

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

In the Matter of)	
)	
Sprint Corporation)	File No.: EB-TCD-14-00017286
)	Acct. No.: 201532170016
)	FRN: 0022117618
)	
)	

ORDER

Adopted: September 24, 2015

Released: September 24, 2015

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 Sprint Corporation (Sprint or Company) was unable to accept and handle emergency calls made by users of its wireless Internet Protocol Captioned Telephone Service (IP CTS) and submitted inaccurate data to the Telecommunications Relay Service (TRS) Fund administrator. The ability to make emergency calls and to have them handled expeditiously is a critical service for all citizens, including persons with disabilities accessing our nation's communications network through TRS. Providers of TRS must be able accept and handle emergency calls at all times and to the extent there are any problems in accepting and handling such emergency calls, those problems should be detected by the TRS provider and notice should be provided to the Commission. In addition, in order to maintain the integrity of the TRS Fund and to avoid undermining the efficiency and effectiveness of the TRS program, it is essential that TRS providers adhere to Commission rules requiring those providers to submit accurate data to the TRS Fund administrator.

2. From March 28, 2014, through September 18, 2014, Sprint was unable to accept and handle emergency calls through its wireless IP CTS, and failed to detect this failure or notify the Commission. Further, Sprint submitted inaccurate data to the TRS Fund administrator and sought reimbursements the Company was not entitled to during the period the Company was not able to accept and handle emergency calls. To settle this matter, Sprint admits that the Company was not able to accept and handle emergency calls through its wireless IP CTS, and made inaccurate submissions to the TRS Fund administrator. Sprint will implement a compliance plan and will pay a \$1,175,000.00 civil penalty and will file regular compliance reports with the Bureau until the termination of the Consent Decree. Finally, the TRS Fund will be effectively reimbursed for the money paid to Sprint that the Company was not entitled to by withholdings by the TRS Fund administrator, which Sprint has agreed to and waived any rights to challenge.

3. 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 Sprint's compliance with the Commission's rules governing TRS.¹

4. In the absence of new material evidence relating to this matter, the Bureau will not institute, on its own motion, any new proceeding against Sprint concerning the matters that were the subject of the above referenced investigation.

¹ 47 C.F.R. §§ 64.604(a)(3)(ii), 64.604(c)(5)(iii)(D)(1), 64.605(a)(2).

5. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Communications Act of 1934, as amended,² and the authority delegated by Sections 0.111 and 0.311 of the Rules,³ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

6. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**.

7. **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 David Aspinall, Vice President, Sprint Business Enterprise Sales and Business Development, Sprint Corporation, 6450 Sprint Parkway, Overland Park, KS 66251, and to Steven A. Augustino, Esq., Counsel for Sprint Corporation, Kelley Drye & Warren LLP, 3050 K Street NW, Washington, DC 20007.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Chief
Enforcement Bureau

² 47 U.S.C. § 154(i).

³ 47 C.F.R. §§ 0.111, 0.311.

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CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission and Sprint Corporation (Sprint or Company), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Sprint violated Sections 64.604(a)(3)(ii), 64.604(c)(5)(iii)(D)(I), and 64.605(a)(2) of the Commission’s Rules, in the Company’s provision of Internet Protocol Captioned Telephone Service (IP CTS) and submissions to the Telecommunications Relay Services (TRS) Fund administrator.¹

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.²
 - (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) “Call Detail Record” or “CDR” shall mean the monthly data submissions the Company submits to the TRS Fund administrator for the purpose of seeking reimbursements from the TRS Fund.³
 - (e) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
 - (f) “Communications Assistant” or “CA” shall have the same meaning as the term is defined in 47 C.F.R. § 64.601(a)(10).
 - (g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Sprint is subject by virtue of its business activities.
 - (h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 15.
 - (i) “Covered Personnel” means all employees and agents of Sprint who perform, or

¹ 47 C.F.R. §§ 64.604(a)(3)(ii), 64.604(c)(5)(iii)(D)(I), and 64.605(a)(2).

² 47 U.S.C. § 151 *et seq.*

³ *See* 47 C.F.R. § 64.604(c)(5)(iii)(D)(I)-(3).

supervise, oversee, or manage the performance of duties that relate to Sprint's responsibilities as an IP CTS provider under the TRS Rules.

