

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

In the Matter of)
T-Mobile USA, Inc.)

)
)
)
)
)

File No.: EB-SED-20-00031733
CD Acct. No.: 202232100010
FRN: 0014194476

ORDER

Adopted: November 23, 2021

Released: November 23, 2021

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether T-Mobile USA, Inc. (T-Mobile) failed to comply with the Commission’s 911 rules. These rules require wireless providers to reasonably design and operate their networks to ensure reliable transmission of all 911 calls, including providing 911 call back information and 911 location information, to public safety answering points (PSAPs), and to timely notify potentially affected PSAPs of reportable 911 outages. To settle this matter, T-Mobile will pay a \$19,500,000 settlement payment and will implement a compliance plan. Notably, the compliance measures contain new commitments by T-Mobile to improve the 911 outage notices given to PSAPs, including providing PSAPs with a wide array of information about the outages and providing follow-up notices within two hours of the initial outage notifications.

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 T-Mobile’s compliance with the Commission’s 911 rules, including sections 4.9, 9.4, and 9.10 of the Commission’s rules.¹

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of T-Mobile’s basic qualifications to hold or obtain any Commission license or authorization.²

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Communications Act of 1934, as amended³ and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules,⁴ 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.

¹ 47 CFR §§ 4.9, 9.4, 9.10.

² See 47 CFR § 1.93(b).

³ 47 U.S.C. § 154(i).

⁴ 47 CFR §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by e-mail to Kathleen O'Brien Ham, Senior Vice President, Government Affairs, T-Mobile USA, Inc., at kathleen.ham@t-mobile.com and Nancy J. Victory, Esq., DLA Piper LLP (US), at nancy.victory@dlapiper.com.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

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

In the Matter of)	
)	
T-Mobile USA, Inc.)	File No.: EB-SED-20-00031733
)	CD Acct. No.: 202232100010
)	FRN: 0014194476
)	
)	

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and T-Mobile USA, Inc. (T-Mobile or Company), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether T-Mobile violated sections 4.9, 9.4, and 9.10 of the Commission’s rules in connection with an outage that occurred on June 15, 2020. To resolve this matter, T-Mobile agrees to the terms and conditions below, including implementing a compliance plan and paying a \$19,500,000 settlement payment.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “911 Rules” means sections 4.9, 9.4, and 9.10 of the Rules.¹
 - (b) “Act” means the Communications Act of 1934, as amended.²
 - (c) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (e) “CD Acct No.” means account number 202232100010, associated with payment obligations described in paragraph 18 of this Consent Decree.
 - (f) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
 - (g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which T-Mobile is subject by virtue of its business activities, including but not limited to the 911 Rules.
 - (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 T-Mobile who perform, supervise, oversee, or manage the performance of, duties that relate to T-Mobile’s responsibilities under the Compliance Plan or the 911 Rules.

¹ 47 CFR §§ 4.9, 9.4, 9.10.

² 47 U.S.C. § 151 *et seq.*

- (j) “Effective Date” means the date by which both the Bureau and T-Mobile have signed the Consent Decree and the Bureau has released an Adopting Order.
- (k) “Investigation” means the investigation commenced by the Bureau in File No. EB-SED-20-00031733 regarding whether T-Mobile violated the 911 Rules.
- (l) “Operating Procedures” means the standard internal operating procedures and compliance policies established by T-Mobile to implement the Compliance Plan.
- (m) “Parties” means T-Mobile 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.
- (o) “T-Mobile” or “Company” means T-Mobile USA, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

II. BACKGROUND

3. Section 9.4 of the Commission’s rules states, “[a]ll telecommunications carriers shall transmit all 911 calls to a PSAP, to a designated statewide default answering point, or to an appropriate local emergency authority[.]”³ Section 9.10(b) requires commercial mobile radio service (CMRS) providers to “transmit all wireless 911 calls without respect to their call validation process to a Public Safety Answering Point.”⁴ Section 9.10(d) requires CMRS providers to “provide the telephone number of the originator of a 911 call and the location of the cell site or base station receiving a 911 call from any mobile handset accessing their systems to the designated Public Safety Answering Point.”⁵ Section 9.10(e) requires CMRS providers to “provide to the designated Public Safety Answering Point Phase II enhanced 911 service, i.e., the location of all 911 calls by longitude and latitude in conformance with Phase II accuracy requirements.”⁶ Section 4.9(e)(1)(v) of the Commission’s rules requires “wireless service providers,” in the event of an outage lasting 30 minutes or more that “potentially affects a 911 special facility,” to notify the designated official at the affected PSAP of the outage “as soon as possible” and to “convey to that person all available information that may be useful to the management of the affected facility in mitigating the effects of the outage on callers to that facility.”⁷

4. On June 15, 2020, at 12:33 pm Eastern Standard Time (EST),⁸ a 12 hour and 13 minute outage began that led to congestion across T-Mobile’s 4G, 3G and 2G networks, and caused (1) the complete failure of more than 23,000 911 calls,⁹ (2) more than 23,000 calls to 911 without location

³ 47 CFR § 9.4.

