

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)	
)	
Sprint Corporation)	File No.: EB-SED-17-00024237
)	Acct. No.: 201832100004
)	FRN: 0022117618

ORDER

Adopted: April 10, 2018

Released: April 10, 2018

By the Acting Deputy Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree to resolve the Bureau’s investigation into allegations that Sprint Corporation (Sprint) allowed its wireless infrastructure deployment contractor to construct certain wireless communications facilities without complying with the Commission’s environmental rules in effect during the investigation, including rules implementing the National Environmental Policy Act of 1969 (NEPA) and the National Historic Preservation Act (NHPA).¹ To implement NEPA and Section 106 of the NHPA, the Commission’s rules require that current and prospective licensees and tower registrants assess certain types of proposed facilities, prior to the start of any construction, to determine the potential for a significant impact on the environment or historic properties.² Commission rules also direct these entities to coordinate with relevant State governments and Tribal Nations. These requirements promote the nationwide deployment of wireless facilities while balancing such deployments against other important federal, state, and sovereign Tribal interests. Entities that unilaterally choose to begin construction of wireless facilities prior to completing a Commission required environmental and historic preservation review violate federal law and show contempt for the respective jurisdictional authorities.

2. To settle this matter, Sprint will implement a robust compliance plan to ensure that it does not violate the Commission’s environmental and historic preservation rules in the future, and pay a \$10,000,000 settlement amount.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding Sprint’s compliance with environmental protection and historic preservation requirements found in NEPA and NHPA, and Sections 1.1307 and 1.1312 of the Commission’s rules.³

4. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Sprint’s basic qualifications to hold or obtain any Commission license or authorization.⁴

¹ See National Environmental Policy Act of 1969, Pub. L. No. 91-190, 83 Stat. 852 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA); National Historic Preservation Act, Pub. L. No. 89-665, 80 Stat. 915 (1966) (codified as amended at 54 U.S.C. § 300101 *et seq.*) (NHPA).

² See 47 CFR § 1.1301 *et seq.*

³ 47 CFR §§ 1.1307, 1.1312.

⁴ See 47 CFR § 1.93(b).

5. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Act⁵ and the authority delegated by Sections 0.111 and 0.311 of the Commission's rules,⁶ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

6. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** in accordance with the terms of the attached Consent Decree.

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 Mr. Charles W. McKee, Vice President, Government Affairs-Federal & State Regulatory, Sprint Corporation, 900 7th Street, N.W., Suite #700, Washington, DC 20001, and to Patrick O'Donnell, Counsel for Sprint Corporation, Harris, Wiltshire & Grannis, LLP, 1919 M Street, NW, 8th Floor, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

Christopher L. Killion
Acting Deputy Chief
Enforcement Bureau

⁵ 47 U.S.C. § 154(i).

⁶ 47 CFR §§ 0.111, 0.311.

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File No.: EB-SED-17-00024237
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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Sprint Corporation, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Sprint Corporation violated Sections 1.1307 and 1.1312 of the Commission’s rules¹ pertaining to the required assessment of the potential effect on the environment of the construction of wireless communications facilities.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:

- (a) “Act” means the Communications Act of 1934, as amended.²
- (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 Sprint is subject by virtue of its business activities, including but not limited to the Environmental Rules.
- (f) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
- (g) “Covered Employees” means all employees and agents of Sprint who perform, or supervise, oversee, or manage the performance of, duties that relate to Sprint’s responsibilities under the Environmental Rules.
- (h) “Effective Date” means the date by which both the Bureau and Sprint have signed the Consent Decree.
- (i) “Environmental Rules” means Section 1.1301, *et seq.*, of the Rules and other Communications Laws implementing the National Environmental Policy Act of 1969, as amended, (NEPA)³ and the National Historic Preservation Act, as amended (NHPA).⁴

¹ 47 CFR §§ 1.1307, 1.1312.

² 47 U.S.C. § 151 *et seq.*

³ National Environmental Policy Act of 1969, Pub. L. No. 91-190, 83 Stat. 852 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA).

