

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

In the Matter of)
AT&T Corp.) File No.: EB-SED-21-00032072
and) CD Acct. No.: 202232100012
AT&T Mobility LLC) FRN: 0005937974
)
) File No.: EB-SED-21-00032088
) CD Acct. No.: 202232100013
) FRN: 0004979233

ORDER

Adopted: December 17, 2021

Released: December 17, 2021

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether AT&T Corp. failed to deliver 911 calls and failed to timely notify Public Safety Answering Points (PSAPs) during a 911 outage on September 28, 2020. This Consent Decree also resolves an investigation into whether AT&T Mobility LLC failed to deliver 911 calls and delivered some 911 calls without important number and location information during a separate 911 outage that also occurred on September 28, 2020. 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 and timely notify PSAPs of relevant 911 outages. To settle both matters, AT&T Corp. and AT&T Mobility (collectively, AT&T) will implement a compliance plan and pay a \$460,000 civil penalty.

2. 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 regarding AT&T's compliance with the Commission's 911 rules, including sections 4.9, 9.4, and 9.10 of the Commission's rules.¹

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of AT&T's basic qualifications to hold or obtain any Commission license or authorization.²

4. Accordingly, IT IS ORDERED that, pursuant to section 4(i) of the Act³ 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.

5. IT IS FURTHER ORDERED that the above-captioned matters ARE TERMINATED in accordance with the terms of the attached Consent Decree.

1 47 CFR §§ 4.9, 9.4, 9.10.

2 See 47 CFR § 1.93(b).

3 47 U.S.C. § 154(i).

4 47 CFR §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent via email to Cathy Carpino, Assistant Vice President – Sr. Legal Counsel, AT&T Services, Inc.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

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AT&T Mobility LLC)	File No.: EB-SED-21-00032088
)	CD Acct. No.: 202232100013
)	FRN: 0004979233

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission, AT&T Corp., and AT&T Mobility LLC (together, AT&T), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's separate investigations into two different network outages that occurred on September 28, 2020 that impacted the delivery of 911 calls.

2. This Consent Decree resolves the Bureau's investigation into whether AT&T Corp. violated sections 4.9(h) and 9.4 of the Commission's rules in connection with failed 911 calls and the failure to notify potentially affected 911 special facilities during a multistate 911 outage on the evening of September 28, 2020. To resolve this investigation, AT&T agrees to the terms and conditions below, including the implementation of a compliance plan and payment of a \$160,000 settlement amount.

3. This Consent Decree also resolves the Bureau's investigation into whether AT&T Mobility LLC violated sections 9.4, 9.10(b), 9.10(d), and 9.10(e) of the Commission's rules in connection with failed 911 calls, 911 calls delivered without Automatic Location Information (ALI), and 911 calls delivered without Automatic Number Identification (ANI) during an outage that disrupted wireless calls during the morning of September 28, 2020 in South Carolina. To resolve this investigation, AT&T agrees to the terms and conditions below, including the implementation of a compliance plan and payment of an additional \$300,000 settlement amount, which amounts to a total payment of \$460,000.

I. DEFINITIONS

4. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "911 Rules" means sections 4.9(h), 9.4, 9.10(b), 9.10(d), and 9.10(e) of the Rules.¹
 - (b) "Act" means the Communications Act of 1934, as amended.²
 - (c) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (d) "AT&T" or "Company" means AT&T Corp., AT&T Mobility, and all affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
 - (e) "AT&T Corp." means AT&T Corp. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
 - (f) "AT&T Mobility" means AT&T Mobility LLC and its wireless affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

¹ 47 CFR §§ 4.9(h), 9.4, 9.10(b), 9.10(d), 9.10(e).

² 47 U.S.C. § 151 *et seq.*

- (g) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
- (h) “CD Acct No.” means the consent decree account number associated with the unique EB file number for each investigation and associated with payment obligations described in paragraph 22 of this Consent Decree.
- (i) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
- (j) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which AT&T is subject by virtue of its business activities, including but not limited to the 911 Rules.
- (k) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 17.
- (l) “Covered Employees” means all employees and agents of AT&T who perform, supervise, oversee, or manage the performance of, duties that relate to AT&T’s responsibilities under the Commission’s 911 Rules for 911 network facilities and processes.
- (m) “DWDM Equipment” means the Dense Wavelength Division Multiplexing (DWDM) equipment, which is used by AT&T in its network.³
- (n) “Effective Date” means the date by which both the Bureau and AT&T have signed the Consent Decree and the Bureau has released an Adopting Order.
- (o) “Investigations” means the investigation commenced by the Bureau in File No. EB-SED-21-00032072 regarding whether AT&T Corp. violated the 911 Rules and the investigation commenced by the Bureau in File No. EB-SED-21-00032088 regarding whether AT&T Mobility violated the 911 Rules.
- (p) “Operating Procedures” means the standard internal operating procedures and compliance policies established by AT&T to implement the Compliance Plan.
- (q) “Parties” means AT&T and the Bureau, each of which is a “Party.”
- (r) “Redundant circuits” means protected or diverse circuits that interconnect AT&T Mobility’s switching offices.
- (s) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