⁴ *Id.* § 9.10(b).

⁵ *Id.* § 9.10(d).

⁶ *Id.* § 9.10(e).

⁷ *Id.* § 4.9(e)(1)(v). A “wireless service provider” is defined as including “Commercial Mobile Radio Service communications providers that use cellular architecture[.]” *See id.* § 4.3(f).

⁸ All times are “EST” unless otherwise noted.

⁹ *See* June 15, 2020 T-Mobile Network Outage Report, A Report of the Public Safety and Homeland Security Bureau, Federal Communications Commission, PS Docket No. 20-183 at 16 (Oct. 22, 2020), *available at* <https://www.fcc.gov/document/fcc-issues-staff-report-t-mobile-outage-0> (PSSHB Report); *see also* Response to Letter of Inquiry, from Nancy J. Victory, DLA Piper LLP (US), Counsel for T-Mobile USA, Inc., to Marlene H. Dortch, Secretary, Federal Communications Commission, and supporting documents, at 26, Response to Inquiry 17.a. (Mar. 8, 2021) (on file in EB-SED-20-00031733) (LOI Response).

information made available,¹⁰ and (3) more than 20,000 calls to PSAPs without call back information made available.¹¹ Some calls fell into more than one of these categories; the numbers above cannot be summed to identify the total number of impacted calls. At 2:41 pm, T-Mobile initiated mass 911 outage notifications to the thousands of potentially affected PSAPs, which warned that delivery of location information may be affected.¹² The notifications also stated that “911 calls are still completing.”¹³ After the outage was resolved, a final notification was sent.¹⁴ The initial cause of the outage was the brief failure of a leased fiber transport link in the T-Mobile network.¹⁵ The outage revealed, and was compounded by, a temporary routing flaw in a single location¹⁶ and two previously undetected flaws in third-party software.¹⁷ Restoration was also impacted by a temporary failure of remote access to the affected transport link.¹⁸

5. On December 23, 2020, the Enforcement Bureau issued a Letter of Inquiry (LOI) to T-Mobile directing it to submit a sworn written response to a series of questions relating to the Outage.¹⁹ On March 31, 2021, April 12, 2021, May 11, 2021, May 26, 2021, and June 10, 2021, the Enforcement Bureau issued follow-up questions regarding the Outage.²⁰ T-Mobile timely responded to these inquiries.²¹

¹⁰ LOI Response at 31-32, Response to Inquiry 19.a.

¹¹ See Response to Letter of Inquiry, from Nancy J. Victory, DLA Piper LLP (US), Counsel for T-Mobile USA, Inc., to Marlene H. Dortch, Secretary, Federal Communications Commission, and supporting documents at 2, Response to Inquiry 1 (Apr. 30, 2021) (on file in EB-SED-20-00031733) (Follow-up LOI Response).

¹² PSHSB Report at 11; LOI Response at 29, Response to Inquiry 17.g. (“T-Mobile is notifying you that it is working to resolve a network degradation that may impact the delivery of location information to your PSAP(s).”).

¹³ PSHSB Report at 11.

¹⁴ PSHSB Report at 11-12.

¹⁵ See PSHSB Report at 7.

¹⁶ PSHSB Report at 6-7.

¹⁷ PSHSB Report at 8, 9.

¹⁸ PSHSB Report at 9.

¹⁹ Letter of Inquiry from Elizabeth Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to David Werblow, Vice-President Legal Affairs, T-Mobile USA, Inc. (Dec. 23, 2020) (on file in EB-SED-20-00031733).

