

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

In the Matter of )
Jefferson County Cable TV Inc. )
File No.: EB-FD-23-00034823
CD Acct. No.: 202432200004
FRN: 0003749082

ORDER

Adopted: March 15, 2024

Released: March 15, 2024

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether Jefferson County Cable TV Inc. (Jefferson County Cable or the Company) violated the Broadband Data Collection (formally referred to as the Digital Opportunity Data Collection) requirements and the Broadband Deployment Accuracy and Technology Availability Act (Broadband DATA Act) in connection with reporting inaccurate information or data with respect to the Company’s ability to provide broadband Internet access service.1 To settle this matter, Jefferson County Cable agrees to pay a \$10,000 civil penalty to the United States Treasury. Jefferson County Cable also agrees to implement enhanced compliance measures. This action will help further the Commission’s efforts to bridge the digital divide by having accurate data of locations where broadband service is available.2

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 Jefferson County Cable’s compliance with the Commission’s rules governing Broadband Data Collection.3

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Jefferson County Cable’s basic qualifications to hold or obtain any Commission license or authorization.4

4. Accordingly, IT IS ORDERED that, pursuant to the authority delegated by sections 0.111 and 0.311 of the Commission’s rules, 47 CFR §§ 0.111, 0.311, the attached Consent Decree IS ADOPTED and its terms incorporated by reference.

1 See 47 CFR §§ 1.7004, 1.7009; see also Establishing the Digital Opportunity Data Collection; Modernizing the FCC Form 477 Data Program, WC Docket Nos. 19-195, 11-10, Third Report & Order, 36 FCC Rcd 1126 (2021); Broadband Deployment Accuracy and Technology Availability Act, Pub. L. No. 116-130, 134 Stat. 228 (2020) (codified at 47 U.S.C. §§ 641-646).

2 See Establishing the Digital Opportunity Data Collection; Modernizing the FCC Form 477 Data Program, WC Docket Nos. 19-195, 11-10, Third Report & Order, 36 FCC Rcd 1126 (2021).

3 47 CFR §§ 1.7004, 1.7009; see also Broadband Deployment Accuracy and Technology Availability Act, Pub. L. No. 116-130, 134 Stat. 228 (2020) (codified at 47 U.S.C. §§ 641-646).

4 See 47 CFR § 1.93(b).

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

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested to Bob Loveridge, General Manager/Director of Operations, Jefferson County Cable, 116 S. 4th Street, Toronto, Ohio 43964.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal  
Chief  
Enforcement Bureau

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In the Matter of )
Jefferson County Cable TV Inc. )
File No.: EB-FD-23-00034823
CD Acct. No.: 202432200004
FRN: 0003749082

CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission and Jefferson County Cable TV Inc. (Jefferson County Cable or Company), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into whether Jefferson County Cable violated the Broadband Data Collection (formally referred to as the Digital Opportunity Data Collection) requirements and the Broadband Deployment Accuracy and Technology Availability Act (Broadband DATA Act) in connection with reporting inaccurate information or data with respect to the Company’s ability to provide broadband Internet access service. To resolve this matter, Jefferson County Cable agrees to implement a compliance plan and pay a \$10,000 civil penalty.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “Act” means the Communications Act of 1934, as amended.
(b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) “Broadband Data Collection Rules” means 47 CFR § 1.7000 et seq. and other Communications Laws related to Broadband Data Collection requirements.
(d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(e) “CD Acct No.” means account number 202432200004, associated with payment obligations described in paragraph 21 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 Jefferson County Cable is subject by virtue of its business activities, including but not limited to the Broadband DATA Act and Broadband Data Collection Rules.
(h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 17.
(i) “Covered Employees” means all employees and agents of Jefferson County Cable

1 47 U.S.C. § 151 et seq.

2 47 CFR §§ 1.7000-1.7010.

who perform, supervise, oversee, or manage the performance of, duties that relate to Jefferson County Cable's responsibilities under the Communications Laws, including the Broadband DATA Act and Broadband Data Collection Rules.

