

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

In the Matter of )  
 )  
Shenandoah Telecommunications Company )  
 )  
 )  
 )  
 )  
 )

File No.: EB-SED-22-00034239  
CD Acct. No.: 202332100008  
FRN: 0002064145

ORDER

Adopted: April 24, 2023

Released: April 24, 2023

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 Shenandoah Telecommunications Company (Shentel) failed to deliver 911 calls during a 911 outage between April 6, 2022, and April 22, 2022, in four West Virginia counties. As Congress and the Commission have found, robust and reliable 911 service is a critical national priority, as those calling first responders must be able to rely on their calls being completed. It is therefore incumbent upon the Commission to ensure that reliable 911 service is available at all times. To settle this matter, Shentel will implement a compliance plan and pay a \$227,200 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 Shentel’s compliance with the Commission’s 911 rules, including section 9.11 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 Shentel’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) Communications Act of 1934, as amended (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** in accordance with the terms of the attached Consent Decree.

---

<sup>1</sup> 47 CFR § 9.11.  
<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 Mr. Christopher E. French, President and Chief Executive Officer, Shenandoah Cable Television, LLC, 500 Shentel Way, Edinburg, Virginia 22824, and to K.C. Halm, Esq., Counsel for Shenandoah Telecommunications Company, Davis Wright Tremaine LLP, 1300 K Street, NW, Suite 500 East, Washington, D.C. 20005.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal  
Chief  
Enforcement Bureau

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

In the Matter of )
Shenandoah Telecommunications Company ) File No.: EB-SED-22-00034239
) CD Acct. No.: 202332100008
) FRN: 0002064145
)
)

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Shenandoah Telecommunications Company, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Shentel violated section 9.11 of the Commission’s rules in connection with disrupted 911 calls between April 6, 2022, and April 22, 2022, in four West Virginia counties. The disrupted 911 calls had one-way audio, meaning that the public safety answering point operators could not hear the 911 callers. To resolve this matter, Shentel agrees to the terms and conditions below, including the implementation of a compliance plan and payment of a \$227,200 civil penalty.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “911 Rules” means sections 4.5, 4.7, and 9.11(b) of the Rules,1 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 202332100008, associated with payment obligations described in paragraph 17 of this Consent Decree.
(f) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
(g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Shentel 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 12.

1 47 CFR §§ 4.5, 4.7, 9.11(b).

2 47 U.S.C. § 151 et seq.

- (i) “Covered Employees” means all employees and agents of Shentel who perform, supervise, oversee, or manage the performance of, duties that relate to Shentel’s responsibilities under the Communications Laws, including the 911 Rules.
- (j) “Effective Date” means the date by which both the Bureau and Shentel 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-22-00034239 regarding whether Shentel violated the 911 Rules.
- (l) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Shentel to implement the Compliance Plan.
- (m) “Parties” means Shentel 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) “Shentel” or “Company” means Shenandoah Telecommunications Company and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

## II. BACKGROUND

3. Section 9.11(b)(2)(ii) requires interconnected Voice over Internet Protocol (VoIP) service providers to transmit “[a]ll 911 calls” to public safety answering points (PSAPs).<sup>3</sup> On April 6, 2022, Shentel experienced a disruption of 911 service in Boone, Wyoming, Lewis, and McDowell Counties in West Virginia where Shentel provided interconnected VoIP service.<sup>4</sup> The disruption began during Shentel’s implementation of planned and concurrent upgrades to its network. Shentel was replacing Session Border Controllers (SBCs) and also transitioning customers to a new 911 routing service. The 911 routing service transition occurred before replacement of the SBCs was completed. Subscribers whose interconnected VoIP service transitioned to the new 911 routing service, but whose service had not already transitioned from the old SBCs to the new SBCs, experienced one-way audio during 911 calls. However, the Automatic Number Information (ANI)<sup>5</sup> and Automatic Location Information (ALI)<sup>6</sup> were delivered to the PSAPs. The new 911 routing service could not route the callers’ voice signals to the PSAPs without the new SBCs in place, and, in the West Virginia counties of Boone, Wyoming, Lewis, and McDowell, the audio signal on 911 calls was limited. Because of how the new 911 routing service integrated with the old SBCs, the calls were connected with one-way audio only, and the 911 callers’ audio was not transmitted to the PSAPs. The PSAP operators could not hear the callers, but the callers could hear the PSAP operators.<sup>7</sup> Because ANI/ALI were delivered, the PSAP operators were able to affirmatively place return calls to communicate with the 911 callers. The disruption of 911 service was resolved on April 22, 2022.<sup>8</sup>

4. On September 15, 2022, the Bureau issued a Letter of Inquiry (LOI) to Shentel directing it to submit a sworn written response relating to disruption of 911 service in April 2022, and the Bureau

---

<sup>3</sup> 47 CFR. § 9.11(b)(2)(ii).