- (j) “Investigation” means the investigation commenced by the Bureau in EB-SED-17-00024237 regarding whether Sprint violated the Environmental Rules.
- (k) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Sprint to implement the Compliance Plan.
- (l) “Parties” means Sprint 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) “Sprint” or “Company” means Sprint Corporation and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

II. BACKGROUND

3. Under the Commission’s Environmental Rules, applicants and licensees are required to assess whether certain proposed facilities may significantly affect the environment, as defined in Section 1.1307 of the Rules. This obligation expressly applies to certain facilities for which no preconstruction authorization is required.⁵ Section 1.1307(a) addresses facilities that may affect threatened or endangered species or their critical habitats, or are likely to jeopardize proposed threatened or endangered species or destroy or adversely modify proposed critical habitats; that may affect districts, sites, buildings, structures or objects that are listed, or eligible for listing, in the National Register; that may affect Native American religious sites; or that will involve significant change in surface features.⁶ In considering potential effects on historic properties, Section 1.1307(a)(4) requires applicants to follow the prescribed procedures set forth in the rules of the Advisory Council on Historic Preservation (Advisory Council),⁷ as modified by the Nationwide Programmatic Agreement for the Collocation of Wireless Antennas (Collocation Agreement)⁸ and the Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process (NPA).⁹ These agreements tailor and streamline the review and consultation procedures routinely required by the NHPA¹⁰ and the implementing regulations issued by the Advisory Council.

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⁴ National Historic Preservation Act, Pub. L. No. 89-665, 80 Stat. 915 (1966) (codified as amended at 54 U.S.C. § 300101 *et seq.*) (NHPA).

⁵ See 47 CFR § 1.1312(a).

⁶ *Id.* § 1.1307(a). National Register refers to the National Register of Historic Places, which is maintained by the Secretary of the Interior’s office of the Keeper of the National Register. 47 CFR Pt. 1, App. C, Section II. A. 10.

⁷ 36 CFR Pt. 800.

⁸ 47 CFR Pt. 1, App. B. See *Wireless Telecommunications Bureau Announces Execution of Programmatic Agreement with respect to Collocating Wireless Antennas on Existing Structures*, Public Notice, 16 FCC Rcd 5574 (WTB 2001), *recon. denied*, 20 FCC Rcd 4084 (WTB 2005).

⁹ 47 CFR Pt. 1, App. C. See *Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process*, Report and Order, 20 FCC Rcd 1073 (2004), *clarified*, 20 FCC Rcd 17995 (2005), *aff’d*, *CTIA-The Wireless Ass’n. v. FCC*, 466 F.3d 105 (D.C. Cir. 2006) (*NPA Report and Order*).

¹⁰ 54 U.S.C. § 300101 *et seq.* The NHPA requires that a federal agency consider the effects of its federal undertakings, including actions that it authorizes or approves, on historic properties prior to issuing federal licenses, permits, or approvals. See 54 U.S.C. §§ 306108, 300320. This review is commonly referred to as “Section 106 Review” because the provision requiring the review was originally enacted as Section 106 of the NHPA. In considering such effects, the NHPA further requires the federal agency to consider the views of expert agencies. Specifically, the NHPA requires the federal agency to consider the views of the Advisory Council, which is the federal agency responsible for implementing the NHPA; the appropriate State Historic Preservation Officer; and, if historic properties of religious or cultural significance to federally recognized Tribal Nations or Native Hawaiian organizations may be affected, their representatives. See 54 U.S.C. §§ 302104, 302706, 306108, 304101. As authorized by the Advisory Council, the Commission’s environmental rules delegate to its licensees, permittees, and applicants initial responsibility for identifying historic properties and evaluating the effects that their proposed

