definitions of the *Domestic Like Product* and *Domestic Industry;* if you disagree with either or both of these definitions, please explain why and provide alternative definitions.

Authority: These proceedings are being conducted under authority of title VII of the Tariff Act of 1930; this notice is published pursuant to § 207.61 of the Commission's rules.

By order of the Commission.

Issued: July 28, 2026.

Sharon Bellamy,

Supervisory Hearings and Information Officer.

[FR Doc. 2026–15646 Filed 7–31–26; 8:45 am]

BILLING CODE 7020–02–P

DEPARTMENT OF JUSTICE

[OMB Number 1105–0109]

Agency Information Collection Activities; Proposed eCollection eComments Requested; Extension Without Change, of a Previously Approved Collection; Procurement Collusion Strike Force Complaint Form

AGENCY: Antitrust Division, Department of Justice.

ACTION: 60-Day notice.

SUMMARY: The Department of Justice (DOJ), Antitrust Division (ATR), will be submitting the following information collection request to the Office of Management and Budget (OMB) for review and approval in accordance with the Paperwork Reduction Act of 1995.

DATES: Comments are encouraged and will be accepted for 60 days until October 2, 2026.

FOR FURTHER INFORMATION CONTACT: If you have additional comments especially on the estimated public burden or associated response time, suggestions, or need a copy of the proposed information collection instrument with instructions or additional information, please contact Sarah Oldfield, Deputy Chief Legal Advisor, Antitrust Division, United States Department of Justice, 950 Pennsylvania Street NW, Room 3304, Washington, DC 20530.

SUPPLEMENTARY INFORMATION: Written comments and suggestions from the public and affected agencies concerning the proposed collection of information are encouraged. Your comments should address one or more of the following four points:

—Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;

—Evaluate the accuracy of the agency's estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used;

—Evaluate whether and if so how the quality, utility, and clarity of the information to be collected can be enhanced; and

—Minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, *e.g.,* permitting electronic submission of responses.

Overview of This Information Collection

1. *Type of Information Collection:* Extension of a currently approved collection.

2. *The Title of the Form/Collection:* Procurement Collusion Strike Force Complaint Form.

3. *The agency form number, if any, and the applicable component of the Department sponsoring the collection:* There is no agency form number for this collection. The applicable component within the Department of Justice is the Antitrust Division.

4. *Affected public who will be asked or required to respond, as well as a brief abstract:*

Primary respondents will be individuals or households. The Procurement Collusion Strike Force (PCSF) complaint form facilitates reporting by the public of complaints, concerns, and tips regarding potential antitrust crimes affecting government procurement, grants, and program funding. Respondents will be able to complete and submit information electronically through the PCSF complaint form on the Antitrust Division's website.

5. *An estimate of the total number of respondents and the amount of time estimated for an average respondent to respond:* average of 100 respondents annually and 30 minutes for an individual to respond.

6. *An estimate of the total public burden (in hours) associated with the collection:* estimate 50 annual burden hours associated with this collection.

If additional information is required contact: Darwin Arceo, Department Clearance Officer, United States Department of Justice, Justice Management Division, Enterprise Portfolio Management, Two Constitution Square, 145 N Street NE, 4W–218, Washington, DC 20530.

Dated: July 30, 2026.

Darwin Arceo,

Department Clearance Officer, PRA, U.S. Department of Justice.

[FR Doc. 2026–15645 Filed 7–31–26; 8:45 am]

BILLING CODE 4410–11–P

DEPARTMENT OF LABOR

Employee Benefits Security Administration

[Prohibited Transaction Exemption 2014–06; Application Number D–11981]

Amendment to Exemption for Certain Prohibited Transactions Involving AT&T Inc. (Together With AT&T Inc.'s Affiliates, AT&T or the Applicant) Located in Dallas, Texas

AGENCY: Employee Benefits Security Administration, Labor.

ACTION: Notice of Exemption Amendment.

SUMMARY: Prohibited Transaction Exemption (PTE) 2014–06 provided an exemption for AT&T to contribute approximately $9.21 billion of employer securities (the Preferred Interests) and other assets to the AT&T Pension Benefit Plan (the Plan). This notice amends PTE 2014–06 to permit certain modifications (the Modifications) that were made with respect to the terms and provisions governing the Plan's holding and disposition of the Preferred Interests. Absent this amendment to PTE 2014–06 (Exemption Amendment), the Modifications would have resulted in violations of the prohibited transaction provisions of the Employee Retirement Income Security Act of 1974 (ERISA) and/or the Internal Revenue Code of 1986 (the Code).

