

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

In the Matter of )

Liberty Mobile USVI, Inc. )

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File No.: EB-SED-21-00033052  
CD Acct. No.: 202232100018  
FRN: 0004499034

**ORDER**

**Adopted: June 2, 2022**

**Released: June 2, 2022**

By the Acting Chief, Enforcement Bureau:

1. The Enforcement Bureau of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether Liberty Mobile USVI, Inc. (Liberty) failed to report in a timely manner to the Commission an outage it experienced on its wireless network on May 10, 2021, in St. Croix, U.S. Virgin Islands. The Commission’s outage reporting rules require communications providers to report certain disruptions to their networks to the Commission, providing the Commission with the means to analyze trends in network disruptions, collaborate with providers to address network vulnerabilities, and formulate policies to improve network resilience. To settle this matter, Liberty admits that it violated the Commission’s network outage reporting rules, agrees to pay a \$48,000 civil penalty, and agrees to implement a three-year compliance plan to ensure future compliance.

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 Liberty’s compliance with the Commission’s network outage reporting rules, including sections 4.9 and 4.11 of the Commission’s rules.<sup>1</sup>

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

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act<sup>3</sup> and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules,<sup>4</sup> the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**.

<sup>1</sup> 47 CFR §§ 4.9, 4.11.

<sup>2</sup> See 47 CFR § 1.93(b).

<sup>3</sup> 47 U.S.C. § 154(i).

<sup>4</sup> 47 CFR §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Carla Framil Ferran, General Counsel, Liberty Mobile USVI, Inc., 279 Ponce De Leon Avenue, San Juan, Puerto Rico, 00918, and to Danielle Frappier, Esq., Davis Wright Tremaine LLP, 1301 K St, NW, Suite 500 East, Washington, DC 20005.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal  
Acting Chief  
Enforcement Bureau

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**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission and Liberty Mobile USVI, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Liberty violated sections 4.9 and 4.11 of the Commission’s rules in connection with a disruption to Liberty’s network that it failed to report in a timely manner.<sup>1</sup> To resolve this matter, Liberty admits that it violated the network outage reporting requirements set forth in the Commission’s rules, agrees to pay a \$48,000 civil penalty, and agrees to implement a three-year compliance plan to ensure future compliance.

**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.<sup>2</sup>
  - (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) “CD Acct No.” means account number 202232100018, associated with payment obligations described in paragraph 19 of this Consent Decree.
  - (e) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
  - (f) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Liberty is subject by virtue of its business activities, including but not limited to the Network Outage Reporting Rules.
  - (g) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 14.
  - (h) “Covered Employees” means all employees and agents of Liberty who perform, supervise, oversee, or manage the performance of, duties that relate to Liberty’s responsibilities under the Communications Laws, including the Network Outage Reporting Rules.
  - (i) “Effective Date” means the date by which both the Bureau and Liberty have signed the Consent Decree and the Bureau has released an Adopting Order.

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<sup>1</sup> 47 CFR §§ 4.9, 4.11.

<sup>2</sup> 47 U.S.C. § 151 *et seq.*

- (j) “Investigation” means the investigation commenced by the Bureau in File No. EB-SED-21-00033052 regarding whether Liberty violated the Network Outage Reporting Rules.
- (k) “Liberty” or “Company” means Liberty Mobile USVI, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (l) “Network Outage Reporting Rules” means part 4 of the Rules, including sections 4.9 and 4.11 of the Rules, and other Communications Laws governing the reporting of network outages.
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Liberty to implement the Compliance Plan.
- (n) “Parties” means Liberty 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.

## II. BACKGROUND

3. Under section 4.9(e)(1) of the Rules,<sup>3</sup> a wireless service provider must report to the Commission outages of at least 30 minutes duration: (i) that is of a Mobile Switching Center; (ii) that potentially affects at least 900,000 user minutes of either telephony and associated data service or paging service;<sup>4</sup> (iii) that affects at least 667 Optical Carrier-level 3 (OC3) minutes;<sup>5</sup> (iv) that potentially affects any special offices and facilities other than airports through direct service facility agreements;<sup>6</sup> or (v) that potentially affects a 911 special facility.<sup>7</sup> Wireless service providers must report such outages electronically to the Commission in three separate filings: (i) a notification (Notification) within 120 minutes of discovery; (ii) an Initial Communications Outage Report (Initial Report) within 72 hours of discovery; and (iii) a Final Communications Outage Report (Final Report) within 30 days of discovery.<sup>8</sup> The Notification, Initial Report, and Final Report must contain specific information regarding the outage, services affected, and communications provider.<sup>9</sup> These outage reporting rules, among other things,

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<sup>3</sup> 47 CFR § 4.9(e)(1).

