

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

In the Matter of)

Cellco Partnership d/b/a Verizon Wireless)

) File No.: EB-SED-21-00031761
) CD Acct. No.: 202232100014
) FRN: 0003290673
)
)

ORDER

Adopted: December 17, 2021

Released: December 17, 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 a service-wide network outage experienced by Cellco Partnership d/b/a Verizon Wireless (Verizon) in May 2020 that resulted in failed calls to 911. Congress has made emergency communication services a national priority, and the Commission has repeatedly emphasized that robust and reliable 911 service must be available nationwide. It is therefore incumbent upon the Commission to ensure that telecommunications carriers provide reliable 911 service at all times. To settle this matter, Verizon will implement a compliance plan and pay a \$274,000 civil penalty.

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 Verizon’s compliance with sections 9.4 and 9.10(b) 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 Verizon’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 Act³ 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 §§ 9.4, 9.10(b).

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 email to David Haga, Associate General Counsel, Cellco Partnership d/b/a Verizon Wireless.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

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Cellco Partnership d/b/a Verizon Wireless)
File No.: EB-SED-21-00031761
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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Cellco Partnership d/b/a Verizon Wireless ("Verizon"), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether Verizon violated sections 9.4 and 9.10(b) of the Commission's rules in connection with 911 failed calls during the network outage experienced by the Company on May 7, 2020. To resolve this matter, Verizon agrees to the terms and conditions below, including to implement a compliance plan and pay a settlement amount of \$274,000.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) "911 Rules" means sections 9.4 and 9.10(b) of the Rules1 and other Communications Laws governing the delivery of 911 calls to Public Safety Answering Points (PSAPs).
(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 202232100014, 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 Verizon 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 Verizon who perform, supervise, oversee, or manage the performance of, duties that relate to Verizon's responsibilities under the 911 Rules.

1 47 CFR §§ 9.4, 9.10(b).

2 47 U.S.C. § 151, et seq.

- (j) “Covered Transaction” means any acquisition by Verizon or Verizon Communications, Inc. of another company’s stock, membership interest, or other ownership interest for purposes of integrating all or a portion of that company’s circuits, fiber, or other network assets into Verizon’s own network that involves or affects the transmission or routing of 911 calls. A Covered Transaction shall be considered completed as of the consummation date agreed to by the parties.
- (k) “Effective Date” means the date by which both the Bureau and Verizon have signed the Consent Decree and the Bureau has released an Adopting Order.
- (l) “Investigation” means the investigation commenced by the Bureau in File No. EB-SED-21-00031761 regarding whether Verizon violated the 911 Rules.
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Verizon to implement the Compliance Plan.
- (n) “Parties” means Verizon and the Bureau, each of which is a “Party.”
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (p) “Verizon” or “Company” means Cellco Partnership d/b/a Verizon Wireless and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest .

II. BACKGROUND

3. Section 9.4 of the Commission’s rules states, “All telecommunications carriers shall transmit all 911 calls to a PSAP [public safety answering point], to a designated statewide default answering point, or to an appropriate local emergency authority as set forth in section 9.5.”³ In addition, 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

4. In the early morning of May 7, 2020, Verizon experienced a network outage (Outage) affecting call traffic in ten states. The Outage was the result of disruptions in two wireline networks, one belonging to a third-party and one to a Verizon-affiliated provider. Although these networks ordinarily provided redundant paths for SS7 traffic, while the third-party network was experiencing an outage, the affiliated network also went out of service for maintenance. This resulted in calls using SS7 transport to fail for a total of one hour and 57 minutes. Among the calls that failed were 911 calls originating from Verizon’s network.

5. On January 11, 2021, the Enforcement Bureau issued a Letter of Inquiry (LOI) to Verizon directing it to submit a sworn written response to a series of questions relating to the Outage.⁵ On March 1, 2021, the Enforcement Bureau issued follow-up questions regarding the Outage.⁶ Verizon timely responded to both the LOI and follow-up inquiries.⁷

³ 47 CFR § 9.4.

⁴ *Id.* § 9.10(b).

⁵ Letter of Inquiry from Elizabeth Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Verizon Wireless (Jan. 11, 2021) (on file in EB-SED-21-00031761).

⁶ E-mail from Mark DeSantis, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to David Haga, Associate General Counsel, Verizon (Mar. 1, 2021 15:37 EDT) (on file in EB-SED-21-00031761).

⁷ Response to Letter of Inquiry from David Haga, Associate General Counsel, Verizon, to Mark DeSantis, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (Feb. 8, 2021) (on file in EB-SED-21-00031761); Response to Letter of Inquiry from David Haga, Associate General Counsel, Verizon, to Elizabeth Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau (Mar. 8, 2021) (on file in EB-SED-21-00031761).

6. Verizon and the Bureau subsequently engaged in settlement negotiations. To resolve this matter, Verizon 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.** Verizon 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.** 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, Verizon 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 Verizon concerning the matters that were the subject of the Investigation, or to set for hearing the question of Verizon'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.⁸

11. **Admission.** The Parties agree for the purpose of this Consent Decree, and in express reliance on the provisions of paragraph 10 herein, that paragraph 4 contains a true and accurate description of the facts underlying the Investigation.