DATES: *Exemption date:* Pursuant to this Exemption Amendment: Sections I, II and III of PTE 2014–06 are in effect from September 9, 2013, through October 14, 2018; and Sections IV, V, VI, and VII of PTE 2014–06, which are added by this Exemption Amendment, are in effect from October 15, 2018, through April 5, 2023.

FOR FURTHER INFORMATION CONTACT: Anna Vaughan, Office of Exemption Determinations, Employee Benefits Security Administration, U.S. Department of Labor, (202) 693–8540 (this is not a toll-free number).

SUPPLEMENTARY INFORMATION:

Benefits of the Exemption Amendment

The Plan received $80 million for accepting the Modifications. Further, the Modifications increased the transferability of the Preferred Interests.

Background

On March 17, 2026, the Department published a proposed amendment to PTE 2014–06 to permit the Modifications (the Proposed Exemption Amendment).[1] In general, the Modifications: (1) provide that the Preferred Interests are transferable by the Plan and all subsequent holders of the Preferred Interests without AT&T's prior approval; (2) provide that any holder of the Preferred Interests can exercise a put option requiring AT&T to purchase the Preferred Interests; (3) update AT&T's ability to exercise the redemption option for the Preferred Interests; (4) modify the exercise periods of the put option and redemption option so that during each calendar quarter, they may be exercised only during specific periods; and (5) modify the terms of AT&T's obligations to register additional AT&T common stock in the event AT&T pays for the exercise of the put option or redemption option in kind with common stock. A complete description of the Modifications and the circumstances surrounding the Modifications is set forth in the Proposed Exemption Amendment.

In the Proposed Exemption Amendment, the Department invited all interested persons to submit written comments and/or requests for a public hearing. All comments and requests for a hearing were due to the Department by June 17, 2026. The Department received no substantive comments and no requests for a public hearing.[2]

Based on the entire record attributable to D–11981, including the representations made by the Applicant, the Department has determined to grant the Proposed Exemption Amendment. This Exemption Amendment provides only the relief specified herein and does not provide relief from violations of any law other than the prohibited transaction provisions of ERISA or the Code. If any material statement in the record attributable to this Exemption Amendment is not, or may no longer be, completely and factually accurate, AT&T must immediately alert the Department.

The complete application file (D–11981) is available for public inspection in the Public Disclosure Room of the Employee Benefits Security Administration, Room N–1515, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC 20210 reachable by telephone at 1–866–444–3272. For a more complete statement of the facts and representations supporting the Department's decision to grant this Exemption Amendment, please refer to the Proposed Exemption published on March 17, 2026, at 91 FR 12817.

General Information

The attention of interested persons is directed to the following:

(1) The fact that a transaction is the subject of an exemption under ERISA section 408(a) and/or Code section 4975(c)(2) does not relieve a fiduciary or other party in interest or disqualified person from certain other provisions of ERISA and/or the Code, including any prohibited transaction provisions to which the exemption does not apply and the general fiduciary responsibility provisions of ERISA section 404, which, among other things, require a fiduciary to discharge their duties respecting the plan solely in the interest of the participants and beneficiaries of the plan and in a prudent fashion in accordance with ERISA section 404(a)(1)(B); nor does it affect the requirement of Code section 401(a) that the plan must operate for the exclusive benefit of the employees of the employer maintaining the plan and their beneficiaries;

(2) As required by ERISA section 408(a), the Department hereby finds that this Exemption Amendment exemption is (1) administratively feasible for the Department, (2) in the interests of affected plans and of their participants and beneficiaries, and (3) protective of the rights of participants and beneficiaries of such plans;

(3) The Exemption Amendment is supplemental to, and not in derogation of, any other ERISA provisions, including statutory or administrative exemptions and transitional rules. Furthermore, the fact that a transaction is subject to an administrative or statutory exemption is not dispositive of determining whether the transaction is in fact a prohibited transaction; and

(4) The availability of this amended exemption is subject to the express condition that the material facts and representations contained in the application accurately describe all material terms of the transactions that are the subject of the exemption and are true at all times.

