

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

In the Matter of)	File No.: EB-11-IH-1351
)	
Cellco Partnership d/b/a Verizon Wireless)	Acct. No.: 201232080028
)	
)	FRN: 0003290673

ORDER

Adopted: July 31, 2012

Released: July 31, 2012

By the Chief, Enforcement Bureau:

1. In this Order, we adopt a Consent Decree entered into between the Enforcement Bureau (Bureau) and Cellco Partnership d/b/a Verizon Wireless (Verizon Wireless). The Consent Decree terminates an investigation by the Bureau against Verizon Wireless for possible violations of Section 27.16 of the Commission’s rules and the 700 MHz Second Report and Order.¹

2. A copy of the Consent Decree negotiated by the Bureau and Verizon Wireless is attached hereto and incorporated herein by reference.

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 investigation.

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 Wireless 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 Sections 4(i) and 503(b) of the Act,² and Sections 0.111 and 0.311 of the Commission’s rules,³ the Consent Decree attached to this Order **IS ADOPTED**.

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

¹ See 47 C.F.R. § 27.16(b); *Service Rules for the 698-746, 747-762, and 777-792 MHz Bands*, Second Report and Order, 22 FCC Rcd 15289, 15365, ¶ 206 (2007).

² 47 U.S.C. §§ 154(i), 503(b).

³ 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 certified mail, return receipt requested, to William B. Petersen, Verizon Wireless, One Verizon Way, Basking Ridge, NJ 07920.

FEDERAL COMMUNICATIONS COMMISSION

P. Michele Ellison
Chief
Enforcement Bureau

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CONSENT DECREE

The Enforcement Bureau of the Federal Communications Commission and Cellco Partnership d/b/a Verizon Wireless, by their respective authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into possible violations of Section 27.16 of the Commission’s rules and the 700 MHz Order.¹

I. DEFINITIONS

1. For the purposes of this Consent Decree, the following definitions shall apply:
 - (a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. §§ 151 *et seq.*
 - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Application” means an electronic program capable of operation on a wireless device connected to the C-Block network.
 - (d) “Application Store” means an online marketplace accessible by an Internet access service using the C-Block Network through which users can access and download Applications on their devices for their personal use. This does not include Application Stores owned or operated by Verizon Wireless.
 - (e) “Application Store Communications” means communications by Verizon Wireless with Application Store Operators regarding whether Third-Party Applications should be made unavailable within that Application Store to Verizon Wireless customers using the C-Block Network.
 - (f) “Application Store Operator” means a person or entity other than Verizon Wireless that operates an Application Store.
 - (g) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.

¹ See 47 C.F.R. § 27.16(b); *Service Rules for the 698-746, 747-762, and 777-792 MHz Bands*, Second Report and Order, 22 FCC Rcd 15289, 15365, ¶ 206 (2007) (“700 MHz Order”).

- (h) “C-Block Network” means a network operating within Block C in the 746-757 and 776-787 MHz bands.
- (i) “C-Block Rules” means Section 27.16 of the Rules and pertinent provisions of the Commission’s 700 MHz Order⁴ governing the network access requirements for Block C in the 746-757 and 776-287 MHz bands.
- (j) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
- (k) “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 C-Block Rules.
- (l) “Compliance Plan” means the compliance obligations and compliance program described in this Consent Decree at paragraph 11.
- (m) “Covered Employees” means all employees and agents of Verizon Wireless or supervisors of such employees or agents, who interact with Application Store Operators or Application developers in relation to the availability of Third Party Applications on the C-Block Network or who set policies with respect to such availability as part of their job responsibilities at Verizon Wireless, including, but not limited to, employees and agents who communicate with Application Store Operators or might reasonably be expected to undertake Application Store Communications as part of their job responsibilities at Verizon Wireless.
- (n) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (o) “Investigation” means the investigation commenced by the Bureau’s October 12, 2011 letter of inquiry in File No. EB-11—H-1351 pertaining to possible violations of the C-Block Rules.
- (p) “Operating Procedures” means the internal operating procedures and compliance policies established by Verizon Wireless to implement the Compliance Plan.
- (q) “Parties” means Verizon Wireless and the Bureau, each of which is a “Party.”
- (r) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (s) “Tethering” means using a basic wireless phone or smartphone as a modem to obtain network access and data usage for or more other devices, such as a laptop computer, desktop computer, or tablet device.
- (t) “Third-Party Application” means an Application that has been developed and distributed and/or offered to consumers in an Application Store by a party other than Verizon Wireless.

