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

In the Matter of	)	
	)	
RazorLine, LLC	)	File No.: EB-IHD-24-00037140
	)	CD Acct. No.: 202632080006
	)	FRN: 0011578648
	)	
	)	

ORDER

Adopted: July 31, 2026 **Released: July 31, 2026**

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 Razorline, LLC (RazorLine) failed to make full and timely payments to the Universal Service Fund (USF) and Telecommunications Relay Service (TRS) Fund. To settle this matter, RazorLine admits to the facts underlying the investigation as set forth in the Consent Decree, will implement a compliance plan, and will pay a $25,000 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 RazorLine's compliance with sections 251(e)(2) and 254(d) of the Communications Act of 1934, as amended (Act),[1] and sections 54.706 and 64.604(c)(5)(iii)(A) 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 RazorLine'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. §§ 251(e)(2), 254(d).

[2] 47 CFR §§ 54.706, 64.604(c)(5)(iii)(A).

[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 Gene Dry, CEO, RazorLine, LLC, 2800 Veteran's Memorial Blvd., Suite 355, Metairie, LA 70002, and John Heitmann, Counsel for RazorLine, Nelson Mullins Riley & Scarborough LLP, 101 Constitution Ave, NW, Suite 900, Washington, DC 20001.

FEDERAL COMMUNICATIONS COMMISSION

Patrick Webre
Chief
Enforcement Bureau

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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and RazorLine, LLC (RazorLine or Company), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether RazorLine violated sections 251(e)(2) and 254(d) of the Communications Act of 1934, as amended (Act), and sections 54.706(a), and 64.604(c)(5)(iii)(A) of the Commission's rules (Rules) in connection with RazorLine's failure to make full and timely payments to the Universal Service Fund (USF) and Telecommunications Relay Service (TRS) Fund. To resolve this matter, RazorLine agrees to implement a three-year compliance plan, remain compliant with its payment obligations to the USF and TRS Fund, make good-faith efforts to pay its debt to the United States Treasury, and pay a $25,000 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.[4]

(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 202632080006, associated with payment obligations described in paragraph 17 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 RazorLine is subject by virtue of its business activities, including but not limited to the Contribution and Filing Rules.

(g) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.

[4] 47 U.S.C. § 151, *et seq.*

(h) "Contribution and Filing Rules" means sections 251(e)(2) and 254(d) of the Act and sections 54.706(a), and 64.604(c)(5)(iii)(A) of the Rules and other Communications Laws related to making required payments to the USF and TRS Fund.

(i) "Covered Employees" means all employees and agents of RazorLine who perform, supervise, oversee, or manage the performance of, duties that relate to RazorLine's responsibilities under the Communications Laws, including the Contribution and Filing Rules.

(j) "Effective Date" means the date by which both the Bureau and RazorLine 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-24-00037140 regarding whether RazorLine violated the Contribution and Filing Rules.

(l) "LOI" means the Letter of Inquiry issued by the Bureau to RazorLine on October 11, 2024, in EB-IHD-24-00037140 in connection with RazorLine's compliance with the Act and the Commission's Rules.

(m) "Operating Procedures" means the standard internal operating procedures and compliance policies established by RazorLine to implement the Compliance Plan.

(n) "Parties" means RazorLine and the Bureau, each of which is a "Party."

(o) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.

(p) "RazorLine or Company" means RazorLine, LLC and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

II. BACKGROUND

3. *Legal Background*. In implementing section 254(d) of the Act, the Commission directed all telecommunications carriers providing interstate telecommunications services to contribute to the USF based on their interstate and international end-user telecommunications revenues.[5] Section 254(d) also requires certain providers of interstate telecommunications to contribute to the USF.[6] In addition, certain service providers are also required to contribute to the TRS Fund, LNP, and NANP administration, and pay federal regulatory fees.[7]

4. *Factual Background*. RazorLine is a Louisiana limited liability company that provides interconnected Voice over Internet Protocol (VoIP) services to business end users.[8] By virtue of its business activities, RazorLine is required to make payments to the USF and TRS Fund.[9] Additionally,

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[5] *See* 47 U.S.C. § 254(d); 47 CFR § 54.706(a)-(b).

[6] *See* 47 U.S.C. § 254(d); 47 CFR § 54.706(a).

