

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

In the Matter of)	File No.: EB-TCD-12-00000396 ¹
)	
Silv Communication Inc.)	Acct. No.: 20132170002
)	
)	FRN: 0006087761
)	

ORDER

Adopted: July 31, 2013

Released: July 31, 2013

By the Acting Chief, Enforcement Bureau:

In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) and Silv Communication Inc. (Silv or Company). The Consent Decree terminates the investigation initiated by the Bureau regarding Silv's compliance with Sections 201(b) and 258 of the Communications Act of 1934, as amended,² and Section 64.1120 of the Commission's rules.³

The Bureau and Silv 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.

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.

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

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

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

¹ This case was formerly assigned the File No. EB-09-TC-443. In January 2011, the Telecommunications Consumers Division assigned a new case number.

² 47 U.S.C §§ 201(b), 258.

³ 47 C.F.R. § 64.1120.

⁴ 47 U.S.C. §§ 154(i), 154(j), 503(b).

⁵ 47 C.F.R. §§ 0.111, 0.311.

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 Douglas G. Bonner, Drinker Biddle & Reath, 1500 K Street, NW, Washington, DC 20005-1209.

FEDERAL COMMUNICATIONS COMMISSION

Robert H. Ratcliffe
Acting Chief, Enforcement Bureau

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

In the Matter of)	
)	File No.: EB-TCD-12-00000396 ⁶
Silv Communication Inc.)	NAL/Account No.: 201032170002
)	
)	FRN: 0006087761

CONSENT DECREE

The Enforcement Bureau of the Federal Communications Commission, and Silv Communication Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau's investigation into potential violations by Silv Communication Inc. of Sections 201(b) and 258 of the Communications Act of 1934, as amended,⁷ and Section 64.1120 of the Commission's rules.⁸

I. DEFINITIONS

1. For the purposes of this Consent Decree, the following definitions shall apply:
 - a) "Act" or "Communications 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) "Affiliate" shall have the same meaning defined in Section 153(2) of the Communications Act, 47 U.S.C. § 153(2).
 - 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 Silv is subject by virtue of its business activities, including but not limited to Section 258 of the Act and Sections 64.1100-64.1195 of the Commission's Rules.

⁶ This case was formerly assigned the file number EB-09-TC-443. In January 2012, the Telecommunications Consumers Division assigned the case a new number

⁷ 47 U.S.C. §§ 201(b), 258.

⁸ 47 C.F.R. § 64.1120.

- g) “Compliance Plan” means the compliance obligations, programs, and procedures described in this Consent Decree at paragraph 9.
- h) “Consumer Complaint” means any complaint or inquiry Silv receives from a consumer, a billing aggregator, a local exchange carrier, the Better Business Bureau, or a federal or state regulatory agency alleging that Silv has changed the consumer’s preferred carrier without authorization, a practice commonly known as “slamming,” or that the consumer was misled about the nature of Silv’s services or identity during the marketing of such services.
- i) “Covered Employees” means all employees and agents of Silv who perform, or supervise, oversee, or manage the performance of, duties that relate to Silv’s responsibilities under the Slamming Rules and this Consent Decree, and includes Customer Service Representatives, Sales Representatives, and Verifiers.
- j) “Customer Service Representative” means an individual or entity whom Silv engages, as an employee, independent contractor, or otherwise, to address and resolve Consumer Complaints.
- k) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- l) “Investigation” means the investigation commenced by the Bureau’s letter of inquiry, dated September 25, 2009,⁹ regarding Silv’s possible noncompliance with Sections 201 and 258 of the Act and Section 64.1120 of the Commission’s rules.
- m) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Silv to implement the Compliance Plan.
- n) “Parties” means Silv and the Bureau, each of which is a “Party.”
- o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- p) “Sales Representative” means each individual or entity whom Silv engages, as an employee, independent contractor, or otherwise, to sell, or attempt to sell, its services.
- q) “Silv” or “Company” means Silv Communication Inc., its Affiliates, and its predecessors-in-interest and successors-in-interest.
- r) “Slamming Rules” means the Rules set forth at 47 C.F.R. § 64.1120 *et seq.*
- s) “Verifier” means each individual or entity whom Silv engages, as an employee, independent contractor, or otherwise, to verify, or attempt to verify, that any buyer or potential buyer of a Silv service has, in fact, authorized the purchase of such service.

