

**Before the  
Federal Communications Commission  
Washington, DC 20554**

In the Matter of	)	
	)	
T-Mobile USA, Inc.	)	File No.: EB-SED-15-00018025
	)	Acct. No.: 201532100007
	)	FRN: 0004121760

**ORDER**

**Adopted: July 16, 2015**

**Released: July 17, 2015**

By the Chief, Enforcement Bureau:

1. All Americans rely upon 911 in an emergency. One of the bedrock principles of the Communications Act and the Commission's rules is that reliable 911 service must be available to all Americans at all times. Without access to functional, reliable 911 service, consumers are at risk of being unable to complete one of the most important calls they may ever have to make—a call to a first responder in a time of critical need.

2. The Enforcement Bureau of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into two related 911 service outages that impacted T-Mobile USA, Inc.'s national network on August 8, 2014 (August 2014 Outages). On average approximately 27,400 calls per hour are placed to 911 nationwide across all providers' networks. The August 2014 Outages lasted approximately three hours total and prevented almost all of T-Mobile's then 50 million customers from being able to reach first responders to report emergencies during the outages. These "sunny day" outages resulted from a planned software upgrade that interfered with the routing of 911 calls by T-Mobile. Moreover, pursuant to the Commission's rules, T-Mobile should have timely notified all affected Public Safety Answering Points (PSAPs) of the August 2014 Outages, but failed to do so. In sum, the August 2014 Outages resulted in T-Mobile customers being unable to reach 911 for a three hour period during which first responders were not informed of the outage.

3. To settle this matter, T-Mobile will pay a fine of \$17.5 million. T-Mobile also will implement a compliance plan to adopt proactive risk management principles designed to reduce the likelihood and impact of 911 failures, ensure reliable 911 call completion, and plan for and provide timely notification to PSAPs affected by 911 outages. Additionally, T-Mobile will file regular compliance reports with the Bureau until the termination of the Consent Decree.

4. 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 T-Mobile's compliance with the Commission's rules.

5. 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 T-Mobile possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

6. 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 Commission's rules,<sup>2</sup> the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

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<sup>1</sup> 47 U.S.C. § 154(i).

7. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED**.

8. **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 David H. Solomon, Wilkinson Barker Knauer, LLP, 2300 N Street, NW, Suite 700, Washington, DC 20037.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc  
Chief  
Enforcement Bureau

(Continued from previous page) \_\_\_\_\_  
<sup>2</sup> 47 C.F.R. §§ 0.111, 0.311.

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T-Mobile USA, Inc.	)	File No.: EB-SED-15-00018025
	)	Acct. No.: 201532100007
	)	FRN: 0004121760

**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission and T-Mobile USA, Inc. (“T-Mobile”), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether T-Mobile violated Sections 4.9, 20.18, and 64.3001 of the Commission’s Rules in connection with the August 2014 Outages.

**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) “August 2014 Outages” means the outages on August 8, 2014 which involved the failure of 911 calls to reach PSAPs and other 911 special facilities nationwide for approximately three hours.
  - (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 T-Mobile 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 11.
  - (h) “Covered Employees” means all employees and agents of T-Mobile who perform, or supervise, oversee, or manage the performance of T-Mobile’s responsibilities under the Commission’s rules regarding 911 service reliability and outage notification for 911 network facilities and processes under T-Mobile’s direct control.
  - (i) “Effective Date” means the date by which both the Bureau and T-Mobile have signed the Consent Decree.
  - (j) “Investigation” means the investigation commenced by the Bureau in EB-SED-15-00018025 regarding whether T-Mobile and its regulated affiliates violated the Commission’s rules regarding 911 service reliability and outage notification.

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

- (k) “Operating Procedures” means the standard internal operating procedures and compliance policies established by T-Mobile to implement the Compliance Plan.
- (l) “Parties” means T-Mobile and the Bureau, each of which is a “Party.”
- (m) “PSAP” means a public safety answering point.<sup>2</sup>
- (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (o) “T-Mobile” means T-Mobile USA, Inc. and its United States affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

## II. BACKGROUND

3. Pursuant to Section 4.9(e)(5) of the Rules, a wireless 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>3</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>4</sup> Section 20.18(b) of the Rules states that “CMRS providers subject to this section must transmit all wireless 911 calls ... to a Public Safety Answering Point ... pursuant to § 64.3001 of this chapter.”<sup>5</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.”<sup>6</sup>

4. During the August 2014 Outages, T-Mobile experienced two separate but related 911 service outages on its national network that together lasted approximately three hours.<sup>7</sup> The August 2014 Outages resulted from a planned software upgrade that interfered with the routing of 911 calls, potentially preventing a significant portion of its customers from being able to reach first responders to report emergencies during the outages. T-Mobile did not notify the designated officials of any affected PSAPs of the August 2014 Outages.