[7] *See* 47 U.S.C. §§ 159(a), 225(b)(1), 254(e)(2); 47 CFR §§ 1.1152–1.1156, 1.1157(b), 52.17, 64.604(c)(5)(iii)(A); *Telecommunications Relay Services and the Americans with Disabilities Act of 1990*, Third Report and Order, 8 FCC Rcd 5300, 5301, para. 7 (1993).

[8] Letter from Gene Dry, Chief Executive Officer, RazorLine, LLC, to Patrick McGrath, Chief, Investigations and Hearings Division, FCC Enforcement Bureau, at 3, 5, Responses to Requests 1 and 5 (Nov. 11, 2024) (on file in EB-IHD-24-00037140) (LOI Response).

[9] *See* 47 U.S.C. § 254(d); 47 CFR §§ 54.706(a), 64.604(c)(5)(iii)(A).

RazorLine is registered in the Robocall Mitigation Database (RMD).[10] Registration with the Robocall Mitigation Database constitutes a certification issued by the Commission for purposes of jurisdiction under section 503 of the Act.[11]

5. On July 2, 2024, the Universal Service Administrative Company (USAC), the administrator of the USF, referred RazorLine to the Bureau for investigation in connection with its failure to make complete USF payments.[12] On October 11, 2024, the Bureau issued an LOI to RazorLine.[13] On November 11, 2024, RazorLine provided a response.[14] Through its investigation, the Bureau determined that RazorLine had failed to pay over 60 invoices issued by USAC in connection with the USF, and had failed to make full and timely payments of its obligations to the TRS Fund for several plan years.[15]

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

III. TERMS OF AGREEMENT

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

8. **Jurisdiction**. RazorLine 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.

9. **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.

10. **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, RazorLine agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of

[10] *See* RazorLine, LLC Robocall Mitigation Database Certification, RMD0002616 (April 2, 2024), available at: https://fccprod.servicenowservices.com/rmd?id=rmd_form&table=x_g_fmc_rmd_robocall_mitigation_database&sys_id=4d07608b1bfc3c107ccf20ecac4bcbef&view=sp (last visited Jan. 9, 2026).

[11] *See Matter of Call Authentication Tr. Anchor*, WC Docket No. 17-97, Sixth Report and Order and Further Notice of Proposed Rulemaking, 38 FCC Rcd 2573, 2608, para. 70 (2023); *see also* 47 U.S.C. § 503 (stating that persons who fail to comply with the terms of any license, permit, certificate, or other instrument or authorization issued by the Commission are liable to the United States for a forfeiture penalty).

[12] *See* E-Mail from Elfren Castro, Senior Manager of Contributor Operations, USAC, to David Janas, Special Counsel, Investigations and Hearings Division, FCC Enforcement Bureau (Jul. 2, 2024 16:23 EDT) (on file in EB-IHD-24-00037140).

[13] Letter from Patrick McGrath, Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to Gene Dry, Chief Executive Officer, RazorLine, LLC (Oct. 11, 2024) (on file in EB-IHD-24-00037140) (LOI).

[14] *See* LOI Response, *supra* note 5.

[15] USAC reported that RazorLine had failed to pay 62 invoices issued between August 15, 2018, and February 15, 2024 (due respectively between September 14, 2018, and March 15, 2024). *See* Draft Letter from Fred Theobald, Director of Contributor Operations, USAC, to David Janas, Special Counsel, Investigations & Hearings Division, FCC Enforcement Bureau (rec'd Dec. 27, 2024) (on file in EB-IHD-24-00037140). Rolka Loube, the administrator of the TRS Fund, reported that RazorLine had made no or only partial payments on its obligations due between 2016 and 2021. *See* Email from Theresa Conway, Senior Program Analyst, Rolka Loube, to Ryan Mitchell, Attorney Advisor, Investigations & Hearings Division, FCC Enforcement Bureau (Jan. 9, 2025 13:16 EST) (on file in EB-IHD-24-00037140).

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 RazorLine concerning the matters that were the subject of the Investigation, or to set for hearing the question of RazorLine'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.[16]

11. **Admission of Facts**. RazorLine admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 10 herein, that paragraph 5 reflects a true and accurate description of the facts underlying the investigation.

12. **Compliance Officer**. Within thirty (30) calendar days after the Effective Date, RazorLine 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 RazorLine 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 Contribution and Filing Rules prior to assuming his/her duties.

