

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

In the Matter of )
AT&T Enterprises, LLC ) File No.: EB-SED-24-00036024
) CD Acct. No.: 202432100008
) FRN: 0034298919
)
)

CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) and AT&T Enterprises, LLC (AT&T or Company),<sup>1</sup> by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s Investigation into whether AT&T violated sections 4.9(f), 4.9(h), 9.4, 9.10(b), and 9.11(b)(2)(ii) of the Rules in connection with the failure to transmit approximately 400 calls to 911 and to make timely notifications to eight Public Safety Answering Points (PSAPs) as part of an outage experienced by AT&T on August 22, 2023, in parts of Illinois, Kansas, Texas, and Wisconsin. To resolve this matter, AT&T agrees to implement a compliance plan and pay a \$950,000 civil penalty.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “911 Rules” means sections 4.9(f), 4.9(h), 9.4, 9.10(b), 9.11(b)(2)(ii) of the Rules and other Communications Laws governing the design, operation, and delivery of 911 calls to PSAPs, and associated PSAP notifications.
(b) “Act” means the Communications Act of 1934, as amended.<sup>2</sup>
(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 Enterprises, LLC, and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
(e) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(f) “CD Acct No.” means account number 202432100008, associated with payment obligations described in paragraph 18 of this Consent Decree.
(g) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.

<sup>1</sup> On May 1, 2024, AT&T Corp. merged with and into AT&T Enterprises, Inc., with AT&T Enterprises, Inc. emerging as the surviving entity. On May 2, 2024, AT&T Enterprises, Inc. was converted into a limited liability company, AT&T Enterprises, LLC. AT&T Enterprises, LLC is an indirect, wholly owned subsidiary of AT&T Inc. See Letter from AT&T Services, Inc., to Spectrum Enforcement Division, FCC Enforcement Bureau (June 20, 2024) (on file in EB-SED-24-00036024).

<sup>2</sup> 47 U.S.C. § 151 et seq.

- (h) “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.
- (i) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
- (j) “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 911 Rules.
- (k) “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.
- (l) “Investigation” means the investigation commenced by the Bureau in EB-SED-24-00036024 regarding whether AT&T violated the 911 Rules.
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by AT&T to implement the Compliance Plan.
- (n) “Parties” means AT&T and the Bureau, each of which is a “Party.”
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

## II. BACKGROUND

3. Sections 9.4, 9.10(b), and 9.11(b)(2)(ii) of the Rules require telecommunications carriers, commercial mobile radio service (CMRS) providers, and interconnected Voice over Internet Protocol (VoIP) service providers, respectively, to transmit all 911 calls to a PSAP or other appropriate entity.<sup>3</sup> At the time of the outage, AT&T was a telecommunications carrier in parts of Illinois, Kansas, Texas, and Wisconsin, as well as a wireless service provider and an interconnected VoIP service provider in parts of Illinois, Texas, and Wisconsin.<sup>4</sup> In addition, section 4.9(f) of the Rules require wireline service providers to notify potentially affected PSAPs (as defined in section 4.5(e)) of outages as soon as possible.<sup>5</sup> Further, section 4.9(h) of the Rules requires covered 911 service providers to notify potentially affected PSAPs (as defined in section 4.5(e)) of outages as soon as possible but no later than 30 minutes.<sup>6</sup>

4. On August 22, 2023, AT&T experienced a 911 outage in parts of Illinois, Kansas, Texas, and Wisconsin. The 911 outage occurred during business-as-usual testing of portions of AT&T’s 911 network.<sup>7</sup> During the testing, an AT&T contractor’s technician inadvertently disabled a portion of the network and AT&T’s system did not automatically adjust to accommodate the disabled portion of the network,<sup>8</sup> resulting in the outage.<sup>9</sup> The testing was not associated with a planned Change Management (CM) activity and, consequently, was outside the scope of AT&T’s 911 CM governance process for planned maintenance activities.<sup>10</sup> As a result, the testing did not undergo stringent reviews with technical

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<sup>3</sup> 47 CFR §§ 9.4, 9.10(b), 9.11(b)(2)(ii).

<sup>4</sup> Response to Letter of Inquiry from AT&T Corp., to Spectrum Enforcement Division, FCC Enforcement Bureau, at 3-4 (Feb. 16, 2024) (on file in EB-SED-24-00036024) (AT&T LOI Response).

<sup>5</sup> 47 CFR §§ 4.5 (e), 4.9(f).

<sup>6</sup> *Id.*

<sup>7</sup> AT&T LOI Response at 10.

<sup>8</sup> *Id.* at 18.

<sup>9</sup> *Id.* at 10.