## III. TERMS OF AGREEMENT

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

6. **Jurisdiction.** T-Mobile 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.

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<sup>2</sup> See 47 C.F.R. § 64.3000(c).

<sup>3</sup> 47 C.F.R. § 4.9(e)(5).

<sup>4</sup> *Id.*

<sup>5</sup> 47 C.F.R. § 20.18(b).

<sup>6</sup> 47 C.F.R. § 64.3001.

<sup>7</sup> T-Mobile also operates a legacy MetroPCS network which has a different architecture and was unaffected by the August 2014 Outages. See Letter from David H. Solomon and Robert G. Kirk, Wilkinson Barker Knauer, LLP, to Marlene H. Dortch, Secretary, Federal Communications Commission at 7 (Feb. 9, 2015) (on file in EB-SED-15-00018025).

7. **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.

8. **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, T-Mobile 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, formal or informal, or take any action against T-Mobile concerning the matters that were the subject of the Investigation. The Bureau also 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 proceeding, formal or informal, or take any action against T-Mobile with respect to its basic qualifications, including its character qualifications, to be a Commission licensee or hold Commission licenses or authorizations.

9. **Admissions.** T-Mobile admits solely for the purpose of this Consent Decree and for Commission civil enforcement purposes in connection with this Consent Decree, and in express reliance on the provisions of paragraph 8 herein, that Section 4.9(e)(5) of the Rules required timely notification to PSAPs of the August 2014 Outages and that T-Mobile did not provide timely notice to all affected PSAPs of the August 2014 Outages.

10. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, T-Mobile 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 personnel responsible for T-Mobile's 911 operations. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that T-Mobile 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.

11. **Compliance Plan.** For purposes of settling the matters set forth herein, T-Mobile 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 and with the terms and conditions of this Consent Decree. T-Mobile will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, T-Mobile shall establish Operating Procedures that all Covered Employees must follow to help ensure that T-Mobile complies with the Commission's rules regarding 911 service reliability and outage notification. T-Mobile's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Compliance Processes in paragraph 11(b) are met. T-Mobile 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.** T-Mobile shall develop and implement processes in the evolving 911 environment to (1) *Identify* risks that could result in disruptions to 911 service, (2) *Protect* against such risks, (3) *Detect* 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 this regard, T-Mobile shall:

- i. Within thirty (30) days of the Effective Date, ensure that 911 calls are routed despite unavailable 911 call number and location data to PSAPs willing to accept such 911 calls, including its recently implemented Phase 0 routing;
- ii. Within one hundred twenty (120) days of the Effective Date, develop measures it deems appropriate to detect disruptions in 911 service in network facilities under its direct control and, within one hundred (120) days, develop and submit to the Commission a roadmap with specific objectives and timelines for implementing such measures. The roadmap will also address the objective of working with subcontractors or vendors when necessary to implement measures such as call counts and traffic measurements to bring 911 outages to the timely attention of T-Mobile network operations center (NOC) personnel.
- iii. Within ninety (90) calendar days of the Effective Date, audit the settings of thresholds for detection of disruptions in 911 service, as discussed above in 11(b)(ii), to ensure that all network elements and equipment that should be alarmed have an appropriate threshold set, including with respect to mapping;
- iv. Within ninety (90) calendar days of the Effective Date, establish escalation mechanisms to ensure that indications of impending failure are appropriately flagged and considered early enough by personnel trained and empowered to take effective actions to prevent or mitigate 911 system failures;
- v. Contact all PSAPs within every one of its licensed service areas in which it is operating via e-mail within ninety (90) calendar days of the Effective Date to request contact information for outage situations:
  1. If a PSAP does not respond to the initial e-mail inquiry, T-Mobile will send a follow-up e-mail within fifteen (15) calendar days;
  2. If a PSAP remains non-responsive, T-Mobile will make a telephone inquiry within fifteen (15) calendar days after the follow-up email;
  3. If any PSAP does not respond to these inquiries, T-Mobile will provide outage information to the contact(s) for such PSAP(s) listed in the National Emergency Number Association (NENA) PSAP Registry, and send a copy to the appropriate State Administrator for 911 services within fifteen (15) calendar days of the telephone inquiry;
  4. Annually, T-Mobile will review and update its list of PSAP contact information through the process described in paragraph 11(b)(v)(1)–(2) above and through reference to periodic updates of the NENA PSAP registry, and share the list of PSAP contact information with the appropriate State Administrator for 911 services in T-Mobile’s licensed service areas in which it is operating;
- vi. Develop and submit to the Commission within ninety (90) days of the Effective Date, and implement within one hundred and twenty (120) days of the Effective Date, a plan for a PSAP notification system sufficient to notify affected PSAPs of 911 outages, including without limitation localized 911 outages and 911 outages that are multi-state or nationwide in scope;
- vii. Establish a test program to verify its Gateway Mobile Location Centers’