<sup>4</sup> Response to Letter of Inquiry from K.C. Halm, Counsel to Shenandoah Telecommunications Company, Davis Wright Tremaine LLP, to Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau at 4, 5, 8 (Oct. 19, 2022) (on file in EB-SED-22-00034239) (LOI Response).

<sup>5</sup> See 47 CFR § 9.3.

<sup>6</sup> *Id.*

<sup>7</sup> LOI Response at 4, 5, 8.

<sup>8</sup> *Id.* at 8, Response to Inquiry 11.i.

issued follow-up questions on November 4, 2022, and December 8, 2022.<sup>9</sup> Shentel timely responded to each of the Bureau's inquiries.<sup>10</sup>

5. Shentel and the Bureau subsequently engaged in settlement negotiations. To resolve this matter, the Company and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

### III. TERMS OF AGREEMENT

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

7. **Jurisdiction.** Shentel 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.

8. **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.

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

10. **Admission.** Shentel admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 9 herein, that paragraph 3 contains a true and accurate description of facts underlying the Investigation.

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Shentel 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 Shentel 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

---

<sup>9</sup> Letter of Inquiry from Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Christopher E. French, President and Chief Executive Officer, Shenandoah Telecommunications Company and K.C. Halm, Counsel to Shenandoah Telecommunications Company, Davis Wright Tremaine LLP (Sept. 15, 2022) (on file in EB-SED-22-00034239); E-mail from Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to K.C. Halm, Counsel to Shenandoah Telecommunications Company, Davis Wright Tremaine LLP, (Nov. 4, 2022 11:25 EDT) (on file in EB-SED-22-00034239); E-mail from Matthew Gibson, Deputy Chief, Spectrum Enforcement Division, FCC Enforcement Bureau to K.C. Halm, Counsel to Shenandoah Telecommunications Company, Davis Wright Tremaine LLP, (Dec. 8, 2022 16:24 EST) (on file in EB-SED-22-00034239).

<sup>10</sup> LOI Response; Response to Supplemental Letter of Inquiry from K.C. Halm, Counsel to Shenandoah Telecommunications Company, Davis Wright Tremaine LLP, to Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau (Nov. 18, 2022) (on file in EB-SED-22-00034239); Response to Supplemental Letter of Inquiry from K.C. Halm, Counsel to Shenandoah Telecommunications Company, Davis Wright Tremaine LLP, to Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau (Dec. 14, 2022) (on file in EB-SED-22-00034239).

<sup>11</sup> See 47 CFR § 1.93(b).

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.

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

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Shentel shall establish Operating Procedures that all Covered Employees must follow to help ensure Shentel's compliance with the 911 Rules. The Operating Procedures shall include, but are not limited to, the following:
  - i. **Develop and Improve Upon 911 Processes.** Shentel shall develop and implement, or where processes already exist, improve upon, 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 when they occur; (4) *Respond* to such outages with remedial actions; and (5) *Recover* from such outages as soon as practicable.
  - ii. **Develop Compliance Checklist.** Shentel shall develop a compliance checklist that describes the steps that a Covered Employee must follow to ensure compliance with the 911 Rules.
  - iii. **Implement Best Practices Relating to Testing Network Elements and Upgrades.** Shentel shall establish and implement Operating Procedures (including, as necessary, reviewing and revising any existing procedures) to ensure that all planned maintenance activities, network upgrades, and network updates, (including all phases of such maintenance, upgrades, and updates) are tested in a laboratory or other test environment that simulates the target network and load (including, as applicable, interim operating states) prior to the first application in the network. Shentel shall do so in a manner consistent with any applicable FCC *Communications Security, Reliability, and Interoperability Council* (CSRIC) best practices, relating to testing of network elements and upgrades. These Operating Procedures shall, at a minimum, adhere to the following CSRIC best practices, and any future revisions thereto, relating to testing of network elements and upgrades: 13-10-0559 ("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") and 13-10-0600 ("Network Operators and Service Providers should establish and document a process to plan, test, evaluate and implement major change activities in their network").
  - iv. **Implement Best Practices to Manage 911 Disruptions.** Shentel shall establish and implement Operating Procedures (including, as necessary, reviewing and revising any existing procedures) for developing, implementing, testing, evaluating, and updating plans for managing 911 disruptions. These Operating Procedures shall adhere to the following CSRIC best practice, and any future revision to this best practice, relating to the testing and updating of plans for management of 911 disruptions: 13-9-0579 ("Network Operators, Service Providers, and Public Safety should routinely team to develop, implement, test, evaluate and update, as needed, plans for managing 9-1-1 disruptions (e.g., share

information about network and system security and reliability where appropriate”).

