

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

In the Matter of)	File No.: EB-SED-13-00009239 ¹
)	
Cordova Wireless Communications, LLC)	Acct. No.: 201332100013
)	
)	FRN: 0004333589
)	

ORDER

Adopted: September 13, 2013

Released: September 13, 2013

By the Acting 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 Cordova Wireless Communications, LLC (Cordova). The Consent Decree resolves and terminates the Bureau's investigation into Cordova's possible violations of Sections 20.19(c)(3) and 20.19(d)(3) of the Commission's rules² (Rules) pertaining to the deployment of digital wireless hearing aid-compatible handset models.

2. The Bureau and Cordova have negotiated the Consent Decree that resolves this matter. A copy of the Consent Decree 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 material questions of fact as to whether Cordova 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), 4(j), and 503(b) of the Communications Act of 1934, as amended,³ and Sections 0.111 and 0.311 of the Rules,⁴ the Consent Decree attached to this Order **IS ADOPTED**.

¹ The investigation initiated under File No. EB-11-SE-048 was subsequently assigned File No. EB-SED-13-00009239.

² 47 C.F.R. § 20.19(c)(3), (d)(3).

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

⁴ 47 C.F.R. §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS 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 Paul Kelly, General Manager and Chief Executive Officer, Cordova Wireless Communications, LLC, P.O. Box 438, 621 2nd Street, Cordova, AK 99574, and to Michael Bennet, Esq., Bennet & Bennet, PLLC, Counsel for Cordova Wireless Communications, LLC, 6124 MacArthur Boulevard, Bethesda, MD 20816.

FEDERAL COMMUNICATIONS COMMISSION

Robert H. Ratcliffe
Acting Chief, Enforcement Bureau

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Cordova Wireless Communications, LLC)	Acct. No.: 201332100013
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CONSENT DECREE

The Enforcement Bureau of the Federal Communications Commission and Cordova Wireless Communications, LLC (formerly, Cordova Wireless Communications, Inc.),² by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into possible violations of Sections 20.19(c)(3) and 20.19(d)(3) of the Commission's rules³ pertaining to the deployment of digital wireless hearing aid-compatible handsets.

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) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Cordova is subject by virtue of its business activities, including but not limited to, the Hearing Aid Compatibility Rules.

¹ The investigation initiated under File No. EB-11-SE-048 was subsequently assigned File No. EB-SED-13-00009239. Any future correspondence with the FCC concerning this matter should reflect the new case number.

² This investigation was initiated against Cordova Wireless Communications, Inc. Effective February 13, 2013, Cordova Wireless Communications, Inc. became a limited liability company under the name Cordova Wireless Communications, LLC. See ULS File No. 0005817142, filed by Cordova Wireless Communications, Inc. (Assignor) and Cordova Wireless Communications, LLC (Assignee) (filed June 12, 2013) (providing notification of the consummation of the *pro forma* assignment of the licenses held by Cordova Wireless Communications, Inc. to Cordova Wireless Communications, LLC, effective February 13, 2013).

³ 47 C.F.R. § 20.19(c)(3), (d)(3).

- (f) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 9.
- (g) “Cordova” means Cordova Wireless Communications, LLC and its predecessors-in-interest and successors-in-interest.
- (h) “Covered Employees” means all employees and agents of Cordova who perform, or supervise, oversee, or manage the performance of, duties that relate to Cordova’s responsibilities under the Hearing Aid Compatibility Rules.
- (i) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (j) “Hearing Aid Compatibility Rules” means Section 20.19 of the Rules and other Communications Laws governing digital wireless hearing aid compatibility, such as the Rules governing the design, selection, or acquisition of wireless handsets and the marketing or distribution of such handsets to consumers in the United States.
- (k) “Investigation” means the investigation commenced by the Bureau’s October 6, 2011 letter of inquiry⁴ regarding Cordova’s compliance with the Hearing Aid Compatibility Rules.
- (l) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Cordova to implement the Compliance Plan.
- (m) “Parties” means Cordova and the Bureau, each of which is a “Party.”
- (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

2. In the 2003 *Hearing Aid Compatibility Order*, the Commission adopted several measures to enhance the ability of consumers with hearing loss to access digital wireless telecommunications.⁵ The Commission established technical standards for radio frequency interference (the M rating) and inductive coupling (the T rating)⁶ that digital wireless handsets must meet to be considered compatible with hearing

⁴ See Letter from John D. Poutasse, Acting Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Michael Bennet, Esq., Bennet & Bennet, PLLC, Counsel for Cordova Wireless Communications, Inc. (Oct. 6, 2011) (on file in EB-SED-13-00009239).

