

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)	
)	
West Safety Communications, Inc.)	File No.: EB-SED-19-00028388
)	Acct. No.: 202032100001
)	FRN: 0005056791

ORDER

Adopted: November 4, 2019

Released: November 4, 2019

By the Chief, Enforcement Bureau:

1. A call to a first responder at a moment of critical need is one of the most important calls an individual may ever make. Congress has made emergency communication services a national priority, and the Commission has repeatedly emphasized that robust and reliable 911 service must be available nationwide. It is therefore incumbent upon the Commission to ensure that telecommunications carriers provide reliable 911 service at all times. The Enforcement Bureau (Bureau) of the Federal Communications Commission has therefore entered into a Consent Decree to resolve its investigation into whether West Safety Communications, Inc. (WSC) reasonably designed and operated its 911 network to ensure reliable transmission of all 911 calls. To settle this matter, WSC will implement a compliance plan and will pay a \$175,000 civil penalty. This action will help ensure the reliability of the nation’s 911 networks.

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 WSC’s compliance with the 911 call transmission requirements of section 64.3001 of the Commission’s rules (Rules).¹

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of WSC’s basic qualifications to hold or obtain any Commission license or authorization.²

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Communications Act of 1934, as amended,³ and the authority delegated by sections 0.111 and 0.311 of the Rules,⁴ 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 CFR § 64.3001.

² See 47 CFR § 1.93(b).

³ 47 U.S.C. § 154(i).

⁴ 47 CFR §§ 0.111, 0.311.

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 Louis Brucculeri, Executive Vice President, General Counsel, West Corporation, 11808 Miracle Hills Dr. Omaha, NE 68154, and to counsel for West Safety Communications, Steven A. Augustino, Esq., Kelley Drye & Warren LLP, Washington Harbour, Suite 400, 3050 K Street, NW, Washington, DC 20007.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of)	
)	
West Safety Communications Inc.)	File No.: EB-SED-19-00028388
)	Acct. No.: 202032100001
)	FRN: 0005056759

CONSENT DECREE

1. The Federal Communications Commission (Commission) takes seriously its role in safeguarding the nation's 911 network, as it is a critical, potentially life-saving component of our nation's public safety communications infrastructure. The Commission's Enforcement Bureau and West Safety Communications Inc. (WSC), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether WSC violated section 64.3001 of the Commission's rules in connection with a 911 outage that occurred on August 1, 2018. As set forth herein, to resolve this matter, WSC will further develop and refine its existing 911 outage detection and recovery procedures through a compliance plan and pay a \$175,000 civil penalty. Through this Consent Decree, WSC and the Commission remain committed to protecting the integrity of the nation's 911 network.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "911 Outage" means the 911 outage on August 1, 2018, reported to the Commission by WSC, which involved the failure of certain 911 calls to reach Public Safety Answering Points (PSAPs) on WSC's wireline telecommunications network for 65 minutes in nine states.
 - (b) "911 Service Rules" means section 64.3001 of the Rules¹ and other provisions of the Act, the Rules, and Commission orders related to 911 service obligations.
 - (c) "Act" means the Communications Act of 1934, as amended.²
 - (d) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (e) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
 - (f) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
 - (g) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which WSC is subject by virtue of its business activities, including but not limited to the 911 Service Rules.

¹ 47 CFR § 64.3001.

² 47 U.S.C. § 151 *et seq.*

- (h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
- (i) “Covered Employees” means all employees and agents of WSC who perform, supervise, oversee, or manage the performance of duties that relate to WSC’s responsibilities under the 911 Service Rules.
- (j) “Effective Date” means the date by which both the Bureau and WSC have signed the Consent Decree.
- (k) “Investigation” means the investigation commenced by the Bureau in EB-SED-19-00028388 regarding whether WSC and its regulated affiliates violated the 911 Service Rules.
- (l) “Operating Procedures” means the standard internal operating procedures and compliance policies established by WSC to implement the Compliance Plan.
- (m) “Parties” means WSC and the Bureau, each of which is a “Party.”
- (n) “PSAP” means a Public Safety Answering Point.³
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (p) “WSC” means West Safety Communications Inc., and its predecessors-in-interest and successors-in-interest, as well as any affiliates and subsidiaries to the extent they provide services relied upon by WSC in connection with activities related to WSC’s responsibilities under the 911 Service Rules.