- (j) "Effective Date" means the date by which both the Bureau and Jefferson County Cable have signed the Consent Decree and the Bureau has released an Adopting Order.
- (k) "Investigation" means the investigation commenced by the Bureau in EB-FD-23-00034823 regarding whether Jefferson County Cable violated the Broadband DATA Act and Broadband Data Collection Rules.
- (l) "Jefferson County Cable" or "Company" means Jefferson County Cable TV Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (m) "LOI" means the Letter of Inquiry issued by the Bureau to Jefferson County Cable on March 1, 2023 in connection with apparent violations of the Broadband DATA Act and Broadband Data Collection Rules.
- (n) "Operating Procedures" means the standard internal operating procedures and compliance policies established by Jefferson County Cable to implement the Compliance Plan.
- (o) "Parties" means Jefferson County Cable and the Bureau, each of which is a "Party."
- (p) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.

## II. BACKGROUND

3. The Commission's efforts to bridge the digital divide require having accurate data of locations where broadband service is available. The FCC adopted the Digital Opportunity Data Collection (commonly referred to as the Broadband Data Collection) in August 2019 "to collect geographically precise and detailed data on broadband service deployment, which would be subject to stakeholder challenges."<sup>3</sup>

4. The Broadband DATA Act was enacted in March of 2020.<sup>4</sup> The Broadband DATA Act requires providers to report "the availability and quality of service of their broadband internet access service" biannually, with filings on or before March 1 (reporting data as of December 31 of the prior year) and September 1 (reporting data as of June 30 of the current year).<sup>5</sup>

5. For purposes of the Broadband Data Collection, a facilities-based service provider must report locations where it has actually built out the broadband network infrastructure such that the provider is able to provide broadband service to the location<sup>6</sup> and is capable of performing a standard broadband installation, at a standard installation charge, within 10 business days after the date on which a service request is submitted.<sup>7</sup> A service provider's "ability to install service within 10 business days of a customer request is a fundamental component of reporting availability for purposes of the Digital

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<sup>3</sup> *Establishing the Digital Opportunity Data Collection; Modernizing the FCC Form 477 Data Program*, WC Docket Nos. 19-195, 11-10, Third Report & Order, 36 FCC Rcd 1126, 1127, para. 1 (2021) (*Third Report and Order*).

<sup>4</sup> Broadband Deployment Accuracy and Technology Availability Act, Pub. L. No. 116-130, 134 Stat. 228 (2020) (codified at 47 U.S.C. §§ 641-646) (Broadband DATA Act).

<sup>5</sup> 47 CFR § 1.7004(a)-(b).

<sup>6</sup> 47 U.S.C. § 642(b)(2)(A)(i)(I).

<sup>7</sup> *Id.* § 642(b)(2)(A)(i)(II); 47 CFR § 1.7001(a)(19).

Opportunity Data Collection, and consumers naturally must have the opportunity to challenge assertions of coverage on that basis.”<sup>8</sup>

6. Under the Broadband DATA Act, it is “unlawful for an entity or individual to willfully and knowingly, or recklessly, submit information or data under this subchapter that is materially inaccurate or incomplete with respect to the availability of broadband internet access service or the quality of service with respect to broadband internet access service.”<sup>9</sup> The Commission implemented the statutory directive set forth in section 643 of the Broadband DATA Act in the Commission’s rules at section 1.7009,<sup>10</sup> which defines materially inaccurate information for purposes of the rule as a submission that “contains omissions or incomplete or inaccurate information that the Commission finds has a substantial impact on its collection and use of the data collected[.]”<sup>11</sup> The “Commission will determine the nature of the violation in complying with Digital Opportunity Data Collection rules on the grounds of ‘willfully and knowingly or recklessly’ submitting inaccurate or incomplete information on a case-by-case basis, consistent with Commission precedent.”<sup>12</sup>

7. With each biannual data filing, providers must include “a certification signed by a corporate officer of the provider that the officer has examined the information contained in the submission and that, to the best of the officer’s actual knowledge, information, and belief, all statements of fact contained in the submission are true and correct.”<sup>13</sup>

8. Jefferson County Cable is a privately held corporation that was incorporated in Ohio on January 27, 1982. Jefferson County Cable offers only fixed broadband. In its initial filing in August 2022 for data as of June 30, 2022, Jefferson County Cable reported 8,178 addresses to the Broadband

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<sup>8</sup> *Third Report and Order*, 36 FCC Red at 1158, para. 78.