(GMLC) active/standby failover process and, when implemented, the active/active failure process, including any alarms described in paragraph 11(b)(ii)–(iv) above that would trigger such a failover process and any communications with agents or subcontractors, including vendors, necessary to effectuate promptly such a failover process and ensure that tests within the program are conducted at an interval that will validate sustained readiness and completed not less than on a quarterly basis (commencing three (3) months after the Effective Date); and

- viii. Use commercially reasonable efforts to redesign its GMLCs from an active/standby system to an active/active system capable of dynamically distributing 911 call volume among multiple active, geographically distributed GMLCs within twenty-four (24) months of the Effective Date, but such implementation period shall not exceed thirty-six (36) months from the Effective Date.
- (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 T-Mobile complies with such rules. T-Mobile shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. T-Mobile shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (d) **Compliance Training Program.** T-Mobile 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 T-Mobile’s obligation to report any noncompliance with the Commission’s rules regarding 911 service reliability and outage notification under paragraph 12 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 one hundred twenty (120) 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. T-Mobile 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.

12. **Reporting Noncompliance.** Within one hundred twenty (120) calendar days after the Effective Date, T-Mobile shall begin reporting 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 T-Mobile 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 T-Mobile 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, SW, Washington, DC 20554, with a copy submitted electronically to Eric Ehrenreich at Eric.Ehrenreich@fcc.gov and JoAnn Lucanik at JoAnn.Lucanik@fcc.gov. The obligation to report such noncompliance shall continue until forty (40) months after the Effective Date.

13. **Reporting Requirements.**

- (a) **Compliance Reports.** T-Mobile 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 T-Mobile'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:
    1. An assessment of the risk of 911 outages, and list the specific efforts taken to proactively manage the risk of 911 outages through actions in each of the following areas: *Identify, Protect, Detect, Respond, and Recover*, as set forth above in paragraph 11(b).
    2. 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 August 2014 Outages.
    3. Efforts to compile or otherwise obtain PSAP contact information for outage notifications as described in paragraph 11(b)(v) above, including the results of such efforts.
    4. Efforts to implement the GMLC failover testing and active/active GMLC configuration described in paragraphs 11(b)(vii)-(viii) above, including the results of such efforts.
  - ii. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of T-Mobile, stating that the Compliance Officer has personal knowledge that T-Mobile: (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 12 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>8</sup> The statement shall address, at a minimum, the topics set forth in paragraph 13(a)(i) above.
  - iv. If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of T-Mobile, 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 T-Mobile 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 T-Mobile has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will

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<sup>8</sup> 47 C.F.R. § 1.16.



be taken.

- v. All Compliance Reports shall be submitted to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Eric Ehrenreich at Eric.Ehrenreich@fcc.gov and JoAnn Lucanik at JoAnn.Lucanik@fcc.gov. A copy of each Compliance Report 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.

14. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 10 through 13 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

15. **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>9</sup> against T-Mobile 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 T-Mobile with the Communications Laws.

16. **Fine.** For purposes of settling the matters set forth herein, T-Mobile will pay a fine to the United States Treasury in the amount of seventeen million five hundred thousand dollars (\$17,500,000) within thirty (30) calendar days of the Effective Date. T-Mobile shall send electronic notification of payment to Eric Ehrenreich at Eric.Ehrenreich@fcc.gov; JoAnn Lucanik at JoAnn.Lucanik@fcc.gov; and Samantha Peoples at 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>10</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.

<sup>9</sup> 47 U.S.C. § 208.

<sup>10</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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.

17. **Waivers.** As of the Effective Date, T-Mobile 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. T-Mobile shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither T-Mobile nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and T-Mobile shall waive any statutory right to a trial *de novo*. T-Mobile hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>11</sup> relating to the matters addressed in this Consent Decree.

18. **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.

19. **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.

20. **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 T-Mobile does not expressly consent) that provision will be superseded by such Rule or Order.

21. **Successors and Assigns.** T-Mobile agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

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

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

24. **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.

25. **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>11</sup> See 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.1530.

26. **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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Brian King  
Senior Vice President, National Engineering Operations  
T-Mobile USA, Inc.

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Date