

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

In the Matter of	)	
	)	File No. EB-08-TC-1066
	)	
AT&T Inc.	)	NAL/Acct. No. 200832170025
	)	
		FRN: 0007748817

**ORDER**

**Adopted: December 19, 2008**

**Released: December 22, 2008**

By the Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau (“Bureau”) and AT&T Inc (“AT&T”). The Consent Decree cancels a Notice of Apparent Liability for Forfeiture (“NAL”) and terminates a subsequent investigation by the Bureau against AT&T for possible violations of section 1.717 of the Commission’s rules regarding AT&T’s failure to respond to informal consumer complaints.

2. The Bureau and AT&T have negotiated the terms of the Consent Decree that resolve these matters. A copy of the Consent Decree is attached hereto and incorporated by reference.

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, which terminates the investigation and cancels the NAL.

4. In the absence of material new evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether AT&T possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED** that, pursuant to sections 4(i) and 503(b) of the Communications Act of 1934, as amended,<sup>1</sup> and sections 0.111 and 0.311 of the Commission’s Rules,<sup>2</sup> the Consent Decree attached to this Order **IS ADOPTED**.

6. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED** and the Notice of Apparent Liability for Forfeiture **IS CANCELLED**.

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<sup>1</sup> 47 U.S.C. § 154(i), 503(b).

<sup>2</sup> 47 C.F.R. §§ 0.111, 0.311.

7. **IT IS FURTHER ORDERED** that AT&T shall make its voluntary contribution to the United States Treasury, as specified in the Consent Decree, by mailing a check or similar instrument payable to the order of the Federal Communications Commission, to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters “FORF” in block number 24A (payment type code). AT&T Inc. will also send electronic notification on the date said payment is made to Leon.Jackler@fcc.gov.

8. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class certified mail, return receipt requested, to Anisa Latif, AT&T, Inc., 1120 20th Street, NW, Suite 1000, Washington, D.C. 20036.

FEDERAL COMMUNICATIONS COMMISSION

Kris Anne Monteith  
Chief, Enforcement Bureau

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AT&T Inc.	)	
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**CONSENT DECREE**

The Enforcement Bureau (“Bureau”) and AT&T Inc. (“AT&T” or the “Company”), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation and Notice of Apparent Liability for Forfeiture (“NAL”)<sup>1</sup> by the Bureau against AT&T for possible violations of section 1.717 of the Commission’s rules regarding AT&T’s failure to respond to informal consumer complaints.

**I. DEFINITIONS**

1. For the purposes of this Consent Decree, the following definitions shall apply:
  - (a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
  - (b) “AT&T” means AT&T Inc. and any affiliate, d/b/a, predecessor-in-interest, parent companies and any direct or indirect subsidiaries of such parent companies, or other affiliated companies or businesses and their successors and assigns.
  - (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) “Compliance Plan” means the program described in this Consent Decree at paragraph 10.
  - (f) “Effective Date” means the date on which the Commission releases the Adopting Order.

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<sup>1</sup> *Notice of Apparent Liability for Forfeiture*, DA 08-428 (February 19, 2008).

- (g) “Investigation” means the investigation initiated by the Bureau regarding whether AT&T violated of section 1.717 of the Commission’s rules regarding AT&T’s failure to respond to informal consumer complaints.<sup>2</sup>
- (h) “NAL” means Notice of Apparent Liability for Forfeiture DA 08-428 (February 19, 2008).
- (i) “Order” or “Adopting Order” means an Order of the Commission adopting the terms of this Consent Decree without change, addition, deletion, or modification.
- (j) “Operating Companies” means the telecommunications carrier affiliates of AT&T Inc.
- (k) “Parties” means AT&T and the Bureau.
- (l) “Rules” means the Commission’s regulations found in Title 47 of the Federal Regulations.

## II. BACKGROUND

2. Pursuant to section 1.717 of the Commission’s Rules, “the Commission will forward informal complaints to the appropriate carrier for investigation. The carrier will, within such time as may be prescribed, advise the Commission in writing, with a copy to the complainant, of its satisfaction of the complaint or of its refusal or inability to do so.”<sup>3</sup>

3. On February 19, 2008, the Bureau issued a Notice of Apparent Liability for Forfeiture (“NAL”)<sup>4</sup> against AT&T for apparent violations of section 1.717 of the Commission’s rules and proposing that AT&T be held liable for a forfeiture of ninety-six thousand dollars (\$96,000) under section 503(b)(1)(B) of the Act. The NAL ordered the Company either to pay the proposed forfeiture or file a written response within thirty (30) days of the NAL release date stating why the proposed forfeiture should be reduced or canceled.

4. Subsequently, on March 5, 2008 the Bureau commenced an investigation of possible additional violations of Section 1.717 of the Commission’s rules by AT&T.

5. On September 5, 2008, AT&T filed its response to the NAL.<sup>5</sup>

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<sup>2</sup> 47 C.F.R. 1.717.

<sup>3</sup> 47 C.F.R. 1.717.

<sup>4</sup> *Notice of Apparent Liability for Forfeiture*, DA 08-428 (February 19, 2008).