<sup>10</sup> *Id.*

support teams as part of a planned maintenance window.<sup>11</sup> The 911 outage lasted for 1 hour and 14 minutes, from 11:55 AM Central Time (CT) to 1:09 PM CT on August 22, 2023, and resulted in over 400 failed 911 calls.<sup>12</sup> AT&T sent timely initial notifications to 307 of the 315 potentially affected PSAPs about the 911 outage.<sup>13</sup> However, AT&T failed to timely notify eight potentially affected PSAPs.<sup>14</sup> AT&T was a covered 911 service provider for all PSAPs except one where notification was untimely provided.<sup>15</sup> For the one PSAP where AT&T was not a covered 911 service provider, AT&T was the wireline originating service provider. AT&T hereby acknowledges that it is responsible for complying with applicable Rules regardless of any alleged failures by its contractor.<sup>16</sup>

5. On January 17, 2024, the Bureau issued a Letter of Inquiry (LOI) to AT&T directing it to submit a sworn written response relating to the disruption of 911 service in August 2023.<sup>17</sup> AT&T timely responded to the Bureau's LOI on February 16, 2024.<sup>18</sup>

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

### III. TERMS OF AGREEMENT

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

8. **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.

9. **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.

10. **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 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 AT&T concerning the matters that were the subject of the Investigation, or to set for hearing the question of

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<sup>11</sup> *Id.* at 20.

<sup>12</sup> *Id.* at 6, 11-12.

<sup>13</sup> *Id.* at 24.

<sup>14</sup> *Id.* at 24-25.

<sup>15</sup> *Id.* at 7.

<sup>16</sup> See 47 U.S.C. § 217 (providing that the carrier is liable for an act or omission of an agent or employee acting within the scope of their employment); see also *Amendments to Part 4 of the Commission's Rules Concerning Disruptions to Communications; Improving 911 Reliability; New Part 4 of Commission's Rules Concerning Disruptions to Communications*, Second Report and Order, 37 FCC Rcd 13847, 13854, para. 13 (2022) (quoting *Eure Family Limited Partnership*, Memorandum Opinion and Order, 17 FCC Rcd 21861, 21863-64 (2002) (citing *MTD, Inc.*, Memorandum Opinion and Order, 6 FCC Rcd 34, 35 (1991), *Wagenvoord Broadcasting Co.*, Memorandum Opinion and Order, 35 FCC 2d 361 (1972)).

<sup>17</sup> Letter of Inquiry from Spectrum Enforcement Division, FCC Enforcement Bureau to AT&T Corp. (Jan. 17, 2024) (on file in EB-SED-24-00036024) (AT&T LOI).

<sup>18</sup> AT&T LOI Response.

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 Investigation.<sup>19</sup>

11. **Admission.** AT&T admits for the purpose of this Consent Decree, and in express reliance on the provisions of paragraph 10 herein, that its actions described in paragraph 4 herein, are a true and accurate description of the facts underlying the Investigation.

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, AT&T shall designate a vice president or above with the requisite corporate, budget, 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 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 prior to assuming his/her duties. The Compliance Officer must report at least every six months to AT&T's Chief Compliance Officer on AT&T's efforts during the relevant period to comply with the terms and condition of this Consent Decree.

13. **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 future compliance with the 911 Rules and the terms and conditions of this Consent Decree. By the dates set forth below, and continuing during the Term of this Consent Decree, AT&T shall develop and implement—or improve upon where they already exist—processes in the evolving 911 environment promptly to (1) *Govern* the Company's risk management strategies, expectations, and policies to identify, protect against, detect, respond to, and recover from 911 outages; (2) *Identify* risks that could result in 911 outages; (3) *Protect* against such risks; (4) *Detect* 911 outages when they occur; (5) *Respond* to such 911 outages with remedial actions; and (6) *Recover* from such 911 outages as soon as practicable. With respect to the 911 Rules, AT&T will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, AT&T shall establish Operating Procedures that all Covered Employees shall follow to help ensure that AT&T complied with the 911 Rules. The Operating Procedures shall include, but are not limited to, the following:
  - i. **Develop Compliance Checklist.** AT&T shall develop a compliance checklist that describes the steps for AT&T to follow to comply with the 911 Rules.
  - ii. **Review and Update AT&T's PSAP Notification Procedures.** AT&T shall establish and implement Operating Procedures (including, as necessary, reviewing and revising any existing procedures) to ensure that AT&T has the ability promptly to identify PSAPs potentially impacted by a network outage, including, without limitation, localized or multi-state outages, and to notify such PSAPs, as required under the 911 Rules. To the extent AT&T does not possess the contact information of a PSAP necessary to timely implement the PSAP notification system for that PSAP, AT&T shall use its best efforts to contact such PSAP within sixty (60) calendar days of the Effective Date to request contact information for outage situations. AT&T shall review and update its list of PSAP contact information on at least an annual basis. Additionally, beginning on the first anniversary of the Effective Date and continuing annually for the remainder of the Term of this Consent Decree, AT&T shall (a) review such procedures to identify modifications that could reduce the time needed to identify and notify potentially impacted

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<sup>19</sup> See 47 CFR § 1.93(b).