⁹ Letter from Kimberly A. Wild, Assistant Division Chief, Telecommunications Consumers Division, FCC Enforcement Bureau, to Maria Zepeda, Vice President, Silv Communication Inc. (Sept. 25, 2009) (on file in EB-TCD-12-00000396) (LOI).

- t) “Voluntary Contribution” means the payment made by Silv to the United States Treasury pursuant to this agreement and described at paragraph 14 of this consent decree.

II. BACKGROUND

2. Section 258 of the Act prohibits the practice of “slamming,” the submission or execution of an unauthorized change in a subscriber’s selection of a provider of telephone exchange service or telephone toll service.¹⁰ Under Section 258 of the Act, it is unlawful for any telecommunications carrier to “submit or execute a change in a subscriber’s selection of a provider of telephone exchange service or telephone toll service except in accordance with such verification procedures as the Commission shall prescribe.”¹¹ In December 1998, the Commission adopted rules to implement section 258 of the Act.¹²

3. Silv is an interexchange carrier, based in Los Angeles, California. After reviewing numerous informal complaints filed with the Commission alleging that Silv submitted preferred carrier changes on behalf of consumers without authorization, the Bureau sent a LOI to Silv on September 25, 2009.¹³ The LOI directed Silv to provide information regarding its telemarketing and third party verification practices, as well as copies of any complaints Silv received from January 1, 2008, to the date of the LOI alleging that the preferred carrier for a consumer’s local, intraLATA toll, or long distance services were changed without the consumer’s permission. Silv responded to the Bureau’s LOI on October 22, 2009.¹⁴ To clarify the record further, the Bureau issued a Second LOI to Silv on November 20, 2009.¹⁵ Silv responded to the Second LOI on December 4, 2009,¹⁶ and supplemented its response on December 11, 2009.¹⁷ On May 12, 2010, the Commission released a Notice of Apparent Liability for Forfeiture against Silv, finding that the Company apparently violated Sections 201(b) and 258 of the Act and Section 64.1120 of the Commission’s Rules, and proposing a monetary forfeiture of \$1,480,000.¹⁸ On July 19, 2010, Silv filed a response to the *Silv NAL*.

¹⁰ 47 U.S.C. § 258(a).

¹¹ *Id.*

¹² *See* 47 C.F.R. § 64.1120.

¹³ *See supra*, note 4.

¹⁴ Letter from Andrew O. Isar, Regulatory Consultant to Silv Communication Inc., to Kimberly A. Wild and Mika Savir (Oct. 22, 2009) (on file in EB-TCD-12-00000396) (LOI Response).

¹⁵ Letter from Kimberly A. Wild, Assistant Division Chief, Telecommunications Consumers Division, FCC Enforcement Bureau, to Maria Zepeda, Vice President, Silv Communication Inc. (Nov. 20, 2009) (on file in EB-TCD-12-00000396) (Second LOI).

¹⁶ Letter from Andrew O. Isar, Regulatory Consultant to Silv Communication Inc., to Kimberly A. Wild and Mika Savir (Dec. 4, 2009) (on file in EB-TCD-12-00000396).

¹⁷ Email from Maria Zepeda, Vice President, Silv Communication Inc., to Kimberly A. Wild, Assistant Division Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Dec. 11, 2009, 18:36 EDT) (on file in EB-TCD-12-00000396).

¹⁸ *Silv Communication Inc. Apparent Liability for Forfeiture*, Notice of Apparent Liability for Forfeiture, 25 FCC Rcd 5178 (2010) (*Silv NAL*).

III. TERMS OF AGREEMENT

4. **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.

5. **Jurisdiction.** Silv agrees that the Bureau, acting pursuant to delegated authority, has jurisdiction over it and the matters contained in this Consent Decree, and has the authority to enter into and adopt this Consent Decree.

6. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. Upon 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.