- (j) "Effective Date" means the date by which both the Bureau and Company have signed the Consent Decree.
- (k) "911 Call" means any IP CTS call initiated by an end-user by dialing 9-1-1 for the purpose of accessing an emergency service provider.
- (l) "Emergency Call Handling Requirements" means requirements adopted in the TRS Rules to enable emergency calling, including facilitating the acceptance and handling of 911 Calls made by TRS users.
- (m) "Sprint" or "Company" means Sprint Corporation and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (n) "Internet-based TRS or "iTRS" shall have the same meaning as the term is defined in 47 C.F.R. § 64.601(a)(15).
- (o) "Internet Protocol Captioned Telephone Service" or "IP CTS" shall have the same meaning as the term is defined in 47 C.F.R. § 64.601(a)(16).
- (p) "Internet Protocol Relay Service" or "IP Relay" shall have the same meaning as the term is defined in 47 C.F.R. § 64.601(a)(17).
- (q) "Investigation" means the investigation commenced by the Bureau in EB-TCD-14-00017286 regarding whether Sprint violated the TRS Rules governing 911 Calls and submissions to the TRS Fund administrator.
- (r) "Operating Procedures" means the standard internal operating procedures and compliance policies established by the Company to implement the Compliance Plan.
- (s) "Parties" means the Company and the Bureau, each of which is a "Party."
- (t) "Public Safety Answering Point" or "PSAP" shall have the same meaning as the term is defined in 47 C.F.R. § 64.3000(c).
- (u) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.
- (v) "Telecommunications Relay Services" or "TRS" shall have the same meaning as the term is defined in 47 C.F.R. § 64.601(a)(32).
- (w) "TRS Fund" means the fund used to compensate providers for their reasonable costs of providing interstate relay service and Internet-based forms of TRS, which include interstate and intrastate relay calls.
- (x) "TRS Fund administrator" means the entity designated by the Commission to administer the TRS Fund, currently "RolkaLoube".
- (y) "TRS Rules" means the regulations set forth at Section 64.601 through Section 64.636 of the Rules, 47 C.F.R. §§ 64.601-64.636, Commission orders implementing and interpreting 47 U.S.C. § 225 of the Act, and any other Rules and orders applicable to Sprint as an iTRS provider.

II. BACKGROUND

3. Telecommunications Relay Services enable an individual with a hearing or speech disability to communicate with others in a manner that is functionally equivalent to a hearing individual's

ability to communicate using voice communication services.⁴ In 2007, the Commission approved IP CTS as a compensable form of iTRS.⁵ IP CTS enables people who can use their own voice but have difficulty hearing when on a call, to engage in a telephone conversation using an Internet Protocol (IP) enabled device that allows them to listen while simultaneously reading captions of what the other party is saying.⁶ To receive compensation from the TRS Fund an IP CTS provider must be certified by the Commission, provide functionally equivalent service to users in accordance with the TRS Rules, and submit true and adequate data to the TRS Fund administrator.⁷

4. As a part of the functional equivalency mandate, TRS providers must be capable of handling any type of call normally provided by telecommunications carriers, including 911 Calls.⁸ To emphasize the importance of TRS users' access to emergency services, the Commission adopted specific Emergency Call Handling Requirements. Section 64.605(a)(2) of the Rules require IP CTS providers to accept and handle 911 Calls, determine an appropriate PSAP, designated statewide default answering point, or appropriate local emergency authority that corresponds to the caller's location, and relay the call to that entity. IP CTS providers also must implement a system that ensures that 911 Calls are answered before non-911 Calls, and among other things, allows the user's information, e.g., caller's name and location, to be collected at the beginning of the call and provided to the PSAP, designated statewide default answering point, or appropriate local emergency authority to enable an 911 Call to be reconnected in the event one or both legs of a call is disconnected.⁹ An IP CTS provider may allow third party entities to handle 911 Calls or any function associated with handling 911 Calls on its behalf, but the TRS provider that receives compensation from the Fund ultimately remains responsible for complying with the TRS Rules.¹⁰

