

Before the  
Federal Communications Commission  
Washington, DC 20554

In the Matter of	)	
	)	
General Communication, Inc.	)	File No.: EB-SED-15-00020014
	)	Acct. No.: 201632100007
	)	FRN: 0001570951

**ORDER**

**Adopted: July 5, 2016**

**Released: July 6, 2016**

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether General Communication, Inc. (GCI), in connection with five separate 911 outages in its wireless network between August 2008 and April 2016, failed to deploy a 911 system with sufficient safeguards to ensure the completion of 911 calls, failed to timely notify emergency call centers in relation to three of these outages, and failed to timely submit outage reports to the Commission in relation to four of these outages. The Commission’s 911 network reliability, outage notification, and reporting requirements are designed to ensure that reliable 911 service is available to all Americans at all times and that emergency call centers and the Commission are aware of significant 911 outages. Without access to functional, reliable 911 service, consumers are at risk of being unable to complete one of the most important calls they may ever to make – a call to a first responder in a time of critical need.

2. To settle this matter, GCI admits that it violated 911 service reliability and outage notification and reporting rules, will implement a compliance plan, and will pay a \$2.4 million civil penalty. In assessing the civil penalty, the Bureau has taken into consideration the fact that four of the five outages took place in remote locations in Alaska.

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 GCI’s compliance with Sections 4.9(e), 20.18(b), 64.3001 and 64.3002 of the Commission’s rules.<sup>1</sup>

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

5. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Act<sup>3</sup> and the authority delegated by Sections 0.111 and 0.311 of the Commission’s rules,<sup>4</sup> the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

<sup>1</sup> 47 CFR § 4.9(e), 20.18(b), 64.3001 and 64.3002.

<sup>2</sup> See 47 CFR § 1.93(b).

<sup>3</sup> 47 U.S.C. § 154(i).

<sup>4</sup> 47 CFR §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** in accordance with the terms of the attached Consent Decree.

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 Rick Hitz, Vice President, Regulatory Economics and Finance, General Communication, Inc., 2550 Denali Street, Suite 1000, Anchorage, AK, 99503, and to counsel for General Communication, Inc., John T. Nakahata, Esq., Harris, Wiltshire & Grannis, LLP, 1919 M St., NW, Floor Eight, Washington, DC, 20036.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc  
Chief  
Enforcement Bureau

Before the  
Federal Communications Commission  
Washington, DC 20554

In the Matter of )  
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General Communication, Inc. ) File No.: EB-SED-15-00020014  
 ) Acct. No.: 201632100007  
 ) FRN: 0001570951

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and General Communication, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether General Communication, Inc. violated Sections 4.9(e)(5), 20.18(b), 64.3001, and 64.3002 of the Commission’s rules<sup>1</sup> in connection with five separate outages of its 911 service.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
  - (a) “Act” means the Communications Act of 1934, as amended.<sup>2</sup>
  - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
  - (d) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
  - (e) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which General Communication, Inc. is subject by virtue of its business activities, including but not limited to the 911 Service Reliability and Outage Notification Rules.
  - (f) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
  - (g) “Covered Employees” means all employees and agents of General Communication, Inc., who perform, or supervise, oversee, or manage the performance of, duties that relate to General Communication, Inc.’s responsibilities under the Communications Laws, including the 911 Service Reliability and Outage Notification Rules, with respect to the operation of mobile wireless networks subject to 47 C.F.R. § 20.18.

<sup>1</sup> 47 C.F.R. §§ 4.9(e)(5), 20.18(b), 64.3001, and 64.3002.

