

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

In the Matter of)
CSC Wireless, LLC, d/b/a Altice Mobile)
File No.: EB-SED-23-00035711
CD Acct. No.: 202432100007
FRN: 0027517473

CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) and CSC Wireless, LLC, d/b/a Altice Mobile (Altice), by their authorized representatives, enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into whether Altice violated section 4.9(e) of the Rules in submitting network outage reports in connection with outages that occurred on March 18 and July 19, 2023, respectively. To resolve this matter, Altice admits that it violated the network outage reporting requirements set forth in the Rules, agrees to implement a three-year compliance plan, and pay a \$96,000 civil penalty.

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.1
(b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) “Altice” means CSC Wireless, LLC, d/b/a Altice Mobile and its subsidiaries, predecessors-in-interest, and successors-in-interest.
(d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(e) “CD Acct No.” means account number 202432100007, associated with payment obligations described in paragraph 18 of this Consent Decree.
(f) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
(g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Altice is subject by virtue of its business activities, including but not limited to the Network Outage Reporting Rules.
(h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
(i) “Covered Employees” means all employees and agents of Altice who perform, supervise, oversee, or manage the performance of, duties that relate to Altice’s responsibilities under the Network Outage Reporting Rules.

1 47 U.S.C. § 151 et seq.

- (j) “Effective Date” means the date by which both the Bureau and Altice have signed the Consent Decree and the Bureau has released an Adopting Order.
- (k) “Investigation” means the investigation commenced by the Bureau in EB-SED-23-00035711 regarding whether Altice violated the Network Outage Reporting Rules.
- (l) “Network Outage Reporting Rules” means part 4 of the Commission’s Rules, including section 4.9 of the Commission’s Rules, and other Communications Laws related to the reporting of network outages.
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Altice to implement the Compliance Plan.
- (n) “Parties” means Altice 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. Altice is a facilities-based mobile virtual network operator that operates across 21 states. It offers its subscribers the ability to originate and receive wireless calls and qualifies as a wireless service provider as defined in section 4.3(f) of the Rules.² Under section 4.9(e) of the Rules,³ wireless service providers must submit three reports to the Commission following a network outage.⁴ For outages of at least 30 minutes in duration that potentially affect at least 900,000 user minutes⁵ of telephony and associated data service, wireless service providers must submit a Network Outage Reporting System (NORS) Notification within 120 minutes of discovery.⁶ Wireless service providers must also submit an Initial Communications Outage Report in NORS (Initial NORS Report) not later than 72 hours after discovering the outage⁷ and a Final Communications Outage Report in NORS (Final NORS Report) not later than 30 days after discovering the outage.⁸ The NORS Notification, Initial and Final NORS Reports must include specific information regarding the outage, services affected, and the communications provider.⁹ These network outage reports allow the Commission to analyze trends in network disruptions, collaborate with providers to address network vulnerabilities, and formulate policies to improve network resilience.¹⁰

² 47 CFR § 4.3(f); *see* Response to Letter of Inquiry from CSC Wireless, LLC, to Spectrum Enforcement Division, FCC Enforcement Bureau, at 6, Response to Inquiry 8 (Nov. 15, 2023) (on file in EB-SED-23-00035711) (LOI Response).

³ 47 CFR § 4.9(e).

⁴ *Id.* § 4.5(a) (providing a definition for “outage”).

⁵ Section 4.7(e)(2) of the Rules defines “user minutes” as “[t]he mathematical result of multiplying the duration of an outage, expressed in minutes, by the number of end users potentially affected by the outage, for all other forms of communications.” *Id.* § 4.7(e)(2).

⁶ *See id.* § 4.9(e)(1)(ii).

⁷ *Id.* § 4.9(e)(4).

⁸ *Id.*

⁹ *See id.* § 4.11.

¹⁰ *Amendments to Part 4 of the Commission’s Rules Concerning Disruptions to Communications New Part 4 of the Commission’s Rules Concerning Disruptions to Communications The Proposed Extension of Part 4 of the Commission’s Rules Regarding Outage Reporting to Interconnected Voice Over Internet Protocol Service Providers and Broadband Internet Service Providers*, PS Docket Nos. 15-80 and 11-82, ET Docket No. 04-35, Report and Order, Further Notice of Proposed Rulemaking, and Order on Reconsideration, 31 FCC Rcd 5817, 5820-21, para. 8 (2016).

4. On March 18, 2023, Altice experienced an outage (March Outage) that lasted 4 hours and 46 minutes from 17:53 Eastern Daylight Time (EDT) until 22:39 EDT and prevented wireless users on Altice's core network from placing or receiving calls and text messages.¹¹ Although Altice timely submitted its NORS Notification and Final NORS Report to the Commission, its Initial NORS Report was submitted to the Commission on March 27, 2023, approximately six days late.¹² Altice also experienced an outage on July 19, 2023 (July Outage), which lasted 2 hours and 33 minutes from 19:53 EDT until 22:26 EDT and precluded wireless users on Altice's network from placing or receiving calls and text messages.¹³ Although Altice timely submitted its Initial and Final NORS Reports to the Commission for the July Outage, it submitted its NORS Notification to the Commission on July 20, 2023 at 8:55 EDT, approximately 8.5 hours after the deadline.¹⁴ Both outages impacted several hundred thousand wireless users across Altice's entire footprint.¹⁵ Neither outage had any effect on 911 voice calls because Altice did not route 911 calls through its core network,¹⁶ so Public Safety Answering Point (PSAP) notifications were not required.¹⁷

5. On October 2, 2023, the Bureau issued a Letter of Inquiry (LOI) to Altice directing it to submit a sworn written response relating to the July Outage.¹⁸ In its response, Altice informed the Bureau that it also experienced the March Outage,¹⁹ and the Bureau subsequently issued follow-up questions to Altice relating to the March Outage.²⁰ Altice timely responded to the each of the Bureau's inquiries.²¹

6. Altice and the Bureau subsequently engaged in settlement negotiations. To settle this matter, the Parties 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.** Altice 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 Letter from Counsel to CSC Wireless, LLC d/b/a Altice Mobile, to Spectrum Enforcement Division, FCC Enforcement Bureau, at 3, Bates No. Altice-000076, Response to Inquiry 6 (Feb. 6, 2024) (on file in EB-SED-23-00035711) (FLOI Response).