⁴ See 700 MHz Order, 22 FCC Rcd at 15358-15374, paras. 189-230.

- (u) “Verizon Wireless” or “Company” means Cellco Partnership d/b/a Verizon Wireless, and each of its subsidiaries offering commercial mobile radio service.

II. BACKGROUND

2. The C-Block rules provide that C-Block licensees shall not deny, limit or restrict the ability of their customers to use the devices and Applications of their choice on the licensee’s C-Block network, with certain exceptions.³

3. Verizon Wireless holds a license to operate its network on the C-Block. It launched its 4G LTE service using this spectrum on December 5, 2010. As required by the C-Block rules, Verizon Wireless has published technical standards and established a certification procedure for third parties to use in developing devices that will operate on the C-Block Network. Verizon Wireless has also published guidelines for Application developers that describe best practices for developing Applications that will operate on the C-Block Network.

4. Verizon Wireless’s customer agreements in place in 2011 required that subscribers, both those on unlimited data plans and those on usage-based plans, pay an additional monthly fee if they tethered additional devices to their smartphones. Verizon Wireless referred to this feature as Mobile Broadband Connect. In April 2011, Verizon Wireless asked an Application Store Operator to filter from its Application Store eleven tethering Applications that customers could use to tether without paying Verizon Wireless’s monthly tethering fee. The Application Store Operator subsequently filtered those Applications so that Verizon Wireless customers could no longer access them through the Application Store.

5. On October 12, 2011, the Bureau issued a letter of inquiry (LOI) to Verizon Wireless.⁴ The LOI directed Verizon Wireless to respond to a series of questions regarding the availability of Third-Party Applications on the C-Block Network, and specifically inquired about Verizon Wireless’s request to filter the tethering Applications and the requirement that all customers pay an additional fee in order to use a tethering Application. Verizon Wireless responded to the LOI on November 10, 2011.⁵ The Bureau sought additional information on December 1, 2011, to which Verizon Wireless responded on December 15, 2011.⁶ Verizon Wireless filed supplemental information on February 2, 2012.

III. TERMS OF AGREEMENT

6. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order.

³ 47 C.F.R. § 27.16(b); *700 MHz Order*, 22 FCC Rcd at 15365, ¶ 206.

⁴ Letter from Theresa Z. Cavanaugh, Acting Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, to John T. Scott III, Vice President and Deputy General Counsel, Verizon Wireless (Oct. 12, 2011) (on file in File No. EB-11-1H-1351).

⁵ See Letter from John T. Scott, counsel for Verizon Wireless, to Edward Smith, Esq., Attorney Advisor, Investigations and Hearings Division, FCC Enforcement Bureau (Nov. 14, 2011) (on file in File No. EB-11-1H-1351).

⁶ See Letter from William D. Wallace, counsel for Verizon Wireless, to Edward Smith, Investigations and Hearings Division, FCC Enforcement Bureau (Dec. 15, 2011) (on file in File No. EB-11-1H-1351).