<sup>2</sup> 47 U.S.C. § 151 *et seq.*

- (h) “Effective Date” means the date by which both the Bureau and General Communication, Inc. have signed the Consent Decree.
- (i) “GCI” means General Communication, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest, to the extent that they are operating mobile wireless networks subject to 47 C.F.R. § 20.18.
- (j) “Investigation” means the investigation commenced by the Bureau in EB-SED-15-00020014 regarding whether GCI violated the 911 Service Reliability and Outage Notification Rules.
- (k) “Operating Procedures” means the standard internal operating procedures and compliance policies established by GCI to implement the Compliance Plan.
- (l) “Parties” means GCI and the Bureau, each of which is a “Party.”
- (m) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (n) “911 Service Reliability and Outage Notification Rules” means Sections 4.9(e)(5), 20.18(b), 64.3001, and 64.3002 of the Commission’s rules and other provisions of the Act, the Rules, and Commission orders related to reliable transmission of 911 calls and notification of the proper authorities when transmission fails.

## II. BACKGROUND

3. Pursuant to Section 4.9(e) of the Rules, a wireless communications provider that experiences a network outage of at least 30 minutes duration that potentially affects a 911 special facility (as defined by paragraph (e) of Section 4.5 of the Rules) must (a) submit a Notification to the Commission within 120 minutes of discovery, an Initial Communications Outage Report within seventy-two hours of discovery, and a Final Communications Outage Report within thirty days of discovery; and (b) notify, as soon as possible by telephone or electronic means, any official who has been designated by the management of the affected 911 special facility as the provider’s contact person for communications outages at that facility.<sup>3</sup> The provider must convey to that person all available information that may be useful to the management of the affected 911 special facility in mitigating the effects of the outage on public efforts to communicate with that facility.<sup>4</sup> The foregoing outage reporting requirements enable the Commission, in partnership with the PSAPs, to effectively monitor and oversee the reliability and security of the nation’s communications systems, and thus carry out its responsibilities under the Communications Act.

4. Section 20.18(b) of the Rules states that “CMRS providers subject to this section must transmit all wireless 911 calls ... to a Public Safety Answering Point ... pursuant to § 64.3001 of this chapter.”<sup>5</sup> Section 64.3001 of the Rules states that “[a]ll telecommunications carriers shall transmit all

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<sup>3</sup> 47 C.F.R. § 4.9(e).

<sup>4</sup> *Id.*

<sup>5</sup> 47 C.F.R. § 20.18(b).

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.<sup>6</sup> These rules are intended to ensure seamless, ubiquitous, and reliable 911-service nationwide and require a wireless communications provider 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.

5. GCI voluntarily disclosed to Commission staff that between August 2008 and April 2016, it experienced five separate 911 service outages on its wireless network in various regions of Alaska (respectively, Outages One, Two, Three, Four and Five and, collectively, the Five 911 Outages). The Five 911 Outages resulted from GCI's apparent failure to deploy a 911 system with sufficient safeguards to ensure the completion of 911 calls across the state, preventing a significant portion of its customers from being able to reach first responders to report emergencies during the outages. In Outages One, Three and Four, GCI also failed to timely notify the designated officials of any potentially affected emergency call centers of these outages. In Outages One, Two, Four and Five, GCI also failed to timely submit outage notifications and reports to the Commission.

6. To settle this matter, GCI will pay a fine of \$2.4 million. In assessing the fine, the Bureau has taken into consideration the fact that four of the five outages took place in remote locations in Alaska. GCI also will implement a compliance plan to adopt proactive risk management principles designed to reduce the likelihood and impact of 911 failures, ensure reliable 911 call completion, and plan for and provide timely notification to PSAPs affected by 911 outages. Additionally, GCI will file regular compliance reports with the Bureau until the termination of the Consent Decree.

### 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.** GCI 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; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

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, GCI 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 GCI concerning the matters that were the subject of the Investigation. The Bureau also 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 proceeding, formal or informal, or to set for hearing the

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<sup>6</sup> 47 C.F.R. § 64.3001.

question of GCI's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.<sup>7</sup>

**11. Admission of Liability.** GCI 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 its actions that were the subject of the investigation violated the 911 Service Reliability and Outage Notification Rules.