5. As a common carrier, Sprint is eligible to provide TRS and receive compensation from the TRS Fund. Sprint currently provides several forms of TRS, including IP CTS which it has offered since 2008.¹¹ The Company's IP CTS, uses an automated speech recognition-based method to produce the captions delivered to users and is offered through hardwired telephones, and web and wireless applications. In September 2014, Commission staff tested Sprint's wireless IP CTS application, found that Sprint could not accept 911 Calls, and the Consumer and Governmental Affairs Bureau (CGB) notified Sprint of the failed test calls.¹² On October 7, 2014, the Bureau's Telecommunications

⁴ See 47 C.F.R. § 64.601(a)(32).

⁵ See, e.g., *Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, Declaratory Ruling, 22 FCC Rcd 379 (2007) (*IP CTS Declaratory Ruling*).

⁶ See 47 C.F.R. § 64.601(a)(16).

⁷ See 47 C.F.R. § 64.604(c)(5)(iii)(D)(I).

⁸ See 47 C.F.R. § 64.604(a)(3)(ii). The mandatory minimum standards governing the provision of TRS, requires that TRS providers have the capability to handle any type of call normally provided by telecommunications carriers unless the Commission determines that it is not technologically feasible to do so or the requirement to handle a specific type of call has been waived by the Commission.

⁹ See 47 C.F.R. § 64.605(a)(2).

¹⁰ See 47 C.F.R. § 64.605(a)(2)(i).

¹¹ Under the new rules adopted by the Commission requiring all iTRS providers to be Commission certified, Sprint and other providers providing iTRS by virtue of their status as a common carrier were granted interim eligibility to receive compensation from the TRS Fund until the Commission grants or denies their application for certification. *Structure and Practices of the Video Relay Services Program*, Second Report and Order and Order, 26 FCC Rcd 10898, 10922, para. 59 (2011)(*iTRS Certification Order*).

¹² See Letter from Scott R. Freiermuth, Counsel, Sprint Corp., to Gregory Hlibok, Chief, Disability Rights Office, Consumer and Governmental Affairs Bureau, FCC, (Oct. 7, 2014) (on file in EB-TCD-14-00017286)(Sprint CGB

Consumers Division (TCD) issued a Letter of Inquiry (LOI) to Sprint seeking information on its 911 Call handling process, including testing and complaints.¹³ Sprint filed timely responses to the inquiry.¹⁴

6. The Bureau's investigation determined that Sprint was unable to accept and handle 911 Calls through its wireless IP CTS application from March 28, 2014 through September 18, 2014.¹⁵ Sprint's filings indicate that the Company conducted an internal investigation and determined that on March 28, 2014, during a vendor's routine maintenance procedure, there was an error which resulted in the resetting of the communications path. During this period, Sprint stated that 911 Calls were not placed in a "high-priority queue" ahead of non-emergency calls as required.¹⁶ As a result, instead of Sprint directing the calls to an appropriate PSAP, designated statewide default answering point, or appropriate local emergency authority that corresponds to the caller's location, and relaying the call to that entity, an error message was sent to Sprint's wireless IP CTS application causing the application to disconnect 911 Calls; only wireless IP CTS calls were affected by this condition. The Company stated that after receiving notice of the 911 Call failures from CGB, routing for wireless IP CTS 911 Calls was expeditiously addressed and corrected on September 18, 2014. Sprint's failure to comply with the applicable TRS Rules, including the Emergency Call Handling Requirements, resulted in the Company's submission of inaccurate data to the TRS Fund administrator over an extended period.

7. Sprint's IP CTS wireless applications failure resulted in the TRS Fund administrator's withholding of reimbursements for the period that Sprint could not accept and handle 911 Calls.

III. TERMS OF AGREEMENT

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

9. **Jurisdiction.** Sprint 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.

10. **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.

