

Before the  
Federal Communications Commission  
Washington, DC 20554

In the Matter of	)	
	)	File No.: EB-SED-13-00008891
AT&T Inc., Parent Company of New Cingular	)	
Wireless PCS, LLC and AT&T Mobility Puerto	)	Acct. No.: 201532100002
Rico, Inc.	)	
	)	FRN: 0005193701

**ORDER**

**Adopted: September 22, 2016**

**Released: September 23, 2016**

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether AT&T<sup>1</sup> operated numerous common carrier fixed point-to-point microwave stations for several years at variance from the stations' Commission authorizations. The regulations involved ensure that consumers can use their wireless devices without interference from unauthorized radio operations. To settle this matter, AT&T admits that it operated numerous fixed microwave stations at variance from their authorizations for periods ranging from approximately three and a half years to over four years. AT&T agrees that it will implement a robust compliance plan to ensure there is no reoccurrence of these violations for future acquired microwave licenses and will pay a \$450,000 civil penalty.

2. As part of the compliance plan, AT&T will conduct timely reviews of fixed microwave stations acquired in future transactions to ensure that the stations are operating in accordance with their licensed parameters, file periodic progress reports on its compliance efforts, and correct any noncompliance discovered during the review process within 60 days of its discovery.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation resolving the Notice of Apparent Liability for Forfeiture (NAL) regarding AT&T's operation of numerous wireless stations without authorization and failure to provide required license modification notices to the Commission, in violation of Section 301 of the Communications Act, as amended (Act),<sup>2</sup> and Sections 1.903(a), 1.947(a) and 1.947(b) of the Commission's rules.<sup>3</sup>

4. 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.<sup>4</sup>

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<sup>1</sup> For purposes of this Order, we use the term "AT&T" as that term is defined in the Consent Decree. Consent Decree at para. 2(c) ("AT&T" means, for purposes of settlement only, AT&T Inc., AT&T Mobility LLC, and the subsidiaries, predecessors-in-interest, and successors-in-interest of AT&T Mobility LLC. AT&T Mobility LLC is a 100 percent-owned, indirect subsidiary of AT&T Inc., as are AT&T Mobility of Puerto Rico LLC and New Cingular Wireless PCS LLC.").

<sup>2</sup> 47 U.S.C. § 301.

<sup>3</sup> 47 C.F.R. §§ 1.903(a), 1.947(a)-(b).

<sup>4</sup> See 47 C.F.R. § 1.93(b).

5. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) and 503(b) of the Act,<sup>5</sup> and the authority delegated by Sections 0.111 and 0.311 of the Commission's rules,<sup>6</sup> the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

6. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** and the NAL **IS RESOLVED** in accordance with the terms of the attached Consent Decree.

7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Michael P. Goggin, General Attorney, and Jeanine A. Poltronieri, Assistant Vice President – Federal Regulatory, AT&T Services, Inc., 1120 20<sup>th</sup> Street, N.W., Suite 1000, Washington, D.C. 20036.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc  
Chief  
Enforcement Bureau

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<sup>5</sup> 47 U.S.C. §§ 154(i) 503(b).

<sup>6</sup> 47 C.F.R. §§ 0.111, 0.311.

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AT&T Inc., Parent Company of	)	Acct. No.: 201532100002
New Cingular Wireless PCS, LLC and	)	
AT&T Mobility Puerto Rico, Inc.	)	FRN: 0005193701

**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission and AT&T Inc. (AT&T), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether AT&T violated Section 301 of the Communications Act of 1934, as amended,<sup>1</sup> and Sections 1.903(a), 1.947(a), and 1.947(b) of the Commission's rules<sup>2</sup> in connection with its operation of certain microwave stations it acquired through asset purchase transactions.

**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.<sup>3</sup>
  - (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) "AT&T" means, for purposes of settlement only, AT&T Inc., AT&T Mobility LLC, and the subsidiaries, predecessors-in-interest, and successors-in-interest of AT&T Mobility LLC. AT&T Mobility LLC is a 100 percent-owned, indirect subsidiary of AT&T Inc., as are AT&T Mobility of Puerto Rico LLC and New Cingular Wireless PCS LLC.
  - (d) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
  - (e) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
  - (f) "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 Licensing Rules.
  - (g) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 11.
  - (h) "Covered Employees" means all employees and agents of AT&T and its affiliates who perform, supervise, oversee, or manage the operation, integration and/or discontinuance of acquired microwave authorizations, including with respect to

<sup>1</sup> 47 U.S.C. § 301.

<sup>2</sup> 47 CFR §§ 1.903(a), 1.947(a)-(b).

