

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

In the Matter of)	
)	
Sony Mobile Communications (USA) Inc.)	File No.: EB-SED-13-00006150
)	
)	NAL/Acct. No.: 201432100021
)	
)	FRN: 0018919456

ORDER

Adopted: June 9, 2014

Released: June 9, 2014

By the Acting Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to conclude its investigation into whether Sony Mobile Communications (USA) Inc. (Sony Mobile) offered the required number of hearing aid-compatible digital wireless handset models during the 2011-2012 reporting period. The Bureau's investigation revealed that Sony Mobile failed to offer the requisite number of hearing aid-compatible models for 11 of the 12 months during the reporting period. Sony Mobile has admitted that such failures violated the hearing-aid compatible handset deployment rules. The failure to comply with these rules reduces the availability of hearing aid-compatible handset models and potentially limits the ability of consumers with hearing impairments to access advanced telecommunications services. To resolve the investigation, Sony Mobile will pay \$400,000 and implement a three-year plan to ensure future compliance with the Commission's hearing aid compatibility rules.

2. In this Order, we adopt the attached Consent Decree entered into between the Bureau and Sony Mobile. The Consent Decree resolves and terminates the Bureau's investigation into Sony Mobile's compliance with Sections 20.19(c)(1) and 20.19(d)(1) of the Commission's rules (Rules).¹

3. The Bureau and Sony Mobile have negotiated the Consent Decree that resolves this matter. A copy of the Consent Decree is attached hereto and incorporated herein by reference.

4. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the investigation.

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

6. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), 4(j), and 503(b) of the Communications Act of 1934, as amended,² and Sections 0.111 and 0.311 of the Rules,³ the Consent Decree attached to this Order **IS ADOPTED**.

¹ 47 C.F.R. § 20.19(c)(1), (d)(1).

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

³ 47 C.F.R. §§ 0.111, 0.311.

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

8. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Ravi Nookala, President, Sony Mobile Communications (USA) Inc., 3333 Piedmont Road, Suite 600, Atlanta, GA 30305, and to David H. Solomon, Esq., Wilkinson Barker Knauer, LLP, Counsel for Sony Mobile Communications (USA) Inc., 2300 North Street N.W., Suite 700, Washington DC 20037.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Acting Chief, Enforcement Bureau

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CONSENT DECREE

The Enforcement Bureau of the Federal Communications Commission and Sony Mobile Communications (USA) Inc.,¹ 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)(1) and 20.19(d)(1) of the Commission's rules² pertaining to the deployment of digital wireless hearing aid-compatible handset models.

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 Sony Mobile is subject by virtue of its business activities, including but not limited to, the Hearing Aid Compatibility Rules.
 - (f) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 9.
 - (g) "Covered Employees" means all employees and agents of Sony Mobile who perform, or supervise, oversee, or manage the performance of, duties that relate to Sony Mobile's responsibilities under the Hearing Aid Compatibility Rules.
 - (h) "Effective Date" means the date on which the Bureau releases the Adopting Order.

¹ Sony Mobile Communications (USA), Inc. is a wholly owned subsidiary of Sony Mobile Communications AB, a limited liability company organized under the laws of Sweden, which, in turn, is a wholly owned subsidiary of Sony Corporation, a corporation organized under the laws of Japan. *See* Letter from David H. Solomon, Natalie G. Roisman, and Timothy J. Cooney, Wilkinson Barker Knauer, LLP, Counsel for Sony Mobile Communications (USA), Inc., to Nissa Laughner, Spectrum Enforcement Division, FCC Enforcement Bureau at 8 (Mar. 8, 2013) (on file in EB-SED-13-00006150) (LOI Response).

² 47 C.F.R. § 20.19(c)(1), (d)(1).

- (i) “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 digital wireless handsets and the marketing or distribution of such handsets to consumers in the United States.
- (j) “Investigation” means the investigation commenced by the Bureau’s February 21, 2013 Letter of Inquiry regarding Sony Mobile’s compliance with the Hearing Aid Compatibility Rules during the July 2011 through June 2012 reporting period (2011-2012 Reporting Period).³
- (k) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Sony Mobile to implement the Compliance Plan.
- (l) “Parties” means Sony Mobile and the Bureau, each of which is a “Party.”
- (m) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (n) “Sony Mobile” means Sony Mobile Communications (USA) Inc. and its predecessors-in-interest and successors-in-interest.