11. **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, Sprint 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

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911 Letter Response) (stating that the Commission contacted Sprint to provide notice of the failed test calls on September 17, 2014); *see also* Letter from Gregory Hlibok, Chief, Disability Rights Office, Consumer and Governmental Affairs Bureau, FCC to Scott R. Freiermuth, Counsel, Sprint Corp., (Sept. 25, 2014) (on file in EB-TCD-14-00017286) and Email from Gregory Hlibok, Chief, Disability Rights Office, FCC Consumer and Governmental Affairs Bureau to Scott R. Freiermuth, Counsel, Sprint Corp., (Sept. 25, 2014 2:04PM) (on file in EB-TCD-14-00017286).

¹³ *See* Letter from Richard A. Hindman, Chief, Telecommunications Consumers Division, FCC to Scott R. Freiermuth, Counsel, Sprint Corp., (Oct. 7, 2014) (on file in EB-TCD-14-00017286)(LOI).

¹⁴ *See e.g.* Letter from Steven A. Augustino, Counsel, Sprint Corp., to Richard A. Hindman, Chief, Telecommunications Consumers Division, (Oct. 24, 2014) (on file in EB-TCD-14-00017286)(Oct 24 LOI Response). Sprint made at least ten additional responsive filings between October 30, 2014 and April 27, 2015.

¹⁵ *See* Oct 24 LOI Response at pp. 3-7.

¹⁶ *See* Oct 24 LOI Response at 7-8.

informal, or take any action on its own motion against Sprint concerning the matters that were the subject of the Investigation.

12. **Admissions.** Sprint admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 11 herein, that its actions as described in paragraph 6 herein violated, Sections 64.604(a)(3)(ii), 64.604(c)(5)(iii)(D)(I), and 64.605(a)(2) of the Rules.¹⁷ Sprint further admits that minutes generated through its wireless IP CTS application from March 28, 2014 to September 18, 2014 are non-compensable and not eligible for reimbursement from the TRS Fund. Additionally, Sprint admits that it is responsible for complying with applicable TRS Rules regardless of any alleged failures by its contractors.¹⁸

13. **Representations; Warranties.** Sprint represents and warrants that it has agreed to relinquish any and all rights and claims to reimbursements for IP CTS minutes submitted to or that can be submitted to the TRS Fund administrator that were generated through Sprint's wireless IP CTS application during the period described in paragraph 6 of this Consent Decree.

14. **Compliance Officer.** Within forty-five (45) calendar days after the Effective Date, Sprint shall designate a senior company manager with the requisite managerial 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 Company complies with the terms and conditions of the Compliance Plan and the 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 TRS Rules prior to assuming his/her duties.

15. **Compliance Plan.** For purposes of settling the matters set forth herein, Sprint agrees that it shall, within ninety (90) 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 TRS Rules, Sprint will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, Sprint shall establish and maintain Operating Procedures that the Compliance Officer and all Covered Personnel shall follow to help ensure Sprint's compliance with the IP CTS Rules. Sprint's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Sprint is able to provide IP CTS in compliance with the TRS Rules, including handling all types of calls and providing accurate data to the TRS Fund administrator. At a minimum the Company's Operating Procedures shall include procedures:
 - i. that enable the Compliance Officer to maintain records of any issues the Company experiences in complying with the Emergency Call Handling Requirements. The Operating Procedures will also enable the Company to retain records necessary for preparing the reports described in paragraphs 16 and 17 of this Consent Decree.

¹⁷ 47 C.F.R. §§ 64.604(a)(3)(ii), 64.604(c)(5)(iii)(D)(I), and 64.605(a)(2).

¹⁸ 47 U.S.C. § 217, *see also Triad Broadcasting Company, Inc.*, Memorandum Opinion and Order, 96 FCC 2d 1235, 1244, para. 21 (1984) (“the Commission has consistently refused to excuse licensees from forfeiture penalties where actions of employees or independent contractors result in violations”); *Eure Family Limited Partnership*, Memorandum Opinion and Order, 17 FCC Rcd 21861, 21863-64, para. 7 (2002). (“Commission precedent hold[s] that Commission licensees and regulatees are responsible for the willful acts and omissions of their independent contractors”).

