

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)
Telxius Cable USA, Inc., Telxius Cable Puerto Rico, Inc., and Telxius Cable America, S.A)
File No.: EB-SED-20-00030856
CD Acct. No.: 202132100004
FRN: 0006650618; 0022340921; and
0026263673

ORDER

Adopted: November 12, 2020

Released: November 13, 2020

By the Deputy Chief, Enforcement Bureau:

1. Owners and operators of submarine cables and associated cable landing stations that connect with the United States must obtain a license from the Federal Communication Commission (Commission) prior to operation, and must submit a modification to the existing license prior to connecting and operating any additional cable landing stations. Entities that unilaterally connect submarine cables with the United States without Commission authorization jeopardize the country’s security, competition, and the environment. The Enforcement Bureau (Bureau) has therefore entered into a Consent Decree to resolve the Bureau’s investigation into allegations that Telxius Cable USA, Inc., Telxius Cable Puerto Rico, Inc., and Telxius Cable America, S.A (collectively, Telxius) connected landing points in Ecuador and Peru with the United States without complying with the Cable Landing License Act of 1921, and section 1.767 of the Commission’s rules. To settle this matter, Telxius admits that it failed to obtain Commission authorization to add to its existing license new submarine cable landing points between Punta Carnero, Ecuador and Mancora, Peru, respectively, and the United States prior to operation. Telxius agrees that it will implement a robust compliance plan to ensure that it does not violate these rules in the future and will pay a \$35,000 civil penalty. This action will promote the Commission’s goals of protecting the nation’s security, competition, and the environment by ensuring that licensees or applicants get approval from the Commission prior to connecting foreign landing points to the United States.

2. 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 Telxius’s compliance with the Cable Landing License Act of 1921, and section 1.767 of the Commission’s rules.

3. In the absence of material new evidence relating to this matter, we do not set for hearing

1 47 CFR § 1.767; see also 47 U.S.C. §§ 34-39. Executive Order No. 10530 delegates to the Commission the President’s authority under the Cable Landing License Act of 1921, adding that “no such license shall be granted or revoked by the Commission except after obtaining approval of the Secretary of State and such advice from any executive branch department or establishment of the Government as the Commission may deem necessary.” Exec. Order No. 10530 § 5(a), reprinted as amended in 3 U.S.C. § 301.

2 47 U.S.C. §§ 34-39.

3 47 CFR § 1.767.

4 47 U.S.C. §§ 34-39.

5 47 CFR § 1.767.

the question of Telxius's basic qualifications to hold or obtain any Commission license or authorization.⁶

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Communications Act of 1934, as amended,⁷ and the authority delegated by sections 0.111 and 0.311 of the Commission's rules,⁸ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

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

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by email to counsel for Telxius Cable USA, Inc., Telxius Cable Puerto Rico, Inc., and Telxius Cable America, S.A, Kent D. Bressie, Esq., Harris, Wiltshire & Grannis, LLP.

FEDERAL COMMUNICATIONS COMMISSION

Christopher L. Killion
Deputy Chief
Enforcement Bureau

⁶ See 47 CFR § 1.93(b).

⁷ 47 U.S.C. § 154(i).

⁸ 47 CFR §§ 0.111, 0.311.

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In the Matter of)
Telxius Cable USA, Inc., Telxius Cable Puerto Rico, Inc., and Telxius Cable América, S.A)
File No.: EB-SED-20-00030856
CD Acct. No.: 202132100004
FRN: 0006650618; 0022340921; and
0026263673

CONSENT DECREE

1. The Cable Landing Licensing Requirements provide that owners and operators of submarine cables and associated cable landing stations that connect with the United States must obtain a license from the Commission prior to operation to make sure that licensees meet, among other requirements, security, competition, and environment-related obligations and requirements. In addition, for a previously licensed system, the Commission must grant the licensee a modification of the existing license prior to its connecting and operating any new foreign landing points. In furtherance of these objectives, the Enforcement Bureau of the Federal Communications Commission and Telxius Cable USA, Inc., Telxius Cable Puerto Rico, Inc., and Telxius Cable América, S.A (collectively, Telxius), by their authorized representatives, hereby enter into this Consent Decree, which terminates the Enforcement Bureau’s investigation into whether Telxius violated the Cable Landing License Act of 1921 and section 1.767 of the Commission’s rules in connection with Telxius’s South America-1 submarine cable system (SAm-1).¹ The violations involve Telxius’s unauthorized operation and failure to file an application with the FCC before adding landing points in Ecuador and Peru to its existing cable landing license. To resolve this matter, Telxius agrees to implement a compliance plan and pay a \$35,000 civil penalty.

