

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

In the Matter of
AT&T Inc.
Compliance with the Commission's
Rules and Regulations Governing Customer
Proprietary Network Information
File No.: EB-09-TC-382
File No.: EB-09-TC-385
File No.: EB-10-TC-384
Acct. No.: 201132170003
FRN: 0005193701

ADOPTING ORDER

Adopted: November 29, 2010

Released: November 29, 2010

By the Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau ("Bureau") of the Federal Communications Commission ("Commission") and AT&T Inc. on behalf of all AT&T Inc. subsidiaries that are subject to the CPNI rules (collectively "AT&T" or "Company"). The Consent Decree terminates investigations initiated by the Bureau regarding AT&T's compliance with section 222(c)(1) of the Communications Act of 1934, as amended, 47 U.S.C. § 222(c)(1), and sections 64.2007, 64.2008(d) and 64.2008(d)(3)(v) of the Commission's rules, 47 C.F.R. §§ 64.2007, 64.2008(d) and 64.2008(d)(3)(v).

2. The Bureau and AT&T have negotiated the terms of a Consent Decree that resolves 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 and terminating the referenced investigations.

4. In the absence of material new evidence relating to this matter, we conclude that our investigations raise 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, pursuant to Section 4(i) of the Communications Act of 1934, as amended, 47 U.S.C. § 154(i), and the authority delegated by Section 0.111 and 0.311 of the Commission's rules, 47 CFR §§ 0.111 and 0.311, that the attached Consent Decree IS ADOPTED.

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 AT&T Services, Inc., 1120 20th Street, NW, Suite 1000, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

P. Michele Ellison
Chief, Enforcement Bureau

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

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)	File No.: EB-09-TC-385
AT&T Inc.)	File No.: EB-10-TC-384
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Compliance with the Commission's)	FRN: 0005193701
Rules and Regulations Governing Customer)	
Proprietary Network Information)	
)	
)	

CONSENT DECREE

I. INTRODUCTION

1. The Enforcement Bureau of the Federal Communications Commission and AT&T Inc., on behalf of all AT&T Inc. subsidiaries that are subject to the CPNI rules (collectively "AT&T" or "Company"), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau's investigations regarding AT&T's compliance with section 222(c)(1) of the Communications Act of 1934, as amended ("Communications Act" or "Act"),¹ and sections 64.2007, 64.2008(d), and 64.2008(d)(3)(v) of the Commission's rules.²

II. DEFINITIONS

2. For 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" or "Company" means all AT&T Inc. subsidiaries that are subject to the CPNI rules, including any such companies that may be created or acquired by AT&T during the term of this Consent Decree. AT&T represents that Attachment A contains a complete list of such companies currently in operation.
 - c. "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
 - d. "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.

¹ 47 U.S.C. § 222(c)(1).

² 47 C.F.R. §§ 64.2007, 64.2008(d), 64.2008(d)(3)(v).

- e. “Compliance Plan” means the program described in this Consent Decree at paragraph 10.
- f. “Effective Date” means the date on which the Bureau releases the Adopting Order.
- g. “Investigation EB-09-TC-382” means the investigation commenced by the Bureau’s August 5, 2009 Letter of Inquiry to AT&T described in paragraph 2 below.
- h. “Investigation EB-08-TC-385” means the investigation commenced by the Bureau’s August 5, 2009 Letter of Inquiry to AT&T described in paragraph 4 below.
- i. “Investigation EB-10-TC-384” means the investigation commenced by the Bureau’s March 16, 2010 Letter of Inquiry to AT&T described in paragraph 5 below.
- j. “Investigations” means each and all of Investigation EB-09-TC-382, Investigation EB-08-TC-385, and Investigation EB-10-TC-384.
- k. “Order” or “Adopting Order” means an Order of the Bureau adopting the terms and conditions of this Consent Decree without change, addition, or modification, and formally terminating the above-captioned Investigations.
- l. “Parties” means AT&T and the Bureau, each of which is a “Party.”
- m. “Rules” means those rules and regulations codified in Title 47 of the Code of Federal Regulations.