- ii. to routinely assess the Company's compliance with the Emergency Call Handling Requirements. Assessments shall include the review of independent contractors, subcontractors, and agents utilized by Sprint in the provision of IP CTS.
 - iii. to annually conduct an assessment of internal processes that support submissions to the TRS Fund administrator and modify such processes as needed to improve the accuracy of submissions to the TRS Fund administrator. The annual assessments should incorporate the review of submission issues identified by Sprint, the TRS Fund administrator or the Commission.
 - iv. to routinely assess data collected on unforeseen service interruptions or events that, for 30 minutes or more, result in users losing connectivity during an iTRS call, prevent users from making and/or receiving calls, or prevent captions from being displayed to users during an iTRS call.
 - v. that govern the Company's oversight of and receipt of information from entities which Sprint contracts with as a part of its provision of IP CTS.
- (b) **Compliance Manual.** Within ninety (90) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Personnel. The Compliance Manual shall set forth the applicable TRS Rules and Operating Procedures that Covered Personnel shall follow to help ensure Sprint's compliance with the TRS Rules applicable to IP CTS providers and the terms and conditions of this Consent Decree. Sprint shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Sprint shall distribute any revisions to the Compliance Manual promptly to all Covered Personnel.
- (c) **Compliance Training Program.** Sprint shall establish and implement a Compliance Training Program on compliance with the applicable TRS Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Personnel shall be advised of Sprint's obligation to report any noncompliance with the applicable TRS Rules under paragraph 16 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Personnel shall be trained pursuant to the Compliance Training Program within one hundred twenty (120) calendar days after the Effective Date, except that any person who becomes a Covered Personnel 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 Personnel. Sprint 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.
- (d) **Additional Compliance Measures.** Sprint shall implement the following additional compliance measures:
- i. Within thirty (30) calendar days after the Effective Date, Sprint shall post a "911 Info" link that is prominently displayed on the Sprint Relay home page to inform and educate consumers on emergency calling for each of Sprint's iTRS services. By clicking on the link, iTRS users will be provided access to

- information on how to make 911 Calls using any iTRS product offered by the Company. The “911 Info” page shall include all requirements for using Sprint’s iTRS to make a 911 Call, any steps users will need to take to ensure that 911 Calls can be made, notices of any downloads and/or upgrades users must have to access and use Sprint’s service and a list of recommended minimum specifications for devices that are compatible with Sprint’s service for purposes of making 911 Calls.
- ii. Within thirty (30) calendar days after the Effective Date, Sprint shall post on its website, and timely update, recommended specifications for hardware and software for use with the wireless or web IP CTS applications.
 - iii. Within ninety (90) calendar days after the Effective Date, Sprint shall review, and modify as needed, policies aimed at reducing the misuse of IP CTS.
 - iv. Within sixty (60) calendar days after the Effective Date, and on a quarterly basis thereafter, Sprint shall test the Company’s compliance with the Emergency Call Handling Requirements and maintain all documents associated with the testing. These tests must include an assessment of the Company’s compliance with every aspect of the Emergency Call Handling Requirements, e.g., through delivery of a call to the PSAP, delivery of information to the PSAP, and reconnection of call legs. All test results by Sprint, and any entity that performed testing of Sprint’s IP CTS, must be in the Compliance Reports described in paragraph 17.
 - v. Within ninety (90) calendar days after the Effective Date, Sprint shall develop and implement processes to (1) *Identify* risks that could result in 911 Call failures, (2) *Protect* against such risks, (3) *Detect* future 911 Call failures, (4) *Respond* to such failures with remedial actions, including notification to consumers, and (5) *Recover* from such failures on a timely basis.
 - vi. As of the Effective Date, Sprint shall notify the Commission thirty (30) calendar days in advance of a voluntary iTRS interruption of more than thirty (30) minutes in duration. In the event that circumstances do not permit 30 calendar day notice to be provided, Sprint shall notify the Commission as promptly as possible prior to the planned interruption in service. Sprint shall submit a written notification to Gregory Hlibok, Chief, Disability Rights Office, Consumer and Governmental Affairs Bureau at Gregory.Hlibok@fcc.gov and TRSreports@fcc.gov.
 - vii. Within ninety (90) calendar days after the Effective Date, Sprint shall designate a contact person(s) for any entity with which Sprint’s contracts with as a part of its provision of IP CTS. The designated contact person(s) will be accessible to contractors twenty-four (24) hours per day, seven (7) days per week for notification and communication of issues impacting the acceptance and handling of 911 Calls made through Sprint’s IP CTS.
 - viii. Within one hundred and twenty (120) calendar days after the Effective Date, Sprint shall review and revise its existing policies (or develop policies if no such policies exist) and implement all policies that govern the Company’s oversight of entities which Sprint contracts with as a part of its provision of IP

CTS.