²⁰ E-mail from Eric Ehrenreich, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Nancy J. Victory, DLA Piper LLP (US), Counsel for T-Mobile USA, Inc. (Mar. 31, 2021, 10:47 EDT); E-mail from Eric Ehrenreich, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Nancy J. Victory, DLA Piper LLP (US), Counsel for T-Mobile USA, Inc. (Apr. 12, 2021, 15:23 EDT); E-mail from Eric Ehrenreich, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Nancy J. Victory, DLA Piper LLP (US), Counsel for T-Mobile USA, Inc. (May 11, 2021, 13:58 EDT); E-mail from Eric Ehrenreich, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Nancy J. Victory, DLA Piper LLP (US), Counsel for T-Mobile USA, Inc. (May 26, 2021, 18:02 EDT); E-mail from Eric Ehrenreich, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Nancy J. Victory, DLA Piper LLP (US), Counsel for T-Mobile USA, Inc. (June 10, 2021, 09:54 EDT) (all on file in EB-SED-20-00031733).

²¹ See *supra* notes 9, 11; see also E-mail from Nancy J. Victory, DLA Piper LLP (US), Counsel for T-Mobile USA, Inc., to Eric Ehrenreich, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (Apr. 5, 2021, 10:44 EDT); E-mail from Nancy J. Victory, DLA Piper LLP (US), Counsel for T-Mobile USA, Inc., to Marlene Dortch, Secretary, FCC (May 21, 2021, 20:50 EDT); E-mail from Nancy J. Victory, DLA Piper LLP (US), Counsel for T-Mobile USA, Inc., to Marlene Dortch, Secretary, FCC (June 3, 2021, 17:25 EDT) (all on file in EB-SED-20-00031733).

6. T-Mobile and the Bureau subsequently engaged in settlement negotiations. To resolve this matter, T-Mobile and the Bureau 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.** T-Mobile 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, T-Mobile 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 T-Mobile concerning the matters that were the subject of the Investigation, or to set for hearing the question of T-Mobile'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.²²

11. **Admission.** The Parties agree for the purpose of this Consent Decree, that paragraphs 4 through 5 contain a true and accurate description of the facts underlying the Investigation.

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, T-Mobile shall designate a vice president with the requisite corporate and organizational authority, including budgetary authority, to serve as a Compliance Officer and to discharge the duties set forth below himself/herself, or through appropriate delegation of such duties. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that T-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 or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Commission's rules regarding 911 service reliability and outage notification.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, T-Mobile agrees that it shall, within the dates set out below, develop and implement a Compliance Plan designed to ensure future compliance with the Commission's rules regarding 911 service reliability and outage notification and with the terms and conditions of this Consent Decree. T-Mobile will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within one hundred and twenty (120) calendar days after the Effective Date, T-Mobile shall establish Operating Procedures that all Covered Employees must follow as relevant to their responsibilities to help ensure that T-Mobile complies with the Commission's rules regarding 911 service reliability and outage notification. T-Mobile's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Compliance Processes in paragraph 13(b) are met. T-Mobile shall also develop Compliance Checklists that describe the relevant steps that a Covered Employee must follow to

²² See 47 CFR § 1.93(b).

ensure compliance with the Commission's rules regarding 911 service reliability and outage notification.

- (b) **Compliance Processes.** T-Mobile shall develop and implement processes in the evolving 911 environment to (1) *Identify* risks that could result in disruptions to 911 service, (2) *Protect* against such risks, (3) *Detect* 911 outages, (4) *Respond* to such outages with remedial actions, including notification to potentially affected PSAPs, and (5) *Recover* from such outages on a timely basis. In this regard, T-Mobile shall:
- i. Develop and submit to the Commission within one hundred and twenty (120) calendar days of the Effective Date, and implement within one hundred and twenty (120) calendar days of the Effective Date, a plan to modify T-Mobile's PSAP notification system to ensure that:
 1. T-Mobile will notify potentially affected PSAP(s) after discovering a reportable outage (as defined in 47 CFR § 4.9(e)). This notice will be delivered to any official(s) who has been designated by the affected PSAP during the review process identified in paragraph 13(b)(i)(4) as the provider's contact person(s) for communications outages at that facility and convey to that official all available information that may be useful in mitigating the effects of the outage, including the information in subsections (a) through (j), below.
 - a. The name and contact information of the service provider offering the notification;
 - b. The name of the service provider(s) experiencing the outage;
 - c. The date and time when the incident began (including a notation of the relevant time zone);
 - d. The types of communications service(s) affected;
 - e. The geographic area affected by the outage;
 - f. A statement of the notifying service provider's expectations for how the outage may affect the PSAP (e.g., callback number, location data, or call failure);
 - g. Expected date and time of restoration, including a notation of the relevant time zone;
 - h. The best-known cause of the outage;
 - i. A telephone number, and e-mail address at which the notifying service provider can be reached for follow-up; and
 - j. A statement of whether the message is the notifying service provider's initial notification to the PSAP, an update to an initial notification, or a message intended to be the notifying service provider's final assessment of the outage.
 2. T-Mobile will follow up with the potentially affected PSAP(s) within two hours of making the initial outage notification with any additional material information about the outage or otherwise advise of no additional progress in resolving the outage. T-Mobile

shall provide this information, including the information specified in paragraph 13(b)(i)(1.a)-(1.j), to the same contact official(s) specified in that paragraph.

