

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)	
)	
AT&T Mobility, LLC)	File No.: EB-SED-17-00024532
)	Acct. No.: 201832100019
)	FRN: 0016982233

ORDER

Adopted: June 28, 2018

Released: June 28, 2018

By the Chief, Enforcement Bureau:

1. A call to a first responder at a moment of critical need is one of the most important calls an individual may ever make. Congress has made emergency communication services a national priority, and the Commission has repeatedly emphasized that robust and reliable 911 service must be available nationwide. It is therefore incumbent upon the Commission to ensure that telecommunications carriers provide reliable 911 service at all times.
2. The Enforcement Bureau of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into two 911 service outages that impacted AT&T Mobility, LLC’s (AT&T Mobility) national Voice over Long Term Evolution (VoLTE) network in 2017 (911 Outages). The first of these outages occurred on March 8, 2017, and lasted approximately five hours. The second outage occurred on May 1, 2017, and lasted approximately 47 minutes. Both of these “sunny day” outages resulted from planned network changes that inadvertently interfered with the routing of 911 calls by AT&T Mobility. During the March 8, 2017 outage, 911 calls from some 12,600 unique users failed; 2,600 additional 911 calls failed during the May 1, 2017 outage. Together, the Outages knocked out 911 service for almost six hours to millions of AT&T customers across the nation on its VoLTE network. With respect to the March 8, 2017 outage, AT&T Mobility and its subcontractors attempted to notify all affected Public Safety Answering Points (“PSAPs”) through a variety of means, but this process took four-and-a-half hours to complete, and some PSAPs characterized the notifications as unclear or incomplete or stated they received no notification at all.
3. To settle this matter, AT&T Mobility will pay a fine of \$5,250,000. AT&T Mobility also will implement a compliance plan to adopt proactive risk management principles designed to reduce the likelihood and impact of future 911 outages, ensure reliable 911 call completion, and enable the provision of timely 911 outage notification to PSAPs. Additionally, AT&T Mobility will file regular compliance reports with the Bureau until the termination of the Consent Decree.
4. 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 AT&T Mobility’s compliance with the Commission’s 911 reliability and network outage rules.¹
5. In the absence of material new evidence relating to this matter, we do not set for hearing the question of AT&T Mobility’s basic qualifications to hold or obtain any Commission license or authorization.²

¹ See, e.g., 47 CFR §§ 4.9(e)(5), 20.18(b), 63.3001, 64.3002.

² See 47 CFR § 1.93(b).

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

7. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED**.

8. **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 Schnitzer, Gibson Dunn & Crutcher, LLP, 1050 Connecticut Ave., NW, Washington, DC 20036-5306, and to Jeanine Poltronieri, Assistant Vice-President, Federal Regulatory, AT&T, Inc./AT&T Mobility, LLC, 1120 20th Street, NW, Suite 1000, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

³ 47 U.S.C. § 154(i).

⁴ 47 C.F.R §§ 0.111, 0.311.

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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and AT&T Mobility, LLC (“AT&T Mobility”), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether AT&T Mobility violated Sections 4.9, 20.18, 64.3001, and 64.3002 of the Commission’s Rules in connection with certain 911 Outages in 2017.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “911 Outages” means two nationwide 911 outages in 2017, one on March 8, 2017 and one on May 1, 2017, which involved the failure of 911 calls on AT&T Mobility’s Voice over Long Term Evolution (VoLTE) network, for approximately five hours, and for approximately 47 minutes, respectively.
 - (b) “Act” means the Communications Act of 1934, as amended.¹
 - (c) “Adopting Order” means an order of the Commission or the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (d) “AT&T Mobility” means AT&T Mobility, LLC and its United States wireless affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
 - (e) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (f) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
 - (g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which AT&T Mobility 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 11.
 - (i) “Covered Employees” means all employees and agents of AT&T Mobility who perform, supervise, oversee, or manage the performance of duties that relate to AT&T Mobility’s responsibilities under the Commission’s rules regarding 911 service reliability and outage notification for 911 network facilities and processes.
 - (j) “Effective Date” means the date by which both the Bureau and AT&T Mobility have signed the Consent Decree.