Amendment to PTE 2014–06

The Department hereby amends PTE 2014–06 (79 FR 43072, July 24, 2014) by adding Sections IV, V, VI, and VI as follows:

Section IV. Definitions

For purposes of Sections V and VI:

(a) The term ''Affiliate'' means:

(1) Any person directly or indirectly through one or more intermediaries, controlling, controlled by, or under common control with the person;

(2) Any officer, director, employee, relative, or partner in any such person;

(3) Any corporation or partnership of which such person is an officer, director, partner, or employee.

For the purposes of clause (a)(1) above, the term ''control'' means the power to exercise a controlling influence over the management or policies of a person other than an individual.

(b) The term ''AT&T Mobility'' means AT&T Mobility II LLC.

(c) The term ''AT&T Shares'' means shares of AT&T Inc. common stock.

(d) The term ''Call Option'' means the right of AT&T under the Contribution Agreement to purchase all or any portion of the Preferred Interests from the Trust, from September 1, 2013, through October 14, 2018. Effective October 15, 2018, the Call Option was replaced by the Redemption Option, described below.

(e) The term ''Change of Control'' means: (i) the occurrence of any merger, reorganization or other transaction that results in AT&T Inc., directly or indirectly, owning less than fifty percent of the capital or profits interests (where AT&T Mobility remains taxable as a partnership), or equity (if AT&T Mobility becomes taxable as a corporation), of AT&T Mobility exclusive of the Preferred Interests and/or (ii) solely for purposes of the Contribution Agreement, a transfer of fifty percent or more of the Plan liabilities and Trust assets to an entity not under common control with AT&T Inc.

(f) The term ''Committee'' means the AT&T Inc. Benefit Plan Investment Committee, which has been delegated the power and authority to appoint and remove trustees and investment managers, and to enter into and amend trust agreements and other agreements relating to the management of Plan assets and, in respect of such power and authority, has been designated by AT&T Services, Inc. as a ''named fiduciary'' of the Plan.

(g) The term ''Contingent Event'' means (1) the first date that the Issuer's ''debt-to-total-capitalization ratio'' (as defined in the Contribution Agreement and the LLC Agreement, as applicable) exceeds that of AT&T, (2) the date on which AT&T is rated below investment grade for two consecutive calendar

[1] 91 FR 12817.

[2] All information submitted by the Applicant to the Department in connection with this Exemption Amendment is available through the Department's Public Disclosure Room, by referencing D–11981.

quarters by at least two of the following rating agencies: (x) S&P Global Ratings, (y) Moody's, or (z) Fitch Group, or (3) a Change of Control.

(h) The term ''Contribution Agreement'' means the Amended and Restated Contribution Agreement between Brock Fiduciary Services LLC, JPMorgan Chase Bank, N.A., as Directed Trustee of the Trust, AT&T Inc. and AT&T Mobility II LLC, dated October 15, 2018.

(i) The term ''Distributions'' means distribution rights carried by the Preferred Interests of $1.75 per Preferred Interest, for a total of $560 million per year in cash payable to the Trust as measured on the date of the Contribution, in accordance with the terms of the Contribution Agreement.

(j) The term ''Exercise Period'' means, with respect to the Put Option, the period comprised of the first 15 business days and the last 15 business days of any fiscal quarter of AT&T; and with respect to the Redemption Option, the period beginning on the 26th business day of any fiscal quarter of AT&T and ending on the 35th business day of such quarter.

(k) The term ''Fair Market Value of the Preferred Interest'' means (1) in cases of the exercise of the Put Option on or after September 9, 2020 (other than an exercise prior to September 9, 2022 as the result of a Contingent Event) OR upon the exercise of the Redemption Option on or after September 9, 2022, an amount determined based upon $25.00 per Preferred Interest plus any accrued and unpaid Distributions and market conditions at the time; and (2) in cases of the exercise of the Put Option prior to September 9, 2022 as the result of a Contingent Event OR upon the exercise of the Redemption Option prior to September 9, 2022, an amount determined based upon the sum of: (x) $25.00 per Preferred Interest plus any accrued and unpaid Distributions, and (y) the present value of future Distributions through and ending on September 9, 2022 (excluding accrued and unpaid Distributions accounted for in (x) immediately above).

