

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

In the Matter of)
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Mobile Communications America, Inc.)
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File No.: EB-IHD-23-00035733
CD Acct. No.: 202432080010
FRN: 0026218487

ORDER

Adopted: April 15, 2024

Released: April 15, 2024

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether Mobile Communications America, Inc. (MCA) operated a radio license without authorization and failed to seek Commission approval prior to transferring control of business radio licenses. To settle this matter, MCA admits that it violated the Commission’s rules as described, will implement a compliance plan, and will pay a \$100,000 civil penalty.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding MCA’s compliance with sections 301 and 310(d) of the Communications Act of 1934, as amended (Act),¹ and sections 1.903 and 1.948 of the Commission’s rules (Rules).²

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

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act, 47 U.S.C. § 154(i), and 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.

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

¹ 47 U.S.C. §§ 301, 310(d).

² 47 CFR §§ 1.903, 1.948.

³ See *id.* § 1.93(b).

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 Vincent Foody, President and Chief Executive Officer, Mobile Communications America, Inc., 135 North Church Street, Suite 310, Spartanburg, SC 29306, and to Elizabeth Sachs, Esq., Lukas, LaFuria, Lantor & Sachs, LLP, 8350 Broad St., Suite 1450, Tysons, VA 22102.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal
Chief
Enforcement Bureau

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CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) and Mobile Communications America, Inc. (MCA or Company), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation, as defined below, into whether MCA violated sections 301 and 310(d) of the Communications Act of 1934, as amended (Act), and sections 1.903 and 1.948 of the Commission’s rules (Rules) governing the requirements regarding the need for Commission authorization to operate a radio license and approval prior to transferring control of FCC licenses. Specifically, the Bureau investigated whether MCA operated an expired radio license without authorization and failed to seek Commission approval prior to transferring control of a number of radio licenses. To resolve this matter, MCA agrees to implement a compliance plan and pay a \$100,000 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) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(d) “CD Acct. No.” means account number 202432080010, associated with payment obligations described in paragraph 20 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 MCA is subject by virtue of its business activities, including but not limited to the Unauthorized Operation and Transfer Rules.
(g) “Compliance Officer” means the individual identified at paragraph 15 of this Consent Decree as the person responsible for administration of the Compliance Plan.
(h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 16. The Compliance Plan provides for obligations to continue for four years from the Effective Date.

1 47 U.S.C. § 151 et seq.

- (i) “Covered Employees” means all employees and agents of MCA who perform, supervise, oversee, or manage the performance of, duties that relate to MCA’s responsibilities under the Communications Laws, including the Unauthorized Operation and Transfer Rules.
- (j) “Effective Date” means the date by which both the Bureau and MCA have signed the Consent Decree and the Bureau has released an Adopting Order.
- (k) “Investigation” means the investigation commenced by the Bureau in EB-IHD-23-00035733 regarding whether MCA violated the Unauthorized Operation and Transfer Rules.
- (l) “LOI” means the Letter of Inquiry issued by the Bureau to MCA on October 24, 2023, in EB-IHD-21-00035733 in connection with the Company’s compliance with the Act and the Commission’s Rules.
- (m) “MCA” or “Company” means Mobile Communications America, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (n) “Operating Procedures” means the internal operating procedures and compliance policies established by MCA to implement the Compliance Plan.
- (o) “Parties” means MCA 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.
- (q) “Unauthorized Operation and Transfer Rules” means sections 301 and 310(d) of the Act² and sections 1.903 and 1.948 of the Rules,³ pertaining to unauthorized operation and unauthorized transfers of control and assignments of radio licenses.

II. BACKGROUND

3. *Legal Framework.* Section 301 of the Act provides that “[n]o person shall use or operate any apparatus for the transmission of energy or communications or signals by radio . . . except under and in accordance with this chapter and with a license in that behalf granted under the provisions of this chapter.”⁴ Section 310(d) of the Act provides that no radio licenses “shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding [the] license,” unless the license holder applies for Commission authority to transfer the license, and the Commission finds that the transfer is in the “public interest, convenience, and necessity.”⁵ The Commission has adopted rules governing the procedures and establishing the conditions for obtaining authorization and approval from the Commission for the operation of radio licenses and transactions involving the transfer of control or assignment of same.