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) “Cable Landing Licensing Requirements” means the Cable Landing License Act of 1921, Executive Order No. 10530, 47 CFR § 1.767, and other Communications Laws related to the filing of an application when a modification or amendment of a previous cable landing license is required.
(e) “CD Acct No.” means account number 202132100004, associated with payment obligations described in paragraph 17 of this Consent Decree.
(f) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.

¹ See File Nos. SCL-LIC-20000204-00003, SCL-MOD-20061207-00012, SCL-MOD-20180605-00016, SCL-MOD-20180905-00032, SCL-MOD-20190826-00028

² 47 U.S.C. § 151 et seq.

- (g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Telxius is subject by virtue of its business activities, including but not limited to the Cable Landing Licensing Requirements.
- (h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
- (i) “Covered Employees” means all employees and agents of Telxius who perform, supervise, oversee, or manage the performance of, duties that relate to Telxius’ responsibilities under the Communications Laws, including the Cable Landing Licensing Requirements.
- (j) “Effective Date” means the date by which both the Bureau and Telxius have signed the Consent Decree and the Bureau has released an Adopting Order.
- (k) “International Bureau” means the International Bureau of the Commission.
- (l) “Investigation” means the investigation commenced by the Bureau in EB-SED-20-00030856 regarding whether Telxius violated the Cable Landing Licensing Requirements.
- (m) “LOI” means the Letter of Inquiry issued by the Bureau to Telxius on April 9, 2020 in connection with Telxius’s operation and filing of applications related to Telxius’ SAM-1.
- (n) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Telxius to implement the Compliance Plan.
- (o) “Parties” means Telxius and the Bureau, each of which is a “Party.”
- (p) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (q) “SAM-1” means Telxius’ South America-1 submarine cable system.
- (r) “Telxius or Company” means Telxius Cable USA, Inc., Telxius Cable Puerto Rico, Inc., and Telxius Cable América, S.A and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

II. BACKGROUND

3. Pursuant to Executive Order No. 10530, submarine cables are licensed by the FCC.³ Section 1.767 of the Rules sets out the requirement that an entity must apply to the Commission to modify a cable landing license, including the addition of a new landing point.⁴ Specifically, section 1.767(e) and (m) requires the filing of an application when a modification or amendment of a previous license is requested.⁵

4. Telxius’s SAM-1 is a non-common carrier system that provides communications connectivity between Florida, Puerto Rico, Argentina, Brazil, Chile, Colombia, the Dominican Republic, Ecuador, Guatemala, and Peru. During a review of Telxius’s SAM-1 license, the International Bureau became aware of two landing points, Punta Carnero, Ecuador and Mancora, Peru, that Telxius previously indicated were operational but were not identified on Telxius’s SAM-1 license. Thereafter, the

³ “The Federal Communications Commission is hereby designated and empowered to exercise, without the approval, ratification, or other action of the President, all authority vested in the President by the act of May 27, 1921 . . . including the authority to issue, withhold, or revoke licenses to land or operate submarine cables in the United States” Executive Order No. 10530 § 5(a).

⁴ 47 CFR § 1.767.

⁵ 47 CFR §§ 1.767(e), (m).

International Bureau notified Telxius's current counsel of the omission of the landing points from the SAm-1 license. The International Bureau subsequently referred the matter to the Bureau for investigation.

5. On August 26, 2019, Telxius filed both an application to modify its cable landing license authority to authorize the omitted cable landing segments and an application to request special temporary authority (STA) to operate those segments pending grant of the modification.⁶ The Commission granted the STA application on September 5, 2019.⁷ On March 3, 2020, the Commission granted Telxius' modification application.⁸

6. On April 9, 2020, the Bureau's Spectrum Enforcement Division issued an LOI to Telxius seeking information regarding possible violations of the Cable Landing Licensing Requirements.⁹ In its May 9, 2020 response to the LOI, Telxius acknowledged that it inadvertently failed to modify its SAM-1 license prior to commencing operation between Punta Carnero, Ecuador, Mancora, Peru, and the United States on October 31, 2007.¹⁰ To settle this matter, the Bureau and Telxius enter into this Consent Decree and agree to the following terms and conditions.

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.** Telxius 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, Telxius 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 the existence of this Consent Decree, to institute any new proceeding on its own motion against Telxius concerning the matters that were the subject of the Investigation, or to set for hearing the question of Telxius's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.¹¹

11. **Admission of Liability.** Telxius admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 10 herein, that its failure to modify its SAM-1 license prior to commencing operation between Punta Carnero, Ecuador and Mancora, Peru violated the Cable Landing Licensing Requirements.