⁵ The Commission adopted these requirements for digital wireless telephones under the authority of the Hearing Aid Compatibility Act of 1988, Pub. L. No. 100-394, 102 Stat. 976 (codified at 47 U.S.C. §§ 609 note, 610, 610 note). See *Section 68.4(a) of the Commission’s Rules Governing Hearing Aid-Compatible Telephones*, Report and Order, 18 FCC Rcd 16753, 16787, para. 89 (2003); Erratum, 18 FCC Rcd 18047 (2003) (*Hearing Aid Compatibility Order*); Order on Reconsideration and Further Notice of Proposed Rulemaking, 20 FCC Rcd 11221 (2005).

⁶ As subsequently amended, Section 20.19(b)(1) of the Rules provides that, for the period beginning June 6, 2008, and ending December 31, 2009, a newly certified wireless handset is deemed hearing aid-compatible for radio frequency interference if, at minimum, it meets the M3 rating associated with the technical standard set forth in either the standard document “American National Standard Methods of Measurement of Compatibility between Wireless Communication Devices and Hearing Aids,” ANSI C63.19-2006 (June 12, 2006) or ANSI C63.19-2007 (June 8, 2007). Beginning January 1, 2010, a newly certified handset must meet at least an M3 rating under ANSI C63.19-2007 to be considered hearing aid-compatible for radio frequency interference. 47 C.F.R. § 20.19(b)(1). Section 20.19(b)(2) provides that, for the period beginning June 6, 2008, and ending December 31, 2009, a newly

aids operating in acoustic coupling and inductive coupling (telecoil) modes, respectively. For each of these standards, the Commission further established deadlines by which manufacturers and service providers must offer specified numbers or percentages of digital wireless handsets per air interface⁷ that are compliant with the relevant standard.⁸ In February 2008, as part of a comprehensive reconsideration of the effectiveness of the Hearing Aid Compatibility Rules, the Commission released an order that, among other things, adopted new hearing aid-compatible handset deployment benchmarks that became effective beginning in 2008.⁹

3. On January 12, 2011, Cordova submitted its annual hearing aid compatibility status report for the January 1, 2010 to December 31, 2010 reporting period.¹⁰ Based on its review of that report, the Wireless Telecommunications Bureau subsequently referred Cordova's apparent hearing aid-compatible handset deployment violations to the Bureau for investigation and possible enforcement action. On October 6, 2011, the Bureau's Spectrum Enforcement Division (Division) issued the letter of inquiry (LOI) to Cordova,¹¹ directing the company to submit a sworn written response to a series of questions related to Cordova's compliance with the hearing aid-compatible handset deployment requirements set forth in Section 20.19 of the Rules. Cordova responded to the LOI on November 7, 2011.¹² In its LOI Response, Cordova states that it ascertained the hearing aid compatibility rating of the handset models it offers from the handset's packaging and from the secondary market vendor that supplies Cordova's handsets.¹³ According to Cordova, since its receipt of the LOI, the company has modified its procedures for monitoring and reporting Cordova's compliance with the hearing aid-compatible handset deployment requirements, and is working with counsel to help ensure future compliance with such requirements.¹⁴ Cordova also provided detailed documentation relating to its

certified wireless handset is deemed hearing aid-compatible for inductive coupling if, at minimum, it meets the T3 rating associated with the technical standard as set forth in ANSI C63.19-2006 or ANSI C63.19-2007, and beginning January 1, 2010, it is deemed hearing aid-compatible for inductive coupling if it meets at least a T3 rating under ANSI C63.19-2007. *Id.* § 20.19(b)(2). Grants of certification issued before June 6, 2008, under previous versions of ANSI C63.19 remain valid for hearing aid compatibility purposes. A recently adopted further amendment to Section 20.19(b) of the Rules will permit manufacturers to test handsets for hearing aid compatibility using the 2011 version of the ANSI standard, ANSI C63.19-2011, as an alternative to ANSI C63.19-2007. *See Amendment of the Commission's Rules Governing Hearing Aid-Compatible Mobile Handsets*, Third Report and Order, 27 FCC Rcd 3732 (WTB/OET 2012).