<sup>3</sup> 47 U.S.C. § 151 *et seq.*

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AT&T's responsibilities under the Communications Laws, and in particular, the Licensing Rules.

- (i) "Covered Transactions" means any asset purchase transaction entered into after the Effective Date whereby AT&T or an AT&T affiliate acquires one or more Part 101 microwave station authorizations. A Covered Transaction shall be considered completed as of the closing date indicated by the parties in the FCC Form 603 Notice of Consummation filed with the FCC after the transaction has closed.
- (j) "Effective Date" means the date by which both the Bureau and AT&T have signed the Consent Decree.
- (k) "Investigation" means the investigation commenced by the Bureau in File No. EB-11-SE-107 and later transitioned to File No. EB-SED-13-00008891 regarding whether AT&T violated the Licensing Rules, which culminated in the issuance of the NAL.
- (l) "Licensing Rules" means Section 301 of the Communications Act of 1934, as amended, and Sections 1.903(a), 1.947(a), and 1.947(b) of the Commission's rules and other provisions of the Act, the Rules, and Commission orders that prohibit the use or operation of a wireless radio station in a manner inconsistent with its licensed parameters.
- (m) "NAL" means the Notice of Apparent Liability for Forfeiture issued to AT&T on January 29, 2015, proposing a six hundred forty thousand dollar (\$640,000) forfeiture for apparent violations of the Licensing Rules.
- (n) "Operating Procedures" means the standard internal operating procedures and compliance policies established by AT&T or its parent company to implement the Compliance Plan.
- (o) "Parties" means AT&T and the Bureau, each of which is a "Party."
- (p) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.

## II. BACKGROUND

3. Section 301 of the Act and Section 1.903(a) of the Commission's rules prohibit the use or operation of any apparatus for the transmission of energy or communications or signals by radio except under, and in accordance with, a Commission-granted authorization.<sup>4</sup> Section 1.947(a) of the Commission's rules states that all "major modifications" to wireless radio service stations require prior Commission approval.<sup>5</sup> Section 1.929(d) of the Commission's rules sets forth the types of modifications that are considered major, such as any substantial change in ownership or control, changes that require frequency coordination, and the addition of a frequency for which a licensee is not currently authorized.<sup>6</sup> Failure to receive prior Commission approval for major modifications to station operations constitutes unauthorized operations under the Act and the Commission's rules.<sup>7</sup> For all other modifications, known as "minor modifications," Section 1.947(b) of the Commission's rules requires licensees to notify the Commission by filing corrective information within thirty days of implementing such modifications.<sup>8</sup> While licensees may make minor modifications to their wireless operations without prior approval,

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<sup>4</sup> 47 U.S.C. § 301; 47 CFR § 1.903(a).

<sup>5</sup> 47 CFR § 1.947(a).

<sup>6</sup> 47 CFR § 1.929(d).

<sup>7</sup> 47 U.S.C. § 301; 47 CFR § 1.903(a).

<sup>8</sup> 47 CFR § 1.947(b).

Commission notification ensures the accuracy of the Commission's Universal Licensing System and supports the efficient administration of the radio spectrum.<sup>9</sup>

4. On January 29, 2015, the Commission issued the NAL against AT&T for violating Section 301 of the Act,<sup>10</sup> and Sections 1.903(a), 1.947(a), and 1.947(b) of the Commission's rules<sup>11</sup> for unauthorized operation of 26 microwave stations and for failing to provide required license modification notices to the Commission for eight additional microwave stations.<sup>12</sup> That decision capped nearly three years of investigation and disclosures from AT&T that ultimately revealed the violations at issue here. As of the release date of the NAL, AT&T had yet to file seven modification applications that were reportedly needed to bring the respective stations into compliance.<sup>13</sup> Since the release of the NAL, AT&T has filed all the necessary modification applications and received approvals. AT&T filed its response to the NAL on March 2, 2015. Subsequently, AT&T and the Bureau engaged in settlement negotiations. The Bureau and AT&T agree to the following terms and conditions of settlement and hereby enter into this Consent Decree as provided herein.

### III. TERMS OF AGREEMENT

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

6. **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.

7. **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.

8. **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, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against AT&T concerning the matters that were the subject of the Investigation. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to set for hearing the question of AT&T's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.<sup>14</sup>

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<sup>9</sup> *Id.* See *Biennial Regulatory Review – Amendment of Parts 0, 1, 13, 22, 24, 26, 27, 80, 87, 90, 95, 97, and 101 of the Commission's Rules to Facilitate the Development and Use of the Universal Licensing System in the Wireless Telecommunications Services*, Report and Order, 13 FCC Rcd 21027, 21060–61, paras. 72–73 (1998).

