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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN FRANCISCO**

13 THE PEOPLE OF THE STATE OF  
14 CALIFORNIA,

15 Plaintiff,

16 v.

17 AT&T MOBILITY, LLC; CRICKET  
18 WIRELESS, LLC,

19 Defendants.

Case No.

**[PROPOSED] FINAL JUDGMENT**

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22  
23  
24 Plaintiff, the People of the State of California (hereinafter, Plaintiff or People), represented  
25 by Rob Bonta, Attorney General of the State of California, by Daniel Osborn, Deputy Attorney  
26 General; and by Michael Elisofon, Supervising Deputy Attorney General; and defendants AT&T  
27 Mobility, LLC, a corporation, and Cricket Wireless, LLC, a corporation, appearing through their  
28 attorneys Troutman Pepper Hamilton Sanders LLP, by Clayton S. Friedman, having stipulated and  
consented to the Court's entry of this Final Judgment ("Judgment") in this proceeding and accepting

1 this Judgment as the final adjudication of this civil action without taking proof and without trial,  
2 without this Judgment constituting evidence of or an admission by Defendant regarding any issue of  
3 law or fact alleged in the Complaint, without Defendant admitting any liability, and with all parties  
4 having waived their right to appeal.

5 The Court having considered the matter and good cause appearing:

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:  
7

8 **PARTIES**

- 9 1. Plaintiff is the People of the State of California.  
10 2. Defendants are AT&T Mobility, LLC, a corporation, and CRICKET WIRELESS,  
11 LLC, a corporation, and their respective brands, their subsidiaries, and their successors and assigns  
12 (collectively, “Carriers,” and individually a “Carrier”).  
13

14 **JURISDICTION AND VENUE**

15 3. Defendants, at all relevant times, have transacted business in the State of California,  
16 including but not limited to business in the County of San Francisco.

17 4. This Court has jurisdiction over the Complaint and the parties necessary for the  
18 Court to enter this Judgment and any orders hereafter appropriate.

19 5. Venue is proper in the County of San Francisco.

20 6. This Judgment is entered pursuant to and subject to the Unfair Competition Law,  
21 Business and Professions Code section 17200 et seq. (the “UCL”) and False Advertising Law,  
22 Business and Professions Code section 17500 et seq. (the “FAL”).  
23

24 **BACKGROUND**

25 7. This Judgment follows an investigation by the Attorneys General of the States of  
26 Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, District of Columbia,  
27 Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland,  
28

1 Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New  
2 Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio,  
3 Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Utah, Vermont,  
4 Virginia, Washington, Wisconsin and Wyoming (collectively, the “Participating States”) and  
5 communications between the Attorneys General and Carriers and TracFone Wireless, Inc., Cellco  
6 Partnership, d/b/a Verizon Wireless, and T-Mobile USA, Inc. (collectively the “Wireless  
7 Companies” and individually a “Wireless Company.”). The investigation related to the  
8 advertising, marketing, and sales practices of the Wireless Companies and considered whether  
9 these advertising, marketing, and sales practices comply with the consumer protection and trade  
10 practice statutes and regulations, including the statutes listed in footnote one below<sup>1</sup> and/or the  
11 regulations promulgated pursuant to the same (collectively, “Consumer Statutes”). The  
12 advertising, marketing, and sales practices include, the following: (i) offering consumers wireless  
13 devices for free or at a reduced rate or no extra cost, (ii) offering to pay consumers’ costs or fees  
14 if they switch carriers, (iii) offering wireless products or services at a reduced rate, whether in