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.⁴ The Commission established technical standards for radio frequency interference (the M rating) and inductive coupling (the T rating)⁵ that digital wireless handsets must meet to be considered compatible with hearing 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 were required to offer specified numbers or percentages of digital wireless handsets per air

³ See Letter from John D. Poutasse, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Lee Hill, General Counsel, Sony Mobile Communications (USA), Inc. (Feb. 21, 2012) (on file in EB-SED-13-00006150); see also 47 C.F.R. § 20.19(c)(1), (d)(1).

⁴ 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).

⁵ As subsequently amended, Section 20.19(b)(1) of the Rules provided 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 had to 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) of the Rules provided that, for the period beginning June 6, 2008, and ending December 31, 2009, a newly certified wireless handset was deemed hearing aid-compatible for inductive coupling if, at minimum, it met 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 was deemed hearing aid-compatible for inductive coupling if it met 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 remained valid for hearing aid compatibility purposes. A recently adopted further amendment to Section 20.19(b) of the Rules permits 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).

interface⁶ that are compliant with the relevant standard.⁷ In the 2008 *Hearing Aid Compatibility First Report and Order*, the Commission established various deadlines between 2008 and 2011 by which manufacturers and service providers must offer specified numbers of digital wireless handset models rated hearing aid-compatible.⁸

3. On July 16, 2012, Sony Mobile submitted its hearing aid compatibility status report for the 2011-2012 Reporting Period (2011-2012 Hearing Aid Compatibility Report).⁹ Based on its review of that report, the Commission's Wireless Telecommunications Bureau (Wireless Bureau) subsequently referred this matter to the Bureau for investigation and possible enforcement action. On February 21, 2013, the Bureau issued a Letter of Inquiry (LOI) to Sony Mobile, directing the company to submit a sworn written response to a series of questions relating to its compliance with Sections 20.19(c)(1) and 20.19(d)(1) of the Rules.¹⁰ Sony Mobile responded to the LOI on March 8, 2013.¹¹ In its LOI Response, Sony Mobile explained that prior to its receipt of the LOI, the company's internal compliance procedures were based, in part, on its asserted good faith understanding that compliance with the digital wireless hearing aid-compatible handset deployment requirements was measured on an annual basis, not on a month-by-month basis, such that a handset model offered during one month of the reporting period would be counted as having been offered each month during the reporting period.¹² According to Sony Mobile, the company "did not 'manage' its portfolio to limit the number of non-[hearing aid-compatible] compliant models being offered in a single month."¹³ Consistent with the LOI, in its LOI Response Sony Mobile calculated its M3-rated and T3-rated handset deployment shortages in accordance with the FCC's methodology, reporting shortages of handset models that operate on the GSM and WCDMA air interface for 11 of the 12 months of the 2011-2012 Reporting Period.¹⁴

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.** Sony Mobile 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 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 Global System for Mobile Communications (GSM), Wideband Code Division Multiple Access (WCDMA) (a.k.a. Universal Mobile Telecommunications System (UMTS)), Code Division Multiple Access (CDMA), and Integrated Digital Enhanced Network (iDEN).

⁷ See *Hearing Aid Compatibility Order*, 18 FCC Rcd at 16780, para. 65; 47 C.F.R. § 20.19(c), (d).

⁸ See *Amendment of the Commission's Rules Governing Hearing Aid-Compatible Mobile Handsets*, First Report and Order, 23 FCC Rcd 3406, 3419, paras. 35-36 (2008) (*Hearing Aid Compatibility First Report and Order*), Order on Reconsideration and Erratum, 23 FCC Rcd 7249 (2008). These requirements do not apply to service providers and manufacturers that meet the *de minimis* exception. See *Hearing Aid Compatibility First Report and Order*, 23 FCC Rcd at 3413, para. 20; 47 C.F.R. § 20.19(e).

⁹ See Sony Mobile Communications (USA), Inc., Hearing Aid Compatibility Status Report (filed July 16, 2012), available at http://wireless.fcc.gov/hac_documents/120928/6948615_19.PDF (last accessed May 12, 2014).

¹⁰ See *supra* note 3.

¹¹ See LOI Response *supra* note 1.

¹² See *id.* at 2-3.

¹³ *Id.* at 4-5.