4. Consistent with the Act, section 1.903 of the Rules provides that stations in the wireless radio services “must be used and operated only . . . with a valid authorization granted by the Commission.”⁶ Section 1.948 provides that transfers of control or assignments of authorizations in the wireless radio services may only be done “upon application to and approval by the Commission.”⁷ “In the case of an assignment of authorization or transfer of control, the assignor must file an application for

² *Id.* §§ 301, 310(d).

³ 47 CFR §§ 1.903, 1.948.

⁴ 47 U.S.C. § 301.

⁵ *Id.* § 310(d).

⁶ 47 CFR § 1.903(a).

⁷ *Id.* § 1.948(a).

approval of the assignment on FCC Form 603.”⁸ Prior approval is not required for non-substantial, or *pro forma*, assignments involving a telecommunications carrier, but the assignee must provide notice of the transaction by filing Form 603 within 30 days of its completion.⁹

5. *Factual Background.* MCA is a privately held corporation incorporated on August 1, 2013, in the state of Delaware.¹⁰ On February 28, 2021, one of MCA’s subsidiaries, Mobile Communications of Hall, LLC (MCH), was dissolved, resulting in the *pro forma* assignment of two business radio licenses from MCH to MCA.¹¹ On November 18, 2022, MCA consummated the acquisition of two entities—Communications Electronics, Inc. and Communications Electronics of Virginia, LLC—that resulted in the transfer of six total business radio licenses.¹²

6. MCA failed to notify the Commission of the 2021 *pro forma* assignment within 30 days of its completion, and failed to obtain prior authorization for the 2022 transfer of control of six business radio licenses. Instead, on September 21, 2023, MCA filed several applications through the Universal Licensing System (ULS) seeking waiver of section 1.948 of the Commission’s rules and *nunc pro tunc* consent to the transactions.¹³

7. Additionally, on January 3, 2023, a private business radio license owned by MCA expired.¹⁴ Nevertheless, MCA continued its operations under the expired license. MCA filed an application for special temporary authority (STA) on September 20, 2023.¹⁵ The STA was granted on September 25, 2023, under Call Sign WRYV884.¹⁶ That license was canceled on October 16, 2023, after MCA’s application for a permanent replacement license was granted.¹⁷

8. Immediately prior to filing the above applications, MCA notified the Bureau of the above facts. On October 24, 2023, the Bureau sent a Letter of Inquiry (LOI) to MCA.¹⁸ On November 24, 2023, MCA responded to the LOI.¹⁹ In its response, MCA acknowledged the foregoing conduct and

⁸ *Id.* § 1.948(c).

⁹ *Id.*

¹⁰ Letter from Kari Dixon, Chief Financial Officer, Mobile Communications America, Inc., to Patrick McGrath, Chief, Investigations and Hearings Division, FCC Enforcement Bureau, at Response to Inquiry 1 (Nov. 21, 2023) (on file in EB-IHD-23-00035733) (LOI Response).

¹¹ *Id.* at Response to Inquiry 16. The two licenses at issue were Call Signs WNJI950 and WPAE321.

¹² *Id.* at Response to Inquiry 14, Exhibit J. The six licenses at issue were Call Signs WPKX255, WPMR955, WPMS671, WQPX215, WQUU387, and WRVB783.

¹³ See *FCC Application for Assignments of Authorization or Transfers of Control*, ULS File Nos. 0010702489, 0010703272, 0010704404 (filed Sept. 21, 2023).

¹⁴ LOI Response at Response to Inquiry 15.

¹⁵ See *FCC Application for Radio Service Authorization*, ULS File No. 0010703543 (filed Sept. 21, 2023) (*Sept. 21, 2023 Radio Application*).