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16 <sup>1</sup> See generally, N.Y. EXEC. LAW § 63(12); N.Y. GEN. BUS. LAW §§ 349-50; TENN. CODE ANN. §§ 47-18- 104;  
17 ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS 505/1, *et seq.*; N.C.G.S. § 75-1.1;  
18 N.J.S.A. 56:8-2; P.A. UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW, 73 P.S. §§ 201-1 – 201-9.2; TEX.  
19 BUS. & COM. CODE ANN. §§ 17.41 through 17.63; RCW 19.86.020; ALASKA STAT. § 45.50.471; ALA. CODE § 8-19-  
20 1 *et seq.*; ARKANSAS CODE ANNOTATED § 4-88-107(A); ARIZ. REV. STAT. §§ 44-1521 TO 1534; CAL. BUS. & PROF.  
21 CODE § 17200 *et seq.*, § 17500 *et seq.*; C.R.S. § 6-1-101 *et seq.*; C.R.S. § 6-1-105(1); D.C. CODE 28-3904; 6 DEL. C.  
22 § 2513; O.C.G.A. § 10-1-390 *et seq.*; HAW. REV. STAT. CHPTS. 480 AND 481A; IOWA CODE § 714.16; 61 IOWA ADMIN  
23 CODE 38.1; IDAHO CONSUMER PROTECTION ACT, TITLE 48, CHAPTER 6, IDAHO CODE; IND. CODE § 24-5-0.5-0.1, *et*  
24 *seq.*; K.S.A. § 50-623 *et seq.*; KENTUCKY REVISED STATUTES 367.170; UNFAIR TRADE PRACTICES AND CONSUMER  
25 PROTECTION LAW, LA. R.S. §§ 51:1401 *et seq.*; M.G.L. C. 93A, SECS 2 & 4.; MD. CODE ANN., COM. LAW §§ 13-101  
26 through 13-501; 5 M.R.S.A. § 205-A *ET SEQ.*; MICH. COMP. LAWS § 445.903; MICH. COMP. LAWS § 445.901 *et seq.*;  
27 MINN. STAT. §§ 325D.44; 325F.69, SUBD. 1; §407.020 RSMO; MISSISSIPPI CONSUMER PROTECTION ACT, MS CODE  
28 ANN. §75-24-1 *et seq.*; MONT. CODE ANN. § 30-14-103; N.D. CENT. CODE § 51-15-01 *et seq.*; NEB. REV. STAT. §§  
59- 1601 to 59-1622 AND NEB. REV. STAT. §§ 87-301 to 87-306.; N.H. REV. STAT. ANN. § 358-A:1-7; NEW MEXICO  
UNFAIR PRACTICES ACT NMSA1978, §57-12-1 *et seq.* (1967); NRS 598.0903 *et seq.*; OHIO CONSUMER SALES  
PRACTICES ACT (“CSPA”), OHIO REVISED CODE 1345.01 *et seq.*, AND ITS SUBSTANTIVE RULES, 109-4-3-01, *et seq.* ;  
OKLAHOMA CONSUMER PROTECTION ACT, 15 O.S. §§ 751 *et seq.*; OREGON’S UNLAWFUL TRADE PRACTICES ACT,  
ORS 646.605 TO 646.652; ORS 646.608(1)(b), (c), (e), and (s); R.I. GEN. LAWS § 6–13.1–1 *et seq.*; SDCL CHAPTER  
37-24; UTAH CODE § 13-11-4; VA. CODE ANN. §§ 59.1-196 to 59.1-207; 9 V.S.A. § 2453; FRAUDULENT  
REPRESENTATIONS. WIS. STAT. § 100.18(1); and WYO. STAT. ANN. § 40-12-101 through -114.

1 comparison to their own goods or services or those of third parties, (iv) offering to lease wireless  
2 devices, and (v) offering unlimited data on wireless devices (collectively, the “Covered  
3 Activities”). Simultaneous with the entering of this Judgment, the Participating States are entering  
4 into an Assurance of Voluntary Compliance with each of the other Wireless Companies on the  
5 same terms of this Judgment with the exception of the amount of the payment required pursuant  
6 to Paragraph 35.

7 8. The Attorneys General allege that the Wireless Companies have advertised some  
8 of their wireless products and services in various media, including print, television, and online,  
9 without clearly and conspicuously disclosing all of the material terms and conditions of their offers  
10 and, in some cases, failing to disclose or misrepresenting the material terms and conditions of their  
11 offers.

12 9. The Wireless Companies deny they have engaged in any unlawful or otherwise  
13 inappropriate business practices. The Wireless Companies contend that their advertisements have  
14 always been truthful, accurate and non-misleading and provided clear and conspicuous disclosures  
15 regarding offers related to free or discounted products and services, offers to pay costs and fees to  
16 switch services, leasing wireless devices and unlimited data claims. However, the Wireless  
17 Companies have agreed to this Judgment in the State of California and Assurance with the  
18 Participating States so that this matter may be resolved amicably.

19  
20 **A. APPLICATION**

21 10. The provisions of this Judgment shall apply to each Carrier and their merged or  
22 acquired entities, with respect to the Covered Activities.

