

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

In the Matter of

T-Mobile US, Inc.

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)File No.: EB-SED-24-00037255
CD Acct. No.: 202532100002
FRN: 0014194476

ORDER

Adopted: September 11, 2025**Released: September 11, 2025**

By the Acting Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) has entered into a Consent Decree with T-Mobile US, Inc. (T-Mobile or Company) to resolve the Bureau's investigation into whether the Company violated the Communications Act of 1934, as amended (Act),¹ and the Commission's equipment marketing rules by marketing the REVVL 7 PRO 5G smartphone prior to obtaining an FCC equipment authorization. These laws ensure that devices that emit radio frequency radiation comply with the Commission's technical requirements and do not interfere with authorized communications. To settle this matter, T-Mobile will implement a compliance plan and will pay a \$7,000 voluntary contribution.

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 T-Mobile's compliance with the Commission's equipment marketing rules, as set forth in section 302(b) of the Act and sections 2.803(b) and 2.1204(b) of the Commission's rules.²

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of T-Mobile'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 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**.

¹ 47 U.S.C. § 302a(b).

² *Id.*; 47 CFR §§ 2.803(b), 2.1204(b).

³ *See* 47 CFR § 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 Christopher Koegel, T-Mobile US, Inc., 601 Pennsylvania Avenue NW, Suite 900, Washington, DC 20004, and Megan Brown, Wiley Rein LLP, 2050 M Street NW, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

Patrick Webre
Acting Chief
Enforcement Bureau

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CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) and T-Mobile US, Inc. (T-Mobile or Company), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau's investigation into whether the Company violated section 302 of the Act and parts 2 and 15 of the Rules, in connection with the marketing and sale of the REVVL 7 PRO 5G smartphone prior to the device receiving an FCC equipment authorization. To resolve this matter, the Company agrees to the terms and conditions below, the implementation of a robust compliance plan, and payment of a \$7,000 voluntary contribution.

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.¹
 - (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 the account number 202532100002, associated with payment obligations described in paragraph 22 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 the Company is subject by virtue of its business activities, including but not limited to the Equipment Marketing Rules.
 - (g) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 18.
 - (h) "Covered Employees" means all employees and agents of the Company who perform, supervise, oversee, or manage the performance of duties that relate to the Company's compliance with the Equipment Marketing Rules.
 - (i) "Effective Date" means the date by which both the Bureau and the Company have signed the Consent Decree and the Bureau has released an Adopting Order.

¹ 47 U.S.C. § 151 *et seq.*

- (j) “Equipment Marketing Rules” means section 302(b) of the Act,² and sections 2.803 and 2.1204 of the Commission’s rules,³ and other provisions of the Act, the Rules, and Commission orders related to the authorization of radio frequency devices and the marketing of such devices.
- (k) “Investigation” means the investigation commenced by the Bureau in EB-SED-24-00037255 regarding whether the Company violated the Equipment Marketing Rules.
- (l) “Operating Procedures” means the standard internal operating procedures and compliance policies established by the Company to implement the Compliance Plan.
- (m) “Parties” means T-Mobile 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) “T-Mobile” or “Company” means T-Mobile US, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

II. BACKGROUND

3. *Legal Framework.* Section 302 of the Act authorizes the Commission to promulgate reasonable regulations to minimize harmful interference by equipment that emits radio frequency (RF) energy.⁴ Specifically, section 302(b) of the Act provides that “[n]o person shall manufacture, import, sell, offer for sale, or ship devices or home electronic equipment and systems, or use devices, which fail to comply with regulations promulgated pursuant to this section.”⁵ The purpose of section 302 of the Act is to ensure that radio transmitters and other electronic devices meet certain standards to control interference before they reach the market.⁶

4. The Commission carries out its responsibilities under section 302 of the Act in two ways. First, the Commission establishes technical requirements for transmitters and other equipment to minimize their potential for causing interference to authorized radio services. Second, the Commission administers an equipment authorization program to ensure that equipment reaching the United States market complies with the Equipment Marketing Rules.⁷ In sum, the Rules require, among other things, that RF devices be tested for compliance and satisfy the applicable technical and other requirements prior to marketing.⁸ In particular, section 2.803(b)(1) of the Rules prohibits the marketing of RF devices unless

² 47 U.S.C. § 302a(b).

