

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

In the Matter of

Vonage Holdings Corp.

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File No.: EB-IHD-23-00035758  
CD Acct. No.: 202532080010  
FRN: 0015311582

**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission (Commission) and Vonage Holdings Corp. (VHC or Company) by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether VHC failed to maintain current information in the Commission's Registration System (CORES), whether VHC and its wholly owned subsidiary, Vonage Business Inc. (VBI), failed to file timely and accurate Telecommunications Reporting Worksheets (Worksheets), and whether VHC failed to pay in full its obligations to the Universal Service Fund, the Telecommunications Relay Service Fund, the North American Numbering Plan administration, and federal regulatory fees. To resolve this matter, the Company agrees to implement a compliance plan and pay a settlement payment of two million dollars (\$2,000,000).

**I. DEFINITIONS**

2. For the purposes of this Consent Decree, the following definitions shall apply:

- (a) "Act" means the Communications Act of 1934, as amended.<sup>1</sup>
- (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
- (c) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
- (d) "Contributions Rules" means sections 251(e)(2) and 254(d) of the Act; sections 1.1154, 1.1157(b)(1), 52.17(a), 54.706(a), and 64.604(c)(5)(iii)(A) of the Commission's Rules; and Commission orders, public notice, and Communications Laws related to the making of required payments to the Universal Service Fund (USF), Telecommunications Relay Service (TRS) Fund, North American Numbering Plan (NANP), and federal regulatory fees.
- (e) "CORES Rules" means 47 CFR § 1.8002 and Commission orders, public notices, and other Communications Laws related to the Federal Communication Commission Registration System.
- (f) "CD Acct No." means account number 202532080010, associated with payment obligations described in paragraph 21 of this Consent Decree.
- (g) "Commission" and "FCC" means the Federal Communications Commission and all of its bureaus and offices.
- (h) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which VHC, including

<sup>1</sup> 47 U.S.C. § 151, *et seq.*

its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest, are subject by virtue of their business activities, including but not limited to the Worksheet Rules, Contributions Rules, and CORES Rules.

- (i) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 17.
- (j) “CORES” means the Federal Communications Commission Registration System.
- (k) “Covered Employees” means all employees and agents of Vonage Holdings Corp. and Vonage Business Inc. who perform or directly supervise, oversee, or manage the performance of, duties that relate to their responsibilities under the Worksheet Rules, CORES Rules, and Contribution Rules.
- (l) “Effective Date” means the date by which the Bureau and Vonage Holdings Corp. have signed the Consent Decree and the Bureau has released an Adopting Order.
- (m) “FRN” means FCC Registration Number.
- (n) “Investigation” means the investigation commenced by the Bureau in EB-IHD-23-00035758 regarding whether Vonage Holdings Corp. and Vonage Business Inc. violated the Worksheet Rules, Contributions Rules, and CORES Rules.
- (o) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Vonage Holdings Corp. to implement the Compliance Plan.
- (p) “Parties” means Vonage Holdings Corp. and the Bureau, each of which is a “Party.”
- (q) “Worksheets” means Telecommunications Reporting Worksheets.
- (r) “Worksheet Rules” means 47 CFR §§ 52.17(b), 52.32(b), 54.711(a), 64.604(c)(5)(iii)(B), and Commission orders, public notices, and other Communications Laws related to the filing of Worksheets.
- (s) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (t) “VHC” or “Company” means Vonage Holdings Corp. and its affiliates, subsidiaries including Vonage Business Inc., predecessors-in-interest, and successors-in-interest.
- (u) “VBI” means Vonage Business Inc., a wholly owned subsidiary of Vonage Holdings Corp.