4. Sprint provides mobile voice and data services to consumers throughout the United States. Sprint uses a variety of means to enhance its cellular network coverage. In recent years, Sprint has focused on installing antennas and associated equipment that are physically much smaller than macrocell sites. These “small cells” are mounted on poles, buildings, and other structures in order to fill gaps in its coverage and to provide additional capacity. In 2014, Sprint initiated its Densification and Optimization program, which sought to improve Sprint’s competitive strength and enhance 4G coverage while paving a path forward toward 5G coverage. In order to accelerate its deployment of small cells, Sprint entered into an agreement with a third party to install Sprint-owned small cells and associated equipment on structures owned by the third party or others. The structures that are the subject of this Investigation are not dedicated to any particular customer, and to the extent capacity on the structures is available, it is designed to be used by other entities. Our Investigation revealed that the parties’ agreement made the third party responsible for all regulatory compliance regarding its poles and attachment rights, including compliance with the Environmental Rules. Our Investigation also found that for certain installations, all required environmental and historic preservation reviews were not completed prior to starting construction.

5. The Bureau opened the Investigation in response to a report that Sprint allowed the third-party vendor to construct certain wireless facilities without securing pre-build pre-requisites, in an apparent attempt to expedite deployment. On May 5, 2017, the Bureau’s Spectrum Enforcement Division issued a Letter of Inquiry to Sprint, directing it to submit a sworn written response to a series of questions relating to Sprint’s compliance with the Commission’s environmental review process under NEPA and the Commission’s historic preservation review process under Section 106 of the NHPA. Sprint filed responses to the Letter of Inquiry on July 5, 2017, October 10, 2017, November 17, 2017, January 5, 2018, and February 1, 2018. The Bureau and Sprint entered into Tolling Agreements to toll the statute of limitations, and negotiated the terms of the Consent Decree.

6. To settle this Investigation, Sprint has agreed to pay a ten million dollar (\$10,000,000) settlement amount to the United States Treasury. Additionally, Sprint has agreed to enhance its environmental and historic property review compliance procedures by reviewing and updating, as necessary, its existing compliance guidelines, by training all current and new Covered Employees on the current requirements, by requiring Covered Employees to report to management instances of noncompliance with the Environmental Rules, and by self-reporting any apparent violations to the Bureau until the end of the compliance period.

III. TERMS OF AGREEMENT

7. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

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

9. **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 Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

10. **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, Sprint agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or

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facilities may have on such properties, but the Commission remains ultimately responsible for ensuring that the Section 106 process occurs in accordance with applicable statutory and regulatory provisions, as well as for government-to-government consultation with federally recognized Tribal Nations. *See* 47 CFR § 1.1307(a)(4); *see also* 36 CFR § 800.2(a)(3); *NPA Report and Order*, 20 FCC Rcd at 1076-77, para. 5.

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 Sprint 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 to set for hearing the question of Sprint's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹¹

11. **Representations and Warranties**. Sprint represents and warrants that it will treat the Settlement Amount set forth herein as a penalty within the meaning of Section 162(f) of the Internal Revenue Code.¹² The Company also agrees that it will not treat any payment of the Settlement Amount described below in paragraph 18 as tax deductible for purposes of federal, state, or local law.

12. **Compliance Officer**. Within thirty (30) calendar days after the Effective Date, Sprint 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 Sprint 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 or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Environmental Rules prior to assuming his/her duties.

13. **Compliance Plan**. For purposes of settling the matters set forth herein, Sprint 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 Environmental Rules and with the terms and conditions of this Consent Decree. With respect to the Environmental Rules, Sprint will implement, at a minimum, the following procedures:

- (a) **Operating Procedures on Environmental Rules**. Within sixty (60) calendar days after the Effective Date, Sprint shall establish Operating Procedures that all Covered Employees must follow to help ensure Sprint's compliance with the Environmental Rules. Sprint's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Sprint performs any required reviews of the potential effects on the environment and on historic properties of any proposed facilities, including facilities for which no pre-construction authorization is required, prior to the initiation of construction of such proposed facilities. In connection with the Consent Decree, Sprint has developed a Scope of Work for Compliance with the FCC's Environmental Rules (Scope of Work), which Sprint shall incorporate into its Operating Procedures. The Scope of Work sets forth the procedures that Sprint's third-party contractors and Covered Employees who supervise and manage such third-party contractors shall follow to ensure compliance with the Environmental Rules at each stage of the tower construction process. Sprint's Operating Procedures shall incorporate a Compliance Checklist that describes the steps that a Covered Employee must follow to determine whether construction of the proposed facility is within the scope of our Environmental Rules, is categorically excluded from environmental processing under Section 1.1306 of the Rules, or may have a significant environmental effect, as defined in Section 1.1307 of the Rules. Sprint shall require each third-party contractor to provide a certification from an authorized officer of the contractor, certifying under penalty of perjury that the third-party contractor: (i) has utilized the Scope of Work in completing the project; and (ii) the project fully complies with the Environmental Rules. Sprint shall periodically