¹ 47 U.S.C. § 151 *et seq.*

- (k) “Investigation” means the investigation commenced by the Bureau in EB-SED-17-00024532 regarding whether AT&T Mobility and its regulated affiliates violated the Commission’s rules regarding 911 service reliability and outage notification.
- (l) “Operating Procedures” means the standard internal operating procedures and compliance policies established by AT&T Mobility to implement the Compliance Plan.
- (m) “Parties” means AT&T Mobility and the Bureau, each of which is a “Party.”
- (n) “PSAP” means a public safety answering point.²
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

3. Section 20.18(b) of the Rules states that “CMRS providers . . . must transmit all wireless 911 calls . . . to a Public Safety Answering Point . . . pursuant to § 64.3001 of this chapter.”³ Section 64.3001 of the Rules states that “[a]ll telecommunications carriers shall transmit all 911 calls to a PSAP, to a designated statewide default answering point, or to an appropriate local emergency authority as set forth in § 64.3002.”⁴ 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.

4. 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 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.⁵ 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.⁶ These requirements are designed to enable PSAPs to mitigate the effects of the outage on callers to those facilities.

5. The 911 Outages affected AT&T Mobility’s national VoLTE network. The 911 Outages resulted from planned network changes that inadvertently caused the failure of 911 calls from approximately 12,600 unique users during the March 8, 2017 outage, and failure of more than 2,600 additional calls during the May 1, 2017 outage. The 911 Outages could have prevented millions of AT&T Mobility’s customers, had they attempted to do so, from being able to reach first responders to report emergencies for a total of almost six hours. In addition, with respect to the March 8, 2017 outage, while AT&T Mobility and its subcontractors state that they attempted notification of all affected PSAPs to which 911 calls are directly routed via text message, email, and/or phone call, it took as long as 4 1/2 hours to complete all of the notifications. Some PSAPs stated that the notifications were unclear or missing important information and a few maintain they received no notification at all.⁷

² See 47 CFR § 64.3000(c).

³ 47 CFR § 20.18(b).

⁴ 47 CFR § 64.3001.

⁵ 47 CFR § 4.9(e).

⁶ *Id.*

⁷ *March 8th, 2017 AT&T VoLTE 911 Outage Report and Recommendations*, PS Docket No. 17-68, Report, paras. 19-20 & n.40 (PSHSB May 18, 2017) (*PSHSB March 8th Outage Report*), <https://docs.fcc.gov/public/attachments/DOC-344941A1.pdf>; Letter from Tanessa Cabe, Telecommunications

6. On August 30, 2017, the Bureau's Spectrum Enforcement Division (Division) issued a Letter of Inquiry (LOI) to AT&T Mobility, directing it to submit a sworn written response to a series of questions relating to the March 8, 2017 outage.⁸ On January 10, 2018, the Division issued an LOI to AT&T Mobility regarding the May 1, 2017 outage as well as a follow-up LOI regarding the March 8, 2017 outage.⁹ AT&T Mobility timely responded to these LOIs.¹⁰ Like the *PSHSB March 8th Outage Report*, the Investigation found that "the outage was caused by an error that likely could have been avoided had AT&T Mobility implemented additional checks (e.g., followed certain network reliability best practices) with respect to their critical 911 network assets."¹¹ The Investigation reached a similar conclusion with regard to the May 1, 2017 outage. The Investigation further found that, for the March 8, 2017 outage only, AT&T Mobility did not sufficiently notify the designated officials in PSAPs potentially affected by the outage.

7. Based upon the facts adduced during the Investigation, the Bureau concluded that AT&T Mobility's actions violated Section 4.9 of the Rules with respect to the March 8, 2017 outage, and Sections 20.18, 64.3001, and 64.3002 of the Rules with respect to the 911 Outages. AT&T Mobility disputes the Bureau's interpretation of these rules.