5. Section 4.9(h) of the Commission’s rules provides that, when an outage is discovered that potentially affects a 911 special facility, covered 911 service providers must “notify as soon as possible but no later than thirty minutes after discovering the outage” the facility’s designated contact official and “convey all available information that may be useful in mitigating the effects of the outage, as well as a name, telephone number, and email address at which the service provider can be reached for follow-up.”⁴ The covered 911 service provider must also inform the affected 911 special facility of “the nature of the outage, its best-known cause, the geographic scope of the outage, the estimated time for repairs, and any

³ This equipment is described in AT&T’s May 21, 2021 LOI response. *See* Response to Letter of Inquiry from Cathy Carpino, Assistant Vice President – Sr. Legal Counsel, AT&T Services, Inc., to Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau at 4 (May 21, 2021) (on file in EB-SED-21-00032088) (AT&T Mobility May 2021 LOI Response).

⁴ 47 CFR § 4.9(h).

information that may be useful to the management of the affected facility” as it becomes available, but no later than two hours after the initial contact.⁵

6. Section 9.4 of the Commission’s rules states “All telecommunications carriers shall transmit all 911 calls to a PSAP [public safety answering point], to a designated statewide default answering point, or to an appropriate local emergency authority as set forth in section 9.5.”⁶ Section 9.10(b) requires commercial mobile radio service (CMRS) providers to “transmit all wireless 911 calls without respect to their call validation process to a Public Safety Answering Point. . . .”⁷ Section 9.10(d) requires CMRS providers to “provide the telephone number of the originator of a 911 call and the location of the cell site or base station receiving a 911 call from any mobile handset accessing their systems to the designated Public Safety Answering Point. . . .”⁸ Section 9.10(e) requires CMRS providers to “provide to the designated Public Safety Answering Point Phase II enhanced 911 service, i.e., the location of all 911 calls by longitude and latitude in conformance with Phase II accuracy requirements.”⁹

7. On September 28, 2020, one of AT&T Corp.’s contractors for 911 aggregation service¹⁰ experienced a network outage that disrupted 911 call traffic to several PSAPs for which AT&T served as a covered 911 service provider.¹¹ This, in turn, affected AT&T’s ability to deliver 911 calls to 11 PSAPs in multiple states during this event.¹² As a result of the outage, calls were not transmitted to those affected PSAPs. AT&T’s contractor did not determine that AT&T’s 11 PSAPs were affected by the outage until after service was restored. Consequently, AT&T notified some PSAPs a few hours after the outage ended during the early morning of September 29, 2020, but did not notify the remainder when it learned of those PSAPs two weeks later.¹³ AT&T acknowledges that it is responsible for complying with applicable Commission rules regardless of any alleged failures by its contractor.¹⁴

8. In a separate incident also on September 28, 2020, AT&T Mobility experienced a network outage in South Carolina (South Carolina outage). This outage occurred when two redundant circuit cards in one quadrant of the DWDM Equipment overheated and shut down after a dual fan unit, which cooled and stabilized that particular quadrant, failed.¹⁵ An AT&T technician obtained a new fan

⁵ *Id.*

⁶ *Id.* § 9.4.

⁷ *Id.* § 9.10(b).

⁸ *Id.* § 9.10(d).

⁹ *Id.* § 9.10(e).

¹⁰ As used herein, “911 aggregation service” means an interim service provided by a covered 911 service provider to aggregate 911 traffic from originating service providers and deliver those calls to a Next Generation 911 provider.

¹¹ Response to Letter of Inquiry from Cathy Carpino, Assistant Vice President – Sr. Legal Counsel, AT&T Services, Inc., to Kevin Pittman, Attorney Advisor, Spectrum Enforcement Div., FCC Enforcement Bureau at 1 (Apr. 26, 2021) (on file in EB-SED-21-00032072) (AT&T Corp. LOI Response).

¹² AT&T Corp. LOI Response at 1, 3, Response to Inquiry 9.

¹³ *Id.* at 14, Response to Inquiry 30.