⁷ The term "air interface" refers to the technical protocol that ensures compatibility between mobile radio service equipment, such as handsets, and the service provider's base stations. Currently, the leading air interfaces include Code Division Multiple Access (CDMA), Global System for Mobile Communications (GSM), Integrated Digital Enhanced Network (iDEN), and Wideband Code Division Multiple Access (WCDMA) a/k/a Universal Mobile Telecommunications System (UMTS).

⁸ *See Hearing Aid Compatibility Order*, 18 FCC Rcd at 16780, para. 65; 47 C.F.R. § 20.19(c), (d).

⁹ *See Amendment of the Commission's Rules Governing Hearing Aid-Compatible Mobile Handsets*, First Report and Order, 23 FCC Rcd 3406 (2008); Order on Reconsideration and Erratum, 23 FCC Rcd 7249 (2008).

¹⁰ Cordova Wireless Communications, Inc. Hearing Aid Compatibility Status Report (filed Jan. 12, 2011), available at http://wireless.fcc.gov/hac_documents/110210/5938035_163.PDF.

¹¹ *See supra* note 4.

¹² Letter from Michael R. Bennet, Esq., Bennet & Bennet, PLLC, Counsel for Cordova Wireless Communications, Inc., to John D. Poutasse, Acting Chief, and Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (Nov. 7, 2011) (on file in EB-SED-13-00009239) (LOI Response).

¹³ *Id.* at 4.

¹⁴ *Id.* at 4-5.

financial status.¹⁵ The Bureau and Cordova entered into tolling agreements to toll the statute of limitations,¹⁶ and negotiated the terms of this Consent Decree.¹⁷

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.** Cordova 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.

6. **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.

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 the Investigation. In consideration for terminating the Investigation, Cordova 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 this 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 Cordova 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 Cordova with respect to Cordova's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

8. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Cordova 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 Cordova complies with the terms and conditions of the Compliance Plan and this

¹⁵ See E-mail from Michael R. Bennet, Esq., Bennet & Bennet, PLLC, Counsel for Cordova Wireless Communications, Inc., to Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (May 31, 2012) (on file in EB-SED-13-00009239).

¹⁶ See, e.g., Tolling Agreement Extension, executed by and between John D. Poutasse, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, and Paul Kelly, Chief Executive Officer, Cordova Wireless Communications, Inc. (Apr. 30, 2013) (on file in EB-SED-13-00009239).

¹⁷ The Bureau analyzed Cordova's possible violations of Sections 20.19(c)(3) and 20.19(d)(3) of the Rules consistent with the base forfeiture calculation methodology set forth in the Commission's recent T-Mobile decision (see *T-Mobile USA, Inc.*, Notice of Apparent Liability for Forfeiture, 27 FCC Rcd 4405 (2012)) and applied the statutory factors set forth in Section 503(b)(2)(E) of the Act, 47 U.S.C. § 503(b)(2)(E). We carefully considered the nature and circumstances of the violation as well as Cordova's ability to pay.

Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his/her duties under this Agreement, the Compliance Officer shall have specific knowledge of the Hearing Aid Compatibility Rules prior to assuming his/her duties.

9. **Compliance Plan.** For purposes of settling the matters set forth herein, Cordova agrees that it shall within sixty (60) calendar days after the Effective Date, develop and implement 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 Hearing Aid Compatibility Rules, Cordova shall implement the following procedures:

- (a) **Operating Procedures on Hearing Aid Compatibility.** Within sixty (60) calendar days after the Effective Date, Cordova shall establish Operating Procedures that all Covered Employees must follow to help ensure Cordova's compliance with the Hearing Aid Compatibility Rules. Cordova's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Cordova offers the requisite number or percentage of hearing aid-compatible digital wireless handset models to consumers as required by the Hearing Aid Compatibility Rules, and accurately reports its handset offerings in its annual hearing aid compatibility status reports. Cordova also shall develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure that the inclusion of a new handset model, or discontinuance of an existing handset model offering, will not result in a violation of the Commission's digital wireless hearing aid-compatible handset deployment requirements. At a minimum, the Compliance Checklist shall require Covered Employees to verify the hearing aid compatibility rating of each existing and proposed handset model offering using the Commission's equipment authorization database.
- (b) **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 Hearing Aid Compatibility Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Cordova's compliance with the Hearing Aid Compatibility Rules. Cordova shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. Cordova shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Cordova shall establish and implement a Compliance Training Program on compliance with the Hearing Aid Compatibility Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Cordova's obligation to report any noncompliance with the Hearing Aid Compatibility Rules under paragraph 10 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. Cordova 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.

10. **Reporting Noncompliance.** Cordova shall report any future noncompliance with the Hearing Aid Compatibility 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 Cordova 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 Cordova has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, Room 3-C366, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Kathy Harvey at Kathy.Harvey@fcc.gov and to Pamela Hairston at Pamela.Hairston@fcc.gov.

11. **Compliance Reports.** Cordova shall file Compliance Reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Cordova's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Hearing Aid Compatibility Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Cordova, stating that the Compliance Officer has personal knowledge that Cordova (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 hereof.
- (b) 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 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 Cordova, 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 Cordova 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 Cordova 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, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Kathy Harvey at Kathy.Harvey@fcc.gov and to Pamela Hairston at Pamela.Hairston@fcc.gov.

12. **Termination Date.** Unless stated otherwise, the obligations set forth in paragraphs 8 through 11 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

¹⁸ 47 C.F.R. § 1.16.

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 Cordova 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 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 Cordova with the Communications Laws.

14. **Voluntary Contribution**. Cordova agrees that it will make a voluntary contribution to the United States Treasury in the amount of thirty five thousand dollars (\$35,000) (Voluntary Contribution), such Voluntary Contribution to be made in three installments (each, an Installment Payment). The first Installment Payment in the amount of eleven thousand six hundred and sixty-seven dollars (\$11,667) is due within thirty (30) calendar days after the Effective Date. The second Installment Payment in the amount of eleven thousand six hundred and sixty-seven dollars (\$11,667) is due on or before January 17, 2014. The third and final Installment Payment in the amount of eleven thousand six hundred and sixty-six dollars (\$11,666) is due on or before April 18, 2014. Cordova shall make the first and all subsequent Installment Payments in United States Dollars without further demand or notice by the dates specified above. Cordova 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). Upon an Event of Default (as defined below), all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Cordova shall also send electronic notification of each Installment Payment on the date said payment is made to Kathy Harvey at Kathy.Harvey@fcc.gov, Pamela Hairston at Pamela.Hairston@fcc.gov, and Samantha Peoples at Sam.Peoples@fcc.gov. 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.¹⁹ 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.

¹⁹ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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.

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

16. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Voluntary Contribution shall accrue interest, computed using the rate of the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent, 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 interest and penalties permitted under 31 U.S.C. § 3717 and administrative charge(s), plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Cordova.

17. **Waivers.** Cordova 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. Cordova shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither Cordova nor the Commission shall contest the validity of the Consent Decree or of the Adopting Order, and Cordova shall waive any statutory right to a trial *de novo*. Cordova hereby agrees to waive any claims it may have under the Equal Access to Justice Act²⁰ 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.

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 Cordova does not expressly consent) that provision will be superseded by such Rule or Commission order.

20. **Successors and Assigns.** Cordova 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 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 without the advance written consent of both Parties.

²⁰ Equal Access to Justice Act, Pub L. No. 96-481, 94 Stat. 2325 (1980) (codified at 5 U.S.C. § 504); *see also* 47 C.F.R. §§ 1.1501-1.1530.

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 Cordova represents and warrants that he is authorized by Cordova to execute this Consent Decree and to bind Cordova 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.

Robert H. Ratcliffe
Acting Chief
Enforcement Bureau

Date

Paul Kelly
General Manager and Chief Executive Officer
Cordova Wireless Communications, LLC

Date