³ 47 CFR §§ 2.803, 2.1204.

⁴ See 47 U.S.C. § 302a(b).

⁵ *Id.*

⁶ *ABC Fulfillment Services LLC d/b/a HobbyKing USA LLC and HobbyKing.com, and Indubitably, Inc. d/b/a HobbyKing Corp., HobbyKing USA LLC, HobbyKing and HobbyKing.com, aff’d*, Memorandum Opinion and Order, 36 FCC Rcd 10688, para. 2 (2021) (“The Commission’s equipment marketing rules, including the authorization requirements, are designed to ensure that equipment in the wireless ecosystem operates in a manner that minimizes the risks of harmful interference.”).

⁷ Manufacturers and retailers must ensure that radiofrequency devices they market within the United States hold the relevant equipment authorization, which indicates that the equipment satisfies the relevant technical requirements, unless otherwise exempted. An overview of the equipment authorization process is available on the FCC’s Office of Engineering and Technology web page at <https://www.fcc.gov/engineering-technology/laboratory-division/general/equipment-authorization> (last visited May 13, 2025).

⁸ The term “marketing” is defined in the Rules to mean the “sale or lease, or offering for sale or lease, including advertising for sale or lease, or importation, shipment, or distribution for the purpose of selling or leasing or offering for sale or lease.” 47 CFR § 2.803(a).

the device has first been properly authorized, identified, labeled, and complies with the applicable technical standards, with limited exceptions.⁹

5. Sections 2.1203 and 2.1204 of the Rules outline the conditions under which RF devices may be imported into the United States.¹⁰ Generally, an RF device can only be imported if it has received an equipment authorization from the FCC, or if it does not require such authorization but still complies with FCC technical and administrative regulations.¹¹ In addition to requirements imposed directly on importers, section 2.1204(b) of the Rules states that “[t]he ultimate consignee must be able to document compliance with the selected import condition and the basis for determining the import condition applied.”¹²

6. *Factual Background.* T-Mobile is a publicly-traded corporation that provides wireless service to approximately 130 million subscribers throughout the United States.¹³ T-Mobile operates two main brands, T-Mobile and Metro by T-Mobile, that provide wireless service and a wide selection of wireless devices, including smartphones, wearables, tablets, home broadband routers, and other mobile communication devices that are manufactured by various suppliers.¹⁴

7. T-Mobile began offering the REVVL line of smartphones to provide consumers a lower-price but feature-rich smartphone option.¹⁵ In 2023, T-Mobile selected Wingtech International Inc. to develop and manufacture the REVVL 7 PRO 5G for T-Mobile.¹⁶

8. In a May 14, 2024 press release, T-Mobile publicly announced that the REVVL 7 PRO 5G would be available for sale on May 23, 2024.¹⁷ After the announcement, but prior to making it available for sale, T-Mobile promoted the REVVL 7 PRO 5G across its retail locations and websites, incorporating advertisements on deal pages, product pages, and those targeting specific demographics, including video content.¹⁸

9. On May 23, 2024, the REVVL 7 Pro 5G first became available for purchase on its websites and in T-Mobile and Metro by T-Mobile stores.¹⁹ On May 29, 2024, the REVVL 7 PRO 5G officially received its equipment authorization.²⁰ During the time period between the device being available for sale and the device being certified, T-Mobile sold thousands of the smartphones.²¹

10. On October 1, 2024, the Bureau issued a Letter of Inquiry (LOI) to the Company directing it to submit a sworn written response to a series of questions relating to T-Mobile’s marketing of

⁹ *Id.* § 2.803(b). There are limited exceptions to the marketing prohibition that do not apply to this case. *See id.* § 2.803(c); *see also id.* § 2.1204 (import conditions).

¹⁰ 47 CFR § 2.1203(a), 2.1204(a).

¹¹ *Id.* § 2.1204(a)(1)-(2).

¹² 47 CFR § 2.1204(b).

¹³ *See* Press Release, T-Mobile, First Quarter 2025 Financial Results (Apr. 24, 2025), <https://www.t-mobile.com/news/business/t-mobile-q1-2025-earnings>.

¹⁴ LOI Response at 2, 13, Response to Inquiry 8.

¹⁵ LOI Response at 4-5.

¹⁶ LOI Response at 22, Response to Inquiry 16.