III. BACKGROUND

Investigation EB-09-TC-382

3. On June 1, 2009, pursuant to section 64.2009(f) of the Commission’s rules,³ AT&T filed a notice with the Commission reporting failures in its customer proprietary network information (“CPNI”) opt-out mechanism.⁴ According to AT&T, the CPNI toll-free number used by small business customers to opt-out was mistakenly disconnected. AT&T reported that when small business customers called the toll-free number during business hours, they were automatically routed to a call center to speak to a live representative, but after hours, they were unable to leave an opt-out request in the voicemail box. According to AT&T, this resulted in the improper use of the CPNI of 55 customers in 86 marketing campaigns. The Bureau issued a letter

³ 47 C.F.R. § 64.2009(f).

⁴ See Notification Under Section 64.2009(f), CC Docket No. 96-115, Letter from Davida Grant, General Attorney, AT&T Inc., to William Dever, Acting Chief, Competition Policy Division, Wireline Competition Bureau, and Erica McMahon, Chief, Consumer Policy Division, Consumer & Governmental Affairs Bureau, Federal Communications Commission (June 1, 2009) (“June 1, 2009 Opt-Out Failure Notice”).

of inquiry (“LOI”) to AT&T on August 5, 2009.⁵ AT&T submitted its response to the LOI on September 4, 2009.⁶

Investigation EB-09-TC-385

4. On June 11, 2009, AT&T reported an additional failure in its CPNI opt-out mechanism.⁷ AT&T reported that, in April 2008, it decided to send terms and conditions for its inside wire plan in the Welcome Package of any new small business that purchased inside wire protection. According to AT&T, however, the company was unaware of a previous but erroneous instruction by pre-merger Bellsouth to the distribution vendor to remove CPNI notices in Welcome Packages sent to accounts with inside wire protection. AT&T reports that this resulted in 71,823 customers who did not receive CPNI notices, but whose CPNI nonetheless, was used by AT&T in 620 small business marketing campaigns. The Bureau sent an LOI to AT&T on August 5, 2009,⁸ and AT&T submitted its response on September 4, 2009.⁹

Investigation EB-10-TC-384

5. On October 30, 2009, AT&T reported a third failure in its CPNI opt-out mechanism involving its interactive voice response system or “IVR.”¹⁰ Small business customers calling a toll-free number to opt-out were directed to leave their requests through the IVR. AT&T reported that on October 14, 2008, a security cleanup of the system inadvertently deleted the coding that instructed the IVR to send the requests to the CPNI opt-out database. AT&T states that, despite monitoring of the system, AT&T did not discover the error until a year later on October 7, 2009. AT&T states further that it does not make outbound telemarketing calls, and cannot determine with certainty whether it marketed to the 158 customers who called in during

⁵ See Letter of Inquiry from Marcy Greene, Deputy Division Chief, Telecommunications Consumers Division, Enforcement Bureau, to Davida Grant, General Attorney, AT&T Inc. (August 5, 2009).

⁶ See Letter from Davida Grant, General Attorney, AT&T Inc., to Marcy Greene, Deputy Division Chief, Telecommunications Consumers Division, Enforcement Bureau (September 4, 2009).

⁷ See Notification Under Section 64.2009(f), CC Docket No. 96-115, Letter from Davida Grant, General Attorney, AT&T Inc., to William Dever, Acting Chief, Competition Policy Division, Wireline Competition Bureau, and Erica McMahon, Chief, Consumer Policy Division, Consumer & Governmental Affairs Bureau, Federal Communications Commission (June 11, 2009) (“June 11, 2009 Opt-Out Failure Notice”).

⁸ See *supra*, fn. 2.

⁹ See *supra*, fn. 3.

¹⁰ See Notification Under Section 64.2009(f), CC Docket No. 96-115, Letter from Davida Grant, General Attorney, AT&T Inc., to William Dever, Acting Chief, Competition Policy Division, Wireline Competition Bureau, and Erica McMahon, Chief, Consumer Policy Division, Consumer & Governmental Affairs Bureau, Federal Communications Commission (October 30, 2009) (“October 30, 2009 Opt-Out Failure Notice”).

the relevant period. The Bureau sent an LOI to AT&T on March 16, 2010,¹¹ and AT&T submitted its response on April 6, 2010.¹²

IV. 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. AT&T's decision to enter into this Consent Decree is expressly contingent upon the Bureau's issuance of an Adopting Order.