¹⁴ See 47 U.S.C. § 217 (carrier liable for act or omission of agent or employee acting within scope of employment); see also *Long Distance Consolidated Billing Company*, Forfeiture Order, 34 FCC Rcd 1871, 1874 at para. 10 (2019) (“The Commission has repeatedly held that carriers are responsible for the conduct of third parties acting on the carrier’s behalf, including . . . independent contractors.”) (internal citations omitted); *Eure Family Limited Partnership*, Memorandum Opinion and Order, 17 FCC Rcd 21861, 21863-64 at para. 7 (2002); *Triad Broadcasting Company, Inc.*, Memorandum Opinion and Order, 96 FCC 2d 1235, 1244 at para. 21 (1984).

¹⁵ AT&T Mobility May 2021 LOI Response at 4; Response from Angela M. DeMahy, Director, Federal Regulatory, AT&T Services, Inc., to Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (July 21, 2021) (on file in EB-SED-21-00032088) (AT&T Mobility July 2021 Response).

unit from a different location and installed it.¹⁶ After installation, the new fan unit commenced operating, and the outage resolved. The approximately three-hour outage resulted in failed 911 calls and also caused the delivery of calls to PSAPs without accompanying ANI and/or ALI information.¹⁷

9. On March 26, 2021, the Bureau issued a Letter of Inquiry (LOI) to AT&T Corp. directing it to submit a sworn written response to a series of questions relating to the multistate outage.¹⁸ On March 31, 2021, the Bureau issued a separate LOI to AT&T Mobility directing it to submit a sworn written response relating to the South Carolina outage, and the Bureau issued follow-up questions on June 30, 2021.¹⁹ AT&T timely responded to each of the Bureau's inquiries.²⁰

10. AT&T and the Bureau subsequently engaged in settlement negotiations. To resolve both matters, AT&T and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

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

12. **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.

13. **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.

14. **Termination of Investigations.** 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 Investigations. In consideration for the termination of the Investigations, AT&T 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 Investigations through the Effective Date, or the existence of this Consent Decree, to institute any new proceeding on its own motion against AT&T concerning the matters that were the subject of the Investigations, or to set for hearing the question of AT&T's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigations.²¹

15. **Admission.** The Parties agree for the purpose of this Consent Decree, and in express reliance on the provisions of paragraph 14 herein, that paragraphs 7-8 contain a true and accurate description of the facts underlying the Investigations.

16. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, AT&T shall designate a vice president or above 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

¹⁶ *Id.*

¹⁷ *Id.* at 3, Response to Inquiry 10.e.

¹⁸ Letter of Inquiry from Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Joseph P. Marx, Assistant Vice President, Federal Regulatory, AT&T Services, Inc. (Mar. 26, 2021) (on file in EB-SED-21-00032072).

¹⁹ Letter of Inquiry from Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Joseph P. Marx, Assistant Vice President, Federal Regulatory (Mar. 31, 2021) (on file in EB-SED-21-00032088); E-mail from Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Cathy Carpino, Assistant Vice President – Senior Legal Counsel, AT&T Services, Inc., (June 30, 2021 16:11 EDT) (on file in EB-SED-21-00032088).

²⁰ AT&T Corp. LOI Response; AT&T Mobility May 2021 LOI Response; AT&T Mobility July 2021 Response.

²¹ See 47 CFR § 1.93(b).

Compliance Officer shall be responsible for overseeing the development, implementation, and administration of the Compliance Plan and ensuring that AT&T 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 Rules regarding 911 service reliability and outage notification prior to assuming his/her duties.

17. **Compliance Plan.** For purposes of settling the matters set forth herein, AT&T agrees that it shall, within the dates set out below, develop and implement a Compliance Plan designed to ensure compliance with the 911 Rules and with the terms and conditions of this Consent Decree. AT&T will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, AT&T shall review and, as necessary, revise Operating Procedures that all Covered Employees must follow to help ensure that AT&T complies with the 911 Rules. AT&T's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Compliance Processes in paragraph 17(b) are met and shall provide information on how to disclose noncompliance with paragraph 17(b) to the Compliance Officer. AT&T shall also review and revise a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the 911 Rules.
- (b) **Compliance Processes.** AT&T shall continue to 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 when they occur; (4) *Respond* to such outages with remedial actions; and (5) *Recover* from such outages as soon as practicable. In this regard, AT&T shall within one hundred and twenty (120) days of the Effective Date:
 - i. Submit to the Commission and implement a plan for a PSAP notification system sufficient to timely notify potentially affected PSAPs of 911 outages consistent with the 911 Rules.
 - ii. With respect to any entities with which AT&T contracts for 911 aggregation services, AT&T shall review and, as necessary, revise operational roles and responsibilities to improve AT&T situational awareness and information sharing and enable AT&T to exercise oversight with respect to those contractors. In particular, AT&T shall review and, as necessary, revise procedures for prompt identification of outages by the contractor on the contractor's network or facility and to ensure timely notification to AT&T of a known outage with available information to facilitate AT&T's ability to (1) collect information known to its contractors about the impact of an outage on any PSAPs and (2) enable AT&T to timely notify personnel designated by any potentially affected PSAP with available information consistent with the 911 Rules.
 - iii. Develop internal processes and procedures so that redundant circuits are not routed through the same quadrant of the DWDM Equipment, where technically and economically feasible.
 - iv. Perform a best efforts review of redundant circuits connected to the DWDM Equipment to identify redundant circuits routed through the same quadrant of the DWDM Equipment and to move a redundant circuit to a different quadrant of the DWDM Equipment, where technically and economically feasible.
- (c) **Compliance Manual.** Within one hundred and twenty (120) 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. The Compliance Manual shall explain the 911 Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure AT&T's compliance with the 911 Rules. AT&T shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. AT&T shall distribute any revisions to the Compliance Manual promptly to all Covered Employees whose responsibilities are affected by the revisions.

