

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

In the Matter of )
LATAM Telecommunications, L.L.C. )
File No.: EB-IHD-23-00035482
CD Acct. No.: 202432080012
FRN: 0021426093

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and LATAM Telecommunications, L.L.C. (LATAM), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether LATAM violated the Cable Landing License Act of 1921¹ and section 1.767² of the Commission’s rules in connection with the América Móvil Submarine Cable System (AMX-1). The violations involve LATAM’s failure to obtain Commission authorization prior to operation by LATAM foreign affiliates of cable landing stations in Isla San Andrés, Colombia, and Puerto Limón, Costa Rica on the AMX-1. To resolve this matter, LATAM agrees to implement a compliance plan and pay a civil penalty of one million dollars (\$1,000,000).

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “Act” means the Communications Act of 1934, as amended.³
(b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) “AMX-1” means the América Móvil Submarine Cable System.
(d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(e) “Cable Landing License Rules” means 47 CFR § 1.767 and other Communications Laws related to the Cable Landing License Act of 1921, 47 U.S.C. §§ 34-39.
(f) “CD Acct No.” means account number 202432080012, associated with payment obligations described in paragraph 19 of this Consent Decree.
(g) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
(h) “Committee” means the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector as established pursuant to Executive Order 13913.
(i) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which LATAM is

¹ 47 U.S.C. §§ 34-39.

² 47 CFR § 1.767.

³ 47 U.S.C. § 151 et seq.

subject by virtue of its business activities, including but not limited to the Cable Landing License Rules.

- (j) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 15.
- (k) “Covered Employees” means all employees and agents of LATAM who perform, supervise, oversee, or manage the performance of, duties that relate to LATAM’s responsibilities under the Communications Laws, including the Cable Landing License Rules.
- (l) “Effective Date” means the date by which both the Bureau and LATAM have signed the Consent Decree and the Bureau has released an Adopting Order.
- (m) “Investigation” means the investigation commenced by the Bureau in EB-IHD-23-00035482 regarding whether LATAM violated the Cable Landing License Rules.
- (n) “LATAM or Company” means LATAM Telecommunications, L.L.C. and its predecessors-in-interest and successors-in-interest.
- (o) “Operating Procedures” means the standard internal operating procedures and compliance policies established by LATAM to implement the Compliance Plan.
- (p) “Parties” means LATAM and the Bureau, each of which is a “Party.”
- (q) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

## II. BACKGROUND

3. Under the Cable Landing License Act, a person<sup>4</sup> is prohibited from landing or operating in the United States “any submarine cable directly or indirectly connecting the United States<sup>5</sup> with any foreign country, or connecting one portion of the United States with any other portion thereof, unless a written license to land or operate such cable has been issued by the President of the United States.”<sup>6</sup> The Commission has been delegated the President’s authority under the Cable Landing License Act.<sup>7</sup> Since 1954, the Commission has exercised this authority to issue submarine cable landing licenses “upon such terms as shall be necessary to assure just and reasonable rates and service in the operation and use of cables so licensed” and to withhold or revoke a license.<sup>8</sup>

4. Under the Commission’s rules, a person must submit an application for a license to operate a submarine cable system that directly or indirectly connects to the United States.<sup>9</sup> A person must file a separate application for each individual cable system, for any modification of the cable system, and for any renewal or extension of an existing license.<sup>10</sup> Applications for submarine cable landing licenses are acted upon by the Commission following approval from the U.S. Secretary of State and “such

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<sup>4</sup> “Person” means a “body of persons, corporate or incorporate.” 47 U.S.C. § 30.

<sup>5</sup> “United States” includes “the Canal Zone and all territory continental or insular, subject to the jurisdiction of the United States of America.” 47 U.S.C. § 38.

<sup>6</sup> 47 U.S.C. § 34. This prohibition does not apply to cables that are wholly within the continental United States, including both terminals. *Id.*

<sup>7</sup> *See* Exec. Ord. No. 10530 § 5(a) (May 10, 1954), reprinted as amended in 3 U.S.C. § 301. *See also* 47 CFR § 0.405(b).