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

8. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

9. **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, the Bureau will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against Verizon Wireless 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 on its own motion any proceeding, formal or informal, or take any action on its own motion against Verizon Wireless with respect to Verizon Wireless's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

10. **Compliance Plan.** For purposes of resolving the matters set forth herein and based on the facts and circumstances presented in this case, the Parties agree to the following compliance provisions. Specifically, Verizon Wireless: (i) agrees to implement within thirty (30) calendar days after the Effective Date a Compliance Plan relating to its future compliance with the C-Block rules, including the rules governing the availability and use of Third-party Applications, including Tethering Applications, by customers using Verizon Wireless's C-Block Network; and (ii) represents that it has one or more management employees in each of its business units who has responsibility for compliance with each of the Communications Laws that are relevant to its operations, that there are at least twenty (20) such management employees, and that, collectively, these management employees exercise responsibility for the Company's compliance with all of the Communications Laws that are relevant to the operations of the Company. The Company agrees that it will either maintain this compliance structure, or, if it makes changes, shall ensure that it maintains equivalent management oversight over compliance with all Communications Laws that are applicable to the operations of the Company. The Compliance Plan will include, at a minimum, the following components:

- (a) **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Verizon Wireless shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as 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. The Compliance Officer shall have specific knowledge of the C-Block Rules prior to assuming his/her duties.
- (b) **Compliance Procedures.** Within sixty (60) calendar days after the Effective Date, Verizon Wireless shall implement written Operating Procedures designed to ensure that any Application Store Communications relating to the availability

to Verizon Wireless customers of particular Applications are first reviewed by legal counsel for compliance with the C-Block Rules. Verizon Wireless's Operating Procedures shall set forth the procedures that all Covered Employees must follow to help ensure compliance with those Operating Procedures, including internal procedures and policies specifically designed to ensure that Application Store Communications do not include demands that Application Stores make unavailable to Verizon Wireless customers Third-Party Applications for use on its C-Block Network for which Verizon Wireless lacks a good faith belief that the Third-Party Application is unlawful or harmful to its network, customers, or customer devices. Verizon Wireless shall distribute the Operating Procedures to all Covered Employees within sixty (60) calendar days after the Effective Date. Verizon Wireless shall periodically review and revise its Operating Procedures as necessary to ensure that the information set forth therein remains current and complete, and shall distribute any revisions to the Operating Procedures promptly to all applicable Covered Employees.

- (c) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the C-Block rules that apply to Verizon Wireless, including the prohibition against denying, limiting, or restricting the ability of its customers to use the Applications of their choice on Verizon Wireless's C-Block network, and set forth the Operating Procedures that Covered Employees shall follow to help ensure Verizon Wireless's compliance with the C-Block rules. 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 Covered Employees. The Compliance Manual will require personnel to contact Verizon Wireless's Compliance Officer, and if appropriate, legal counsel, with any questions or concerns that arise with respect to Verizon Wireless's obligations under the C-Block rules.
- (d) **Compliance Training Program.** Verizon Wireless shall establish and implement a Compliance Training Program on compliance with the C-Block rules, including the prohibition against denying, limiting, or restricting the ability of its customers to use the Applications of their choice on Verizon Wireless's C-Block network, 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 C-Block rules 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 sixty (60) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the Effective Date shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Verizon Wireless shall repeat the 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.
- (e) **Termination Date.** Unless stated otherwise, the requirements of this paragraph 10 of the Consent Decree shall expire twenty-four (24) months after the Effective Date.

11. **Reporting Noncompliance.** Verizon Wireless shall report any noncompliance with the C Block Rules that prohibit a licensee from denying, limiting, or restricting the ability of its customers to use the devices and Applications of their choice on the licensee's C Block network, or 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 noncompliance; (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. All reports of noncompliance shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, S.W. Washington, D.C. 20554, with a copy submitted electronically to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov and Pamela S. Kane at Pamela.Kane@fcc.gov. The reporting obligations set forth in this paragraph shall expire twenty-four (24) months after the Effective Date.

12. **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, and twenty-four (24) 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 with the C Block Rules that prohibit a licensee from denying, limiting, or restricting the ability of its customers to use the devices and Applications of their choice on the licensee's C Block network. Each Compliance Report shall also include a list of all Applications that have been removed or filtered from Application Stores in response to Application Store Communications between the Effective Date and the date of the Compliance Report, along with a brief explanation of the reason(s) Verizon Wireless requested removal or filtering. 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 the Company (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 11 of this Consent Decree.
- (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 Rules⁵ and be subscribed to as true under penalty of perjury in substantially the form set forth in Section 1.16.
- (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 the Company 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 the Company has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

⁵ 47 C.F.R. § 1.16.