<sup>4</sup> “User minutes” are defined as “[a]ssigned telephone number minutes . . . for telephony, including non-mobile interconnected VoIP telephony, and for those paging networks in which each individual user is assigned a telephone number” or “the mathematical result of multiplying the duration of an outage, expressed in minutes, by the number of end users potentially affected by the outage, for all other forms of communications.” 47 CFR § 4.7(e).

<sup>5</sup> “OC3 minutes” are defined as “the mathematical result of multiplying the duration of an outage, expressed in minutes, by the number of previously operating OC3 circuits or their equivalents that were affected by the outage.” *Id.* § 4.7(d).

<sup>6</sup> “Special offices and facilities” are entities enrolled in the Telecommunications Service Priority (TSP) Program at Levels 1 and 2, and may include major military installations, key government facilities, nuclear power plants, and certain airports. *Id.* § 4.5(b).

<sup>7</sup> An outage that potentially affects a 911 special facility occurs whenever: (1) there is a loss of communications to Public Safety Answering Points (PSAPs) potentially affecting at least 900,000 user-minutes; (2) there is a loss of 911 call processing capabilities in one or more E-911 tandems/selective routers for at least 30 minutes duration; (3) one or more end-office or mobile switching center switches or host/remote clusters is isolated from 911 service for at least 30 minutes and potentially affects at least 900,000 user-minutes; or (4) there is a loss of ANI/ALI (associated name and location information) and/or a failure of location determination equipment for at least 30 minutes and potentially affecting at least 900,000 user-minutes. *See id.* § 4.5(e).

<sup>8</sup> *See id.* § 4.9(e)(1), (4).

<sup>9</sup> *See id.* § 4.11.

enable the Commission to analyze trends in network disruptions, collaborate with providers to address network vulnerabilities, and formulate policies to improve network resilience.<sup>10</sup>

4. Liberty is a wireless service provider.<sup>11</sup> On May 10, 2021, Liberty experienced an outage (Outage) on its wireless network in St. Croix, U.S. Virgin Islands.<sup>12</sup> The Outage took place when a contractor performing excavation work on behalf of a third party inadvertently cut a fiber optic cable.<sup>13</sup>

5. On May 17, 2021, Liberty provided the Commission's Public Safety and Homeland Security Bureau (PSHSB) with details about the Outage.<sup>14</sup> On May 19, 2021, after reviewing details about the Outage provided by the Company, PSHSB advised Liberty that the Outage may be reportable under the Rules and gave instructions on submitting reports in the Commission's Network Outage Reporting System (NORS).<sup>15</sup> Liberty then submitted a late Notification and a late Initial Report, both on June 1, 2021.<sup>16</sup> The Company timely submitted the Final Report in NORS on June 2, 2021.<sup>17</sup> PSHSB subsequently referred this matter to the Bureau for investigation.

6. On December 1, 2021, the Bureau issued a Letter of Inquiry (LOI) to the Company directing it to submit a sworn written response to a series of questions relating to the Outage.<sup>18</sup> Liberty timely responded to the LOI on January 31, 2022.<sup>19</sup> In its response to the LOI, Liberty acknowledged that it holds the sole responsibility under the Network Outage Reporting Rules to file any required reports with respect to its network and its subscribers.<sup>20</sup>

7. Liberty and the Bureau subsequently engaged in settlement negotiations. To settle this matter, the Company and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

### III. TERMS OF AGREEMENT

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

9. **Jurisdiction.** Liberty 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.

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<sup>10</sup> *Amendments to Part 4 of the Commission's Rules Concerning Disruptions to Communications*, Report and Order, Further Notice of Proposed Rulemaking, and Order on Reconsideration, PS Docket Nos. 15-80, 11-82, 31 FCC Rcd 5817, 5820-21, para. 8 (2016).

<sup>11</sup> Response to Letter of Inquiry, from Danielle Frappier, Davis Wright Tremaine LLP, Counsel to Liberty Mobile USVI Inc., to Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, at 3, Response to Inquiry 8 (Jan. 31, 2022) (on file in EB-SED-21-00033052) (LOI Response).

<sup>12</sup> *Id.* at 4, Response to Inquiry 9(a).