<sup>9</sup> 47 U.S.C. § 643.

<sup>10</sup> The full text of 47 CFR § 1.7009 is:

(a) It shall be unlawful for an entity or individual to willfully and knowingly, or recklessly, submit information or data as part of the Digital Opportunity Data Collection that is materially inaccurate or incomplete with respect to the availability or the quality of broadband internet access service. Such action may lead to enforcement action and/or penalties as set forth in the Communications Act and other applicable laws.

(b) Failure to make the Digital Opportunity Data Collection filing in accordance with the Commission's rules and the instructions to the Digital Opportunity Data Collection may lead to enforcement action pursuant to the Communications Act of 1934, as amended, and any other applicable law.

(c) For purposes of this section, “materially inaccurate or incomplete” means a submission that contains omissions or incomplete or inaccurate information that the Commission finds has a substantial impact on its collection and use of the data collected in order to comply with the requirements of 47 U.S.C. 641–646.

(d) Providers must file corrected data when they discover inaccuracy, omission, or significant reporting error in the original data that they submitted, whether through self-discovery, the crowdsourcing process, the challenge process, the Commission verification process, or otherwise.

(1) Providers must file corrections within 30 days of their discovery of incorrect or incomplete data; and

(2) The corrected filings must be accompanied by the same types of certifications that accompany the original filings.

<sup>11</sup> *Id.* § 1.7009(d).

<sup>12</sup> *Third Report and Order*, *supra* note 3, at 1178-79, para. 136.

<sup>13</sup> 47 CFR § 1.7004(d)

Data Collection.<sup>14</sup> In its initial filing in March 2023 for data as of December 31, 2022, Jefferson County Cable reported 6,605 addresses to the Broadband Data Collection.<sup>15</sup>

9. In November 2022, an individual challenged Jefferson County Cable about its claim that it could provide broadband service at a location in Bergholz, Ohio.<sup>16</sup> The challenged location was one of nearly 1,500 locations Jefferson County Cable had included in each of these two relevant Broadband Data Collection filings. At that time, the Company could not provide broadband service at or connect those locations within 10 business days of a request for service,<sup>17</sup> as required by the Broadband Data Collection Rules. Jefferson County Cable acknowledged to the Bureau that it had not taken the necessary time and effort to review and understand the Commission's guidance on Broadband Data Collection filings before it made these two filings.<sup>18</sup> These two filings for data "as of" June 2022 and December 2022 contained "materially inaccurate" information in violation of section 1.7009 of the Commission's rules.

10. After receiving the Bureau's LOI on or about March 1, 2023, Jefferson County Cable corrected its inaccurate submissions for both data filings by removing these approximately 1,500 locations from each of the relevant data filings on May 19, 2023.<sup>19</sup>

### III. TERMS OF AGREEMENT

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

12. **Jurisdiction.** Jefferson County Cable 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.

13. **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.

14. **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, Jefferson County Cable 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 Jefferson County Cable concerning the matters that were the subject of the Investigation, or to set for hearing the question of Jefferson County Cable'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>20</sup>

15. **Admission of Liability.** Jefferson County Cable admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of

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<sup>14</sup> Response to Letter of Inquiry from Jefferson County Cable, to FCC Enforcement Bureau, at 3, Response to Question 13 (Apr. 13, 2023) (on file in EB-FD-23-00034823) (First LOI Response).

<sup>15</sup> *Id.*

<sup>16</sup> Fed. Comm'n Comm'n, Broadband Data Collection, Challenge ID: 4539 (Nov. 30, 2022); *see also* Response to Letter of Inquiry from Jefferson County Cable, to FCC Enforcement Bureau, Response to Questions 16 & 27 (June 15, 2023) (on file in EB-FD-23-00034823).

<sup>17</sup> First LOI Response at Response to Question 15.

<sup>18</sup> First LOI Response at Cover Letter.

<sup>19</sup> Information on file in Investigation Number EB-FD-23-00034823.

<sup>20</sup> *See* 47 CFR § 1.93(b).

paragraph 14 herein, that its actions described in paragraphs 8 and 9 violated the Broadband Data Collection Rules.

16. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Jefferson County Cable 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 Jefferson County Cable 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 Broadband Data Collection Rules prior to assuming his/her duties. If Jefferson County Cable is aware of any inaccuracy, omission, or reporting error in any of its data filings as of the Effective Date, the Compliance Officer will ensure that Jefferson County Cable has made any necessary corrections to its Broadband Data Collection data within thirty (30) calendar days of his/her designation.

17. **Compliance Plan.** For purposes of settling the matters set forth herein, Jefferson County Cable agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Broadband Data Collection Rules, Jefferson County Cable will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, Jefferson County Cable shall establish Operating Procedures that all Covered Employees must follow to help ensure Jefferson County Cable's compliance with the Broadband Data Collection Rules. Jefferson County Cable's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Jefferson County Cable complies with the Broadband Data Collection Rules.
- (b) **Compliance Training Program.** Jefferson County Cable shall establish and implement a Compliance Training Program on compliance with the Broadband Data Collection Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Jefferson County Cable's obligation to report any noncompliance with the Broadband Data Collection Rules under paragraph 18 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 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 trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Jefferson County Cable 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.

18. **Reporting Noncompliance.** Jefferson County Cable shall report any noncompliance with the Broadband Data Collection 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 Jefferson County Cable 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 Jefferson County Cable has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Meghan Ingrisano, Chief, Enforcement Bureau, Fraud Division, Federal Communications Commission, 45 L Street NE,

Washington, D.C. 20554, or her successor or designee, with a copy submitted electronically to Meghan.Ingrisano@fcc.gov and Sarah.McNally@fcc.gov.

19. **Compliance Reports.** Jefferson County Cable shall file compliance reports with the Commission ninety (90) days after the Effective Date, twelve (12) months after the Effective Date, and twenty-four (24) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Jefferson County Cable's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Broadband Data Collection Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Jefferson County Cable, stating that the Compliance Officer has personal knowledge that Jefferson County Cable: (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 18 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>21</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Jefferson County Cable, 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 Jefferson County Cable 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 Jefferson County Cable 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 Meghan Ingrisano, Chief, Enforcement Bureau, Fraud Division, Federal Communications Commission, 45 L Street NE, Washington, D.C. 20554, or her successor or designee, with a copy submitted electronically to Meghan.Ingrisano@fcc.gov and Sarah.McNally@fcc.gov.

20. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 16 through 19 of this Consent Decree shall expire twenty-four (24) months after the Effective Date. If Jefferson County Cable does not materially comply with the Compliance Obligations and all Broadband Data Collection Rules, as reasonably determined by the FCC, during the twenty-four (24) month period prior to the aforementioned expiration date, the obligations set forth herein may be extended, in the discretion of the FCC, by an additional twelve (12) months.

21. **Civil Penalty.** Jefferson County Cable will pay a civil penalty to the United States Treasury in the amount of \$10,000 within thirty (30) calendar days of the Effective Date. Jefferson County Cable 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>22</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Jefferson County Cable shall send electronic notification of payment to Meghan.Ingrisano@fcc.gov and Sarah.McNally@fcc.gov on the date said payment is made. Payment of the Civil Penalty must be made

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<sup>21</sup> 47 CFR § 1.16.

<sup>22</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).



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>23</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>24</sup> or printed CORES form<sup>25</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>26</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 "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.

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

23. **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

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<sup>23</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #1).

<sup>24</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

<sup>25</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>26</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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 Jefferson County Cable.

24. **Waivers.** As of the Effective Date, Jefferson County Cable 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. Jefferson County Cable 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 Jefferson County Cable nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Jefferson County Cable shall waive any statutory right to a trial *de novo*. Jefferson County Cable hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>27</sup> relating to the matters addressed in this Consent Decree.

25. **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.

26. **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.

27. **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 Jefferson County Cable does not expressly consent) that provision will be superseded by such Rule or order.

28. **Successors and Assigns.** Jefferson County Cable agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

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

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

31. **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.

32. **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.

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<sup>27</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

33. **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  
Chief  
Enforcement Bureau

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Date

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Robert Loveridge  
General Manager/Director of Operations  
Jefferson County Cable TV Inc.

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Date