## II. BACKGROUND

3. *Legal Framework.* All telecommunications carriers providing interstate telecommunications services and certain providers of interstate telecommunications (collectively, Service Providers), with certain exceptions, are required to file annually an FCC Form 499-A, also known as the Annual Worksheet,<sup>2</sup> and file quarterly an FCC Form 499-Q, also known as the Quarterly Worksheet.<sup>3</sup> A Service Provider must timely file Quarterly Worksheets by February 1, May 1, August 1, and November 1 of each year, and Annual Worksheets by April 1 of each year.<sup>4</sup>

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<sup>2</sup> See, e.g., 47 CFR § 54.711; *Wireline Competition Bureau Releases the 2024 Telecommunications Reporting Worksheets & Accompanying Instructions*, WC Docket No. 06-122, Public Notice, DA 23-1024, 2023 WL 8590737, Atts. B & D (WCB 2023) (2024 Annual Worksheet Instructions).

<sup>3</sup> See, e.g., 47 CFR § 54.711; 2024 Annual Worksheet Instructions at 1.

<sup>4</sup> See, e.g., 2024 Annual Worksheet Instructions at Attachs. B, D. If a deadline falls on a weekend or holiday, the deadline is extended to the following business day. See Universal Service Administrative Co., *When to File* –

(continued....)

4. The Universal Service Administrative Company (USAC), as the Commission's administrator of the USF, uses the revenue projections submitted in the Quarterly Worksheets to determine and invoice each Service Provider's monthly universal service contribution obligation to the USF.<sup>5</sup> The TRS Fund administrator, Rolka Loube, LLC (Rolka Loube), uses Annual Worksheet filings to determine each Service Provider's annual or monthly TRS Fund contribution amounts.<sup>6</sup> The NANP administrator's billing and collection agent, Welch LLP (Welch), and the local number portability (LNP) administrator, Telcordia Technologies, Inc. d/b/a iconectiv (iconectiv), respectively, use Annual Worksheet filings to determine Service Providers' required payments for NANP and LNP administration.<sup>7</sup> Further, the Commission implemented rules for annual regulatory fees for regulated entities which must pay regulatory fees based on interstate and international end-user revenues as reported in Annual Worksheets.<sup>8</sup>

5. Because USAC, Rolka Loube, iconectiv, Welch, and the Commission rely on Worksheets to determine respective payment requirements for administration of the USF, TRS Fund, LNP, NANP, and federal regulatory fees, the accuracy and timeliness of Worksheet filings are vital. Service Providers that do not timely submit accurate Worksheets or otherwise fail to make contributions in a full and timely manner obtain an unfair competitive advantage over other Service Providers that do comply with the reporting provisions of the Commission's rules, and fully pay USF, TRS Fund, LNP, NANP, and federal regulatory fee assessments as required under the Commission's Rules.

6. Regulated entities doing business with the Commission must also maintain information in CORES.<sup>9</sup> The Commission's rules provide that any person doing business with the Commission must obtain a unique 10-digit FRN.<sup>10</sup> When registering for an FRN, an entity's name, entity type, contact name and title, address, valid email address, and taxpayer identification number must be provided.<sup>11</sup> Information provided when registering for an FRN must be kept current.<sup>12</sup> Accurate information in CORES allows Commission staff to contact regulated entities quickly without wasting valuable resources<sup>13</sup> and facilitates efficient recordkeeping, management of financial systems and reporting requirements, and debt collection by the Commission.<sup>14</sup>

7. *Factual Background.* VHC is a company incorporated in Delaware as of May 17, 2000. VHC wholly owns three subsidiaries that conduct business in the United States and each were incorporated in Delaware – VBI, Vonage America LLC, and Vonage Worldwide Inc. On September 22,

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*Upcoming Deadlines for Forms (FCC Form 499-A and FCC Form 499-Q)*, <https://www.usac.org/service-providers/contributing-to-the-usf/when-to-file/> (last visited Jan. 7, 2025).

<sup>5</sup> See, e.g., *2024 Annual Worksheet Instructions* at Attach. D; see also 47 CFR §§ 54.706, 54.709.

<sup>6</sup> 47 CFR § 64.604(c)(5)(iii)(B).

<sup>7</sup> *Id.* §§ 52.17(b), 52.32(b).

<sup>8</sup> See *id.* §§ 1.1152–1.1156, 1.1157(b)(1).