<sup>8</sup> *See* 47 U.S.C. § 35; *Rev. of Comm’n Consideration of Applications Under Cable Landing License Act*, Report and Order, 16 FCC Rcd 22167, 22170, para. 5 (2001).

<sup>9</sup> 47 CFR § 1.767(a).

<sup>10</sup> *Id.* § 1.767(e).

assistance from any executive department or establishment of the Government as it may require.”<sup>11</sup> Specifically, the Commission coordinates review of applications for cable landing licenses with the Executive Branch for assessment of any national security, law enforcement, foreign policy, or trade policy issues.<sup>12</sup> Cable landing licenses are subject to all rules and regulations of the Commission.<sup>13</sup>

5. On January 31, 2013, the Commission granted LATAM and an affiliate, Puerto Rico Telephone Company, Inc. (PRTC), authorization for the AMX-1.<sup>14</sup> The AMX-1 is a non-common carrier cable system that connects the United States to Central and South America. It is a high-capacity fiber-optic cable system. Initially, the system connected to cable landing stations in Jacksonville and Miami, Florida and San Juan, Puerto Rico in the United States; Puerto Barrios, Guatemala; Barranquilla and Cartagena, Colombia; Fortaleza, Salvador de Bahia, and Rio de Janeiro, Brazil; Puerto Plata, Dominican Republic; and Cancun, Mexico.

6. Subsequently, the AMX-1 connected to two additional locations. This included the Isla San Andrés, Colombia cable landing station, which began construction on March 27, 2020 and went into operation on September 27, 2021, and the Puerto Limón, Costa Rica cable landing station, which began construction on May 7, 2021, and went into operation on November 29, 2022. These cable landing stations connected to and operated on the AMX-1 without Commission authorization.

7. On April 11, 2023, PRTC and LATAM submitted a joint application for Special Temporary Authority (STA) to operate the cable landing stations. The request was granted and made effective as of August 23, 2023.<sup>15</sup> On January 23, 2024, PRTC and LATAM submitted a joint application for STA to continue to operate the cable landing stations, which was granted and made effective as of February 14, 2024.<sup>16</sup>

8. On August 17, 2023, the Bureau issued a Letter of Inquiry (LOI) to LATAM seeking information regarding possible violations of the Cable Landing License Rules. In its October 2, 2023, response to the LOI, LATAM acknowledged that it inadvertently failed to seek prior Commission authorization for the connection and operation of the Isla San Andrés, Colombia, and Puerto Limón, Costa Rica cable landing stations on the AMX-1. These actions—specifically as it related to potential Executive Branch review of the Isla San Andrés, Colombia landing station prior to April 2020, as well as

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<sup>11</sup> *Id.* § 1.767(b).

<sup>12</sup> See *Process Reform for Exec. Branch Rev. of Certain FCC Applications & Petitions Involving Foreign Ownership*, Report and Order, 35 FCC Rcd 10927 (2020) (*Process Reform Report and Order*); *Rules and Policies on Foreign Participation in the U.S. Telecommunications Market*, Report and Order and Order on Reconsideration, 12 FCC Rcd 23891, 23918-21, paras. 61-66 (1997) (*Foreign Participation Order*), Order on Reconsideration, 15 FCC Rcd 18158 (2000). The Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (Team Telecom) conducts the assessments. See *Process Reform Report and Order*, 35 FCC Rcd at 10927, para. 12; see also 47 CFR § 1.40001; Exec. Ord. No. 13913 (Apr. 4, 2020). The Commission has explained that its review process, in part, enables the Commission to review foreign entities and individuals operating international submarine cable systems for risks to competition, particularly in situations where the applicant has an affiliation with a foreign carrier with market power on the foreign end of the route that may be able to leverage that market power to discriminate against U.S. competitors to the detriment of U.S. consumers. *Foreign Participation Order*, at 23897, 23923, 23934-35, paras. 11, 70, 93-96. In 2020, the Commission formalized the review process for international submarine cable licenses. See generally *Process Reform Order*.