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 Effective Date. Upon the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission 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 contained herein, and to avoid expenditure of additional public resources, the Bureau agrees to terminate the Investigations. In consideration for the termination of these matters and in accordance with the terms of this Consent Decree, AT&T agrees to the terms, conditions, and procedures contained herein. The Bureau agrees that, in the absence of new material evidence related to these matters, it will not use the facts developed in the Investigations 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 AT&T, concerning the matters that were the subject of the Investigations, or with respect to AT&T's basic qualifications, including its character qualifications, to be a Commission licensee or authorized common carrier, provided that AT&T satisfies all of its obligations under this Consent Decree.

10. **Compliance Plan.** To resolve and terminate the Investigations, and to ensure compliance with the Commission's CPNI opt-out rules, AT&T agrees to implement a Compliance Plan that shall include, but is not limited to, the terms set forth below. The Compliance Plan shall be applicable to the AT&T companies that are subject to the CPNI rules as described above in paragraph 2(b). During the term of this Consent Decree, the Compliance Plan shall also be applicable to any such entities acquired by AT&T beginning ninety (90) days after consummation of the acquisition.

¹¹ See Letter of Inquiry from Colleen K. Heitkamp, Division Chief, Telecommunications Consumers Division, Enforcement Bureau, to Davida Grant, General Attorney, AT&T Inc. (March 16, 2010).

¹² See Letter from Davida Grant, General Attorney, AT&T Inc., to Colleen Heitkamp, Division Chief, Telecommunications Consumers Division, Enforcement Bureau (August 6, 2010).

A. **Opt-out Mechanism Review.** AT&T shall perform a monthly review of its CPNI opt-out mechanisms designed to ensure: (1) that its opt-out mechanisms are working accurately, (2) that AT&T employees or AT&T-affiliated company employees responsible for managing and overseeing AT&T's opt-out mechanisms are communicating effectively regarding any changes to AT&T's opt-out mechanisms and that the communication methods have relayed effectively all changes to AT&T's opt-out mechanisms to all necessary personnel, and (3) that validation testing is completed successfully, as described below. Specifically, AT&T shall do the following:

- i. Review its CPNI notices to ensure that the opt-out instructions included in such notices are complete and accurate and that customers can respond as required by the Rules. This review shall include all notices regardless of the method (*e.g.*, Welcome Package, web page, email, etc.) used to deliver the notice to customers.
- ii. Review all instructions, including dissemination instructions, provided to vendors and/or internal organizations related to the delivery of CPNI notices. This review shall compare the proposed instructions against any existing instructions to ensure against unintended results. This review shall be designed to ensure that CPNI notices are included in applicable Welcome Packages, customer bills, emails, web pages, etc.
- iii. Review sample CPNI notices generated by any new instructions prior to approving dissemination.
- iv. Make a test call to each telephone number included in a CPNI notice (including, but not limited to, any Interactive Voice Response Systems) both during and after business hours to ensure that the number is working properly. Verify that a customer can make an opt-out request, including electronic ones, and verify that applicable CPNI databases are updated to reflect the opt-out request.

B. **Training.** AT&T shall ensure that, within sixty (60) days of the Effective Date, its employees and any employees of its affiliated companies responsible for managing the preparation and distribution of CPNI opt-out notices and/or responsible for the proper operation of AT&T's opt-out mechanisms have received training regarding the CPNI rules. Such training shall be repeated annually during the term of this Consent Decree. AT&T shall ensure that any new (or reassigned) employee of AT&T or an affiliated company assigned the responsibilities noted in the previous sentence receives CPNI training within forty-five (45) days of starting employment (or the new assignment). This training shall focus on federal CPNI opt-out requirements and the terms of this Plan.

C. **Reporting Non-Compliance.** AT&T shall report any non-compliance with this Consent Decree to the Enforcement Bureau within thirty (30) days after the discovery of non-compliance.

D. **Compliance Report.** AT&T shall provide a Compliance Report from an officer, as an agent of the Company, one (1) year after the Effective Date, and at the end of the two (2) year term, stating that the officer has personal knowledge that the

Company (i) has established operating procedures intended to ensure compliance with this Consent Decree together with an accompanying statement explaining the basis for the officer's certification; (ii) has been utilizing those procedures for the entire term of the Consent Decree; and (iii) the officer is not aware of any instances of non-compliance with this Consent Decree that have not otherwise been disclosed pursuant to subsection (C) above. The certification must 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. Such certification must be mailed within fifteen (15) days of the one (1) and the two (2) year anniversary, and AT&T must mail its certification to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554, and must include the file numbers listed above. AT&T shall also send an electronic copy of its certification to other Telecommunications Consumers Division staff as directed by the Division Chief.