<sup>9</sup> FCC, New Commission Registration System (CORES), Notice, 65 FR 45775 (Jul. 19, 2000); *Adoption of A Mandatory FCC Registration No.*, MD Docket No. 00-205, Notice of Proposed Rulemaking, 15 FCC Rcd 24370 (2000) (*Adoption of A Mandatory FCC Registration No.*); *Amends. of Parts 1, 21, 61, 73, 74 & 76 of Commission's Rules, Adoption of Mandatory FCC Registration No.*, MD Docket No. 00-205, Report and Order, 16 FCC Rcd 16138 (2001) (*Amends. of Parts 1, 21, 61, 73, 74 & 76 of Commission's Rules*).

<sup>10</sup> 47 CFR §§ 1.8002(a), 1.8003.

<sup>11</sup> *Id.* § 1.8002(b)(1).

<sup>12</sup> *Id.* § 1.8002(b)(2).

<sup>13</sup> *PayG, LLC d/b/a Skyswitch*, Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 11021, 11025, para. 7 (2022).

<sup>14</sup> *Adoption of A Mandatory FCC Registration No.*, *supra* note 9, at 24372, para. 7; *Amends. of Parts 1, 21, 61, 73, 74 & 76 of Commission's Rules*, *supra* note 9, at 16138, para. 2.

2023, USAC referred VHC to the Bureau for Worksheet violations. On November 16, 2023, the Bureau issued a Letter of Inquiry (LOI) to VHC concerning its and its subsidiaries' compliance with the Act and the Commission's rules. On January 31, 2024, VHC responded to the LOI. On February 29, 2024, the Bureau requested additional information concerning VBI. On March 8, 2024, VHC provided a supplemental LOI response. In addition, VHC subsequently disclosed as part of the Investigation potential late payment violations related to VBI and potential non-payment and Worksheet violations, some of which related to Nexmo Inc., a Delaware corporation that was merged into VBI on December 31, 2021.

8. Between February 1, 2018, and April 1, 2024, VHC and VBI did not file or did not timely file certain of their respective Quarterly and/or Annual Worksheets. During that time, VHC and VBI, respectively, committed at least 28 Worksheet violations, which included 14 untimely Quarterly Worksheets, 7 untimely Annual Worksheets, and 7 Quarterly Worksheets not filed. Additionally, on July 24, 2006, VHC registered for FRN 0015311582. FRN 0015311582 is the FRN used on VHC's Worksheets. VHC did not maintain current information for this FRN.

9. Between 2020 and 2023, VHC submitted inaccurate Annual Worksheets. In July 2024, VHC submitted revised Annual Worksheets. As a result, the administrators of the USF, NANP, and the TRS Fund as well as the Commission's Office of Managing Director (OMD) determined that VHC underpaid its contributions to the USF, assessments for administration of the NANP, contributions to the TRS Fund, and federal regulatory fees, respectively. Specifically, USAC determined that the Company failed to pay its USF contributions in a full and timely manner between 2020 to 2023. USAC assessed a true-up in the amount of \$3,016,497.85. Welch determined that the Company failed to pay its NANP assessments in a full and timely manner between 2020 through 2023 and assessed a total true-up of \$4,749.12. Rolka Loubé determined that the Company failed to pay its TRS Fund contributions in a full and timely manner for the plan years 2020/2021 through 2023/2024 and assessed a total true-up of \$1,109,047.08. OMD determined that the Company failed to pay its federal regulatory fees for Fiscal Years 2020 through 2023 in a full and timely manner and assessed a total true-up of \$270,347.91. VHC timely paid its true-up assessments.

10. To settle this matter, the Bureau and VHC enter into this Consent Decree and agree to the following terms and conditions.

### 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.** The Company agrees that the Bureau has jurisdiction over it and its wholly owned subsidiary, VBI, and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

13. **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.

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 Commission 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 Commission 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.<sup>15</sup>

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<sup>15</sup> See 47 CFR § 1.93(b).