¹¹ See 47 CFR § 1.93(b).

¹² See 26 U.S.C. § 162(f).

review and revise the Operating Procedures, including the Scope of Work, as necessary to ensure that it remains current and complete and to enhance its effectiveness.

- (b) **Compliance Manual.** Within ninety (90) 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 Environmental Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Sprint's compliance with the Environmental Rules. Sprint shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Sprint shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Sprint shall establish and implement a Compliance Training Program on compliance with the Environmental Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Sprint's obligation to report any noncompliance with the Environmental Rules under paragraph 14 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 ninety (90) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Sprint shall repeat 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.

14. **Reporting Noncompliance.** Sprint shall report any noncompliance with the Environmental Rules and with the terms and conditions of this Consent Decree within thirty (30) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Sprint 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 Sprint 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, 445 12th Street, S.W., Rm. 3-C366, Washington, DC 20554, with copies submitted electronically to Kathy Harvey at Kathy.Harvey@fcc.gov, JoAnn Lucanik at JoAnn.Lucanik@fcc.gov, and EB-SED-Response@fcc.gov.

15. **Compliance Reports.** Sprint 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 Sprint's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Environmental Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Sprint, stating that the Compliance Officer has personal knowledge that Sprint: (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 14 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with Section 1.16 of the

Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.¹³

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Sprint, 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 Sprint 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 Sprint 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., Rm. 3-C366, Washington, DC 20554, with copies submitted electronically to Kathy Harvey at Kathy.Harvey@fcc.gov, JoAnn Lucanik at JoAnn.Lucanik@fcc.gov, and EB-SED-Response@fcc.gov.

16. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 12 through 15 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

17. **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 Act¹⁴ against Sprint 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 Sprint with the Communications Laws.

18. **Settlement Amount.** Sprint will pay a settlement amount to the United States Treasury in the amount of ten million dollars (\$10,000,000) within thirty (30) calendar days of the Effective Date. Sprint shall send electronic notification of payment to Kathy Harvey at Kathy.Harvey@fcc.gov, JoAnn Lucanik at JoAnn.Lucanik@fcc.gov, and to SED's mailbox at EB-SED-Response@fcc.gov on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.¹⁵ 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 that should be followed based on the form of payment selected:

- 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.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

19. **Waivers.** As of the Effective Date, Sprint 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

¹³ 47 CFR § 1.16.

¹⁴ 47 U.S.C. § 208.

¹⁵ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

validity of this Consent Decree and the Adopting Order. Sprint 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 Consent Decree or the Adopting Order, neither Sprint nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Sprint shall waive any statutory right to a trial *de novo*. Sprint hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹⁶ relating to the matters addressed in this Consent Decree.

20. **Severability**. The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

21. **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.

22. **Subsequent Rule or Order**. The Parties agree that if any provision of the Consent Decree conflicts with any subsequent legislation passed by Congress or Rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which Sprint does not expressly consent) that provision will be superseded by such law, Rule or Order.

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

24. **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 legal finding or determination regarding any compliance or noncompliance with the Communications Laws with regards to the matters described in paragraphs 3-6.

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

26. **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.

27. **Authorized Representative**. Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

28. **Counterparts**. This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

¹⁶ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

Christopher L. Killion
Acting Deputy Chief
Enforcement Bureau

Date

Greg O'Connor
Vice President of Network Core and Access
Sprint Corporation

Date