¹⁶ See *id.*

¹⁷ See *FCC Application for Radio Service Authorization*, ULS File No. 0010711288 (filed Sept. 27, 2023) (*Sept. 27, 2023 Radio Application*); see also LOI Response at Response to Inquiry 15. The new license is Call Sign WRZA825.

¹⁸ See Letter from Patrick McGrath, Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to Elizabeth Sachs, Counsel for Mobile Communications America, Inc., Lukas, LaFuria, Lantor & Sachs (Oct. 24, 2023) (on file in EB-IHD-23-00035733).

¹⁹ See LOI Response, *supra* note 10.

conceded that it had not provided appropriate notice to or received authorization from the Commission in connection with the above transactions.²⁰

9. The Bureau's Investigation revealed that MCA operated a radio license without Commission authorization, transferred control of several radio licenses without prior Commission approval, and completed a *pro forma* assignment of two radio licenses without providing notice of the transaction.²¹ To resolve this matter, the Parties enter into this Consent Decree and agree to the following terms and conditions as provided below.

III. TERMS OF AGREEMENT

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

11. **Jurisdiction.** MCA 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.

12. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

13. **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, MCA 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, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against MCA concerning the matters that were the subject of the Investigation, or to set for hearing the question of MCA's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.²²

14. **Admission of Liability.** MCA admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 13 herein, that its action described above in paragraphs 5 through 8 of this Consent Decree violated the Unauthorized Operation and Transfer Rules.

15. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, MCA 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 MCA 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 Unauthorized Operation and Transfer Rules prior to assuming his/her duties.

16. **Compliance Plan.** For purposes of settling the matters set forth herein, MCA 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 Commission's Unauthorized Operation and Transfer Rules and with the terms and conditions of this Consent Decree. MCA will implement, at a minimum, the following procedures:

²⁰ See *id.* at Responses to Inquiries 14–16, Exhibits I & J.

²¹ See generally *Sept. 21, 2023 Radio Application*, *supra* note 15, *Sept. 27, 2023 Radio Application*, *supra* note 17; LOI Response, *supra* note 10, at Response to Inquiry 14.

²² See 47 CFR § 1.93(b).

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, MCA shall establish Operating Procedures that all Covered Employees must follow to help ensure MCA's compliance with the Unauthorized Operation and Transfer Rules. MCA's Operating Procedures shall include internal procedures and policies specifically designed to ensure that MCA complies with the Unauthorized Operation and Transfer Rules. MCA shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Unauthorized Operation and Transfer Rules. With regard to the sale or disposition of any FCC authorizations or licenses, MCA will include in its standard due diligence checklist a review for filing of necessary FCC applications and consultation with outside counsel at least thirty (30) days prior to closing any such transaction, and confirmation that it has received FCC consent to transfer or assign FCC authorizations or licenses prior to closing the transaction.
- (b) **Additional Procedures.** MCA reports²³ that it has taken the following independent steps to prevent further violations of the type addressed herein:
- i. MCA will hold quarterly calls led by regulatory counsel intended to educate attendees on FCC requirements, which will be attended by all new hires in that quarter, as well as by regional vice presidents and divisional presidents of MCA's wireless communications divisions, MCA's entire compliance department, and representatives of MCA's state and federal tax department. The PowerPoint presentation used at these calls will be updated as necessary, and the calls will be recorded. Certain corporate officers²⁴ will attend the call on an annual basis.
 - ii. MCA will implement additional cross-checks for all acquisitions involving spectrum, including verification of all FRNs registered for the EINs of the seller and ensuring that all systems/equipment being acquired are associated with an FCC authorization or do not require an FCC authorization.
 - iii. MCA will conduct an annual review of its organization chart to identify potential dissolution of inactive subsidiaries, but will not dissolve any entity before that action has been approved by the following offices as applicable for the entity: Division President, Division Controller, MCA Contract Lead, MCA Compliance Lead, FCC regulatory counsel, and at least one corporate officer.
 - iv. MCA will continue to maintain an email address for all FCC correspondence that is monitored by multiple persons within the Company. Both the Enterprise Wireless Alliance (EWA) and Lukas, Lafuria, Lantor & Sachs, LLP (LLS) will monitor MCA-related FRNs for filing deadlines. Internal MCA staff will handle largely administrative matters, such as filing construction notifications and renewals. All MCA applications requiring frequency coordination will be filed through EWA. LLS will review and file all complex legal matters, including assignment and transfer of control applications and related consummation notifications. MCA staff responsible for FCC licensing will remain in regular communications with LLS.