II. BACKGROUND

3. Section 64.3001 of the Rules states that “[a]ll telecommunications carriers shall transmit all 911 calls to a PSAP, to a designated statewide default answering point, or to an appropriate local emergency authority as set forth in § 64.3002.”⁴ This rule is intended to ensure seamless, ubiquitous, and reliable 911 service nationwide, requiring all telecommunications carriers to implement a 911 system with the fundamental capacity to transmit all 911 calls to a PSAP, including the capability to prevent, detect, and quickly resolve outages.

4. WSC provides telecommunications-related services to its PSAP customers, including 911 call routing and location services to PSAPs under contract as a covered 911 service provider.⁵ On August 1, 2018, a West Safety Services, Inc. (WSS)⁶ technician made an inadvertent switch configuration change to one of the two switches that WSC relies on to provide 911 services to PSAPs. This change disrupted the delivery of 911 calls by WSC to PSAPs in nine states. WSC acknowledges that it is responsible for complying with applicable Commission rules regardless of any alleged failures by WSS in connection with activities related to WSC’s provision of 911 services to PSAPs. The resulting 911 Outage prevented the transmission of 463 911 calls by WSC to the affected PSAPs for 65 minutes. WSS identified increased 911 call volume on the tertiary failover call path provided by its emergency call relay center approximately one minute after the 911 Outage began, referred the issue to the WSS network operations center approximately ten minutes later, and restored normal 911 service in just over an hour after the 911

³ See 47 CFR § 64.3000(c).

⁴ 47 CFR § 64.3001.

⁵ WSC is also a “telecommunications carrier” as that term is defined in 47 U.S.C. § 153(51).

⁶ WSS is the parent company of WSC. WSS is not a “wireline communications provider” as that term is defined in 47 CFR § 4.3(g) nor is it a covered 911 service provider as that term is defined in 47 CFR § 12.4.

Outage began. During the 911 Outage, WSS returned a cause code 3 (indicating “no route to destination”) to the affected originating carriers impacted by the 911 Outage and certain of these carriers were able to advance route their calls to WSS’s other switch over their alternate trunk route. Additionally, certain carriers were able to complete calls during the 911 Outage because their traffic was load balanced between the two WSS switches. However, some carriers had not load balanced their traffic between the two switches and/or were not able to advance route their calls during the 911 Outage, which exacerbated the impact of the outage. Following the 911 Outage, WSS implemented software improvements to prevent recurrence of the type of inadvertent error that caused the 911 Outage as well as enhanced alarming to provide better notice of potential 911 outage events.

5. On February 13, 2019, the Bureau’s Spectrum Enforcement Division (Division) issued a Letter of Inquiry (LOI) to WSS directing it to submit a sworn written response to a series of questions relating to the 911 Outage.⁷ On April 23, 2019, the Division issued a follow-up LOI to WSC’s counsel regarding the 911 Outage.⁸ On May 24, 2019, the Division sent an e-mail to WSC’s counsel with additional questions regarding the 911 Outage.⁹ WSC timely responded to these LOIs and additional questions.¹⁰ Based upon the facts adduced during the Investigation, the Bureau concluded that WSC’s actions violated section 64.3001 of the Rules with respect to the 911 Outage. WSC disputes the Bureau’s conclusion and interpretation of section 64.3001 of the Rules.

6. WSC and the Bureau subsequently engaged in settlement negotiations. To settle this matter, WSC 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.** WSC 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.

⁷ See Letter of Inquiry from Elizabeth Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Mary Boyd, Vice President, Government and External Affairs, West Safety Services, Inc. (Feb. 13, 2019) (on file in EB-SED-19-00028388).

⁸ See Supplemental Letter of Inquiry from Elizabeth Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Steven A. Augustino, Kelley Drye & Warren LLP (April 23, 2019) (on file in EB-SED-19-00028388).

⁹ See E-mail from Eric Ehrenreich, Spectrum Enforcement Division, FCC Enforcement Bureau, to Steven A. Augustino and J. Bradford Currier, Kelley Drye & Warren LLP (May 24, 2019) (on file in EB-SED-19-00028388). On May 2, 2019, the Parties entered into a Tolling Agreement tolling the Statute of Limitations for violations that would have expired on or after July 31, 2019 to October 30, 2019. See Tolling Agreement, signed May 2, 2019 (on file in EB-SED-19-00028388). On October 29, 2019, the Parties entered into a Tolling Agreement Extension further tolling the Statute of Limitations for violations that would have expired on or after July 31, 2019, to and including November 14, 2019. See Tolling Agreement Extension, signed October 29, 2019 (on file in EB-SED-19-00028388).