- ix. Within one hundred and twenty (120) calendar days after the Effective Date, Sprint shall review and revise its existing processes (or develop new processes where needed) for obtaining, analyzing, and documenting unforeseen service interruptions or events that, for 30 minutes or more, result in users losing connectivity during an iTRS call, prevent users from making and/or receiving calls, or prevent captions from being displayed to users during an iTRS call. Sprint's processes shall (1) collect and maintain relevant information from Covered Personnel and contractors about the service interruption(s) or event(s) and the impact on TRS users; (2) enable Sprint to mitigate future events; (3) allow Sprint to inform the Commission where appropriate; and (4) result in the delivery of a monthly report to the Compliance Officer that summarizes each service interruption or event that occurred during the prior month.
- x. Within one hundred and eighty (180) calendar days after the Effective Date, Sprint shall use best efforts to review and revise written agreements between Sprint and entities the Company contracts with in its provision of IP CTS to:
 1. designate a contact person from the contractor available twenty-four (24) hours per day, seven (7) days per week for communications;
 2. stipulate the terms, including timeframes and methodology, that will govern the contractor's communications with Sprint about (a) events that result in service interruptions, or events that, for 30 minutes or more, result in users losing connectivity during an iTRS call, prevent users from making and/or receiving calls, or prevent captions from being displayed to users during an iTRS call; (b) testing/test results and (c) internal reviews and/investigations;
 3. enable Sprint or its contractor(s) to provide the Bureau with all relevant and non-privileged information and/or documents requested as part of a Commission investigation into compliance with the TRS Rules applicable to IP CTS providers;
 4. ensure alarms are in place to provide for notification of 911 Call failures and to timely communicate relevant information to Sprint on such failures; and,
 5. ensure that after system modification or upgrades, the contractor (a) has verified that the system changes do not prevent users from making and receiving calls or Sprint and/or its agent(s) from being able to accept and handle all types of calls, including 911 Calls and (b) upon request, provides Sprint with evidence as to how the contractor verified that no adverse impact resulted from the system changes.

If Sprint is unable to execute or revise agreements with contractors as specified above within one hundred and eighty (180) days, it shall provide the Commission with a written explanation of why such agreement modifications could not be achieved.

16. **Reporting Noncompliance.** Sprint shall report any noncompliance with the TRS 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 and the minutes and/or telephone numbers involved in each instance of noncompliance; (ii) the steps that Sprint has taken or will take, including any monies paid back to the TRS Fund, to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Sprint has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, Room 3-C366, 445 12th Street SW, Washington, DC 20554, with copies submitted electronically to Sharon Lee at sharon.lee@fcc.gov and to fcebaaccess@fcc.gov.

17. **Compliance Reports.** Sprint shall file compliance reports with the Commission one hundred twenty (120) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Sprint's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the TRS Rules, including accepting and handling 911 Calls. At a minimum, each Compliance Report shall include the following:
 - i. A summary of all IP CTS 911 test calls made since the last Compliance Report was filed and the results of each test call regardless of whether the test calls were made by Sprint or by an entity performing on behalf of Sprint or pursuant to an agreement with Sprint, and the specific provision of the Commission's TRS Rules being tested on each call (e.g. 911 Call prioritization, ability to reconnect after a disconnection, ability to deliver to the PSAP the required information about the caller and Sprint, etc.).
 - ii. Specific failure detection mechanisms implemented under this Compliance Plan, including an explanation of any measures implemented or proposed to better detect systemic IP CTS 911 Call failures or non-compliance with the Emergency Call Handling Requirements.
 - iii. A description of all incidents of non-compliance identified since the last Compliance Report was filed and the date such incidents were reported to the Commission pursuant to paragraph 16 herein.
 - iv. A summary of unforeseen service interruptions or events that, for 30 minutes or more, resulted in users losing connectivity during an iTRS call, prevented users from making and/or receiving calls, or prevented captions from being displayed to users during an iTRS call. The summary shall, include all events occurring since the last Compliance Report and shall, at a minimum, include details such as a description of the event, the cause, the impact, the duration, whether the event was resolved and if so, when. The initial Compliance Report shall cover events from the Effective Date of this Consent Decree forward. Copies of all summaries shall also be submitted electronically to Gregory Hlibok, Chief, Disability Rights Office, Consumer and Governmental Affairs Bureau at Gregory.Hlibok@fcc.gov.
- (b) In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Sprint, stating that the Compliance Officer has personal knowledge that Sprint: (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 16 of this Consent Decree.
- (c) 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.¹⁹