- v. **Implement Best Practices for 911 Network Components.** Shentel shall establish and implement Operating Procedures (including, as necessary, reviewing and revising any existing procedures) for actively monitoring and managing the 911 network components using network management controls, where available, to quickly restore 911 service and provide priority repair during network failure events. These Operating Procedures shall adhere to the following CSRIC best practice, and any future revision to this best practice, relating to monitoring and managing the 911 network components using network management controls, to quickly restore 911 service and provide priority repair during network failure events: 13-9-0574 (“Network Operators, Service Providers, and Public Safety should actively monitor and manage the 9-1-1 network components using network management controls, where available, to quickly restore 9-1-1 service and provide priority repair during network failure events. When multiple interconnecting providers and vendors are involved, they will need to cooperate to provide end-to-end analysis of complex call-handling problems”).
  - vi. **Review and Implement New or Revised Best Practices.** Within thirty (30) calendar days of the release by CSRIC of any new best practices relating to the testing of network upgrades and network updates, Shentel shall incorporate, where feasible, such new best practices into the Operating Procedures and shall establish a timeline for their incorporation into its test program.
  - vii. **Review and Update Shentel’s NORS Procedures.** Shentel shall establish and implement Operating Procedures (including, as necessary, reviewing and revising any existing procedures) regarding the Commission’s Network Outage Reporting System (NORS) and 911 special facility reporting criteria are met under the 911 Rules. Such training shall specifically include instruction on the method of calculating “user minutes” under section 4.7 of the 911 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 911 Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Shentel’s compliance with the 911 Rules and this Consent Decree. Shentel shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Shentel shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Shentel 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 Shentel’s obligation to report any noncompliance with the 911 Rules under paragraph 13 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. Shentel 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. Such Compliance Training Program shall include requirements that applicable Covered Employees possess and maintain network certifications from the network equipment manufacturers, if available, for equipment used in Shentel's network to transport 911 calls.

13. **Reporting Noncompliance.** Shentel shall report any 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 Shentel 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 Shentel 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, via [Kathy.Harvey@fcc.gov](mailto:Kathy.Harvey@fcc.gov) and [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov).

14. **Compliance Reports.** Shentel 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 Shentel'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 Shentel, stating that the Compliance Officer has personal knowledge that Shentel: (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 13 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>12</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Shentel, 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 Shentel 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 Shentel 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 via [Kathy.Harvey@fcc.gov](mailto:Kathy.Harvey@fcc.gov) and [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov).

15. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 11 through 14 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

---

<sup>12</sup> 47 CFR § 1.16.



16. **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>13</sup> against Shentel 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 Shentel with the Communications Laws.

17. **Civil Penalty.** Shentel will pay a civil penalty to the United States Treasury in the amount of Two Hundred Twenty-Seven Thousand Two Hundred Dollars (\$227,200) within thirty (30) calendar days of the Effective Date. Shentel 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>14</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Shentel shall send electronic notification of payment to [Kathy.Harvey@fcc.gov](mailto:Kathy.Harvey@fcc.gov) and [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov) on the date said payment is made. Payment of the Civil Penalty must be made by credit card using the Commission's Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. 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>15</sup>

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned above and the letters "FORF". In addition, a completed Form 159<sup>16</sup> or printed CORES form<sup>17</sup> 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. Failure to provide all required information in Form 159 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, 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>18</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 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

---

<sup>13</sup> 47 U.S.C. § 208.

<sup>14</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>15</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #1).

<sup>16</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

<sup>17</sup> Information completed using the Commission's Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

<sup>18</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

“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 CORES at <https://apps.fcc.gov/cores/userLogin.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.

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

19. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Shentel.

20. **Waivers.** As of the Effective Date, Shentel 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. Shentel 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 Shentel nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Shentel shall waive any statutory right to a trial *de novo*. Shentel hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>19</sup> relating to the matters addressed in this Consent Decree.

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

22. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

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

---

<sup>19</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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

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

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

27. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

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

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

\_\_\_\_\_  
Loyaan A. Egal  
Chief  
Enforcement Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Derek Rieger  
Vice President - Legal & General Counsel  
Shenandoah Telecommunications Company

\_\_\_\_\_  
Date