<sup>13</sup> 47 CFR § 1.767(g)(1)(i).

<sup>14</sup> See *Actions Taken Under Cable Landing License Act Section 1.767(a) Cable Landing Licenses, Modifications, & Assignments or Transfers of Control of Ints. in Cable Landing Licenses (47 C.F.R. 1.767(a))*, Public Notice, 28 FCC Rcd 1323 (2013).

<sup>15</sup> *Request for Special Temporary Authority*, File No. SCL-STA-20230411-00009 (Apr. 11, 2023), *granted*, Public Notice, Rep. No. SCL-00429 (Aug. 25, 2023).

<sup>16</sup> *Request for Special Temporary Authority*, File No. SCL-STA-20240123-00003 (Jan. 23, 2024), *granted*, Public Notice, Rep. No. SCL-00451 (Feb. 15, 2024).

the Committee's potential review of the Puerto Limón, Costa Rica landing station after the Committee's establishment in April 2020 by Executive Order 13913—circumvented the Commission's ability to seek relevant expertise necessary to assess whether the transactions described above presented national security or law enforcement risks to the United States.<sup>17</sup> To settle this matter, the Bureau and LATAM 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.

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

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, the Company 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 any new proceeding on its own motion against the Company concerning the matters that were the subject of the Investigation, or to set for hearing the question of the Company's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.<sup>18</sup>

13. **Admission of Liability.** LATAM admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 12 herein, that its actions as delineated in paragraph 6 violated the Cable Landing License Rules.

14. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, the Company shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that the Company 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 Cable Landing License Rules prior to assuming his/her duties.

15. **Compliance Plan.** For purposes of settling the matters set forth herein, the Company agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the

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<sup>17</sup> See e.g., Press Release, U.S. Department of Justice, Team Telecom Recommends the FCC Deny Application to Directly Connect the United States to Cuba through Subsea Cable (Nov. 30, 2022), <https://www.justice.gov/opa/pr/team-telecom-recommends-fcc-deny-application-directly-connect-united-states-cuba-through>; Press Release, U.S. Department of Justice, Team Telecom Recommends FCC Grant Google and Meta License for Undersea Cable (Dec. 17, 2021), <https://www.justice.gov/opa/pr/team-telecom-recommends-fcc-grant-google-and-meta-licenses-undersea-cable>; Press Release, U.S. Department of Justice, Team Telecom Recommends that the FCC Deny Pacific Light Cable Network System's Hong Kong Undersea Cable Connection to the United States (Jun. 17, 2020), <https://www.justice.gov/opa/pr/team-telecom-recommends-fcc-deny-pacific-light-cable-network-system-s-hong-kong-undersea>.

<sup>18</sup> See 47 CFR § 1.93(b).

terms and conditions of this Consent Decree. With respect to the Cable Landing License Rules, the Company will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, the Company shall establish Operating Procedures that all Covered Employees must follow to help ensure the Company's compliance with the Cable Landing License Rules. The Company's Operating Procedures shall include internal procedures and policies specifically designed to ensure compliance with the Cable Landing License Requirements including but not limited to seeking Commission authorization for modifications to the AMX-1. The Company shall also develop a Compliance checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Cable Landing License Rules.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Cable Landing License Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure the Company's compliance with the Cable Landing License Rules. The Company shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. The Company shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** The Company shall establish and implement a Compliance Training Program on compliance with the Cable Landing License Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of the Company's obligation to report any noncompliance with the Cable Landing License Rules under paragraph 16 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within sixty (60) 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 trained within thirty (30) calendar days after the date such person becomes a Covered Employee. The Company 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.** The Company shall report any noncompliance with the Cable Landing License Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that the Company 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 the Company has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street NE, Washington, DC 20554, with a copy submitted electronically to Patrick McGrath at [Patrick.McGrath@fcc.gov](mailto:Patrick.McGrath@fcc.gov), Kalun Lee at [Kalun.Lee@fcc.gov](mailto:Kalun.Lee@fcc.gov), Georgina Feigen at [Georgina.Feigen@fcc.gov](mailto:Georgina.Feigen@fcc.gov), William Knowles-Kellett, [William.Knowles-Kellett@fcc.gov](mailto:William.Knowles-Kellett@fcc.gov), and Tram Pham at [Tram.Pham@fcc.gov](mailto:Tram.Pham@fcc.gov).