(l) The term ''Investment Management Agreement'' means the Investment Management Agreement by and between AT&T Services, Inc., the AT&T Benefit Plan Investment Committee, AT&T Inc. and Brock Fiduciary Services LLC, amended as of October 15, 2018.

(m) The term ''Independent Appraiser'' means an individual or entity meeting the definition of a ''Qualified Independent Appraiser'' under 29 CFR 2570.31(i) retained to determine, on behalf of the Plan, the Fair Market Value of the Preferred Interests as of the date of the Contribution and while the Preferred Interests are held on behalf of the Plan. For avoidance of doubt, the Independent Appraiser may be the Independent Fiduciary, provided it qualifies as a Qualified Independent Appraiser.

(n) The term ''Independent Fiduciary'' means Brock Fiduciary Services LLC and any other fiduciary who: (1) is independent or unrelated to AT&T Inc. and its Affiliates and has the appropriate training, experience, and facilities to act on behalf of the Plan regarding the covered transactions in accordance with the fiduciary duties and responsibilities prescribed by ERISA (including, if necessary, the responsibility to seek the counsel of knowledgeable advisors to assist in its compliance with ERISA); and (2) if relevant, succeeds Brock Fiduciary Services LLC pursuant to the terms of the Investment Management Agreement, Independent Fiduciary Agreement, or other relevant agreement. The Independent Fiduciary will not be deemed to be independent of and unrelated to AT&T Inc. and its Affiliates if: (i) such fiduciary directly or indirectly controls, is controlled by or is under common control, with AT&T and its Affiliates; (ii) such fiduciary directly or indirectly receives any compensation or other consideration in connection with any transaction described in this amendment other than for acting as an Independent Fiduciary in connection with the transactions described herein, provided that the amount or payment of such compensation is not contingent upon, or in any way affected by, the Independent Fiduciary's ultimate decision; and (iii) the annual gross revenue received by the Independent Fiduciary, during any year of its engagement, from AT&T Inc. and its Affiliates, exceeds two percent (2%) of the Independent Fiduciary's annual gross revenue from all sources (for federal income tax purposes) for its prior tax year. For the purposes of this Section IV(n), the term ''control'' has the meaning set forth in Section IV(a) above.

(o) The term ''Independent Fiduciary Agreement'' means the Independent Fiduciary Agreement dated May 1, 2012, as amended, by and among AT&T Services, AT&T Inc. and Brock Fiduciary Services LLC.

(p) The term ''Issuer'' means AT&T Mobility II LLC.

(q) The term ''LLC Agreement'' means the Fourth Amended and Restated Limited Liability Company Agreement of AT&T Mobility II LLC, effective October 15, 2018.

(r) The term ''Modifications'' means the modifications negotiated and approved by the Independent Fiduciary that became effective on October 15, 2018, that, in general: (1) provide that the Preferred Interests are transferable by the Trust and all subsequent holders of the Preferred Interests without the Issuer's prior approval; (2) provide that the Put Option may be exercised by any holder of the Preferred Interests; (3) remove the Call Option from the Contribution Agreement, and add the Redemption Option to the LLC Agreement, whereby AT&T Mobility has the right to redeem the Preferred Interests; and (4) preserve all of the Trust's rights with respect to the Preferred Interests, except for the following: (i) the Put Option was modified so that during each calendar quarter, it may be exercised only during specific periods that alternate with the periods during which the Redemption Option may be exercised, and (ii) the Registration Rights Agreement was modified to change the consequences to AT&T if it were to fail to register AT&T Inc. common stock received by the Trust as a result of the exercise of the Put Option or the Redemption Option.

(s) The term ''Option Price'' means an amount equal to the greater of: (1) the Fair Market Value of the Preferred Interest, determined by the Independent Fiduciary as of the last date of the calendar quarter preceding the date of exercise of the Redemption Option or the Put Option, as the case may be, or for the portion of Preferred Interests that are not immediately purchased by AT&T or the Issuer pursuant to the Redemption Option or the Put Option because of the limitation on AT&T's obligation to purchase the Preferred Interests pursuant to the Put Option to no more than 106,666,667 Preferred Interests in any twelve month period, (except in the event of a Change of Control) the Fair Market Value of the Preferred Interest, determined by the Independent Fiduciary as of the last date of the calendar quarter immediately preceding the date such portion of the Preferred Interest is actually purchased by AT&T Inc.; and (2) the sum of $25.00 (*i.e.,* $8 billion in the aggregate) plus any accrued and unpaid Distributions.