⁶ See File No. SCL-STA-20190826-00028 and SCL-STA-20190826-00029.

⁷ See SCL-STA-20190826-00029.

⁸ See *Actions Taken Under Cable Licensing Act*, Public Notice, DA 20-1018 (IB Mar. 6, 2020).

⁹ Letter of Inquiry from JoAnn Lucanik, Deputy Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Kent Bressie, Harris, Wiltshire & Grannis LLP, Counsel for Telxius (Apr. 9, 2020) (on file in EB-SED-20-00030856).

¹⁰ Response to Letter of Inquiry, from Kent Bressie, Harris, Wiltshire & Grannis LLP, Counsel for Telxius, to Marlene H. Dortch, Secretary, Federal Communications Commission (May 29, 2020) (on file in EB-SED-20-00030856).

¹¹ See 47 CFR § 1.93(b).

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Telxius 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 Telxius 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 Cable Landing Licensing Requirements prior to assuming his/her duties.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, Telxius 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 Cable Landing Licensing Requirements and with the terms and conditions of this Consent Decree. Telxius will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Telxius shall establish Operating Procedures (or amend any existing Operating Procedures) that all Covered Employees must follow to help ensure Telxius's compliance with the Cable Landing Licensing Requirements. Telxius's Operating Procedures shall include internal procedures and policies specifically designed to ensure that modification filings are made and approved by the FCC prior to commencement of operation. Telxius shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Cable Landing Licensing Requirements.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop a Compliance Manual (or amend the existing Compliance Manual) and distribute it to all Covered Employees. The Compliance Manual shall explain the Cable Landing Licensing Requirements and set forth the Operating Procedures that Covered Employees shall follow to help ensure Telxius's compliance with the Cable Landing Licensing Requirements. Telxius shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Telxius shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Telxius shall establish and implement a Compliance Training Program (or amend the existing Compliance Training Program) on compliance with the Cable Landing Licensing Requirements and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Telxius's obligation to report any noncompliance with the Cable Landing Licensing Requirements 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 sixty (60) 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. Telxius 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.** Telxius shall report any noncompliance with the Cable Landing Licensing Requirements 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 Telxius 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 Telxius has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission at EB-SED-Response@fcc.gov, and to Josh Zeldis, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission at Josh.Zeldis@fcc.gov.

15. **Compliance Reports.** Telxius 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 Telxius's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Cable Landing Licensing Requirements. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Telxius, stating that the Compliance Officer has personal knowledge that Telxius: (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.¹²
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Telxius, 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 Telxius 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 Telxius 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 electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, at EB-SED-Response@fcc.gov, and to Josh Zeldis, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission at Josh.Zeldis@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. **Civil Penalty.** Telxius will pay a civil penalty to the United States Treasury in the amount of \$35,000 within thirty (30) calendar days of the Effective Date. Telxius acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).¹³ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Telxius shall send electronic notification of payment to EB-SED-Response@fcc.gov, and to Josh Zeldis, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission at Josh.Zeldis@fcc.gov on the date said payment is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing

¹² 47 CFR § 1.16.

¹³ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),¹⁴ or by wire transfer. The Commission no longer accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:¹⁵

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters "FORF" in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).¹⁶ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log-in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu, and select the bill number associated with the CD Acct. No. – the bill number is the CD Acct. No. with the first two digits excluded – and then choose the "Pay by Credit Card" option. IMPORTANT NOTE: there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu and then select the bill number associated with the CD Acct. No. – the bill number is the CD Acct. No. with the first two digits excluded (e.g., NAL 1912345678 = FCC bill Number 12345678) – and choose the "Pay from Bank Account" option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

18. **Event of Default.** Telxius agrees that an Event of Default shall occur upon the failure by Telxius to pay the full amount of the Civil Penalty on or before the due date specified in this Consent Decree.

19. **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 Civil Penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, 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 Telxius.

20. **Waivers.** As of the Effective Date, Telxius 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. Telxius shall retain the right to challenge

¹⁴ Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

¹⁵ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

¹⁶ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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 Telxius nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Telxius shall waive any statutory right to a trial *de novo*. Telxius hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹⁷ relating to the matters addressed in this Consent Decree.

21. **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.

22. **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.

23. **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 Telxius does not expressly consent) that provision will be superseded by such Rule or order.

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

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

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

27. **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.

28. **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.

¹⁷ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

29. **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.

Christopher L. Killion
Deputy Chief
Enforcement Bureau

Date

Guillermo Cañete
President
Telxius Cable USA, Inc. and Telxius Cable Puerto Rico, Inc.

Rafael Arranz Ruiz
Attorney at Law
Telxius Cable América, S.A

Date