon 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 has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
  - v. All Compliance Reports shall be submitted to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Jason Koslofsky at Jason.Koslofsky@fcc.gov and JoAnn Lucanik at JoAnn.Lucanik@fcc.gov. A copy of each Compliance Report

<sup>5</sup> 47 C.F.R. § 1.16.



shall also be submitted electronically to Jeffery Goldthorp, Associate Bureau Chief for Cybersecurity and Communications Reliability, Public Safety and Homeland Security Bureau at [Jeffery.Goldthorp@fcc.gov](mailto:Jeffery.Goldthorp@fcc.gov).

15. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 11 through 14 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

16. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to Section 208 of the Act<sup>6</sup> against Verizon 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 Verizon with the Communications Laws.

17. **Fine.** For purposes of settling the matters set forth herein, Verizon will pay a fine to the United States Treasury in the amount of three million four hundred thousand dollars (\$3,400,000) within thirty (30) calendar days of the Effective Date. Verizon shall send electronic notification of payment to Jason Koslofsky at [Jason.Koslofsky@fcc.gov](mailto:Jason.Koslofsky@fcc.gov); JoAnn Lucanik at [JoAnn.Lucanik@fcc.gov](mailto:JoAnn.Lucanik@fcc.gov); and Samantha Peoples at [Sam.Peoples@fcc.gov](mailto:Sam.Peoples@fcc.gov) on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.<sup>7</sup> When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions that should be followed based on the form of payment selected:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

18. **Waivers.** As of the Effective Date, Verizon 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 shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the

<sup>6</sup> 47 U.S.C. § 208.

<sup>7</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.



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 nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Verizon shall waive any statutory right to a trial *de novo*. Verizon hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>8</sup> relating to the matters addressed in this Consent Decree.

19. **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.

20. **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.

21. **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 does not expressly consent) that provision will be superseded by such Rule or Order.

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

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

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

25. **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.

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

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<sup>8</sup> See 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.1530.



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

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Travis LeBlanc  
Chief  
Enforcement Bureau

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Date

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Chris Miller  
Vice President and Associate General Counsel  
Verizon

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Date