¹⁴ See *id.* at 4, Appendix at 1, Tables 2.B.1, Table 2.B.2.

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 the termination of the Investigation, Sony Mobile agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against Sony Mobile concerning the matters that were the subject of the Investigation. The Bureau also agrees that in the absence of new material evidence it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against Sony Mobile with respect to Sony Mobile'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, Sony Mobile 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 Sony Mobile complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his/her duties under this Consent Decree, 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, Sony Mobile 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, Sony Mobile shall implement the following procedures:

- (a) **Operating Procedures on Hearing Aid Compatibility.** Within sixty (60) calendar days after the Effective Date, Sony Mobile shall establish Operating Procedures that all Covered Employees must follow to help ensure Sony Mobile's compliance with the Hearing Aid Compatibility Rules. Sony Mobile's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Sony Mobile offers the number or percentage of digital wireless hearing aid-compatible handset models required by the Hearing Aid Compatibility Rules, and accurately reports its handset offerings in its annual hearing aid compatibility status reports. Sony Mobile 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 in its offerings, or the 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(s) of each existing and proposed handset model offering.
- (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 Sony Mobile's compliance with the Hearing Aid Compatibility Rules. Sony Mobile shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. Sony Mobile shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.

- (c) **Compliance Training Program.** Sony Mobile 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 Sony Mobile'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. Sony Mobile 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.** Sony Mobile shall report any 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 Sony Mobile has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Sony Mobile 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 Nissa Laughner at Nissa.Laughner@fcc.gov and Pamera Hairston at Pamera.Hairston@fcc.gov.

11. **Compliance Reports.** Sony Mobile 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 Sony Mobile'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 Sony Mobile, stating that the Compliance Officer has personal knowledge that Sony Mobile (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of 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

Rules¹⁵ 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 Sony Mobile, 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 Sony Mobile has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Sony Mobile 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 Nissa Laughner at Nissa.Laughner@fcc.gov and Pamela Hairston at Pamera.Hairston@fcc.gov.

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

13. **Voluntary Contribution.** Sony Mobile agrees that it will make a voluntary contribution to the United States Treasury in the amount of four hundred thousand dollars (\$400,000) within thirty (30) calendar days after the Effective Date. Sony Mobile shall also send electronic notification of payment to Nissa Laughner at Nissa.Laughner@fcc.gov, Pamela Hairston at Pamera.Hairston@fcc.gov, and Samantha Peoples at Sam.Peoples@fcc.gov on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.¹⁶ 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 Sony Mobile should follow based on the form of payment it selects:

- 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.

¹⁵ 47 C.F.R. § 1.16.

¹⁶ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

If Sony Mobile has questions regarding payment procedures, it should contact the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

14. **Waivers**. Sony Mobile waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Bureau issues an Adopting Order as defined herein. Sony Mobile shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither Sony Mobile nor the Commission shall contest the validity of the Consent Decree or of the Adopting Order, and Sony Mobile shall waive any statutory right to a trial *de novo*. Sony Mobile hereby agrees to waive any claims it may have under the Equal Access to Justice Act¹⁷ relating to the matters addressed in this Consent Decree.

15. **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.

16. **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 Sony Mobile does not expressly consent) that provision will be superseded by such Rule or Commission order.

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

18. **Admission of Liability**. Sony Mobile admits, solely for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 7 herein, that, notwithstanding its asserted good faith prior understanding, its actions with respect to the deployment of digital wireless handset models, as reflected in its 2011-2012 Hearing Aid Compatibility Report, constituted a violation of the Commission's Hearing Aid Compatibility Rules. The Bureau and Sony Mobile intend that this admission does not constitute an indictment, charge, conviction, or civil judgment for the violation of any Federal law or regulation within the meaning of Section 52.209-5 of the Federal Acquisition Regulations (FAR).¹⁸

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

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

21. **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.

22. **Authorized Representative**. The individual signing this Consent Decree on behalf of Sony Mobile represents and warrants that he is authorized by Sony Mobile to execute this Consent Decree and to bind Sony Mobile 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.

¹⁷ 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.

¹⁸ 48 C.F.R. § 52.209-5.

23. **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.

Travis LeBlanc
Acting Chief
Enforcement Bureau

Date

Ravi Nookala
President
Sony Mobile Communications (USA) Inc.

Date