

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

In the Matter of)	File No.: EB-TCD-12-00000229 ¹
)	
CSDVRS, LLC d/b/a ZVRS)	File No.: EB-TCD-12-00000346 ²
)	
)	Acct. No.: 201332170004
)	
)	FRN: 0016043143

ADOPTING ORDER

Adopted: November 19, 2012

Released: November 20, 2012

By the Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) and CSDVRS, LLC (CSDVRS). The Consent Decree terminates the investigations initiated by the Bureau regarding CSDVRS's compliance with Section 225 of the Communications Act of 1934, as amended,³ and Sections 64.604 and 64.605 of the Commission's rules⁴ concerning the provision of Telecommunications Relay Services and compensation from the TRS Fund.

2. The Bureau and CSDVRS have negotiated the terms of the Consent Decree that resolves these matters. A copy of the Consent Decree is attached hereto and incorporated 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 referenced investigations.

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

5. Accordingly, **IT IS ORDERED**, pursuant to Sections 4(i) and 503(b) of the Communications Act of 1934, as amended,⁵ and Sections 0.111 and 0.311 of the Commission's rules,⁶ the attached Consent Decree **IS ADOPTED**.

¹ The investigation was originally identified as file number EB-11-TC-075.

² The investigation was originally identified as file number EB-11-TC-024.

³ 47 U.S.C. § 225.

⁴ 47 C.F.R. §§ 64.604, 64.605.

⁵ 47 U.S.C. §§ 154(i), 503(b).

⁶ 47 C.F.R. §§ 0.111, 0.311.

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

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 Jeff Rosen, General Counsel for CSDVRS, 600 Cleveland Street, Suite 1000, Clearwater, FL 33755.

FEDERAL COMMUNICATIONS COMMISSION

P. Michele Ellison
Chief
Enforcement Bureau

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CSDVRS, LLC d/b/a ZVRS)	Acct. No.: 201332170004
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CONSENT DECREE

The Enforcement Bureau of the Federal Communications Commission and CSDVRS, LLC, by their authorized representatives, hereby enter into this Consent Decree that resolves and terminates the Enforcement Bureau investigations into CSDVRS, LLC's compliance with Section 225 of the Communications Act of 1934, as amended,³ and Sections 64.604 and 64.605 of the Commission's rules concerning the provision of Telecommunications Relay Services and compensation from the TRS Fund.⁴

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) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
 - (d) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
 - (e) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 11.
 - (f) "Compliance Reports" mean the reports CSDVRS is required to file with the Commission pursuant to paragraph 13.

¹ The investigation was originally identified as file number EB-11-TC-075.

² The investigation was originally identified as file number EB-11-TC-024.

³ 47 U.S.C. § 225.

⁴ 47 C.F.R. §§ 64.604, 64.605.

- (g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which CSDVRS is subject by virtue of its business activities conducted pursuant to its certification as a VRS provider eligible to receive reimbursements from the TRS Fund.
- (h) “Covered Personnel” means all employees, independent contractors, and agents of CSDVRS who perform, supervise, oversee, or manage duties that relate to the Company’s responsibilities under, and compliance with, Section 225 of the Act and the TRS Rules.
- (i) “CSDVRS”, “ZVRS”, or “Company” means CSDVRS, LLC, and its predecessors-in-interest and successors-in-interest.
- (j) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (k) “FCC Compliance Assessments” means a review conducted by CSDVRS to ensure that any Product offered to TRS users that generates minutes for which reimbursement will be sought from the TRS Fund complies with the Communications Laws.
- (l) “Investigations” means the inquiries undertaken by the Enforcement Bureau regarding the Company’s compliance with Section 225 of the Act, 47 U.S.C. § 225, and the TRS Rules, in File No.: EB-TCD-12-0000229 (formerly EB-11-TCD-075) and File No.: EB-TC-12-00000346 (formerly EB-11-TC-024).
- (m) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by CSDVRS to implement the Compliance Plan.
- (n) “Parties” means CSDVRS and the Bureau, each of which is a “Party.”
- (o) “Products” means products, services, equipment, and software offered by CSDVRS to TRS users.
- (p) “Refund Payment” means the payment to be made by CSDVRS to the TRS Fund and pursuant to this Consent Decree and described at paragraph 16.
- (q) “Reimbursement Dates” means the dates on which CSDVRS received reimbursement from the TRS Fund for minutes handled.
- (r) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (s) “TRS” means Telecommunications Relay Services, 47 C.F.R. § 64.601(a)(21).
- (t) “TRS Fund” or “Fund” means the Telecommunications Relay Services Fund, 47 C.F.R. § 64.604(c)(5)(iii).
- (u) “TRS Fund administrator” or “Administrator” means the entity selected by the Commission to administer the TRS Fund, 47 C.F.R. § 64.604(c)(5)(iii).
- (v) “TRS Rules” means the regulations set forth at Section 64.601 through Section 64.613 of the Rules, 47 C.F.R. §§ 64.601 *et. seq.* and Commission orders

implementing and interpreting 47 U.S.C. § 225 of the Act, and any other Commission rules and orders applicable to TRS providers.