<sup>10</sup> 47 U.S.C. § 301.

<sup>11</sup> 47 CFR §§ 1.903(a), 1.947(a), 1.947(b).

<sup>12</sup> *AT&T Inc., Parent Company of New Cingular Wireless PCS, LLC and AT&T Mobility Puerto Rico, Inc.*, Notice of Apparent Liability for Forfeiture, 30 FCC Rcd 856, 863, para. 16 (2015) (NAL). The NAL includes a more complete discussion of the facts and history of this case and the NAL, as well as AT&T's response, is incorporated herein by reference.

<sup>13</sup> Modifications were needed for stations WMN554, WPNL652, WPOP550, WPOS887, WQLR316, WPUS598, and WQJM490. See Letter from Jacquelyne Flemming, Assistant Vice President – External Affairs/Regulatory, AT&T Services, Inc., to John Poutasse, Division Chief, Spectrum Enforcement Division, FCC Enforcement Bureau (Aug. 5, 2014) (on file in EB-SED-13-00008891) at Attachment 1.

<sup>14</sup> See 47 CFR § 1.93(b).

9. **Admission of Liability.** AT&T admits, for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 8 herein, that its actions that were the subject of the NAL violated the Licensing Rules.

10. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, AT&T 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 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 Licensing Rules prior to assuming his/her duties. The Compliance Officer may use the resources of legal counsel, consultants and/or other AT&T managers to aid the Compliance Officer in the discharge of his/her duties under this Consent Decree.

11. **Compliance Plan.** For purposes of settling the matters set forth herein, AT&T agrees to the following steps to ensure compliance with the Licensing Rules for microwave stations acquired in Covered Transactions. AT&T 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 terms and conditions of this Consent Decree with respect to Covered Transactions.<sup>15</sup> Specifically, within sixty (60) calendar days after the Effective Date, AT&T shall establish Operating Procedures that all Covered Employees must follow to ensure AT&T's compliance with the Licensing Rules with respect to microwave stations acquired in Covered Transactions. AT&T's Operating Procedures shall include internal procedures and policies specifically designed to ensure that it operates microwave stations acquired in Covered Transactions in accordance with their authorizations. The Operating Procedures shall require, at a minimum, that:

- (a) *Analysis and Corrective Filings.* AT&T will analyze all microwave stations acquired in a Covered Transaction to determine whether the station is being operated consistently with its authorization. Within 90 days of completing a Covered Transaction, AT&T shall review all compliance documentation obtained from the seller with respect to each acquired microwave authorization to determine whether any information (such as an as-built survey) is needed to complete this analysis (the Gap Analysis). Subsequent to the Gap Analysis, AT&T shall acquire any necessary surveys or other documentation necessary to determine, with respect to each acquired microwave station, whether it is operating in accordance with its authorization. In the event that it determines that a station is not operating in accordance with its authorization, AT&T shall submit a corrective filing to the Commission to amend the authorization as needed. Absent circumstances beyond AT&T's control, such as the need for cooperation from an uncooperative tower owner, any corrective filing shall be made within 60 days of the time the need for such a filing is determined as a result of AT&T's analysis, except that if AT&T determines, during the 60 day period, an additional basis for a corrective filing, the corrective filing for the license shall be made within 60 days of such subsequent determination.
- (b) *180-Day Compliance Report.* Within 180 days of completing a Covered Transaction, AT&T shall submit a Compliance Report to the Bureau in which, for each acquired microwave station, it indicates: (i) whether it has completed

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<sup>15</sup> AT&T represents that it has comprehensive organizational structures, plans, and procedures in place that are intended to ensure compliance with the Communications Laws. This Consent Decree does not require new organizational structures, plans, or procedures except as necessary to implement paragraphs 10-12 of this Consent Decree, nor does it require application of the Compliance Plan to Covered Employees with no responsibilities for compliance with the Licensing Rules.

its analysis of the station to determine if it is operating in accordance with its authorization; (ii) if so, whether the station requires a corrective filing and the date this was determined; (iii) for each such station, the nature of the corrective filing required (such as a major or minor modification or a cancellation notice), as well as the reason for the corrective filing (such as that a new survey indicates that the elevation differs from the elevation indicated in the Commission's records, or that the station is no longer in use); (iv) the total number of such authorizations identified as of the date of the report that require a corrective filing; and (v) the number of authorizations for which corrective filings have been submitted as of the date of the report.