(t) The term ''Plan'' means the AT&T Pension Benefit Plan.

(u) The term ''Preferred Interests'' means the Series A Cumulative Perpetual Preferred Membership Interests in AT&T Mobility, an indirect wholly owned limited liability company subsidiary of AT&T Inc., as such Preferred Interests were modified effective October 15, 2018, pursuant to the Contribution Agreement, the LLC

Agreement and the Registration Rights Agreement.

(v) The term ''Put Option'' means the right of the Independent Fiduciary on behalf of the Trust to require AT&T to purchase the Preferred Interests pursuant to the terms and conditions set forth in the Contribution Agreement; or the right of any holder of the Preferred Interests (including the Independent Fiduciary on behalf of the Trust) to require the Issuer to purchase the Preferred Interests pursuant to the terms and conditions set forth in the LLC Agreement, as applicable, at the Option Price per Preferred Interest, at any time and from time to time on or after the earliest of: (1) the first date that the Issuer's debt-to-total-capitalization ratio exceeds that of AT&T; (2) the date on which AT&T Inc. is rated below investment grade for two consecutive calendar quarters by at least two of the following rating agencies: (x) S&P Global Ratings, (y) Moody's, or (z) Fitch Group; (3) a Change of Control; or (4) on or after September 9, 2020, as long as the exercise is within the Exercise Period.

(w) The term ''Redemption Option'' means the right of the Issuer to redeem the Preferred Interests in whole or in part pursuant to the terms and conditions set forth in the LLC Agreement, at the Option Price per Preferred Interest at any time and from time to time on or after the earliest of: (1) a Change of Control; or (2) September 9, 2022, the ninth anniversary of the date on which the Preferred Interests were contributed to the Trust, as long as such redemption is within the Exercise Period.

(x) The term ''Registration Rights Agreement'' means the Amended and Restated Registration Rights Agreement by and among AT&T Inc., the SBC Master Pension Trust and Brock Fiduciary Services LLC, as Independent Fiduciary and investment manager with respect to the AT&T Pension Benefit Plan, a participating plan in the SBC Master Pension Trust, dated October 15, 2018.

(y) The term ''Trust'' means the SBC Master Pension Trust, established and maintained pursuant to an agreement between AT&T Inc. and JPMorgan Chase Bank, N.A., as amended and restated effective as of February 1, 2012.

Section V. Covered Transactions

Effective October 15, 2018 through April 5, 2023, the restrictions of ERISA sections 406(a)(1)(A), 406(a)(1)(B), 406(a)(1)(D), 406(a)(1)(E), 406(a)(2), 406(b)(1), 406(b)(2), and 407(a) and the sanctions resulting from the application of Code section 4975 (a) and (b), by reason of Code section 4975(c)(1)(A), 4975(c)(1)(B), 4975(c)(1)(D) and 4975(c)(1)(E), shall not apply to AT&T and the Plan with respect to the following transactions, provided that the conditions described in Section VI are satisfied:

(a) The holding of the Preferred Interests by the Trust on behalf of the Plan;

(b) The granting by the Trust to the Issuer of the Redemption Option, and the disposition of the Preferred Interests in connection with the exercise of the Redemption Option; and

(c) The holding by the Trust of the Put Option, and the disposition by the Trust of the Preferred Interests in connection with the Trust's exercise of the Put Option.

Section VI. Conditions

(a) The Preferred Interests had a liquidation value of $25 per Preferred Interest and carried distribution rights of $1.75 per Preferred Interest (*i.e.,* the Distributions), for a total of $560 million per year in cash payable to the Trust as measured on the date of the Contribution, in accordance with the terms of the Contribution Agreement;

(b) The Plan did not incur fees, costs or other charges in connection with the transactions described in Section V, other than fees and expenses of the Independent Fiduciary for duties required by this exemption, as amended, as described herein;

(c) For the duration of the Investment Management Agreement, an Independent Fiduciary acted solely on behalf of the Plan and the Trust, represented the Plan's interests for all purposes with respect to the Preferred Interests, and determined, prior to entering into any of the transactions described in Section V, that each such transaction was in the interest of the Plan;