PSAPs, and (b) within thirty (30) days of such review, implement any such modifications as are economically feasible.

- iii. **Enhanced Monitoring Following Network Modification**. AT&T shall establish and implement Operating Procedures (including, as necessary, reviewing and revising existing procedures) to provide that, for a period of fourteen (14) days following any modification to Legacy Network Gateways (LNGs) with the potential to impact the transmission of 911 calls and associated data, AT&T shall employ enhanced network monitoring to ensure that AT&T is immediately alerted to any degradation or interruption of 911 service as a result of such network modifications.
  - iv. **Implement Best Practices Relating to Testing During and Outside Maintenance Windows**. AT&T shall establish and implement Operating Procedures (including, as necessary, reviewing and revising any existing procedures) for testing done during and outside maintenance windows. The Operating Procedures shall, at a minimum, adhere to the following FCC Communications Security, Reliability, and Interoperability Council (CSRIC) best practices, and any future revisions thereto, relating to the use of methods of procedures during maintenance windows: 13-12-0693 (“Network Operators, Service Providers, Property Managers and Public Safety should emphasize the use of Methods of Procedures (MOPs), vendor monitoring, and performing work on in-service equipment during low traffic periods (i.e., maintenance window”).
  - v. **Review and Implement New or Revised Best Practices**. Within ninety (90) calendar days of the release by CSRIC of any new and applicable best practices relating to 911 service, AT&T shall evaluate and incorporate, where appropriate, such new best practices into the Operating Procedures and shall establish a timeline for their implementation not to exceed one hundred and eighty (180) days following the release of such new and applicable best practices.
  - vi. **Perform Risk Assessments**: AT&T shall maintain and regularly review and revise as necessary a risk-assessment program designed to identify, assess, and remediate risks to AT&T’s ability to transmit 911 calls, including third-party or vendor risks, with specific attention to those issues that were identified as the root cause of the outage that is the subject of this Investigation. AT&T shall utilize an industry recognized risk control methodology that provides, at a minimum, that:
    - 1. AT&T shall assess and document, at least annually, key metrics for compliance with the 911 Rules.
    - 2. AT&T will assess those controls and mitigation strategies on a regular basis, which shall be at least annually, and implement any remediation measures necessary to address any identified risks.
    - 3. AT&T shall assess, at least annually, internal and external risks to the reliability and resiliency of AT&T’s 911 network and its ability to transmit and deliver 911 calls consistent with the 911 Rules.
    - 4. AT&T shall assess, at least annually, the sufficiency and effectiveness of any safeguards implemented as a result of the risk assessments performed to address any identified risks and timely modify such safeguards as appropriate.
- (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 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.

- (c) **Compliance Training Program.** AT&T shall establish and implement 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 noncompliance with the 911 Rules under paragraph 14 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 ninety (90) 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 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.

14. **Reporting Noncompliance.** AT&T shall report 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. If additional investigation is required by AT&T, AT&T may provide an updated noncompliance report within fifteen (15) calendar days after the initial report of material non-compliance. 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. Such noncompliance reports shall include an affidavit or declaration consistent with section 1.16 of the Rules and be subject to the accuracy requirements of section 1.17 of the Rules.<sup>20</sup> All reports of noncompliance shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, via [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov).

15. **Compliance Reports.** AT&T 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 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 noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 14 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

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<sup>20</sup> *Id.* §§ 1.16, 1.17.

Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.<sup>21</sup>

- (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 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 [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov).

16. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 12 through 15 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

17. **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 Act<sup>22</sup> against AT&T or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by AT&T with the Communications Laws.

18. **Civil Penalty.** AT&T will pay a civil penalty to the United States Treasury in the amount of nine hundred fifty thousand dollars (\$950,000) within thirty (30) calendar days of the Effective Date. AT&T 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>23</sup> 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 [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@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>, Automated Clearing House (ACH) 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>24</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 above and the letters "FORF." In addition, a completed FCC Form 159<sup>25</sup> or printed CORES form<sup>26</sup> must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed

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<sup>21</sup> *Id.* § 1.16.

<sup>22</sup> 47 U.S.C. § 208.

<sup>23</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>24</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

<sup>25</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

<sup>26</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>.

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 FCC 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>27</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.

19. **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 Civil Penalty on or before the due date specified in this Consent Decree.

20. **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 AT&T.

21. **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 Consent Decree or the Adopting Order, and AT&T shall waive any statutory right to a trial *de novo*.

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<sup>27</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.



AT&T hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>28</sup> 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 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.

25. **Successors and Assigns.** AT&T 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. 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.

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.

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<sup>28</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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.

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Loyaan A. Egal  
Chief  
Enforcement Bureau

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Date

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Corey Anthony  
SVP – Engineering and Operations  
AT&T Services, Inc.

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Date