- (d) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Sprint, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that Sprint 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 Sprint has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (e) All Compliance Reports shall be submitted to Chief, Telecommunications Consumer Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Sharon Lee at Sharon.Lee@fcc.gov and to fccebaaccess@fcc.gov. A copy of each Compliance Report shall also be submitted electronically to Gregory Hlibok, Chief, Disability Rights Office, Consumer and Governmental Affairs Bureau at Gregory.Hlibok@fcc.gov.

18. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 14 through 17 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

19. **Section 225 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to Section 225 of the Act²⁰ against Sprint or its affiliates 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 Sprint with the Communications Laws.

20. **Civil Penalty.** Sprint will pay a civil penalty to the United States Treasury in the amount of one million one hundred seventy-five thousand dollars (\$1,175,000) within thirty (30) calendar days of the Effective Date. Sprint shall send electronic notification of payment(s) to Sharon Lee at Sharon.Lee@fcc.gov and fccebaaccess@fcc.gov on the date said payment(s) is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.²¹ When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions that should be followed based on the form of payment selected:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

¹⁹ 47 C.F.R. § 1.16.

²⁰ 47 U.S.C. § 225.

²¹ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

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

22. **Interest, Penalties, Charges, Acceleration of Maturity Date and Collection.** Sprint agrees that, upon the occurrence of an Event of Default under this Consent Decree, the then unpaid amount of the Debt shall become immediately due and payable in full and that, until payment in full, the Debt shall, (i) commencing on the date of the Event of Default, accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent per annum; and (ii) commencing on the 91st day following an Event of Default, accrue a penalty of an additional 6 percent per annum. Sprint shall also be liable for payment of all administrative costs incurred in connection with the processing, handling and collection of the Debt. Upon an Event of Default, Sprint acknowledges and agrees that any collection procedure permitted by law may, at the Commission's discretion, be initiated. These remedies include but are not limited to, the Commission's offset of the Debt against any TRS Fund reimbursements owed to Sprint until the Debt is paid in full. If an Event of Default occurs, Sprint agrees that the Commission, through the Bureau, may direct the TRS Fund administrator to effectuate the offset against all TRS Fund reimbursements owed to Sprint and to send all such TRS funds, to the U.S. Treasury. Sprint waives all rights to notice, presentment, demand, protest, or notice of protest of any kind with respect to the occurrence of an Event of Default, acceleration of the Debt, accrual of interest, penalties and costs on the Debt, the Commission's exercise of any lawful collection procedure, including the Commission's right to offset, and all other rights that Sprint may have under the DCIA and its implementing regulations, including the Commission's debt collection regulations at 47 C.F.R. §§1.1901, *et seq.*

23. **Waivers.** As of the Effective Date, Sprint 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, including any challenge based on the statute of limitations described in 47 U.S.C. § 503(b)(6)(B). Sprint 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 Sprint nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Sprint shall waive any statutory right to a trial *de novo*. Sprint hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act²² relating to the matters addressed in this Consent Decree.

24. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be

²² See 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.1530.

held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

25. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

26. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which Sprint does not expressly consent) that provision will be superseded by such Rule or Order.

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

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

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

30. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

31. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

32. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Travis LeBlanc
Chief
Enforcement Bureau

Date

David Aspinall
Vice President, Sprint Business, Enterprise Sales and Business Development
Sprint Corporation

Date