¹⁷ T-Mobile Press Release, May 14, 2024, <https://www.t-mobile.com/news/devices/t-mobiles-revvl-7>.

¹⁸ LOI Response at 28, Response to Inquiry 20.

¹⁹ LOI Response at 23, Response to Inquiry 16(b).

²⁰ FCC Grant of Equipment Authorization, FCC ID: 2APXW-TMRV07P5G, for Wingtech Group (Hong Kong) Limited, issued by Federal Communications Commission through ACB, Inc. (May 29, 2024).

²¹ LOI Response at 26, Response to Inquiry 18(a).

smartphones, including the REVVL 7 PRO 5G.²² Specifically, the LOI asked the Company to explain why the REVVL 7 PRO 5G was marketed prior to receiving an FCC equipment authorization²³ and to document compliance with the import condition under which the REVVL 7 PRO 5G was imported into the U.S.²⁴ The Company timely responded to the LOI.²⁵ Thereafter, on April 2, 2025, T-Mobile submitted a Supplemental LOI Response in which it provided additional information.²⁶ In its LOI Response, the Company stated that it “generally relies on manufacturers to ensure that FCC equipment authorization procedures are met” and that “compliance with FCC rules are routinely memorialized in the agreement between T-Mobile and the manufacturer.”²⁷ In its Supplemental LOI Response, the Company stated that the terms of its contract with Wingtech served as documentation of the import condition. The Commission, however, disagrees that the terms of the Company’s agreement with Wingtech satisfied the documentation requirements for the import condition set forth in section 2.1204(b) of the Rules. The Company nevertheless has stated that it “will take further steps to ensure that it has a record of its equipment suppliers’ compliance with Section 2.1203 and 2.1204 of the Rules pertaining to importation, which will further document T-Mobile’s compliance with 2.1204(b) regarding conditions of import.”²⁸

11. T-Mobile 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

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

13. **Jurisdiction.** The Company 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.

14. **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.

15. **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, the Company 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 the Company concerning the matters that were the subject of the Investigation, or to set for hearing the question of the Company’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.²⁹

²² See Letter of Inquiry from Spectrum Enforcement Division, FCC Enforcement Bureau, to T-Mobile US, Inc. (Oct. 1, 2024) (LOI) (on file in EB-SED-24-00037255).

²³ See LOI at 4-7, Inquiry 13, 16(c), 17-19, 24(c); see also 47 CFR § 2.803(b)(1).

²⁴ See LOI at 6, Inquiry 21; see also 47 CFR § 2.1204(b).

²⁵ See LOI Response.

²⁶ See Supplemental LOI Response from T-Mobile, US, Inc., to Spectrum Enforcement Division, FCC Enforcement Bureau (Apr. 2, 2025) (Supplemental LOI Response) (on file in EB-SED-24-00037255).

²⁷ See LOI Response at 18, Response to Inquiry 12.

²⁸ See Supplemental LOI Response at 3, Response to Inquiry 21(d).

²⁹ See 47 CFR § 1.93(b).

16. **Admission of Facts.** T-Mobile admits solely for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 15 herein, that paragraphs 6 through 10 are a true and accurate description of the facts underlying the Investigation.

17. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, the Company 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 the Company complies with the terms and conditions of the Compliance Plan and this Consent Decree. The designated Compliance Officer will also have the authority to suspend the Company's planned launch and marketing activities of devices that are subject to the Equipment Marketing Rules, should compliance issues arise. 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 Equipment Marketing Rules prior to assuming his/her duties.

18. **Compliance Plan.** For purposes of settling the matters set forth herein, the Company agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to facilitate future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Equipment Marketing Rules, the Company will implement, at a minimum, the following procedures.