¹⁰ See Letter of Inquiry Response and attachments from Steven A. Augustino, Kelley Drye & Warren LLP, to Marlene H. Dortch, Secretary, FCC (March 15, 2019); Letter of Inquiry Second Response and attachments from Steven A. Augustino, Kelley Drye & Warren LLP, to Marlene H. Dortch, Secretary, FCC (March 29, 2019); Supplemental Letter of Inquiry Response and attachments from Steven A. Augustino, Kelley Drye & Warren LLP, to Marlene H. Dortch, Secretary, FCC (May 3, 2019); Second Supplemental Letter of Inquiry Response and attachments from Steven A. Augustino, Kelley Drye & Warren LLP, to Eric Ehrenreich, Spectrum Enforcement Division, FCC (June 5, 2019) (all on file in EB-SED-19-00028388).

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, WSC agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against WSC concerning the matters that were the subject of the Investigation, or to set for hearing the question of WSC's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹¹

11. **Admission.** The Parties agree for the purpose of this Consent Decree, and in express reliance on the provisions of paragraph 10 herein, that paragraph 4 contains a true and accurate description of the facts underlying the Investigation. The Parties further agree that this Consent Decree does not constitute a legal finding by the Commission regarding WSC's compliance or noncompliance with any law.

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, WSC shall designate a senior corporate manager or above with requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below himself/herself, or through appropriate delegation of such duties to senior personnel responsible for WSC's 911 operations. The person designated as the Compliance Officer shall be responsible for overseeing the development, implementation, and administration of the Compliance Plan and ensuring that WSC 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 911 Service Rules prior to assuming his/her duties.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, WSC agrees that it shall, within the dates set out below, develop and implement a Compliance Plan designed to ensure future compliance with the 911 Service Rules and with the terms and conditions of this Consent Decree. To that end, WSC will implement the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, WSC shall establish Operating Procedures that all Covered Employees must follow to help ensure that WSC complies with the 911 Service Rules. WSC's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Compliance Processes in paragraph 13(b) are met. WSC shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the 911 Service Rules.
- (b) **Compliance Processes.** WSC shall continue to develop and implement processes in the evolving 911 environment to (1) *Identify* risks that could result in disruptions to 911 service; (2) *Protect* against such risks; (3) *Detect* future 911 outages; (4) *Respond* to such outages with remedial actions; and (5) *Recover* from such outages as soon as practicable. In this regard, WSC shall:
 - i. Within forty-five (45) calendar days of the Effective Date, identify measures it deems appropriate to detect disruptions in 911 service in its (or WSS's) network

¹¹ See 47 CFR § 1.93(b).

facilities used to provide 911 services to PSAPs, and, within sixty (60) calendar days, develop and submit to the Commission a roadmap with specific objectives and timelines for implementing such measures to bring future 911 outages to the timely attention of WSC;