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

(a) **Operating Procedures**. Within thirty (30) calendar days after the Effective Date, RazorLine shall establish Operating Procedures that all Covered Employees must follow to help ensure RazorLine's compliance with the Contribution and Filing Rules. RazorLine's Operating Procedures shall include internal procedures and policies specifically designed to ensure that it makes full and timely payments on its obligations to the USF, TRS Fund, and monies owed to the United States Treasury with regard to any monies owed to the USF and/or TRS that were transferred to the United States Treasury for collection. RazorLine shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Contribution and Filing 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 Contribution and Filing Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure RazorLine's compliance with the Contribution and Filing Rules. RazorLine shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. RazorLine shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.

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[16] *See* 47 CFR § 1.93(b).

(c) **Compliance Training Program**. RazorLine shall establish and implement a Compliance Training Program on compliance with the Contribution and Filing Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of RazorLine's obligation to report any noncompliance with the Contribution and Filing Rules and any failure to make a required payment on its debt to the United States Treasury under paragraph 14 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. RazorLine 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.

14. **Reporting Noncompliance**. RazorLine shall report any noncompliance with the Contribution and Filing 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 RazorLine 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 RazorLine has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Bureau at IHDTelecom@fcc.gov.

15. **Compliance Reports**. RazorLine 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 RazorLine's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Contribution and Filing Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of RazorLine, stating that the Compliance Officer has personal knowledge that RazorLine: (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 14 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.[17]

(c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of RazorLine, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each

[17] 47 CFR § 1.16.

instance of noncompliance; (ii) the steps that RazorLine 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 RazorLine has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

(d) All Compliance Reports shall be submitted to the Bureau at IHDTelecom@fcc.gov.

16. **Termination Date**. Unless stated otherwise, the requirements set forth in paragraphs 12 through 15 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

17. **Voluntary Contribution**. RazorLine will pay a voluntary contribution to the United States Treasury in the amount of twenty-five thousand ($25,000) within thirty (30) days of the Effective Date. RazorLine 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).[18] Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. RazorLine shall send electronic notification of payment to IHDTelecom@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:[19]

- 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[20] or printed CORES form[21] 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 (Payor FRN).[22] 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

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

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

[20] FCC Form 159 is accessible at https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159.

[21] 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.

[22] Instructions for completing the form may be obtained at http://www.fcc.gov/Forms/Form159/159.pdf.

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.

18. **Event of Default**. RazorLine agrees that an Event of Default shall occur upon (1) the failure by RazorLine to pay the full amount of the Voluntary Contribution on or before the due date specified in this Consent Decree; or (2) the failure by RazorLine to timely pay its obligations to either the USF and/or TRS Fund at any time after the Effective Date and while it remains subject to the provisions of this Consent Decree; or (3) the failure by RazorLine to timely make its payment obligations to the United States Treasury pursuant to a payment plan or an Offer in Compromise (IRS Form 656) accepted by the United States Treasury with regard to any monies owed to the USF and/or TRS that were transferred to the United States Treasury for collection.

19. **Liquidated Damages, Interest, Charges for Collection, and Acceleration of Maturity Date**. Each Party hereby agrees that any Event of Default under this Consent Decree shall be considered harm to the FCC, and the liquidated damages of such harm is valued at not less than twenty-five thousand dollars ($25,000). These liquidated damages will be added to and considered part of the Voluntary Contribution immediately upon the Event of Default. 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 RazorLine.

20. **Waivers**. As of the Effective Date, RazorLine 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. RazorLine 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 RazorLine nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and RazorLine shall waive any statutory right to a trial *de novo*.

RazorLine hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act[23] relating to the matters addressed in this Consent Decree.

21. **No Waiver by the Commission**. The Commission's failure to insist upon strict compliance with any provision of the Consent Decree or the failure to assert any right the Commission may have, including, without limitation, the Commission's right to seek Liquidated Damages from RazorLine upon an Event of Default pursuant to paragraph 19, shall not be deemed to be a waiver of such right or any other provision of this Consent Decree.

22. **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.

23. **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.

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

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

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

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

28. **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.

29. **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.

30. **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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[23] *See* 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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Patrick Webre
Chief
Enforcement Bureau

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Date

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Gene Dry
Chief Executive Officer
RazorLine, LLC

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Date