- (w) “Voluntary Contribution” means the payment made by CSDVRS to the United States Treasury pursuant to this Consent Decree and described at paragraph 15.
- (x) “VRS” means video relay service, 47 C.F.R. § 64.601(a)(27).
- (y) “Work Number” means a ten-digit telephone number assigned to Covered Personnel in their capacity of working for or on behalf of the Company.

II. BACKGROUND

2. Section 225 of the Act requires the Commission to ensure that TRS is “available, to the extent possible and in the most efficient manner” to persons with hearing or speech disabilities in the United States.⁵ TRS provides “functionally equivalent” telephone service for persons with hearing or speech disabilities,⁶ but the cost of the services is recovered from the TRS Fund rather than from users of the service.⁷ The TRS Rules established the mandatory minimum standards for compensable services⁸ and safeguards aimed at preventing reimbursement for minutes not handled in accordance with the TRS Rules.⁹

3. Video Relay Service (VRS) is a form of Internet-based TRS. VRS providers must be certified by the Commission to offer VRS to the public and receive compensation from the TRS Fund.¹⁰ Non-compensable call minutes include any minutes that were not handled in compliance with the Commission’s rules and orders.

4. To ensure that proper payments are made from the TRS Fund, TRS providers seeking compensation from the Fund are required to submit true and adequate data to the TRS Fund administrator about the calls for which they seek compensation.¹¹ Effective February 15, 2011, VRS providers are also required to file a certification of compliance with all requests for reimbursement submitted to the

⁵ 47 U.S.C. § 225(b)(1); *see* Americans with Disabilities Act of 1990, Pub. L. No. 101-336, § 401, 104 Stat. 327, 336-69 (1990).

⁶ 47 U.S.C. § 225(a)(3). Relay services offered by providers shall be capable of handling any type of call normally provided by telecommunications carriers unless the Commission determines that it is technologically infeasible to do so. Providers have the burden of proving technical infeasibility. 47 U.S.C. § 64.604(a)(3)(ii).

⁷ *See* 47 U.S.C. § 225(d)(1)(D) (regulations “require that users of [TRS] pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from point of origination to point of termination”); 47 C.F.R. § 64.604(c)(4).

⁸ *See* 47 C.F.R. § 64.604. The mandatory minimum standards include provisions related to operational standards, technical standards, and functional standards.

⁹ *See, e.g., Structure and Practices of the Video Relay Service Program*, Report and Order and Notice of Proposed Rulemaking, 26 FCC Rcd 5545 (2011).

¹⁰ 47 C.F.R. § 64.604(c)(5)(iii)(N)(1)(ii) (requiring that effective June 1, only certified entities could offer VRS to the public and receive compensation from the TRS Fund).

¹¹ 47 C.F.R. § 64.604(c)(5)(iii)(D)(1).

Administrator.¹² This certification stipulates that the minutes being submitted for reimbursement were handled in compliance with the Commission's rules and orders.

5. On March 11, 2011, the Bureau's Telecommunications Consumers Division (TCD) issued a letter of inquiry (LOI) to CSDVRS seeking information on whether the Company was providing VRS in a manner that complied with the Commission's rules and orders.¹³ CSDVRS responded to the LOI on April 11, 2011, by providing information on the Company's internal operations, its various VRS offerings, and the processes CSDVRS implemented to comply with the Commission's numbering orders and E911 requirements.¹⁴ On September 21, 2011, TCD initiated a second investigation into CSDVRS's practices by issuing the Company a subpoena requiring the production of call detail records for VRS calls handled after May 31, 2011 which were routed through an External Uniform Resource Locator address and submitted to the TRS Fund administrator for reimbursement, in order to determine CSDVRS's compliance with the Commission's rule on the routing of VRS calls.¹⁵ The Company produced the required records on September 29, 2011.¹⁶ The Bureau and CSDVRS subsequently executed a tolling agreement to toll the statute of limitations associated with the second investigation.¹⁷

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.

7. **Jurisdiction.** CSDVRS 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 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

¹² 47 C.F.R. § 64.604(c)(5)(iii)(I) (requiring that a senior executive of a provider submitting minutes to the Fund for compensation certify, under penalty of perjury, that the minutes were handled in compliance with Section 225 of the Act and the Commission's rules and orders).