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Verizon 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 Verizon 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 911 Rules prior to assuming his/her duties.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, Verizon 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 911 Rules and with the terms and conditions of this Consent Decree. With respect to the 911 Rules, Verizon will implement, at a minimum, the following procedures:

(a) **Operating Procedures.**

- i. Within sixty (60) calendar days after the Effective Date, Verizon shall review and improve or develop, where necessary, internal processes or internal systems to reference and track planned maintenance activities on any paths carrying 911 calls that are owned or operated by Verizon to identify potentially disruptive planned maintenance to redundant paths carrying 911 calls due to multiple paths being out of service simultaneously. Verizon also shall review and improve or develop, where necessary, processes under which owners/lessors of paths leased by Verizon will notify

⁸ See 47 CFR § 1.93(b).

Verizon of planned maintenance activities on any paths carrying 911 calls so that Verizon may reference and track such activities.

1. These internal processes should be designed to ensure Verizon will not voluntarily take down or allow any affiliated provider to take down a circuit, switch, trunk, or other equipment within its direct control if it will disrupt the only available call path for 911 calls.
 2. Verizon's internal process must also include measures to timely detect both planned and unplanned disruptions in network facilities under its direct control and promptly review the status of redundant paths or circuits connected to or associated with those network facilities. Within one hundred twenty (120) calendar days, Verizon shall develop and submit to the Commission a roadmap with specific objectives and timelines for implementing such measures. The roadmap will address the methods and procedures that Verizon uses to work with any subcontractors, vendors, or affiliates when necessary to implement notification measures to bring future outages to the timely attention of the Verizon Data Service Operations Network Monitoring Center and/or any other relevant Verizon employees or groups. The roadmap will also include an internal notification process or notification system that shall ensure Verizon is aware when maintenance is planned on circuits that are intended as redundant paths for other circuits with sufficient notice to allow Verizon to review the status of the primary circuit and take appropriate action to prevent an outage.
- ii. Within one hundred twenty (120) calendar days after completing a Covered Transaction, Verizon shall (1) have processes and procedures in place to have visibility into the acquired company's inventory, change management, and any other relevant systems and otherwise account for and support the change management activities of the acquired company and (2) ensure that audits are performed of its own inventory and change management systems and any separate inventory and change management systems maintained by the acquired company to ensure that all acquired circuits are properly documented and labeled so that the acquired circuits will be identified and included in any change requests when they are impacted by maintenance activities.
 - iii. Within sixty (60) calendar days after the Effective Date, Verizon shall establish Operating Procedures that all Covered Employees must follow to ensure Verizon's compliance with the 911 Rules.
- (b) **Compliance Processes.** Within thirty (30) calendar days after the Effective Date and every ninety (90) calendar days thereafter until the termination of this Consent Decree, Verizon shall submit electronically to the Commission at EB-SED-Response@fcc.gov, William.kang@fcc.gov, and Jerome.stanshine@fcc.gov a list of Covered Transactions that have taken place during that period and actions taken consistent with the above-requirements to ensure that the acquired company's inventory, change management, and any other relevant systems have been integrated with or otherwise supported by Verizon's own systems and any acquired circuits have been properly documented and labeled.
- (c) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the 911 Rules and set

forth the Operating Procedures that Covered Employees shall follow to help ensure Verizon's compliance with the 911 Rules. The Compliance Manual shall also explain the Compliance Processes so that Covered Employees are able to timely comply with them. Verizon shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Verizon shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.

- (d) **Compliance Training Program.** Verizon shall establish and implement a Compliance Training Program on compliance with the 911 Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Verizon'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. The Compliance Training Program shall be established within sixty (60) calendar days after the Effective Date. All Covered Employees shall be required to 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 required to be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Verizon 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.** Verizon shall report any material noncompliance with the 911 Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance, (ii) the steps that Verizon 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 Verizon 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 Mark.DeSantis@fcc.gov and EB-SED-Response@fcc.gov.

15. **Compliance Reports.** Verizon 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 Verizon'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 Verizon, stating that the Compliance Officer has personal knowledge that Verizon: (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.⁹

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Verizon, 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 Verizon 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 Verizon 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 Mark.DeSantis@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 Act¹⁰ against Verizon 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 Verizon with the Communications Laws.

18. **Settlement Amount.** Verizon will pay a settlement amount to the United States Treasury in the amount of Two Hundred Seventy Four Thousand Dollars (\$274,000) (the "Settlement Amount") within thirty (30) calendar days of the Effective Date. Verizon acknowledges and agrees that upon execution of this Consent Decree, the Settlement Amount shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).¹¹ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Verizon shall send electronic notification of payment to Mark.DeSantis@fcc.gov and EB-SED-Response@fcc.gov on the date said payment is made. Payment of the Settlement Amount must be made by credit card, ACH (Automated Clearing House) debit from a bank account, or by wire transfer using the Commission's Registration System (the Commission's FRN Management and Financial system).¹² Below are instructions that payors should follow based on the form of payment selected:¹³

- 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.¹⁴ Failure to provide all required information in Form 159 may result in payment not being recognized

⁹ 47 CFR § 1.16.

¹⁰ 47 U.S.C. § 208.

¹¹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹² Payments made using CORES do not require the submission of an FCC Form 159.

¹³ 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.

¹⁴ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

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).¹⁵ 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 Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find 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., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/paymentFrnLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find 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., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, 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.** Verizon agrees that an Event of Default shall occur upon the failure by Verizon to pay the full amount of the Settlement Amount 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 Amount 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 Amount, 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 Verizon.

21. **Waivers.** As of the Effective Date, Verizon 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. Verizon 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 Verizon nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Verizon shall waive any statutory right to a trial *de novo*.

¹⁵ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

Verizon 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.

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.

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

25. **Successors and Assigns.** Verizon 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.

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.

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

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

Chris M. Miller
Senior Vice President & Deputy General Counsel
Verizon

Date