<sup>5</sup> In its response, AT&T asserted that had timely responded to all the informal complaints referenced in the NAL.

### III. TERMS OF AGREEMENT

6. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order without change, addition, modification, or deletion.

7. **Jurisdiction.** AT&T 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.

8. **Effective Date: Violations.** The Parties agree that this Consent Decree shall become effective on the date on which the FCC releases the Adopting Order. Upon release, the Adopting Order and this Consent Decree shall have the same force and effect as any other Order of the Bureau. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Bureau Order, entitling the Bureau to exercise any rights and remedies attendant to the enforcement of a Commission Order.

9. **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 its investigation and to cancel its NAL. In consideration for the termination of said investigation and cancellation of the NAL, AT&T agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau, will not use the facts developed in this investigation or the NAL through the Effective Date of the Consent Decree, 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 AT&T concerning AT&T's alleged failure to timely respond as required by Section 1.717 of the Commission's rules to the informal complaints that were the subject of the investigation and the NAL. The Bureau also agrees that it will not use the facts developed in this investigation or the NAL to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against AT&T concerning any alleged failure by AT&T to timely respond to any informal complaint as required by Section 1.717 of the Commission's rules served on AT&T by the Commission prior to the Effective Date of this Consent Decree. The Bureau also agrees that it will not use the facts developed in this investigation or the NAL through the Effective Date of this Consent Decree, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against AT&T with respect to AT&T's basic qualifications, including its character qualifications, to be a Commission licensee or authorized common carrier.

10. **Compliance Plan.** Within 30 calendar days of the Effective Date, AT&T agrees to implement a Compliance Plan that includes, at a minimum, the following components:

- a. **Designated Contact.** AT&T will designate a Director level manager to oversee its Operating Companies informal complaint processes, to ensure timely responses to all informal complaints served by the Commission pursuant to section 1.717 of the Commission rules, and to ensure compliance with the Compliance Plan.

- b. **Electronic Service of Complaints.** AT&T will designate a single informal complaints system for all informal complaints received electronically from the Commission relating to an Operating Company. AT&T will submit all responses thereto for the Operating Companies to the Commission via that system.
- c. **Training Program.** AT&T shall provide annual informal complaint training to all employees responsible for coordinating responses to FCC informal complaints.
- d. **Review.** AT&T will review a sample of informal complaints on at least a bi-annual basis to verify that a timely response was submitted to the Commission.
- e. **Reporting.** AT&T shall report any failure to respond to an informal complaint to the Bureau within thirty (30) days after the discovery of the failure. In such cases, AT&T shall simultaneously respond to the underlying complaint or provide an explanation of its failure to do so. AT&T shall certify at the end of the two (2) year term that it is in compliance with the terms of the Plan. Such certification must be mailed within fifteen (15) days after the two-year anniversary of the Effective Date of this Consent Decree to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W. Room 4-C244, Washington, D.C. 20554, and must include the file number listed above. AT&T will also send an electronic copy of its certification to other Telecommunications Consumers Division staff as directed by the Division Chief.
- f. **Termination Date.** Unless stated otherwise, the requirements of this Consent Decree will expire twenty four (24) months after the Effective Date.

11. **Section 208 Complaints: Subsequent Investigations.** Except as set forth in Paragraph 9 of this Consent Decree, nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act against AT&T 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 AT&T of the Act, the rules, or the Order.

12. **Voluntary Contribution.** AT&T agrees that it will make a voluntary contribution to the United States Treasury in the amount of six thousand dollars (\$6,000.00). The payment will be made within thirty (30) calendar days after the Effective Date of the Adopting Order. The payment must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the NAL/Account Number and FRN Number referenced in the caption to the Adopting Order. Payment by check or money order

may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment[s] by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters “FORF” in block number 24A (payment type code). AT&T will also send electronic notification on the date said payment is made to Leon.Jackler@fcc.gov.

13. **Waivers.** AT&T 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 Order adopting this Consent Decree, provided the Commission issues an Order adopting the Consent Decree without change, addition, modification, or deletion. AT&T 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 Adopting Order, neither AT&T nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and AT&T shall waive any statutory right to a trial *de novo*. AT&T hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

14. **Severability.** The Parties agree that if any of the provisions of the Adopting Order or the Consent Decree shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Adopting Order or Consent Decree, but rather the entire Adopting Order or Consent Decree shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly. 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.

15. **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 AT&T does not expressly consent) that provision will be superseded by such Commission rule or Order.

16. **Successors and Assigns.** AT&T agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

17. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the requirements of the Act or the Commission’s Rules and Orders. The Parties agree that this Consent Decree is for settlement purposes only and that by agreeing to this Consent Decree, AT&T does not admit or deny noncompliance, violation or liability for violating the Act, Commission’s Rules or Orders in connection with the matters that are the subject of this Consent Decree.

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

19. **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.

20. **Authorized Representative.** Each party represents and warrants to the other that it has full power and authority to enter into this Consent Decree.

21. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

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Kris Anne Monteith  
Chief  
Enforcement Bureau

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Date

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Gary Phillips  
General Attorney, Associate General Counsel  
AT&T Inc.

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Date