- ii. Within sixty (60) calendar days of the Effective Date, audit the thresholds for detecting disruptions in 911 service to assess whether critical network elements and equipment in its (or WSS's) network facilities used to provide 911 services to PSAPs have appropriate thresholds set;
 - iii. Within sixty (60) calendar days of the Effective Date, establish procedures for periodic reviews of methods of procedure (MOP) regarding work on its (or WSS's) physical and logical/virtual 911 networks used to provide 911 services to PSAPs in order to assess potential steps in a MOP where inadvertent errors could occur and cause network disruption and, for any such potential steps, implement any revisions to the MOP and/or network to prevent such network disruption;
 - iv. Within sixty (60) calendar days of the Effective Date, implement a methodology and standards to ensure that its (or WSS's) network components used to provide 911 services to PSAPs have protections in place when those components are modified, including implementation of appropriate testing processes for network components after modification work has been completed;
 - v. Within sixty (60) calendar days of the Effective Date, provide clear instructions to all originating service providers who transmit their 911 calls directly to WSC's 911 network on how they should best handle a returned 911 call that has failed to transmit to the appropriate PSAP through WSC's 911 network, including with regard to the various error messages/cause codes that might be generated for such a returned call.
- (c) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall oversee the development and distribution of a Compliance Manual (which may be in electronic form) to all Covered Employees. The Compliance Manual shall set forth the 911 Service Rules and the Operating Procedures that Covered Employees shall follow to help ensure that WSC complies with the 911 Service Rules. WSC shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. WSC shall distribute notice of any revisions to the Compliance Manual promptly to all Covered Employees whose responsibilities are affected by the revisions.
- (d) **Compliance Training Program.** WSC shall establish and implement a Compliance Training Program on compliance with the 911 Service Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of WSC's obligation to report any material noncompliance with the 911 Service Rules under paragraph 14 of this Consent Decree and shall be instructed on how to disclose such 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. WSC 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.** Beginning sixty (60) calendar days after the Effective Date, WSC shall report any material noncompliance with the 911 Service 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 material noncompliance; (ii) the steps that WSC has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions were or will be taken; and (iv) the steps that the WSC has taken or will take to prevent the recurrence of any such noncompliance. All reports of material noncompliance shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, using the Spectrum Enforcement Division's mailbox at EB-SED-Response@fcc.gov, with a copy submitted electronically to Eric Ehrenreich at Eric.Ehrenreich@fcc.gov and JoAnn Lucanik at JoAnn.Lucanik@fcc.gov. A copy of each noncompliance report shall also be submitted electronically to John Healy, Associate Division Chief, Cybersecurity and Communications Reliability Division, Public Safety and Homeland Security Bureau at John.Healy@fcc.gov. The obligation to report such noncompliance shall continue until thirty-six (36) months after the Effective Date.

15. **Compliance Reports.** WSC shall file compliance reports with the Bureau 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 WSC's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the 911 Service Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of WSC, stating that the Compliance Officer has personal knowledge that WSC: (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 material 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.¹²
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of WSC, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of material noncompliance; (ii) the steps that WSC has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions were or will be taken; and (iii) the steps that WSC has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action was or will be taken.
- (d) All Compliance Reports shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, using the Spectrum Enforcement Division's mailbox at EB-SED-Response@fcc.gov, with a copy submitted electronically to Eric Ehrenreich at

¹² 47 CFR § 1.16.

Eric.Ehrenreich@fcc.gov and JoAnn Lucanik at JoAnn.Lucanik@fcc.gov. A copy of each Compliance Report shall also be submitted electronically to John Healy, Associate Division Chief, Cybersecurity and Communications Reliability Division, Public Safety and Homeland Security Bureau at John.Healy@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. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act¹³ against WSC for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by WSC with the Communications Laws.

18. **Civil Penalty.** WSC will pay a civil penalty to the United States Treasury in the amount of one hundred seventy-five thousand dollars (\$175,000) within thirty (30) calendar days of the Effective Date. WSC shall send electronic notification of payment to Eric Ehrenreich at Eric.Ehrenreich@fcc.gov; JoAnn Lucanik at JoAnn.Lucanik@fcc.gov; and to the Spectrum Enforcement Division's mailbox at EB-SED-Response@fcc.gov on the date said payment is made. Payment of the civil penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),¹⁴ or by wire transfer. The Commission no longer accepts civil penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:¹⁵

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 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 may result in payment not being recognized as having been received. When completing FCC Form 159, 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).¹⁶ 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 the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log-in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu, and select the bill number associated with the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and then choose the "Pay by Credit Card" option. Please note that there is a \$24,999.99 limit on credit card transactions.

¹³ 47 U.S.C. § 208.

¹⁴ Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

¹⁵ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

¹⁶ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

- Payment by ACH must be made by using the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu and then select the bill number associated to the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and 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.

19. **Waivers.** As of the Effective Date, WSC 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. WSC 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 WSC nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and WSC shall waive any statutory right to a trial *de novo*. WSC hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹⁷ relating to the matters addressed in this Consent Decree.

20. **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.

21. **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.

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

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

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

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

26. **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.

27. **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.

¹⁷ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

28. **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.

Rosemary C. Harold
Chief
Enforcement Bureau

Date

Mary Boyd
Vice President of Regulatory and Government Affairs
West Safety Communications Inc.

Date