(d) The selection of the Independent Fiduciary was based solely on the Independent Fiduciary's qualifications to serve as a qualified independent fiduciary and was made after a prudent process that included a determination that the Independent Fiduciary was qualified to perform the work required in connection with this exemption, and that the Independent Fiduciary did not have any interests in any party in interest involved in the covered transactions or in the covered transactions themselves which could affect the exercise of such fiduciary's best judgment as a fiduciary;

(e) For the duration of the Investment Management Agreement, the Independent Fiduciary had complete discretion regarding the disposition of any AT&T Shares received in exchange for Preferred Interests, in accordance with the Investment Management Agreement, as further defined below, and the Registration Rights Agreement;

(f) The Independent Fiduciary negotiated and approved, on behalf of the Plan and the Trust, the terms and conditions of the Contribution Agreement, including the terms of the Preferred Interests and the Call Option set forth in the Contribution Agreement, as well as the terms of the Redemption Option and the Put Option set forth in the LLC Agreement, and terms of the Investment Management Agreement and the Registration Rights Agreement, and any modification of the Plan's rights and obligations under any term, definition or condition of the amendment, including the Modifications, in advance of such term, condition or modification;

(g) The Independent Fiduciary managed the holding and disposition of the Preferred Interests and took whatever action it deemed necessary to protect the rights of the Plan with respect to the Preferred Interests or the AT&T Shares received in connection with the exercise of the Redemption Option or the Put Option;

(h) The Independent Fiduciary monitored AT&T and the Issuer to determine whether a Change of Control, or a different Contingent Event, had occurred that permitted the Trust to dispose of the Preferred Interests;

(i) The Independent Fiduciary: did not enter into any agreement, arrangement, or understanding that included any provision that provides for the direct or indirect indemnification or reimbursement of the Independent Fiduciary by the Plan or other party for any failure to adhere to its contractual obligations or to state or Federal laws applicable to the Independent Fiduciary's work; or waive any rights, claims, or remedies of the Plan under ERISA, state, or Federal law against the Independent Fiduciary with respect to the transactions that are the subject of this exemption;

(j) An Independent Appraiser, acting on behalf of the Plan, determined the Fair Market Value of the Preferred Interests contributed to the Trust on behalf of the Plan as of the date of the Contribution and while the Preferred Interests were held on behalf of the Plan, and for all purposes under this exemption, consistent with sound principles of valuation. The Independent Appraiser: did not enter into, any agreement, arrangement, or understanding that included any provision that provides for the direct or indirect indemnification or reimbursement of the Independent

Appraiser by the Plan or any other party for any failure to adhere to its contractual obligations or to state or Federal laws applicable to the Independent Appraiser's work; or waive any rights, claims or remedies of the Plan or its participants and beneficiaries under ERISA, the Code, or other Federal and state laws against the Independent Appraiser with respect to the transactions that are the subject of this exemption;

(k) The terms of any transactions between the Plan and a purchaser of Preferred Interests or any AT&T Shares received in connection with the Preferred Interests were no less favorable to the Plan than terms negotiated at arm's length under similar circumstances between unrelated third parties determined by the Independent Fiduciary at the time the contractual terms with respect to such transactions, including without limitation, the Put Option and the Redemption Option, were entered into;

(l) The Preferred Interests ranked senior to any other equity holders of the Issuer in respect of: the right to receive Distributions; and the right to receive Distributions or payments out of the assets of the Issuer upon liquidation of the Issuer, in accordance with the terms of the Contribution Agreement;

(m) In the event that the Distributions were in arrears, AT&T was restricted from making certain transfers of cash out of the Issuer or declaring dividends on and repurchasing AT&T Shares, in accordance with the terms of the Contribution Agreement;

(n) AT&T was not permitted to declare any dividends on, or make any repurchases of, AT&T Shares during any time there remained any unregistered AT&T Shares held by the Trust that were received in exchange for the Preferred Interests;