²³ See LOI Response, *supra* note 10, at Response to Inquiry 17.

²⁴ The corporate officers are identified in Exhibit D to the LOI Response.

MCA agrees to incorporate the foregoing procedures into this Consent Decree and maintain these or equivalent procedures through the Termination Date established in paragraph 19.

- (c) **Compliance Manual.** Within ninety (90) 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 Unauthorized Operation and Transfer Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure MCA's compliance with the Unauthorized Operation and Transfer Rules. MCA shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. MCA shall distribute any final revisions to the Compliance Manual promptly to all Covered Employees.
- (d) **Compliance Training Program.** MCA shall establish and implement a Compliance Training Program on compliance with the Commission's Unauthorized Operation and Transfer Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of MCA's obligation to report any noncompliance with the Unauthorized Operation and Transfer Rules under paragraph 17 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. MCA 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.

17. **Reporting Noncompliance.** MCA shall report any noncompliance with the Unauthorized Operation and Transfer 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 MCA 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 MCA has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Patrick McGrath at Patrick.McGrath@fcc.gov, Kalun Lee at Kalun.Lee@fcc.gov, Georgina Feigen at Georgina.Feigen@fcc.gov, Ryan Mitchell at Ryan.Mitchell@fcc.gov, and William Knowles-Kellett at William.Knowles-Kellett@fcc.gov, with a copy submitted electronically to EnforcementBureauHD@fcc.gov.

18. **Compliance Reports.** MCA 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, thirty-six (36) months after the Effective Date, and forty-eight (48) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of MCA's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Unauthorized Operation and Transfer Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of MCA, stating that the Compliance Officer has personal knowledge that MCA: (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 17 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.²⁵
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of MCA, 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 MCA 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 MCA 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 Patrick McGrath at Patrick.McGrath@fcc.gov, Kalun Lee at Kalun.Lee@fcc.gov, Georgina Feigen at Georgina.Feigen@fcc.gov, Ryan Mitchell at Ryan.Mitchell@fcc.gov, and William Knowles-Kellett at William.Knowles-Kellett@fcc.gov, with a copy submitted electronically to EnforcementBureauIHD@fcc.gov.

19. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 15 through 18 of this Consent Decree shall expire forty-eight (48) months after the Effective Date. All obligations thereunder are waived for any period during which MCA does not hold FCC authorizations.

20. **Civil Penalty.** MCA will pay a civil penalty to the United States Treasury in the amount of one hundred thousand dollars (\$100,000) within thirty (30) calendar days of the Effective Date. MCA 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).²⁶ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. MCA shall send electronic notification of payment to Patrick McGrath at Patrick.McGrath@fcc.gov, Kalun Lee at Kalun.Lee@fcc.gov, Georgina Feigen at Georgina.Feigen@fcc.gov, Ryan Mitchell at Ryan.Mitchell@fcc.gov, William Knowles-Kellett at William.Knowles-Kellett@fcc.gov, and EnforcementBureauIHD@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:²⁷

- 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 159²⁸ or printed CORES form²⁹ must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 or CORES may result in payment not being

²⁵ 47 CFR § 1.16.

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

²⁷ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #1).

²⁸ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

²⁹ 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>.

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).³⁰ 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.

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

22. **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 MCA.

23. **Waivers.** As of the Effective Date, MCA 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. MCA 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 MCA nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and MCA shall waive any statutory right to a trial *de novo*. MCA hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act³¹ relating to the matters addressed in this Consent Decree.

³⁰ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

³¹ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

24. **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.

25. **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.

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

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

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

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

30. **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.

31. **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.

32. **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

Vincent G. Foody
President and Chief Executive Officer
Mobile Communications America, Inc.

Date