E. **Term of the Compliance Plan.** AT&T shall implement the Compliance Plan within sixty (60) days of the Effective Date. The term of the Compliance Plan shall expire two (2) years after the Effective Date.

11. **Voluntary Contribution.** In consideration for the termination of the Investigations in accordance with the terms of this Consent Decree, AT&T agrees to make a voluntary contribution to the United States Treasury, without further protest or recourse to a trial *de novo*, in the amount of two hundred thousand dollars (\$200,000) within thirty (30) days after the Effective Date. This voluntary payment does not constitute a forfeiture under the Act or FCC rules. The payment must be made by check or similar instrument, payable to the Order of the Federal Communications Commission. The payment must include the 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. Payments by wire transfer may be made to ABA Number 021030004, receiving bank Federal Reserve Bank of New York and account number 27000001. AT&T will also send electronic notification to johnny.drake@fcc.gov on the date said payment is made.

12. **Waivers.** Provided the Bureau issues an Adopting Order, 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 Adopting Order. 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 Bureau shall contest the validity of the Consent Decree or the Adopting Order, and AT&T and the Bureau shall waive any statutory right to a trial *de novo* with respect to the issuance of the Adopting Order and shall consent to a judgment incorporating the terms of this Consent Decree. 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 contained in this Consent Decree.

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

14. **Privileged and Confidential Documents.** By this Consent Decree, AT&T neither waives nor alters its right to assert and seek protection from disclosure of any privileged

or otherwise confidential and protected documents and information, or to seek appropriate safeguards of confidentiality for any competitively sensitive or proprietary information.

15. **Subsequent Rule or Order.** The Parties agree that if any provision of this Consent Decree is inconsistent with any subsequent rule or order adopted by the Commission, that provision will be superseded by such Commission rule or order. In the event that the opt-out requirements set forth in sections 64.2001-2009 of the Commission's rules (47 C.F.R. §§ 64.2001-2009) are repealed, this Consent Decree shall be terminated when the action repealing the rules becomes final.

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 of the above-described Investigations. The Parties 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 by AT&T with the requirements of the Act or the Commission's rules or 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 any noncompliance, violation, or liability associated with or arising from its actions or omissions involving the Act or the Commission's rules 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. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Bureau from instituting or recommending any new Investigation or enforcement proceeding against AT&T in the event of any alleged future misconduct involving violation of this Consent Decree, or violation of the Act or the Commission's Rules. Nothing in this Consent Decree shall prevent the Commission or Bureau from adjudicating complaints filed pursuant to section 208 of the Act, 47 U.S.C. § 208, against AT&T for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Bureau's adjudication of any such complaint will be based solely on the record developed in that proceeding.

21. **Counterparts.** This Consent Decree may be signed in 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.

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

For: AT&T Inc.

Date Gary L. Phillips
General Attorney and Associate General Counsel
AT&T Inc., on behalf of the AT&T subsidiaries subject to the CPNI rules