**12. Compliance Officer.** Within sixty (60) calendar days after the Effective Date, GCI 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 GCI 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 Reliability and Outage Notification Rules prior to assuming his/her duties.

**13. Compliance Plan.** For purposes of settling the matters set forth herein, GCI agrees that it shall, within one hundred twenty (120) 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 911 Service Reliability and Outage Notification Rules, GCI will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within one hundred twenty (120) calendar days after the Effective Date, GCI shall establish Operating Procedures that all Covered Employees must follow to help ensure that GCI complies with the 911 Service Reliability and Outage Notification Rules. GCI's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Compliance Processes in paragraph 13(b) are met. GCI shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the 911 Service Reliability and Outage Notification Rules.
- (b) **Compliance Processes.** GCI shall 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* 911 outages, (4) *Respond* to such outages with remedial actions, including notification to affected PSAPs, and (5) *Recover* from such outages on a timely basis. In this regard, GCI shall:
  - i. Within thirty (30) days of the Effective Date, ensure that 911 calls are routed despite unavailable location data to PSAPs willing to accept such 911 calls;
  - ii. Within one hundred twenty (120) days of the Effective Date, develop measures it deems appropriate to detect disruptions in 911 service in

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<sup>7</sup> See 47 CFR 1.93(b).

- network facilities under its direct control and, within one hundred fifty (150) days, develop and submit to the Commission a roadmap with specific objectives and timelines for implementing such measures. The roadmap will also address the objective of implementing measures such as call counts and traffic measurements to bring 911 outages to the timely attention of GCI network operations center (NOC) personnel.
- iii. Within thirty (30) calendar days after developing the measures described in 13(b)(ii), audit the settings of thresholds for detection of disruptions in 911 service, as discussed above in 13(b)(ii), to ensure that all network elements and equipment that should be alarmed have an appropriate threshold set;
  - iv. Within one hundred twenty (120) calendar days of the Effective Date, establish escalation mechanisms to ensure that indications of impending failure are appropriately flagged and considered early enough by personnel trained and empowered to take effective actions to prevent or mitigate 911 system failures;
  - v. Contact all PSAPs known to GCI or to the Alaska 911 Coordinator within every one of its licensed service areas in which it is operating via e-mail, if available and known, or telephone if not, within one hundred (120) calendar days of the Effective Date to request contact information for outage situations:
    1. If a PSAP does not respond to the initial e-mail or telephone inquiry, GCI will send a follow-up e-mail or make a follow-up telephone inquiry within fifteen (15) calendar days;
    2. If a PSAP remains non-responsive, GCI will make a telephone inquiry within fifteen (15) calendar days after the follow-up email or telephone inquiry;
    3. If any PSAP does not respond to these inquiries, GCI will provide outage information to the contact(s) for such PSAP(s) listed in the records maintained by the Alaska 911 Coordinator's office, and send a copy to the Alaska 911 Coordinator within fifteen (15) calendar days of the telephone inquiry;
    4. Annually, GCI will review and update its list of PSAP contact information through the process described in paragraph 13(b)(v)(1)–(2) above and through reference to periodic updates provided by the Alaska 911 Coordinator, and share any updates to GCI's list of PSAP contact information with the Alaska 911 Coordinator;
  - vi. Develop and submit to the Commission within one hundred twenty (120) days of the Effective Date, and implement within one hundred and fifty (150) days of the Effective Date, a plan for a PSAP notification system sufficient to notify affected PSAPs of 911 outages, including without limitation localized 911 outages and 911 outages that are multi-state or nationwide in scope;
  - vii. Establish a program to make test call to 911 in areas expected to be affected by software updates or updates to routing tables that affect 911 call routing.

In addition, establish a program that includes testing of software updates to ensure software updates do not adversely affect 911 calls. As part of its Compliance Plan, GCI shall delineate the scope of equipment subject to its testing program, and the types of testing required for each set of equipment. A description of this testing regime, the basis for determining the scope of such testing, and the basis for not conducting testing on switching equipment not tested shall be included in GCI's initial Compliance Report, and any changes, and the reasons for such changes, shall be described in subsequent Compliance Reports.