(o) The Committee and the Independent Fiduciary maintain for a period of six (6) years from the later of (1) the latest date that exemptive relief under this exemption, as amended, is necessary to avoid engaging in a non-exempt prohibited transaction, or (2) the date of publication of this exemption, in a manner that is convenient and accessible for audit and examination, the records necessary to enable the persons described in paragraph (p)(1) below to determine whether conditions of this exemption have been met, except that (1) a prohibited transaction will not be considered to have occurred if, due to circumstances beyond the control of the Committee and/or the Independent Fiduciary, the records are lost or destroyed prior to the end of the six-year period, and (2) no party in interest other than the Committee or the Independent Fiduciary shall be subject to the civil penalty that may be assessed under ERISA section 502(i) if the records are not maintained, or are not available for examination as required by paragraph (p) below;

(p) (1) Except as provided in section (2) of this paragraph and not withstanding any provisions of subsections (a)(2) and (b) of ERISA section 504, the records referred to in paragraph (o) above shall be unconditionally available at their customary location during normal business hours to:

(i) any duly authorized employee or representative of the Department or the Internal Revenue Service;

(ii) AT&T or any duly authorized representative of AT&T;

(iii) the Independent Fiduciary or any duly authorized representative of the Independent Fiduciary;

(iv) the Committee or any duly authorized representative of the Committee; and

(v) any participant or beneficiary of the Plan, or any duly authorized representative of such participant or beneficiary;

(2) None of the persons described above in paragraph (p)(1) (iii) or (v) shall be authorized to examine the trade secrets of AT&T or commercial or financial information that is privileged or confidential, and should AT&T refuse to disclose information on the basis that such information is exempt from disclosure, AT&T shall by the close of the thirtieth (30th) day following the request, provide a written notice advising that person of the reasons for the refusal and that the Department may request such information;

(q) Notwithstanding any provision in this exemption, as amended, to the contrary, the Preferred Interests were transferable by the Trust and all subsequent holders of the Preferred Interests at the holder's sole discretion in accordance with the terms of the LLC Agreement;

(r) AT&T made an additional cash payment to the Trust of $80 million dollars no later than October 15, 2018, solely in connection with the Modifications described herein;

(s) All the material facts and representations set forth in the Summary of Facts and Representation must be true and accurate and the Applicant will promptly inform the Department in the event that it becomes aware that any material fact or representation is no longer true and accurate; and

(t) AT&T must provide to the Department the records necessary to demonstrate that the conditions of this exemption, as amended, have been met, within 30 days from the date the Department requests such records.

Section VII. Exemption Dates

(a) Sections I, II and III of PTE 2014–06 are in effect between September 9, 2013, through October 14, 2018.

(b) Sections IV, V and VI of PTE 2014–06, which are added by this amendment, are in effect October 15, 2018, through April 5, 2023.

Signed at Washington, DC, this 21st day of July 2026.

Christopher Motta,

Acting Director, Office of Exemption Determinations, Employee Benefits Security Administration, U.S. Department of Labor.

[FR Doc. 2026–15620 Filed 7–31–26; 8:45 am]

BILLING CODE 4510–29–P

DEPARTMENT OF LABOR

Employment and Training Administration

Labor Certification Process for the Temporary Employment of Foreign Workers in Agriculture in the United States: Adverse Effect Wage Rate Updates for Non-Range Occupations

AGENCY: Employment and Training Administration, Department of Labor.

ACTION: Notice.

SUMMARY: The Employment and Training Administration (ETA) of the Department of Labor (DOL) is issuing this notice to announce updates to the Adverse Effect Wage Rates (AEWR) for the employment of temporary or seasonal nonimmigrant foreign workers (H–2A workers) to perform agricultural labor or services in non-range occupations. AEWRs are the minimum wage rates that must be offered, advertised in recruitment, and paid by employers to H–2A workers and workers in corresponding employment to ensure that the wages and working conditions of workers in the United States similarly employed are not adversely affected.

DATES: These rates are effective August 3, 2026. However, for entities and states subject to the court order in *Kansas et al.* v. *U.S. Dep't of Labor* (749 F. Supp. 3d 1363 (S.D. Ga. 2024)), these rates are effective August 17, 2026.

FOR FURTHER INFORMATION CONTACT: Brian Pasternak, Administrator, Office of Foreign Labor Certification (OFLC), email: *ETA.OFLC.Forms@dol.gov.*

SUPPLEMENTARY INFORMATION: Consistent with the methodology established in the interim final rule, *Adverse Effect Wage*