17. **Compliance Reports.** The Company shall file compliance reports with the Commission ninety (90) 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 the Company's efforts during the relevant period to comply with the terms and conditions of this

Consent Decree and the Cable Landing License Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of the Company, stating that the Compliance Officer has personal knowledge that the Company: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 16 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.<sup>19</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of the Company, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that the Company 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 the Company 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 to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street NE, Washington, DC 20554, with a copy submitted electronically to Patrick McGrath at [Patrick.McGrath@fcc.gov](mailto:Patrick.McGrath@fcc.gov), Kalun Lee at [Kalun.Lee@fcc.gov](mailto:Kalun.Lee@fcc.gov), Georgina Feigen at [Georgina.Feigen@fcc.gov](mailto:Georgina.Feigen@fcc.gov), William Knowles-Kellett, [William.Knowles-Kellett@fcc.gov](mailto:William.Knowles-Kellett@fcc.gov), and Tram Pham at [Tram.Pham@fcc.gov](mailto:Tram.Pham@fcc.gov).

18. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 14 through 17 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

19. **Civil Penalty.** The Company will pay a civil penalty to the United States Treasury in the amount of one million dollars (\$1,000,000) within thirty (30) calendar days of the Effective Date. The Company acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>20</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. The Company shall send electronic notification of payment to Patrick McGrath at [Patrick.McGrath@fcc.gov](mailto:Patrick.McGrath@fcc.gov), Kalun Lee at [Kalun.Lee@fcc.gov](mailto:Kalun.Lee@fcc.gov), Georgina Feigen at [Georgina.Feigen@fcc.gov](mailto:Georgina.Feigen@fcc.gov), William Knowles-Kellett, [William.Knowles-Kellett@fcc.gov](mailto:William.Knowles-Kellett@fcc.gov), and Tram Pham at [Tram.Pham@fcc.gov](mailto:Tram.Pham@fcc.gov), on the date said payment is made. Payment of the Civil Penalty must be made by credit card using the Commission's Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. The Commission no longer accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:<sup>21</sup>

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned

<sup>19</sup> 47 CFR § 1.16.

<sup>20</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>21</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

above and the letters “FORF”. In addition, a completed Form 159<sup>22</sup> or printed CORES form<sup>23</sup> must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to [RROGWireFaxes@fcc.gov](mailto:RROGWireFaxes@fcc.gov) on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, 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).<sup>24</sup> 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 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 CORES at <https://apps.fcc.gov/cores/userLogin.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.

20. **Event of Default.** The Company agrees that an Event of Default shall occur upon the failure by the Company to pay the full amount of the Civil Penalty on or before the due date specified in this Consent Decree.

21. **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 Civil Penalty 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 Civil Penalty, 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 the Company.

22. **Waivers.** As of the Effective Date, the Company 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. The Company shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party

<sup>22</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

<sup>23</sup> Information completed using the Commission’s Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

<sup>24</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

(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 the Company nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Company shall waive any statutory right to a trial *de novo*. The Company hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>25</sup> relating to the matters addressed in this Consent Decree.

23. **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.

24. **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.

25. **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 the Company does not expressly consent) that provision will be superseded by such Rule or order.

26. **Successors and Assigns.** The Company agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

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

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

29. **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.

30. **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.

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<sup>25</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.



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

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Loyaan A. Egal  
Chief  
Enforcement Bureau

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Date

\_\_\_\_\_  
Arturo Pellerano  
Treasurer  
LATAM Telecommunications, L.L.C.

\_\_\_\_\_  
Date