8. AT&T Mobility and the Bureau subsequently engaged in settlement negotiations. To settle this matter, AT&T Mobility and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

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

(Continued from previous page)

Counsel, City of New York, to Marlene H. Dortch, Secretary, FCC, PS Docket No. 17-68, at 1 (filed Mar. 31, 2017) ("The PSAC was not contacted by the carrier or any other state or federal entity regarding the incidents. The City became aware of the outage through press outlets."); cf. Letter from Jeffrey S. Cohen Chief Counsel, APCO International, to Marlene H. Dortch, Secretary, FCC, PS Docket No. 17-68, at 1 (filed Apr. 10, 2017) ("APCO noted that the extent to which PSAPs received notification of the outages was unclear, and that it appeared that PSAPs and 9-1-1 authorities largely utilized social media to spread awareness and share information about the outage.").

⁸ See Letter of Inquiry from Aspasia A. Paroutsas, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Christi Shewman, Executive Director – Senior Legal Counsel, AT&T Mobility LLC/AT&T Services, Inc. (Aug. 30, 2017) (on file in EB-SED-17-00024532).

⁹ See Supplemental Letters of Inquiry from Aspasia A. Paroutsas, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to David A. Schnitzer, Gibson, Dunn & Crutcher LLP (Jan. 10, 2018) (both on file in EB-SED-17-00024532).

¹⁰ See Letter of Inquiry Response and attachment from Christi Shewman, Assistant Vice President – Senior Legal Counsel, AT&T Services, Inc., to Jason Koslofsky and Eric Ehrenreich, Spectrum Enforcement Division, FCC Enforcement Bureau (Oct. 31, 2017); Letter of Inquiry Supplemental Response and attachment from Christi Shewman, Assistant Vice President – Senior Legal Counsel, AT&T Services, Inc., to Jason Koslofsky and Eric Ehrenreich, Spectrum Enforcement Division, FCC Enforcement Bureau (Nov. 3, 2017); Supplemental Letter of Inquiry Response and attachment from Christi Shewman, Assistant Vice President – Senior Legal Counsel, AT&T Services, Inc., to Eric Ehrenreich and Jonathan Garvin, Spectrum Enforcement Division, FCC Enforcement Bureau (Jan. 24, 2018); Supplemental Letter of Inquiry Response and attachment from Christi Shewman, Assistant Vice President – Senior Legal Counsel, AT&T Services, Inc., to Eric Ehrenreich and Jonathan Garvin, Spectrum Enforcement Division, FCC Enforcement Bureau (Feb. 9, 2018); Supplemental Letter of Inquiry Supplemental Response and attachment from Christi Shewman, Assistant Vice President – Senior Legal Counsel, AT&T Services, Inc., to Eric Ehrenreich and Jonathan Garvin, Spectrum Enforcement Division, FCC Enforcement Bureau (Feb. 22, 2018) (all on file in EB-SED-17-00024532).

¹¹ *PSHSB March 8th Outage Report*, para. 2.

10. **Jurisdiction.** AT&T Mobility 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.
11. **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.
12. **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, AT&T Mobility 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 AT&T Mobility 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 question of AT&T Mobility's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹²
13. **Admission.** The Parties agree for the purpose of this Consent Decree, and in express reliance on the provisions of paragraph 11 herein, that paragraphs 3 through 6 and 8 contain a true and accurate description of the facts underlying the Investigation. The Parties further agree that this Consent Decree does not constitute a legal finding by the Commission regarding AT&T Mobility's compliance or noncompliance with any law.
14. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, AT&T Mobility shall designate a vice president or above with 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 overseeing the development, implementation, and administration of the Compliance Plan and ensuring that AT&T Mobility 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 Commission's rules regarding 911 service reliability and outage notification.
15. **Compliance Plan.** For purposes of settling the matters set forth herein, AT&T Mobility agrees that it shall, within the dates set out below, develop and implement a Compliance Plan designed to ensure future compliance with the Commission's rules regarding VoLTE 911 service reliability and outage notification and with the terms and conditions of this Consent Decree. To that end, AT&T Mobility will implement the following procedures relating to VoLTE 911 services, technology, and outages:
- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, AT&T Mobility shall establish Operating Procedures that all Covered Employees must follow to help ensure that AT&T Mobility complies with the Commission's rules regarding 911 service reliability and outage notification. AT&T Mobility's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Compliance Processes in paragraph 155(b) are met. AT&T Mobility's Operating Procedures will be documented in "Methods and Procedures" (M&Ps), which are AT&T Mobility's formally documented procedures and company policies intended to ensure compliance with legal requirements, that