- (d) **Compliance Training Program.** AT&T shall review and, as necessary, revise a Compliance Training Program on compliance with the 911 Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of AT&T's obligation to report any material noncompliance with the 911 Rules under paragraph 18 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained, or provided updates, regarding items relevant to their area of responsibility pursuant to the Compliance Training Program within one hundred and eighty (180) calendar days after the Effective Date, except that any person who becomes a Covered Employee 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. AT&T 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

18. **Reporting Noncompliance.** Within ninety (90) calendar days after the Effective Date, AT&T shall begin reporting any material noncompliance with the 911 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 such noncompliance; (ii) the steps that AT&T 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 AT&T has taken or will take to prevent the recurrence of any such noncompliance. All reports of material noncompliance shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, via Kathy.Harvey@fcc.gov, Kevin.Pittman@fcc.gov, and EB-SED-Response@fcc.gov.

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

- (a) Each Compliance Report shall include a detailed description of AT&T's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the 911 Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of AT&T, stating that the Compliance Officer has personal knowledge that AT&T: (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 18 of this Consent Decree.
- (b) 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.²²

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of AT&T, 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 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 has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, via Kathy.Harvey@fcc.gov, Kevin.Pittman@fcc.gov, and EB-SED-Response@fcc.gov.

20. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 16 through 19 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

21. **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 Act²³ 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 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 with the Communications Laws.

22. **Settlement Amount.** AT&T will pay a Settlement Amount to the United States Treasury in the amount of One Hundred Sixty Thousand Dollars (\$160,000) for the investigation with File No. EB-SED-21-00032072, CD Acct. No. 202232100012; and Three Hundred Thousand Dollars (\$300,000) for the investigation with EB File No. EB-21-00032088, CD Acct. No. 202232100013 within thirty (30) calendar days of the Effective Date. AT&T acknowledges and agrees that upon execution of this Consent Decree, the Settlement Amount shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).²⁴ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. AT&T shall send electronic notification of payment to Kathy.Harvey@fcc.gov, Kevin.Pittman@fcc.gov, and EB-SED-Response@fcc.gov on the date said payment is made. Payment of the Settlement Amount must be made by credit card, ACH (Automated Clearing House) debit from a bank account, or by wire transfer using the Commission's Registration System (the Commission's FRN Management and Financial system).²⁵ The Commission no longer accepts Settlement Amount payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:²⁶

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to

²² 47 CFR § 1.16.

²³ 47 U.S.C. § 208.

²⁴ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

²⁵ Payments made using CORES do not require the submission of an FCC Form 159.

²⁶ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated.²⁷ Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).²⁸ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

- Payment by credit card must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/paymentFrnLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

23. **Event of Default.** AT&T agrees that an Event of Default shall occur upon the failure by AT&T to pay the full amount of the Settlement Amount on or before the due date specified in this Consent Decree.

24. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Settlement Amount shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Settlement Amount, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by AT&T.

25. **Waivers.** As of the Effective Date, 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. 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 Consent Decree or the Adopting Order, neither AT&T nor the Commission shall contest the validity of the

²⁷ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

²⁸ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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 Act²⁹ relating to the matters addressed in this Consent Decree.

26. **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.

27. **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.

28. **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 Rule or order.

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

30. **Final Settlement**. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigations. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding regarding any compliance or noncompliance with the requirements of the Communications Laws.

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

32. **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.

33. **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.

²⁹ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

34. **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

Igal Elbaz
Senior Vice President – Engineering and Operations
AT&T Services, Inc.

Date

Rasesh Patel
Executive Vice President – Chief Product & Platform Officer
AT&T Mobility Services LLC

Date