- (c) *1-year Compliance Report.* Within one year of completing a Covered Transaction, AT&T shall submit a Compliance Report to the Bureau in which for each acquired microwave station, it indicates: (i) whether it has completed its analysis of the station to determine if it is operating in accordance with its authorization; (ii) if so, whether the station requires a corrective filing and the date this was determined; (iii) for each such station, the nature of the corrective filing required (such as a major or minor modification or a cancellation notice), as well as the reason for the corrective filing (such as that a new survey indicates that the elevation differs from the elevation indicated in the Commission's records, or that the station is no longer in use); (iv) the total number of such authorizations identified as of the date of the report that require a corrective filing; and (v) the number of authorizations for which corrective filings have been submitted as of the date of the report. Within one year of completing a Covered Transaction involving the acquisition of 150 microwave station authorizations or fewer, AT&T shall submit, as part of its *1-year Compliance Report*, a certification that it has identified all microwave stations acquired in the Covered Transaction that require a corrective filing and has submitted all such corrective filings.
- (d) *2-year Compliance Report.* Within two years of completing a Covered Transaction involving the acquisition of more than 150 microwave station authorizations, AT&T shall submit a Compliance Report to the Bureau in which for each acquired microwave station, it indicates: (i) whether it has completed its analysis of the station to determine if it is operating in accordance with its authorization; (ii) if so, whether the station requires a corrective filing and the date this was determined; (iii) for each such station, the nature of the corrective filing required (such as a major or minor modification or a cancellation notice), as well as the reason for the corrective filing (such as that a new survey indicates that the elevation differs from the elevation indicated in the Commission's records, or that the station is no longer in use); (iv) the total number of such authorizations identified as of the date of the report that require a corrective filing; and (v) the number of authorizations for which corrective filings have been submitted as of the date of the report. AT&T shall submit, as part of its *2-year Compliance Report*, a certification that it has identified all microwave stations acquired in the Covered Transaction that require a corrective filing and has submitted all such corrective filings.

12. **Compliance Reports.** In addition to the information required by paragraph 11, the final Compliance Report submitted in connection with a Covered Transaction (for Covered Transactions involving 150 microwave station authorizations or fewer, the final Compliance Report will be the 1-Year Compliance Report; for Covered Transactions involving more than 150 microwave station authorizations, the final Compliance Report will be the 2-Year Compliance Report unless the 1-year Compliance Report includes all acquired authorizations) 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 performed the Gap Analysis in connection with the Covered Transaction, (iii) has identified all necessary corrective filings, and; (iv) 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 11 of this Consent Decree.

- (a) 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>16</sup>
- (b) 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.
- (c) All Compliance Reports, including any associated Compliance Officer certifications or noncompliance reports required by Paragraphs 12(a)-(b), above, shall be submitted to the Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Rm. 4C-224, Washington, DC 20554, with copies submitted electronically to Paul Noone at Paul.Noone@fcc.gov and Pamela Hairston at Pamela.Hairston@fcc.gov.

13. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 10 through 12 of this Consent Decree shall expire thirty-six (36) months after the Effective Date. For the avoidance of doubt, this Consent Decree shall not apply to transactions completed more than 36 months after the Effective Date, but the reporting obligations in Paragraphs 10 through 12 of this Consent Decree shall continue to apply after the Termination Date with respect to any Covered Transaction completed less than 36 months after the Effective Date.

14. **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>17</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.

15. **Civil Penalty.** AT&T will pay a civil penalty to the United States Treasury in the amount of four-hundred and fifty thousand dollars (\$450,000.00) within thirty (30) calendar days of the Effective Date. AT&T shall send electronic notification of payment to Paul Noone at Paul.Noone@fcc.gov, Pamela Hairston at Pamela.Hairston@fcc.gov, and Samantha Peoples at Sam.Peoples@fcc.gov on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the Account Number and FRN referenced in the caption of the Adopting Order. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the Account

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<sup>16</sup> 47 CFR § 1.16.

<sup>17</sup> 47 U.S.C. § 208.

Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions that should be followed based on the form of payment selected:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197- 9000, or sent via overnight mail to U.S. Bank –Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

16. **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*. AT&T hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>1</sup> relating to the matters addressed in this Consent Decree.

17. **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.

18. **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.

19. **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.

20. **Successors and Assigns.** AT&T agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees and any AT&T affiliate that acquires Commission microwave licenses.

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<sup>1</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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

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

23. **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.

24. **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.

25. **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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Travis LeBlanc  
Chief  
Enforcement Bureau

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Date

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John Monday  
Vice President  
AT&T Inc.

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Date