¹² See 47 CFR § 1.93(b).

are provided to employees with relevant job responsibilities. AT&T Mobility shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Commission's rules regarding 911 service reliability and outage notification.

- (b) **Compliance Processes.** AT&T Mobility 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 as soon as practicable. In this regard, AT&T Mobility shall:
- i. Within ninety (90) calendar days of the Effective Date, identify measures it deems appropriate to detect disruptions in 911 service in network facilities under its direct control and, within ninety (90) 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 working with subcontractors or vendors when necessary to implement measures such as call counts and traffic measurements to bring future 911 outages to the timely attention of AT&T Mobility network operations center (NOC) personnel.
 - ii. Within ninety (90) calendar days of the Effective Date, establish procedures for periodic audits of its physical and logical/virtual 911 network for traffic sharing arrangements (*e.g.*, bifurcated links) that could exacerbate outages;
 - iii. Within ninety (90) calendar days of the Effective Date, establish procedures for periodic audits of its customer provisioning system(s) that potentially impact 911 service, including lists of approved IP addresses, to identify and correct any errors or improper data that could result in network communications disruptions;
 - iv. Within ninety (90) calendar days of the Effective Date, review its network maintenance log retention procedures to ensure that it has sound practices for maintaining records that could contribute to identifying, addressing and resolving the root causes of any 911 outage;
 - v. Within ninety (90) calendar days of the Effective Date, implement a methodology and standards to ensure that AT&T Mobility accords the appropriate level of protection to the 911 components of its network when it modifies that network in any way, including, but not limited to, treating critical 911 network assets as infrastructure rather than customer assets;
 - vi. Within ninety (90) calendar days of the Effective Date, establish escalation procedures that will ensure the necessary troubleshooting teams and personnel with potentially relevant expertise are engaged immediately and concurrently upon detection of an outage that potentially affects critical 911 network assets, rather than contacting troubleshooting teams serially until resolution;
 - vii. Immediately require Assistant Vice President approval with Vice President Notification for all network upgrades that could potentially affect critical 911 network assets; and
 - viii. Submit to the Commission within ninety (90) calendar days of the Effective Date, and implement within ninety (90) calendar days of the Effective Date, a plan for a PSAP notification system sufficient to notify any affected

primary PSAP¹³ of a 911 outage, including, without limitation, localized, multi-state, or nationwide outages. To the extent that AT&T Mobility does not possess the contact information at a PSAP necessary to implement the PSAP notification system for that PSAP, AT&T Mobility shall use its best efforts to contact such PSAP within 60 calendar days of the Effective Date to request contact information for outage situations. Annually, AT&T Mobility shall review and update its list of PSAP contact information.

- (c) **Compliance Manual.** Within ninety (90) calendar days after the Effective Date, the Compliance Officer shall oversee the development and distribution of a Compliance Manual (which may be in electronic form) to all Covered Employees by AT&T Mobility. The Compliance Manual shall set forth the Commission's rules regarding VoLTE 911 service reliability and outage notification and the Operating Procedures that Covered Employees shall follow to help ensure that AT&T Mobility complies with such rules. The Compliance Manual will consist of all M&Ps relevant to compliance with this Consent Decree. AT&T Mobility shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. AT&T Mobility shall distribute notice of any revisions to the Compliance Manual promptly to all Covered Employees whose responsibilities are affected by the revisions.
- (d) **Compliance Training Program.** AT&T Mobility shall establish and implement a Compliance Training Program on compliance with the Commission's rules regarding VoLTE 911 service reliability and outage notification and the Operating Procedures, including relevant M&Ps. As part of the Compliance Training Program, Covered Employees shall be advised of AT&T Mobility's obligation to report any noncompliance with the Commission's rules regarding 911 service reliability and outage notification under paragraph 166 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained regarding items relevant to their area of responsibility 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 Employee or takes on new or different covered responsibilities at any time after the initial Compliance Training Program shall be given relevant training within sixty (60) calendar days after the date such person becomes a Covered Employee or assumes new covered responsibilities. AT&T Mobility 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.