7. **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 its Investigation. In consideration for the termination of the Investigation, Silv agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that absent 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 new proceeding, formal or informal, or to take any action on its own motion against Silv concerning the matters that were the subject of the Investigation or with respect to Silv's basic qualifications, including its character qualifications, to be a Commission licensee or hold Commission authorizations.

8. **Compliance Officer.** Within sixty (60) calendar days after the Effective Date, Silv shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Silv complies with the terms and conditions of the Compliance Plan and this Consent Decree, including verifying that new subscriptions are in fact authorized and implementing quality control improvements in the subscription and customer service process. 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 Slamming Rules prior to assuming his/her duties.

9. **Compliance Plan.** For purposes of settling the matters set forth herein, Silv shall develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws, including Sections 201(b) and 258 of the Act and Sections 64.1100 *et seq.* of the Rules, and with the terms and conditions of this Consent Decree. The Compliance Plan shall include, at a minimum, the following components:

- a) **Operating Procedures on Slamming.** No later than sixty (60) calendar days after the Effective Date, Silv shall establish Operating Procedures that all Covered Employees must follow to help ensure Silv's compliance with this Consent Decree and the Slamming Rules.
- b) **Sales Representatives and Verifiers.** No later than sixty (60) calendar days after the Effective Date:

- i. Scripts. Silv shall have prepared a script for each Sales Representative and Verifier to use when carrying out his or her duties as a Sales Representative or Verifier. The script shall require each Sales Representative and Verifier to clearly and promptly state to each buyer or potential buyer of Silv's services upon initiation of the call that the Sales Representative is not affiliated with the buyer or potential buyer's long distance, international, or other toll carrier. Further, the script shall also require each Sales Representative and Verifier to clearly and promptly state at the outset of the call that the purpose of the Sales Representative's call is to inquire whether the buyer or potential buyer wishes to change his or her long distance, international, or other toll service from his or her current preferred carrier to Silv. The script shall require each Verifier to clearly and promptly state at the beginning of the verification process that the purpose of the call is to confirm the call recipient's intent to change preferred carriers for his or her long distance, international, or other toll service, and to obtain the call recipient's approval to effectuate such change.
- ii. Monitoring. Silv shall monitor, on a monthly basis, from both on-site and remote locations, no less than 70 percent of real-time sales and verification calls to ensure that Sales Representatives and Verifiers are carrying out their responsibilities as required by the Communications Laws and this Consent Decree.
- iii. Training Materials/Sales Compliance Manual. Silv shall have developed and distributed a Sales Compliance Manual to each Sales Representative and Verifier. The Sales Compliance Manual shall set forth and explain the requirements of Slamming Rules and set forth the Operating Procedures that Sales Representatives and Verifiers shall follow to help ensure Silv's compliance with the Slamming Rules. The Sales Compliance Manual shall prohibit each Sales Representative and each Verifier: from engaging in any activity that violates the Communications Laws, including the Slamming Rules; from making any misrepresentation about a Sales Representative's or Verifier's identity or purpose in calling; and from making any other deceptive, false, or misleading statements, including but not limited to any such statement in connection with Silv's identity, services, rates, surcharges, terms of service, and conditions of service. The Sales Compliance Manual shall also set forth the scripts described in paragraph 9(b)(i). Silv shall periodically review and revise the Sales Compliance Manual to ensure that the information set forth therein remains current and complete. Silv shall distribute any revisions to the Sales Compliance Manual promptly to all Sales Representatives and Verifiers.
- iv. Sales Compliance Training Program. Silv shall have trained each Sales Representative and each Verifier in accordance with the Sales Compliance Manual described in paragraph 9(b)(iii). Starting on the Effective Date, Silv shall not allow any Sales Representative or Verifier to interact with any buyer or potential buyer of Silv's service until Silv has trained the Sales Representative or Verifier, and provided a copy of the Sales Compliance Manual to such Sales Representative or Verifier. As part of the Sales Compliance Training Program, Silv shall advise each Sales Representative and Verifier of Silv's responsibility to report any noncompliance with the Slamming Rules under paragraph 10 of this Consent Decree and shall

instruct each Sales Representative and Verifier on how to disclose noncompliance to the Compliance Officer. Silv shall conduct the Sales Compliance Training Program at least annually and shall periodically review and revise Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

c) **Customer Service Representatives**. No later than sixty (60) calendar days after the Effective Date:

- i. *General Duty*. Silv shall require, within twenty-four hours of receipt of a Consumer Complaint, a Customer Service Representative shall contact the complainant and assist him or her in re-establishing service with his or her preferred carrier. A Customer Service Representative shall also assist each complainant in obtaining, as promptly as possible, a full credit or refund for all charges (both recurring and non-recurring charges) the complainant incurred in connection with any change to his or her telephone service which was not authorized by the complainant, or where a Sales Representative or Verifier made a deceptive, false, or misleading statement to the complainant.
- ii. *Customer Service Compliance Manual*. Silv shall have developed and distributed a Customer Service Compliance Manual to each Customer Service Representative then engaged by Silv. The Customer Service Compliance Manual shall set forth and explain the requirements of Slamming Laws and set forth the Operating Procedures that Customer Service Representatives shall follow to help ensure Silv's compliance with the Slamming Rules. The Customer Service Compliance Manual shall set forth the requirements of the Commission's rules relating to addressing and resolving Consumer Complaints, and shall prohibit any Customer Service Representative: from engaging in any activity that violates the Communications Laws, including the Slamming Rules; and from making any other deceptive, false, or misleading statement, including any such statement in connection with Silv's services, rates, surcharges, terms of service, and conditions of service. The Customer Service Compliance Manual shall also set forth the general duty described in paragraph 9(c)(i). Silv shall periodically review and revise the Customer Service Compliance Manual to ensure that the information set forth therein remains current and complete. Silv shall distribute any revisions of the Customer Service Compliance Manual promptly to all Customer Service Representatives.
- iii. *Customer Service Compliance Training Program*. Silv shall have trained all existing Customer Service Representatives in accordance with the Customer Service Compliance Manual described in paragraph 9(c)(ii). Starting on the Effective Date, Silv shall not allow any Customer Service Representative to interact with any complainant about Silv's service until Silv has trained the Customer Service Representative and provided a copy of the Customer Service Training Manual to such Customer Service Representative. As part of the Compliance Training Program, Silv shall advise each Customer Service Representative of Silv's responsibility to report any noncompliance with the Slamming Rules under paragraph 10 of this Consent Decree and shall instruct each Customer Service Representative on how to disclose noncompliance to the Compliance Officer. Silv shall conduct the Compliance Training Program at least annually and shall periodically review

and revise Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

- iv. **Record Retention.** Silv shall retain for the term of this Consent Decree and one year thereafter, in an accurate and easy-to-review format, all documents evidencing or relating to all Consumer Complaints, including Silv's responses thereto. Copies of these consumer complaint records must be forwarded electronically to the Bureau within twenty (20) calendar days from the date of complaint and updated monthly until resolved. These consumer complaint records should be submitted electronically to Kimberly.Wild@fcc.gov. Consumer complaint records shall, at a minimum, contain the following: all non-privileged writings, computer records, electronic or email communications, and all written notes regarding such writings, verbal discussions, and electronic mail communications, as well as any relevant recordings made during telephone conversations relating to the Consumer Complaint.
- d) **Billing Statements.** Beginning on the Effective Date, Silv shall cause each telephone bill of a customer that sets forth any charge from Silv to clearly and conspicuously disclose what service the charges are for and that Silv Communication Inc. has assessed such charge, and, on each page of a telephone bill that sets forth any such charge, an accurate and operating toll-free number for customers to call and speak with a Customer Service Representative regarding issues with, or questions about, such charges or services.

10. **Reporting Noncompliance.** Silv shall report any noncompliance with the Act, and the 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 non-compliance; (ii) the steps that Silv has taken or will take to remedy such non-compliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Silv has taken or will take to prevent the recurrence of any such non-compliance. All reports of non-compliance shall be submitted to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Rm. 4C-224, Washington, DC 20554, with a copy submitted electronically to Kimberly.Wild@fcc.gov.

11. **Compliance Reports.** Silv shall submit Compliance Reports to the Bureau three (3), six (6), twelve (12), eighteen (18), twenty-four (24), thirty (30) and thirty-six (36) months after the Effective Date.