- (c) **Compliance Manual.** Within one hundred twenty (120) 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 911 Service Reliability and Outage Notification Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure GCI's compliance with the 911 Service Reliability and Outage Notification Rules. GCI shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. GCI shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (d) **Compliance Training Program.** GCI shall establish and implement a Compliance Training Program on compliance with the 911 Service Reliability and Outage Notification Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of GCI's obligation to report any noncompliance with the 911 Service Reliability and Outage Notification Rules 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, in a manner commensurate with the scope of their duties and responsibilities and pursuant to the Compliance Training Program, according to the following schedule:
- i. For all Covered Employees located in Anchorage or Fairbanks, other than customer service representatives, within thirty (30) calendar days after distribution of the Compliance Manual;
  - ii. For all other Covered Employees, within 60 days after distribution of the Compliance Manual;
  - iii. For any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within sixty (60) calendar days after the date such person becomes a Covered Employee;
  - iv. GCI 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.** GCI shall report any noncompliance with the 911 Service Reliability and Outage Notification 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 GCI 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 GCI has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Eric.Ehrenreich@fcc.gov and JoAnn.Lucanik@fcc.gov.

15. **Compliance Reports.** GCI shall file compliance reports with the Commission one hundred fifty (150) 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 GCI's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the 911 Service Reliability and Outage Notification Rules. At a minimum, each Compliance Report shall address the following:
  - i. An assessment of the risk of 911 outages, and list the specific efforts taken to proactively manage the risk of 911 outages through actions in each of the following areas: *Identify, Protect, Detect, Respond, and Recover*, as set forth above in paragraph 13(b).
  - ii. Specific outage detection mechanisms and failure alarms implemented under this Compliance Plan, including an explanation of any other measures implemented or proposed to better detect 911 outages of similar scope and duration to the Five 911 Outages.
  - iii. The making of test calls to verify that software and routing updates have not caused problems with 911 call routing, as well as testing as described in 13(b)(vii) to ensure they do not affect 911 calls.
- (b) In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of GCI, stating that the Compliance Officer has personal knowledge that GCI: (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.
- (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.<sup>8</sup> The statement shall address, at a minimum, the topics set forth in paragraph 15(a)(i) above.
- (d) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of GCI, 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 GCI has taken or will take to remedy such

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<sup>8</sup> 47 CFR § 1.16.

noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that GCI 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, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, 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 Compliance Report shall also be submitted electronically to Jeffery Goldthorp, Associate Bureau Chief for Cybersecurity and Communications Reliability, Public Safety and Homeland Security Bureau at Jeffery.Goldthorp@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 Act<sup>9</sup> against GCI 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 GCI with the Communications Laws.

18. **Civil Penalty.** GCI will pay a civil penalty to the United States Treasury in the amount of two million four hundred thousand dollars (\$2,400,000) within thirty (30) calendar days of the Effective Date. GCI shall send electronic notification of payment to Eric Ehrenreich at Eric.Ehrenreich@fcc.gov, JoAnn Lucanik at JoAnn.Lucanik@fcc.gov, and Samantha Peoples at Sam.Peoples@fcc.gov on the date said payment 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.<sup>10</sup> 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.

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<sup>9</sup> 47 U.S.C. § 208.

<sup>10</sup> 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.

19. **Waivers.** As of the Effective Date, GCI 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. GCI 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 GCI nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and GCI shall waive any statutory right to a trial *de novo*. GCI hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>11</sup> 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 GCI does not expressly consent) that provision will be superseded by such Rule or Order.

23. **Successors and Assigns.** GCI 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.

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<sup>11</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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.

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.

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Travis LeBlanc  
Chief  
Enforcement Bureau

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Date

\_\_\_\_\_  
Rick Hitz  
Vice President, Regulatory Economics and Finance  
General Communication, Inc.

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Date