16. **Reporting Noncompliance.** Within ninety (90) calendar days after the Effective Date, AT&T Mobility shall begin reporting any material noncompliance with the Commission's rules regarding VoLTE 911 service reliability and outage notification 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 such noncompliance; (ii) the steps that AT&T Mobility has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions were or will be taken; and (iv) the steps that AT&T Mobility has taken or will take to prevent the recurrence of any such noncompliance. All reports of material 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 at

¹³ A primary PSAP is defined as a PSAP to which 911 calls are routed directly from the 911 Control Office, such as, a selective router or 911 tandem. See Federal Communications Commission, 911 Master PSAP Registry (Mar. 1, 2018), <https://www.fcc.gov/general/9-1-1-master-psap-registry>.

Eric.Ehrenreich@fcc.gov and JoAnn Lucanik at JoAnn.Lucanik@fcc.gov. The obligation to report such noncompliance shall continue until thirty-six (36) months after the Effective Date.

17. **Reporting Requirements.**

- (a) **Compliance Reports.** AT&T Mobility 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.
- i. Each Compliance Report shall include a detailed description of AT&T Mobility's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Commission's rules regarding 911 service reliability and outage notification. At a minimum, each Compliance Report shall provide an assessment of the risk of outages and list the specific efforts taken to proactively manage the risk of outages through actions in each of the following areas: *Identify, Protect, Detect, Respond, and Recover*, as set forth above in paragraph 15(b).
 - ii. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of AT&T Mobility, stating that the Compliance Officer has personal knowledge that AT&T Mobility: (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.
 - iii. 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.¹⁴ The statement shall address, at a minimum, the topics set forth in paragraph 177(a)(i) above.
 - iv. If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of AT&T Mobility, 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 AT&T Mobility 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 AT&T Mobility has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
 - v. 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 Jennifer Holtz, Deputy Division Chief, and John Healy, Associate Division Chief, Cybersecurity and Communications Reliability Division, Public Safety and Homeland Security Bureau at Jennifer.Holtz@fcc.gov and John.Healy@fcc.gov.

¹⁴ 47 CFR § 1.16.

18. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 144 through 17 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

19. **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 Act¹⁵ against AT&T Mobility 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 Mobility with the Communications Laws.

20. **Civil Penalty.** AT&T Mobility will pay a civil penalty to the United States Treasury in the amount of five million two hundred fifty thousand dollars (\$5,250,000) within thirty (30) calendar days of the Effective Date. AT&T Mobility shall send electronic notification of payment to Eric Ehrenreich at Eric.Ehrenreich@fcc.gov; JoAnn Lucanik at JoAnn.Lucanik@fcc.gov; and to the Spectrum Enforcement Division's mailbox at EB-SED-Response@fcc.gov on the date said payment is made. The payment must be made by wire transfer and must include the Account Number and FRN referenced above. A completed FCC Form 159 (Remittance Advice) must be submitted.¹⁶ 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:

- 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.

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

22. **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.

23. **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.

24. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent

¹⁵ 47 U.S.C. § 208.

¹⁶ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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

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 Mobility does not expressly consent) that provision will be superseded by such Rule or Order.

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

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

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

28. **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.

29. **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.

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

Rosemary C. Harold
Chief
Enforcement Bureau

Date

Scott A. Mair
President – AT&T Operations
AT&T Services, Inc.
On behalf of AT&T Mobility, LLC

Date