3. T-Mobile will transmit initial and follow-up PSAP notifications as described in paragraphs 13(b)(i)(1)-(2) above, by the method specified (*e.g.*, in writing via electronic means, by telephone, or by other means) in advance by the relevant PSAP.
 4. T-Mobile will, within one hundred and twenty (120) calendar days and at least annually thereafter, identify the PSAPs that it serves and review and update the contact information for each such PSAP to ensure the information remains current.
- ii. Within one hundred and twenty (120) calendar days of the Effective Date, review, update as necessary, and maintain a process to review and document the initial design and any material design changes for network routing weights between backhaul aggregation router devices as well as the capabilities of backhaul aggregation router devices to support call flow prior to planned integration of new backhaul aggregation router devices to ensure that network routing weights associated with newly integrated backhaul aggregation router devices will not prevent IP Multimedia Subsystem (IMS) core wireless network elements from delivering 911 calls during and immediately following the integration of the new backhaul aggregation router devices or link failure situations.
 - iii. Within one hundred and twenty (120) calendar days of the Effective Date, review, update as necessary, and maintain a test program to ensure that both new elements and major software upgrades to its IMS core wireless network elements used in the delivery of 911 calls are tested in a laboratory or other test environment that simulates the target network and load to the extent reasonably possible prior to the first application in the network. This program shall adhere to the following FCC *Communications Security, Reliability, and Interoperability Council (CSRIC)* best practices relating to testing of network elements and upgrades: 12-10-0559 (“Network Operators, Service Providers, and Public Safety should consider validating upgrades, new procedures and commands in a lab or other test environment that simulates the target network and load prior to the first application in the field.”); 12-10-0600 (“Network Operators and Service Providers should establish and document a process to plan, test, evaluate and implement major change activities in their network.”); 12-9-8035 (“Network Operators, Service Providers, and Public Safety should include steps to appropriately test all patches/fixes in a test environment prior to distribution into the production environment in their patch/fix policy and process guidelines.”). T-Mobile shall also provide the Commission with a report within one hundred and twenty (120) calendar days of the Effective Date detailing how its test program complies with the best practices identified in this paragraph.
 - iv. Within one hundred twenty (120) calendar days of the Effective Date, review, update as necessary, and maintain measures to detect disruptions in 911 service in dedicated 911 and other IMS core wireless network elements used to deliver 911 calls under its direct control, including without limitation disruptions in 911 service which may be caused by congestion

- resulting from multiple reregistration attempts, and develop and submit to the Commission a document setting forth the specific work T-Mobile has done to implement such measures.²³ The document will also address how T-Mobile has established processes for working with subcontractors or vendors when necessary to implement measures such as call counts and traffic measurements to bring 911 traffic disruptions to the timely attention of T-Mobile network operations center (NOC) personnel.
- v. Within one hundred and twenty (120) calendar days of the Effective Date, establish procedures to ensure that T-Mobile is able to record and retain all 911 call-related data that is displayed on its E911 PSAP and Network KPI Monitoring Tools, or the equivalent “dashboard”-type monitoring tools, for a period of thirty (30) calendar days, except in the case of a NORS reportable outage affecting 911 calling. When a NORS reportable outage affecting 911 calls occurs, then the data must be maintained for a one-year period.
 - vi. Within one hundred and twenty (120) calendar days of the Effective Date, review, update as necessary, and maintain procedures sufficient to make separate communications channels (e.g., out-of-band) available to the extent reasonably possible for network management to maintain connectivity to backhaul aggregation router devices in the presence of physical interface outages before scheduled work on backhaul aggregation router devices commences. In the event that such separate communications channels become unavailable, maintain procedures to ensure that all relevant personnel are promptly made aware of that unavailability and the effect of that unavailability in relation to any work done on the affected backhaul aggregation router device.
 - vii. All Reports required by this section shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, NE, Washington, DC 20554, via Eric.Ehrenreich@fcc.gov and EB-SED-Response@fcc.gov and to Chief, Cybersecurity and Communications Reliability Division, Public Safety and Homeland Security Bureau, 45 L Street, NE, Washington, DC 20554, via William.Kang@fcc.gov and James.Wiley@fcc.gov.
- (c) **Compliance Manual.** Within one hundred and twenty (120) 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 911 Rules and set forth the Operating Procedures that Covered Employees shall follow, to the extent relevant to their role in the company, to help ensure T-Mobile’s compliance with the 911 Rules. T-Mobile shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. T-Mobile shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (d) **Compliance Training Program.** T-Mobile shall establish and implement a Compliance Training Program on compliance with the 911 Rules and the Operating