For: Federal Communications Commission

Date P. Michele Ellison
Chief, Enforcement Bureau

ATTACHMENT A

AT&T Entity	FCC Registration Number
Acadiana Cellular General Partnership	0001837814
ACC Corp.	0014553119
ACC National Telecom Corp	0013443718
Alascom, Inc.	0001572676
Alton CellTel Co. Partnership	0003767290
American Cellular, LLC	0017334806
Ameritech Payphone Services, Inc.	0007586175
AT&T Communications of California, Inc.	0003301702
AT&T Communications of Delaware, LLC.	0012838504
AT&T Communications of Hawaii, Inc.	0014532501
AT&T Communications of Illinois, Inc.	0003301793
AT&T Communications of Indiana, GP	0012838421
AT&T Communications of Maryland, LLC	0012838512
AT&T Communications of Michigan, Inc.	0003301876
AT&T Communications of Nevada, Inc.	0003301959
AT&T Communications of New York, Inc.	0012838462
AT&T Communications of NJ, LP	0012838520
AT&T Communications of Ohio, Inc.	0003301736
AT&T Communications of Pennsylvania, LLC	0012838538
AT&T Communications of Texas, Inc.	0016657918
AT&T Communications of the Midwest, Inc.	0003301751
AT&T Communications of the Mountain States, Inc.	0003301892
AT&T Communications of the Pacific Northwest, Inc.	0003301710
AT&T Communications of the South Central States, LLC	0012838561
AT&T Communications of the Southern States, LLC	0012838553
AT&T Communications of the Southwest, Inc.	0003301918
AT&T Communications of Virginia, LLC	0012838546
AT&T Communications of Washington, D.C., LLC	0012838488
AT&T Communications of West Virginia, Inc.	0003301785
AT&T Communications of Wisconsin, LP	0012838454
AT&T Corp	0005937974
AT&T Mobility LLC	0004979233
AT&T Mobility of Galveston LLC	0016658122
AT&T Mobility Spectrum LLC	0014980726
AT&T Mobility Texas LLC	0016658148
AT&T of Puerto Rico, Inc.	0001731462
AT&T of the Virgin Islands, Inc.	0003464344
AWACS, Inc.	0010852523
Bauce Communications of Beaumont, Inc.	0001562040
Bellingham Cellular Partnership	0004312559
BellSouth Entertainment, LLC	0005095963
BellSouth International, LLC	0005858907
BellSouth Long Distance d/b/a AT&T Long Distance	0003733318
BellSouth Mobile Data, Inc.	0013935085
BellSouth Telecommunications, Inc.	0005795679
BizTel, Inc.	0003998978

AT&T Entity	FCC Registration Number
Bloomington Cellular Telephone Company	0001573328
Bradenton Cellular Partnership	0004312591
Bremerton Cellular Telephone Company	0004312609
Cagal Cellular Communications Corporation	0001803246
CCPR of the Virgin Islands, Inc.	0004499034
CCPR Services, Inc.	0003473709
Centennial Beauregard Cellular LLC	0012921946
Centennial Caldwell Cellular LLC	0008816779
Centennial Cellular Tri-State Operating Partnership	0012926176
Centennial Claiborne Cellular Corp	0012926184
Centennial Communications Corp.	0009631136
Centennial Hammond Cellular LLC	0012926341
Centennial Lafayette Communications LLC	0012926424
Centennial Michiana License Company LLC	0003296480
Centennial Michigan RSA 6 Cellular Corp.	0010310688
Centennial Michigan RSA 7 Cellular Corp.	0008816944
Centennial Morehouse Celllular LLC	0003574142
Centennial Puerto Rico License Corp.	0003572864
Centennial Puerto Rico Operations Corp.	0003572849
Centennial Randolph Cellular LLC	0008816795
Centennial Southeast License Company LLC	0003296472
Centennial USVI Operations Copr.	0007467384
Champaign CellTelco	0001460537
Chattanooga MSA Limited Partnership	0001842723
Cincinnati SMSA Limited Partnership	0004160842
Cingular Wireless of Texas RSA #11 Limited Partnership	0003294048
Cingular Wireless of Texas RSA #16 Limited Partnership	0003294006
DC Newco Parent, LLC	0017235060
Decatur RSA Limited Partnership	0004588455
Dobson Cellular Systems of Alaska, LLC	0015568579
Dobson Cellular Systems, LLC	0017334780
Dobson Communications LLC	0017334889
Edge Wireless, LLC	0003800679
Elkhart Cellular Telephone Company	0012927109
Elkhart Metronet, Inc.	0003594991
Florida RSA No. 2B (Indian River) Limited Partnership	0001837566
Georgia RSA No. 3 Limited Partnership	0001836998
Highland Cellular, LLC	0008951170
Hood River Cellular Telephone Company, Inc.	0001572924
Houma-Thibodaux Cellular Partnership	0004547931
Illinois Bell Telephone Company	0002860856
Indiana Bell Telephone Company, Inc.	0002904654
Lafayette Cellular Telephone Company	0001545771
Lafayette MSA Limited Partnership	0001682509
Louisiana RSA No. 7 Cellular General Partnership	0001837798
Louisiana RSA No. 8 Limited Partnership	0001837830
Lubbock SMSA Limited Partnership	0001650787
Madison SMSA Limited Partnership	0002842060