- (d) All Compliance Reports shall be submitted to the Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, S.W., Washington, D.C. 20554, with a copy submitted electronically to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov and Pamela S. Kane at Pamela.Kane@fcc.gov.

13. **No Prejudice.** Nothing in this Consent Decree amends or modifies Verizon Wireless's rights or obligations under the C Block Rules, and in particular, nothing herein authorizes Verizon Wireless to take any actions to deny, limit, or restrict the ability of its customers to use the Applications of their choice on Verizon Wireless's C Block network. To the extent permissible under the C Block Rules and other applicable law and legal obligations:

- (a) nothing herein precludes Verizon Wireless from engaging in Application Store Communications relating to particular Applications that are unlawful, interfere with the operation of and/or management of Verizon Wireless's network, harm or interfere with devices being used by Verizon Wireless customers, or otherwise are substantially harmful to Verizon Wireless customers;
- (b) nothing herein precludes Verizon Wireless from notifying an Application Store Operator whenever it believes that Applications posted in an Application Store may violate the Application Store's content policies, so long as Verizon does not explicitly or implicitly request that the Application be made unavailable to Verizon's C Block customers;
- (c) nothing herein obligates Verizon Wireless to take affirmative steps, such as including any particular Third Party Application in any Application Store that Verizon Wireless itself operates, to make any particular Application available to its customers on the C-Block Network or to design the devices it offers customers to work with or accommodate any particular Application; and
- (d) nothing herein prejudices Verizon Wireless's right to determine what Applications its customers are allowed to purchase through Verizon Wireless's billing mechanisms or to take remedial actions, including termination of service, against customers who violate the terms and conditions of their service plans or Verizon Wireless's policies applicable to the service provided to such customers.

14. **Other Actions.** Verizon Wireless commits that it will notify, or has notified, the Application Store Operator that it no longer objects to the availability of the eleven tethering Applications described in paragraph 4 to Verizon Wireless C-Block Network customers in the Application Store. On June 28, 2012, Verizon Wireless modified its pricing plans to allow customers on usage-based plans to tether their devices without paying an additional fee, while customers on unlimited usage plans must continue to pay an additional fee to tether their devices. Verizon Wireless customers on usage-based plans who subscribe to Mobile Broadband Connect for tethering may terminate their subscription to that service without penalty.

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 against Verizon Wireless for alleged violations of the Communications Laws, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaints 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 Wireless with the Communications Laws.

16. **Voluntary Contribution.** Verizon Wireless agrees that it will make a voluntary contribution to the United States Treasury in the amount of one million two hundred fifty thousand dollars (\$1,250,000) within thirty (30) calendar days after the Effective Date. Verizon Wireless shall also send electronic notification of payment to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov and Pamela S. Kane at Pamela.Kane@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 NAL/Account number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.⁶ 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 you should follow based on the form of payment you select:

- 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.

If you have questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

17. **Waivers.** 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, provided the Bureau issues an Adopting Order as defined herein. Verizon Wireless shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If any Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, Verizon Wireless and the Commission shall not contest the validity of the Consent Decree or of 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 have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

18. **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.

⁶ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

19. **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 Commission order.

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

21. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. The Parties further agree that this Consent Decree does not constitute either adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the Communications Laws.

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

23. **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.

24. **Authorized Representative.** The individual signing this Consent Decree on behalf of Verizon Wireless represents and warrants that he is authorized by Verizon Wireless to execute this Consent Decree and to bind Verizon Wireless to the obligations set forth herein. The FCC signatory represents that she is signing this Consent Decree in her official capacity and that she is authorized to execute this Consent Decree.

25. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

P. Michele Ellison
Chief
Enforcement Bureau

Date

William B. Petersen
Vice President, General Counsel & Secretary
Verizon Wireless

Date