¹² See 47 CFR § 4.9(e)(4); FLOI Response at 5, Bates No. Altice-000120, Response to Inquiry 13.

¹³ LOI Response, *supra* note 2, at 6-7, Response to Inquiry 10.

¹⁴ See FLOI Response at 5, Bates No. Altice-000120, Response to Inquiry 13; 47 CFR § 4.9(e)(1). Altice determined the outage was reportable on July 19, 2023, at 22:20 EDT. LOI Response at 9, Bates No. Altice-000054, Response to Inquiry 15.

¹⁵ LOI Response, *supra* note 2, at 5-6, 9; FLOI Response at 3.

¹⁶ All VOLTE 911 calls placed by Altice's end users are routed to a wireless partner's wireless radio access network for call origination. See LOI Response, *supra* note 2, at 6, Response to Inquiry 10.

¹⁷ 47 CFR § 4.9(e)(1)(v).

¹⁸ See Letter from Spectrum Enforcement Division, FCC Enforcement Bureau, to Counsel to CSC Wireless, LLC, d/b/a Altice Mobile (Oct. 2, 2023) (on file in EB-SED-23-00035711).

¹⁹ See LOI Response, *supra* note 2.

²⁰ See Letter from Spectrum Enforcement Division, FCC Enforcement Bureau, to Counsel to CSC Wireless, LLC, d/b/a Altice Mobile (Jan. 16, 2024) (on file in EB-SED-23-00035711).

²¹ See LOI Response, *supra* note 2; FLOI Response, *supra* note 11.

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, Altice 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 Altice concerning the matters that were the subject of the Investigation, or to set for hearing the question of Altice'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.²²

11. **Admission of Liability.** Altice admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 10 herein, that its actions described in paragraph 4 violated the Network Outage Reporting Rules.

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Altice 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 Altice 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 Network Outage Reporting Rules prior to assuming his/her duties.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, Altice 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 Network Outage Reporting Rules and with the terms and conditions of this Consent Decree. With respect to the Network Outage Reporting Rules, Altice will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Altice shall establish Operating Procedures that all Covered Employees must follow to help ensure Altice's compliance with the Network Outage Reporting Rules. Altice's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Altice complies with section 4.9 of the Rules and other applicable Rules in determining reportable outages, and reports outages in a timely manner pursuant to section 4.9 of the Rules and other applicable Rules. As part of the Operating Procedures, Altice shall also develop a Compliance Checklist that describes the steps a Covered Employee must follow to ensure compliance with the Network Outage Reporting Rules. Altice shall review and revise the Operating Procedures and Compliance Checklist on an annual basis to ensure that the information set forth therein remains current and accurate.
- (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 Network Outage Reporting Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Altice's compliance with the Network Outage Reporting Rules. Altice shall periodically review and revise the Compliance Manual as

²² See 47 CFR § 1.93(b).

necessary to ensure that the information set forth therein remains current and accurate. Altice shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.

- (c) **Compliance Training Program.** Altice shall establish and implement a Compliance Training Program on compliance with the Network Outage Reporting Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Altice's obligation to report any noncompliance with the Network Outage Reporting 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 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. Altice 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.** Altice shall report any material noncompliance with the Network Outage Reporting 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 Altice 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 Altice has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Chief, Spectrum Enforcement Bureau Division, Enforcement Bureau, Federal Communications Commission, via EB-SED-Response@fcc.gov.

15. **Compliance Reports.** Altice 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 Altice's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Network Outage Reporting Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Altice, stating that the Compliance Officer has personal knowledge that Altice: (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 Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.²³
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Altice, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps Altice has taken or will take to remedy such

²³ *Id.* § 1.16.

noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps Altice 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, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, via 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 Act²⁴ against Altice 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 Altice with the Communications Laws.

18. **Civil Penalty.** Altice will pay a civil penalty to the United States Treasury in the amount of Ninety-Six Thousand Dollars (\$96,000) within thirty (30) calendar days of the Effective Date. Altice 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).²⁵ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Altice shall send electronic notification of payment to 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:²⁶

- 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 Form 159²⁷ or printed CORES form²⁸ must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to 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

²⁴ 47 U.S.C. § 208.

²⁵ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

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

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

²⁸ 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>.

(Payor FRN).²⁹ 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.** Altice agrees that an Event of Default shall occur upon the failure by Altice 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 Altice.

21. **Waivers.** As of the Effective Date, Altice 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. Altice 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 Altice nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Altice shall waive any statutory right to a trial *de novo*. Altice hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act³⁰ 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

²⁹ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

³⁰ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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 Altice does not expressly consent) that provision will be superseded by such Rule or order.

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

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

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

28. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

29. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

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

Loyaan A. Egal
Chief
Enforcement Bureau

Date

Cristina Chou
Vice President of Federal Affairs
of Altice USA, Inc., on behalf of
CSC Wireless, LLC, d/b/a Altice Mobile

Date