¹³ See Letter from Richard A. Hindman, Chief, TCD, FCC Enforcement Bureau, to Sean Belanger, CEO, CSDVRS, LLC (March 11, 2011) (on file in EB-TCD-12-00000346).

¹⁴ See Letter from William Cobb, Vice President-Marketing, CSDVRS, LLC to Richard A. Hindman, Chief, TCD, FCC Enforcement Bureau (April 11, 2011) (on file in EB-TCD-12-00000346).

¹⁵ See Letter from Richard A. Hindman, Chief, TCD, FCC Enforcement Bureau, to Jeff Rosen, General Counsel, CSDVRS, LLC, Attach. Subpoena (Sept. 23, 2011) (on file in EB-TCD-12-00000229).

¹⁶ See Letter from Jeff Rosen, General Counsel CSDVRS, LLC, to Richard A. Hindman, Chief, TCD, FCC Enforcement Bureau (Sept. 29, 2011) (on file in EB-TCD-12-00000229).

¹⁷ See, Agreement, EB-TCD-12-00000229, executed by and between Richard A. Hindman, Chief, TCD, FCC Enforcement Bureau, and Jeff Rosen, General Counsel, CSDVRS, LLC on August 3, 2012.

terminate the Investigations. In consideration for the termination of the Investigations, CSDVRS 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 these Investigations 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 CSDVRS 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 these Investigations 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 CSDVRS with respect to CSDVRS's basic qualifications, including its character qualifications, to be a Commission licensee or certified VRS provider, or to hold Commission certifications, licenses, or authorizations. The Bureau represents that, except for the Investigations, it has no other enforcement investigation or inquiry currently underway against CSDVRS that involves the same factual allegations underlying the Investigations.

10. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, CSDVRS 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 Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that CSDVRS 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/her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the TRS Rules prior to assuming his/her duties. CSDVRS's Corporate and Regulatory Compliance Committee, comprised of CSDVRS senior management, will provide oversight for the Compliance Officer and the Compliance Plan.

11. **Compliance Plan.** For purposes of settling the matters set forth herein, CSDVRS agrees that it shall within sixty (60) calendar days after the Effective Date, develop, implement, and maintain a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the TRS Rules, CSDVRS shall implement the following:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, CSDVRS shall establish and maintain Operating Procedures that the Compliance Officer and all Covered Personnel must follow to help ensure CSDVRS's compliance with the TRS Rules. CSDVRS's Operating Procedures shall, at a minimum, include internal procedures and policies specifically designed to ensure that CSDVRS operations are in compliance Section 225 of the Act and the TRS Rules applicable to any form of TRS offered or provided by CSDVRS. In addition, the Operating Procedures must include procedures for conducting annual compliance training and documenting Covered Personnel participation in compliance training, procedures for conducting and maintaining documentation of FCC Compliance Assessments for all new Products, and procedures for reviewing requests for reimbursements from the TRS Fund prior to submissions to the TRS Fund administrator.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and maintain a Compliance Manual and distribute the Compliance Manual to all Covered Personnel. For any person who becomes Covered Personnel after the Effective Date, CSDVRS shall distribute the Compliance Manual to that person within thirty (30) calendar days after the date such person becomes Covered Personnel. The Compliance Manual shall explain the TRS Rules related to any form of TRS offered by CSDVRS and the Operating

Procedures, and shall include information on how Covered Personnel may report waste, fraud, or abuse through the general hotline number and website address for the FCC's Office of the Inspector General. CSDVRS shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. CSDVRS shall distribute any revisions to the Compliance Manual to all Covered Personnel within thirty (30) calendar days of any revisions having been made.

- (c) **Compliance Training Program.** Within sixty (60) calendar days of the Effective Date, CSDVRS shall establish, implement, and maintain a Compliance Training Program to ensure compliance with the TRS Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Personnel shall be advised of CSDVRS's obligation to report any noncompliance with the TRS Rules under paragraph 12 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Personnel shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date, except that any person who becomes Covered Personnel at any time after the Effective Date shall be trained within thirty (30) calendar days after the date such person becomes Covered Personnel. CSDVRS 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.
- (d) **Additional Compliance Measures.** Within sixty (60) calendar days after the Effective Date, the Company shall have assigned all Covered Personnel a Work Number, and shall have instructed all Covered Personnel in writing that they must use the Work Number whenever they access or use VRS for a business purpose, whether or not at the workplace. The Company shall segregate and keep the call detail records for all Work Numbers to ensure that calls made by Covered Personnel in connection with business activities are identifiable as such and are not submitted to the TRS Fund administrator for compensation from the TRS Fund. In addition, within sixty (60) calendar days after the Effective Date, CSDVRS shall:
- (i) revise the Company's website to advise VRS users about how to make emergency calls using any Product offered by the Company for which it seeks compensation from the TRS Fund;
 - (ii) establish and maintain procedures for modifying or adding emergency calling advisories to all Product literature provided to the public;
 - (iii) develop and maintain a record of when Product literature was modified and used; and
 - (iv) establish and maintain procedures for documenting and retaining FCC Compliance Assessments on new Products.