- a) Each Compliance Report shall include a detailed description of the Company's efforts to comply with the terms of the Consent Decree.
- b) Each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Silv, stating that the Compliance Officer has personal knowledge that Silv: (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 10 of this Consent Decree.
- c) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with Section 1.16 of

the Commission's rules,¹⁹ and be subscribed to as true under penalty of perjury in substantially the form set forth therein.

- d) The Compliance Report shall also include a detailed description of any new or additional telecommunications companies owned, in whole or in part, by any of the present or past owners, shareholders, officers, or directors of Silv.
- e) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Silv, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of non-compliance; (ii) the steps Silv has taken or will take to remedy such non-compliance, including the schedule on which the proposed remedial actions will be taken; and (iii) the steps that Silv has taken or will take to prevent the recurrence of any such non-compliance, including the schedule on which such preventive action will be taken.
- f) All Compliance Reports shall be submitted to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Rm. 4C-224, Washington, DC 20554, with copies submitted electronically to Kimberly.Wild@fcc.gov.

12. **Termination Date.** The obligations set forth in paragraphs 9 through 11 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

13. **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 Silv 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 Silv of the Act or the Commission's rules.

14. **Voluntary Contribution.** Silv agrees to make a voluntary contribution to the United States Treasury in the amount of one million dollars (\$1,000,000), such voluntary contribution shall be made in eighteen (18) monthly installments (each an Installment Payment). The first Installment Payment in the amount of sixty-five thousand dollars (\$65,000) shall be made no later than thirty (30) calendar days after the Effective Date. Each subsequent Installment Payment shall be in the amount of fifty-five thousand dollars (\$55,000) and shall be payable on the first day of each month beginning with the second month following the Effective Date. The eighteenth and last Installment Payment shall be made no later than eighteen (18) months after the Effective Date. Silv acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution and each Installment Payment shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).²⁰ Upon an Event of Default by Nonpayment (as described below in paragraph 15), all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. In addition, Silv agrees that it will make the first and all subsequent Installment Payments in United States Dollars without further demand or notice by the dates specified above. Silv shall also send electronic notification of payment on the date each payment is made to Johnny Drake, Telecommunications Consumers Division, Enforcement Bureau, Federal

¹⁹ 47 C.F.R. § 1.16.

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

Communications Commission at Johnny.Drake@fcc.gov. The payments must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL Account Number and FRN referenced in the caption of the Adopting Order. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.²¹ 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 Silv must follow 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.

Contact the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov, with any questions about methods of payment.

15. **Event of Default by Nonpayment.** Silv agrees that an Event of Default by Nonpayment shall occur upon the failure by Silv to pay the full amount of any Installment Payment on or before the due date specified in this Consent Decree.

16. **Interest, Charges for Collection, and Acceleration of Maturity Date.** Upon an Event of Default by Nonpayment under this Consent Decree, automatically and without further notice, the then entire unpaid amount of the Voluntary Contribution shall accrue interest at a rate of 15.75% per annum from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Voluntary Contribution, 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 Silv.

17. **Waivers.** Silv 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. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the

²¹ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

terms of the Adopting Order or Consent Decree, neither Silv nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Silv shall waive any statutory right to a trial de novo. Silv hereby agrees to waive any claims it may otherwise 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. **Severability.** The Parties agree that if any of the provisions of the Adopting Order or the Consent Decree shall be 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.

19. **Subsequent Rule or Order.** The Parties agree that if any provision of this 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 Silv does not expressly consent), such provision will be superseded by such Rule or Commission order.

20. **Successors and Assigns.** Silv 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 to the Investigation. The Parties further agree that this Consent Decree does not constitute either an 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 or amended 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 Silv represents and warrants that he is authorized by Silv to execute this Consent Decree and to bind Silv to the obligations set forth herein. The FCC signatory represents that he is signing this Consent Decree in his official capacity and that he 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.

For: Federal Communications Commission

Robert H. Ratcliffe
Acting Chief
Enforcement Bureau

Date

For: Silv Communication Inc.

Golam Ahia
President

Date