<sup>13</sup> *Id.*

<sup>14</sup> E-mail from Jose Arias-Lopez, Director, RAN Construction, Liberty Mobile USVI Inc., to Michael Caiafa, Telecommunications Specialist, Cybersecurity and Communications Reliability Division, FCC Public Safety and Homeland Security Bureau (May 17, 2021, 11:34 EDT) (on file in EB-SED-21-00033052).

<sup>15</sup> E-mail from Michael Caiafa, Telecommunications Specialist, Cybersecurity and Communications Reliability Division, FCC Public Safety and Homeland Security Bureau, to Wanda Perez, Government Affairs Counsel, Liberty Mobile USVI Inc. (May 19, 2021, 10:18 EDT) (on file in EB-SED-21-00033052).

<sup>16</sup> See NORS Report File No. ON-00236818.

<sup>17</sup> *Id.*

<sup>18</sup> Letter of Inquiry from Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Luis B. Mendez del Nido, Liberty Mobile USVI Inc. (Dec. 1, 2021) (on file in EB-SED-21-00033052).

<sup>19</sup> See generally LOI Response.

<sup>20</sup> LOI Response at 5, Response to Inquiry 9(c).

10. **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.

11. **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, Liberty 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 Liberty concerning the matters that were the subject of the Investigation, or to set for hearing the question of Liberty'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.<sup>21</sup>

12. **Admission of Liability.** Liberty admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 11 herein, that its actions described in paragraphs 4 and 5 violated the Network Outage Reporting Rules.

13. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Liberty 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 Liberty 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 Network Outage Reporting Rules prior to assuming his/her duties.

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

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Liberty shall establish Operating Procedures that all Covered Employees must follow to help ensure Liberty's compliance with the Network Outage Reporting Rules. Liberty's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Liberty performs its own determinations of whether a network outage is reportable and reports outages in a timely manner pursuant to section 4.9 of the Rules and other applicable Rules. Liberty shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Network Outage Reporting Rules.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Network Outage Reporting Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Liberty's compliance with the Network Outage Reporting Rules. Liberty shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Liberty shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Liberty shall establish and implement a Compliance Training Program on compliance with the Network Outage Reporting

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<sup>21</sup> See 47 CFR § 1.93(b).

Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Liberty's obligation to report any noncompliance with the Network Outage Reporting Rules under paragraph 15 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. Liberty 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.

15. **Reporting Noncompliance.** Liberty shall report any noncompliance with the Network Outage Reporting 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 Liberty 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 Liberty has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov), with a copy submitted electronically to [mark.desantis@fcc.gov](mailto:mark.desantis@fcc.gov).

16. **Compliance Reports.** Liberty 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 Liberty's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Network Outage Reporting Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Liberty, stating that the Compliance Officer has personal knowledge that Liberty: (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 15 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.<sup>22</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Liberty, 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 Liberty 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 Liberty has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov), with a copy submitted electronically to [mark.desantis@fcc.gov](mailto:mark.desantis@fcc.gov).

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<sup>22</sup> 47 CFR § 1.16.

17. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 13 through 16 through of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

18. **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 Act<sup>23</sup> against Liberty 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 Liberty with the Communications Laws.

19. **Civil Penalty.** Liberty will pay a civil penalty to the United States Treasury in the amount of Forty Eight Thousand Dollars (\$48,000) within thirty (30) calendar days of the Effective Date. Liberty 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).<sup>24</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Liberty shall send electronic notification of payment to [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov), with a copy to [mark.desantis@fcc.gov](mailto:mark.desantis@fcc.gov) on the date said payment is made. Payment of the Civil Penalty 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).<sup>25</sup> 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:<sup>26</sup>

- 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](mailto:RROGWireFaxes@fcc.gov) on the same business day the wire transfer is initiated.<sup>27</sup> 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).<sup>28</sup> 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.

<sup>23</sup> 47 U.S.C. § 208.

<sup>24</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>25</sup> Payments made using CORES do not require the submission of an FCC Form 159.

<sup>26</sup> 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](mailto:ARINQUIRIES@fcc.gov).

<sup>27</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

<sup>28</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.



- 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.

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

21. **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 Liberty.

22. **Waivers.** As of the Effective Date, Liberty 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. Liberty 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 Liberty nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Liberty shall waive any statutory right to a trial *de novo*. Liberty hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>29</sup> relating to the matters addressed in this Consent Decree.

23. **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.

24. **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.

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

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

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<sup>29</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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

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

29. **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.

30. **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.

31. **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.

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Loyaan A. Egal  
Acting Chief  
Enforcement Bureau

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Date

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Carla Framil Ferran  
General Counsel  
Liberty Mobile USVI, Inc.

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Date