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, the Company shall establish Operating Procedures that all Covered Employees must follow to help facilitate the Company's compliance with the Equipment Marketing Rules, including establishing and enforcing strict distribution controls. The Company's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Company complies with the Equipment Marketing Rules including, but not limited to:
 - i. **Develop Compliance Checklist.** The Company shall maintain a compliance checklist that identifies the steps that Covered Employees must follow to facilitate compliance with the Equipment Marketing Rules when marketing (within the meaning of 47 CFR § 2.803(a)) a device covered by those rules.
 - ii. **Enhanced Contractual Obligations.** The Company has revised and will maintain templates for contract documents for new products the Company intends to sell in the United States that include more specific references to compliance with the Rules, including 47 CFR § 2.1204. The revised templates confirm the legal obligation of the manufacturer under the contract to provide the Company with documentation demonstrating compliance with the selected import condition and the basis for determining the import condition applied prior to the Company's acceptance of delivery of the product.
 - iii. **Import Compliance Verification.** Prior to accepting delivery of any devices subject to the Equipment Marketing Rules, the Company will conduct a compliance verification by confirming that the manufacturer has received an equipment authorization for the device, or the device is otherwise eligible for importation under an exception in the Rules.
 - iv. **Compliance Officer Review.** No fewer than forty-eight (48) hours prior to the intended marketing or sale of any device requiring FCC equipment authorization, the Compliance Officer will verify that such equipment authorization has been granted. In the event a device lacks a valid grant of

equipment authorization, the Compliance Officer will immediately notify all relevant departments, prohibiting marketing or sales activities until certification is obtained.

- (b) **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 Equipment Marketing Rules and requirements and set forth the Operating Procedures that Covered Employees shall follow to help ensure the Company's compliance with the Equipment Marketing Rules. The Company shall periodically review and revise the Compliance Manual as necessary to confirm that the information set forth therein remains current and accurate. The Company shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** The Company shall establish and implement a Compliance Training Program on compliance with the Equipment Marketing Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of the Company's obligation to report any noncompliance with the Equipment Marketing Rules under paragraph 19 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. The Company 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.

19. **Reporting Noncompliance.** The Company shall report any material noncompliance with the Equipment Marketing Rules and with the terms and conditions of this Consent Decree within thirty (30) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that the Company 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 the Company has taken or will take to prevent the recurrence of any such noncompliance. Such noncompliance reports shall include an affidavit or declaration consistent with section 1.16 of the Rules and be subject to the accuracy requirements of section 1.17 of the Rules.³⁰ All reports of noncompliance shall be submitted electronically to the Spectrum Enforcement Division, at EB-SED-Response@fcc.gov.

20. **Compliance Reports.** The Company shall file compliance reports with the Commission one hundred twenty (120) 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 the Company's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Equipment Marketing Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of the Company, stating that the Compliance Officer: (i) has personal knowledge that the Company: (a) has established and implemented the Compliance Plan; and (b) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (ii) is not aware of any instances of noncompliance with the

³⁰ *Id.* §§ 1.16, 1.17.

terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 19 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.³¹
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of the Company, 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 the Company 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 the Company 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 the Spectrum Enforcement Division at EB-SED-Response@fcc.gov.

21. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 17 through 20 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

22. **Voluntary Contribution.** Without waiver of or prejudice to any rights, arguments, or legal defenses T-Mobile may have in any other proceeding, the Company will pay a voluntary contribution to the United States Treasury in the amount of seven thousand dollars (\$7,000) within thirty (30) calendar days of the Effective Date. The Company acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).³² Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. The Company shall send electronic notification of payment to the Spectrum Enforcement Division's mailbox at EB-SED-Response@fcc.gov on the date said payment is made. Payment of the Voluntary Contribution 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 Voluntary Contribution payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:³³

- 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 159³⁴ or printed CORES form³⁵ 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 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

³¹ *Id.* § 1.16.

³² Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

³³ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

³⁴ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

³⁵ 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>.

(Payor FRN).³⁶ 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.

23. **Event of Default.** The Company agrees that an Event of Default shall occur upon the failure by the Company to pay the full amount of the Voluntary Contribution on or before the due date specified in this Consent Decree.

24. **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 Voluntary Contribution 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 Voluntary Contribution, 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 the Company.

25. **Waivers.** As of the Effective Date, the Company 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. The Company 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 the Company nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Company shall waive any statutory right to a trial *de novo*. The Company hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act³⁷ relating to the matters addressed in this Consent Decree.

26. **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

³⁶ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

³⁷ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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.

27. **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.

28. **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 the Company does not expressly consent) that provision will be superseded by such Rule or order.

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

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

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

32. **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.

33. **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.

34. **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.

Patrick Webre
Acting Chief
Enforcement Bureau

Date

Michael P. Allen
Senior Vice President, Legal Affairs
T-Mobile US, Inc.

Date