²³ See, e.g., CSRIC Best Practice 12-9-0574 (“Network operators and service providers should actively monitor and manage 911 network components using network management controls, where available, to quickly restore 911 service and provide priority repair during network failure events”).

Procedures relevant to the Covered Employee's role in the company. As part of the Compliance Training Program, Covered Employees shall be advised of T-Mobile's obligation to report any noncompliance with the 911 Rules under paragraph 14 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All active Covered Employees shall be trained pursuant to the Compliance Training Program within one hundred and twenty (120) 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 ninety (90) calendar days after the date such person becomes a Covered Employee. T-Mobile 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.** T-Mobile shall report any material noncompliance 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 T-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 T-Mobile 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, 45 L Street, NE, Washington, DC 20554, via Eric.Ehrenreich@fcc.gov and EB-SED-Response@fcc.gov and to Deputy Division Chief, Cybersecurity and Communications Reliability Division, Public Safety and Homeland Security Bureau, 45 L Street, NE, Washington, DC 20554, via William.Kang@fcc.gov and James.Wiley@fcc.gov.

15. **Compliance Reports.** T-Mobile shall file compliance reports with the Commission one hundred and twenty (120) 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 T-Mobile's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the 911 Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of T-Mobile, stating that the Compliance Officer has personal knowledge that T-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 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.²⁴
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of T-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 T-Mobile has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial

²⁴ 47 CFR § 1.16.

actions will be taken; and (iii) the steps that T-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 electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, NE, Washington, DC 20554, via Eric.Ehrenreich@fcc.gov and EB-SED-Response@fcc.gov and to Deputy Division Chief, Cybersecurity and Communications Reliability Division, Public Safety and Homeland Security Bureau, 45 L Street, NE, Washington, DC 20554, via William.Kang@fcc.gov and James.Wiley@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 Act²⁵ against T-Mobile 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 T-Mobile with the Communications Laws.

18. **Settlement Payment.** T-Mobile will pay a settlement payment to the United States Treasury in the amount of Nineteen Million Five Hundred Thousand dollars (\$19,500,000) within thirty (30) calendar days of the Effective Date. T-Mobile acknowledges and agrees that upon execution of this Consent Decree, the Settlement Payment shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).²⁶ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. T-Mobile shall send electronic notification of payment to Eric.Ehrenreich@fcc.gov and EB-SED-Response@fcc.gov on the date said payment is made. Payment of the Settlement Payment must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),²⁷ or by wire transfer. The Commission no longer accepts Settlement Payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:²⁸

- 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).²⁹ For

²⁵ 47 U.S.C. § 208.

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

²⁷ Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

²⁸ 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.

²⁹ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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.

19. **Event of Default.** T-Mobile agrees that an Event of Default shall occur upon the failure by T-Mobile to pay the full amount of the Settlement Payment on or before the due date specified in this Consent Decree.

20. **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 Settlement Payment 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 Settlement Payment, 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 T-Mobile.

21. **Waivers.** As of the Effective Date, T-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. T-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 Consent Decree or the Adopting Order, neither T-Mobile nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and T-Mobile shall waive any statutory right to a trial *de novo*. T-Mobile hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act³⁰ relating to the matters addressed in this Consent Decree.

22. **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.

³⁰ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

23. **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.

24. **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 T-Mobile does not expressly consent) that provision will be superseded by such Rule or order.

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

26. **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 regarding any compliance or noncompliance with the requirements of the Communications Laws.

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

28. **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.

29. **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.

30. **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.

Rosemary C. Harold
Chief
Enforcement Bureau

Date

Kathleen O'Brien Ham
Senior Vice President, Government Affairs
T-Mobile USA, Inc.

Date