12. **Reporting Noncompliance.** CSDVRS shall report any noncompliance with the TRS Rules 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 noncompliance; (ii) the steps that CSDVRS 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 CSDVRS has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, Room 3-C366, 445 12th Street, S.W. Washington, D.C. 20554, with a copy submitted electronically to Sharon Lee at Sharon.Lee@fcc.gov and to fcebackaccess@fcc.gov.

13. **Compliance Reports.** CSDVRS 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 CSDVRS's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the TRS Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of CSDVRS, stating that the Compliance Officer has personal knowledge that CSDVRS: (i) has established, implemented, and is maintaining 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 12 herein.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must be in the form set forth in Section 1.16 of the Rules¹⁸ and be subscribed to as true under penalty of perjury in substantially the form set forth therein.
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of CSDVRS, 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 CSDVRS 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 CSDVRS has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554, with a copy submitted electronically to Sharon Lee at Sharon.Lee@fcc.gov and to fcecbaccess@fcc.gov.

14. **Termination Date.** Unless stated otherwise, the obligations set forth in paragraphs 10 through 13 of this Consent Decree shall expire twenty-four (24) months after the Effective Date.

15. **Voluntary Contribution.** CSDVRS agrees that it will make a Voluntary Contribution to the United States Treasury in the amount of nine hundred thousand dollars (\$900,000) within thirty (30) calendar days after the Effective Date. CSDVRS acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).¹⁹ Accordingly, and without further notice, demand, or presentment, upon an event of default by nonpayment of the contribution amount (as described below in paragraph 17), all procedures for collection permitted by the Debt Collection Improvement Act of 1996²⁰ and other provisions of law²¹

¹⁸ 47 C.F.R. § 1.16.

¹⁹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

²⁰ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (1996) (DCIA), codified in part at 31 U.S.C. §§ 3711, 3716, 3717, 3720B.

²¹ See 31 C.F.R. Part 900, *et seq.*; 47 C.F.R. § 1.1901, *et seq.*

may, at the Commission's discretion, be initiated. CSDVRS shall also send electronic notification of payment to Sharon Lee at Sharon.Lee@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.²² 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.

16. **Reimbursement to the TRS Fund.** CSDVRS agrees that it shall make a Refund Payment to the TRS Fund within thirty (30) calendar days after the Effective Date totaling \$483,070.32, which includes accrued interest calculated from the Reimbursement Date. CSDVRS acknowledges and agrees that upon execution of this Consent Decree, the amount of the Refund Payment is a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).

17. **Interest and Charges for Collection.** Upon an event of default under this Consent Decree, automatically and without further notice, the then entire unpaid amount of the Voluntary Contribution and Refund Payment shall accrue interest at a rate of 15.75% per annum from the date of the event of default until payment in full. An event of default on either payment of the Voluntary Contribution or the Refund Payment will result in a cross default on both amounts. Upon an event of default, the then unpaid amount of the Voluntary Contribution and Refund Payment, together with interest, as aforesaid, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charge(s), plus the costs of collection, litigation, and attorneys' fees, is accelerated and shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by CSDVRS.

18. **Waivers.** CSDVRS 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. CSDVRS 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

²² An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

judicial action to enforce the terms of the Adopting Order, neither CSDVRS nor the Commission shall contest the validity of the Consent Decree or of the Adopting Order, and CSDVRS shall waive any statutory right to a trial *de novo*. CSDVRS 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.

19. **Invalidity.** The Parties agree that if a court of competent jurisdiction renders any of the provisions of the Adopting Order or the Consent Decree invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Adopting Order or Consent Decree, but rather the entire Adopting Order or Consent Decree shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly. 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 CSDVRS does not expressly consent) that provision will be superseded by such Rule or Commission order.

21. **Successors and Assigns.** CSDVRS 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 Investigations. The Parties further agree that this Consent Decree does not constitute an admission or denial of liability, an adjudication on the merits, or a factual or legal finding or determination regarding any compliance or noncompliance with the Communications Laws.

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.** The individual signing this Consent Decree on behalf of CSDVRS represents and warrants that he is authorized by CSDVRS to execute this Consent Decree and to bind CSDVRS to the obligations, including all payment 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.

26. **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

Sean Belanger
Chief Executive Officer
CSDVRS, LLC

Date