15. **Admission of Liability.** The Company admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 14 herein, that the actions as delineated in paragraphs 7, 8 and 9 violated the Worksheet Rules, Contributions Rules, and CORES Rules.

16. **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. 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 Worksheet Rules, Contributions Rules, and CORES Rules prior to assuming his or her duties.

17. **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 ensure the Company's future compliance with the Worksheet Rules, Contributions Rules, and CORES Rules and with the terms and conditions of this Consent Decree. The Company will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, the Company shall establish Operating Procedures that all Covered Employees must follow to help ensure their compliance with the Worksheet Rules, Contributions Rules, and CORES Rules. The Operating Procedures shall include internal procedures and policies specifically designed to ensure compliance with the Worksheet Rules, Contributions Rules, and CORES Rules, including, but not limited to, filing accurate Worksheets in a timely manner by VHC and VBI, respectively, timely and fully paying contributions and assessments to the USF, TRS Fund, NANP, and federal regulatory fees, and maintaining current information in CORES for each and every FRN held by VHC and VBI, respectively. The Company shall also develop a Compliance checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Worksheet Rules, Contributions Rules, and CORES Rules.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Worksheet Rules and CORES Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure compliance with the Worksheet Rules, Contributions Rules, and CORES Rules. The Company shall periodically review and revise the Compliance Manual as necessary to ensure 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 Worksheet Rules, Contributions Rules, and CORES Rules, and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of the obligation to report any noncompliance with the Worksheet Rules, Contributions Rules, and CORES Rules under paragraph 18 of this Consent Decree and shall be instructed on how to disclose noncompliance to the relevant Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such

person becomes a Covered Employee. 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.

18. **Reporting Noncompliance.** The Company shall report any noncompliance with the Worksheet Rules, Contributions Rules, and CORES Rules, and with the terms and conditions of this Consent Decree that substantially impacts USAC's, Rolka Loube's, Welch LLP's, and OMD's respective ability to determine the Company's responsibilities under the aforementioned rules 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 it 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 it has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street NE, Washington, DC 20554, with a copy submitted electronically to [IHDTelecom@fcc.gov](mailto:IHDTelecom@fcc.gov) and [EnforcementBureauIHD@fcc.gov](mailto:EnforcementBureauIHD@fcc.gov).

19. **Compliance Reports.** The Company shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of the Company's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Worksheet Rules, Contributions Rules, and CORES 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 has personal knowledge that the Company: (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>16</sup>
- (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 taken or will be taken to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps taken or will be taken 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 the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street NE, Washington, DC 20554, with a copy submitted electronically to [IHDTelecom@fcc.gov](mailto:IHDTelecom@fcc.gov) and [EnforcementBureauIHD@fcc.gov](mailto:EnforcementBureauIHD@fcc.gov).

20. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 16 through 19 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

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<sup>16</sup> 47 CFR § 1.16.

21. **Settlement Payment.** The Company will pay a Settlement Payment to the United States Treasury in the amount of two million dollars (\$2,000,000) within thirty (30) calendar days of the Effective Date. The Company acknowledges and agrees that upon execution of this Consent Decree, the Settlement Payment shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).<sup>17</sup> 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 [IHDTelecom@fcc.gov](mailto:IHDTelecom@fcc.gov) and [EnforcementBureauIHD@fcc.gov](mailto:EnforcementBureauIHD@fcc.gov), on the date said payment is made. Payment of the Settlement Payment 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 payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:<sup>18</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>19</sup> or printed CORES form<sup>20</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>21</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

<sup>17</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>18</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

<sup>19</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

<sup>20</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>21</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

22. **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 Settlement Payment 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 Settlement Payment 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 Settlement Payment, 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.

24. **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 any 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 Act<sup>22</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 the Company does not expressly consent) that provision will be superseded by such Rule or order.

28. **Successors and Assigns.** The Company 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 the 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

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<sup>22</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.



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.

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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Patrick Webre  
Acting Chief  
Enforcement Bureau

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Date

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Shari Wilkozek  
General Counsel  
Vonage Holdings Corp.

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Date