AT&T Entity	FCC Registration Number
McAllen-Edinburg-Mission SMSA Limited Partnership	0001658467
Medford Cellular Telephone Company, Inc.	0004312772
Mega Comm LLC	0012927208
Melbourne Cellular Telephone Company	0004312799
Michiana Metronet, Inc.	0003595147
Michigan Bell Telephone Company	0002776771
Milwaukee SMSA Limited Partnership	0002846293
Missouri RSA 11/12 Limited Partnership	0001658418
Missouri RSA 8 Limited Partnership	0001658442
Missouri RSA 9B1 Limited Partnership	0001658426
Nevada Bell Telephone Company	0001552173
New Cingular Wireless PCS, LLC	0003291192
Northeastern Georgia RSA Limited Partnership	0001837152
Ocala Cellular Telephone Co., Inc.	0001573492
Oklahoma City SMSA Limited Partnership	0001658392
Oklahoma Independent RSA 7 Partnership	0010698884
Oklahoma RSA 3 Limited Partnership	0001658376
Oklahoma RSA 9 Limited Partnership	0001658368
Olympia Cellular Telephone Company, Inc.	0004312807
Orlando SMSA Limited Partnership	0001843036
Pacific Bell Telephone Company	0001551530
Pine Bluff Cellular, Inc.	0001722271
Provo Cellular Telephone Company	0004312815
Reno Cellular Telephone Company	0004312864
Rural Newco LLC	0017233826
Salem Cellular Telephone Company	0004312880
Santa Barbara Cellular Systems Ltd.	0004312898
Sarasota Cellular Telephone Company	0004312906
SBC Internet Services, Inc. d/b/a AT&T Internet Services	0012536033
SBC Long Distance, LLC	0003763497
SNET America, Inc.	0003737707
SNET Diversified Group, Inc.	0007586423
South Bend Metronet Inc.	0008816910
Southwestern Bell Telephone Company	0016627473
St. Cloud Cellular Telephone Company, Inc.	0001572742
TC Systems, Inc.	0012833513
TCG America, Inc.	0003476611
TCG Chicago	0014531990
TCG Colorado	0014532022
TCG Connecticut	0014532048
TCG Dallas	0014532089
TCG Detroit	0014532113
TCG Illinois	0014532162
TCG Indianapolis	0014532204
TCG Joint Venture Holdings Inc. dba TCG Oregon	0014532238
TCG Kansas City, Inc.	0014532261
TCG Los Angeles, Inc.	0014532287
TCG Maryland	0014532303

AT&T Entity	FCC Registration Number
TCG Midsouth, Inc.	0014532345
TCG Milwaukee, Inc.	0014532386
TCG Minnesota, Inc.	0014532410
TCG New Jersey, Inc.	0017516725
TCG of the Carolinas, Inc.	0014532428
TCG Ohio	0014532451
TCG Omaha	0014532469
TCG Oregon	0014535009
TCG Phoenix	0014532550
TCG Pittsburgh	0014532576
TCG Rhode Island	0014532592
TCG San Diego	0014532642
TCG San Francisco	0014533004
TCG Seattle	0014533053
TCG South Florida	0014533079
TCG St. Louis	0014533087
TCG Utah	0014533111
TCG Virginia, Inc.	0014533145
TeleCorp Communications, LLC	0011499910
Teleport Communications – Washington DC, Inc.	0014533368
Teleport Communications Atlanta, Inc.	0014533178
Teleport Communications Houston, Inc.	0014533277
Teleport Communications New York	0014533301
Texas RSA 18 Limited Partnership	0001666072
Texas RSA 19 Limited Partnership	0001666056
Texas RSA 20B1 Limited Partnership	0001665058
Texas RSA 6 Limited Partnership	0001665991
Texas RSA 7B1 Limited Partnership	0001666007
Texas RSA 9B1 Limited Partnership	0001666023
Texas RSA No. 2 Limited Partnership	0004550547
The Ohio Bell Telephone Company	0002946986
The Southern New England Telephone Company	0005049150
Topeka SMSA Limited Partnership	0001658632
Visalia Cellular Telephone Company	0004312971
Wisconsin Bell, Inc.	0002716561