23  
24 **B. DEFINITIONS**

25 For purposes of this Judgment, the following definitions shall apply:

26 11. **“Clearly and Conspicuously”** means that a disclosure is made in such size, color,  
27 contrast, location, duration, and/or audibility that it is readily noticeable, readable, understandable,

1 and capable of being heard. A disclosure may not contradict or be inconsistent with any other  
2 information with which it is presented. If a disclosure modifies, explains or clarifies other  
3 information with which it is presented, then the disclosure must be presented in proximity to the  
4 information it modifies, explains, or clarifies, in a manner that is readily noticeable, readable, and  
5 understandable, and not obscured in any manner. In addition:

6 a. An audio disclosure must be delivered in a volume and cadence sufficient  
7 for a consumer to hear and comprehend it.

8 b. A text message, television, or internet disclosure must be of a type size,  
9 location, and shade and remain on the screen for a duration sufficient for a consumer to  
10 read and comprehend it based on the medium being used; and

11 c. Disclosures in a print advertisement or promotional material, including, but  
12 without limitation, a point of sale display or brochure materials directed to consumers, must  
13 appear in a type-size, contrast, and location sufficient for a consumer to read and  
14 comprehend them.

15 12. **“Effective Date”** means May 9, 2024. Provided, however, that this Judgment is  
16 binding upon entry.

17 13. **“Lease”** means a consumer lease as defined in the Consumer Leasing Act.

18 14. **“Space Constrained Advertising”** means any communication (including, but not  
19 limited to, Internet search results and banner ads) that has space, format, size, duration, or  
20 technological restrictions (“Space Constraint”) that the Carrier cannot modify, that limit the Carrier  
21 from being able to make the disclosures required by this Judgment.

22 15. **“Material Restriction”** means a reduction on the quantity or speed of data that is  
23 likely to affect a consumer’s purchase or use of the advertised product or service.

24 16. **“Mobile Data Plan”** means a plan with a Wireless Carrier for the provision of  
25 internet access service to mobile devices such as smartphones.

1           17.     **“Unlimited Mobile Data Plan”** means a Mobile Data Plan that does not set forth  
2 a numerical limit on the quantity of data allowed in a billing cycle when the customer subscribed  
3 to or renewed the plan.

4           18.     **“Capped Mobile Data Plan”** means a Mobile Data Plan that sets forth a numerical  
5 limit on the quantity of data allowed in a billing cycle when the customer subscribed to or renewed  
6 the plan.

7  
8                                   **C.     ADVERTISING DISCLOSURES**

9           19.     The Carriers shall make all advertisements or representations to consumers truthful,  
10 accurate and non-misleading. In this regard, the Carriers:

11                   a.     Shall not use any statements or illustrations in any advertisements or  
12 representations to consumers related to Covered Activities that misrepresent or create a  
13 false impression of any material facts regarding the nature, quality, and/or characteristics  
14 of their own or any competitor’s wireless devices or services;

15                   b.     Shall Clearly and Conspicuously disclose and in a manner that is  
16 appropriate to the nature of the advertising content and type, all material terms and  
17 conditions of an offer to sell or lease any wireless devices or services in connection with  
18 Covered Activities. In Space Constrained Advertising, the Carriers may abbreviate such  
19 disclosures within the Space Constrained Advertisement and include a Clear and  
20 Conspicuous, easily accessible, and meaningfully labeled way to access full disclosure of  
21 the material terms of the offer, such as a phone number, website, click-through link for  
22 Internet advertising, or other method consistent with the relevant medium. For purposes  
23 of this subparagraph, “meaningfully labeled” means labeled to convey the importance,  
24 nature, and relevance of the information to which it leads as consistent with the relevant  
25 medium.

26  
27                                   **D.     USE OF THE TERM UNLIMITED**



1 c. For purposes of this Judgment, practices that are necessary to manage the network or to  
2 prevent degradation of the network for other users are not considered a Material Restriction,  
3 provided that such practices are Clearly and Conspicuously disclosed before the consumer  
4 purchases services. Further, if a Carrier makes changes to such practices that will result in Material  
5 Restrictions for existing “unlimited” customers, notice of such changes must be Clearly and  
6 Conspicuously provided to such existing customers.

7 21. The Carriers shall not represent, expressly or by implication, that the mobile data  
8 in a Capped Mobile Data Plan is unlimited.

9  
10 **E. NETWORK MANAGEMENT PRACTICES**

11 22. In addition to complying with the terms of this Judgment, the Carriers shall also  
12 comply with the Federal Communication Commission’s Transparency Rule 8.1, as such rule may  
13 be amended from time to time.

14  
15 **F. SWITCHER OFFERS**

16 23. Advertisements containing offers by a Carrier to “pay” for costs incurred by a  
17 consumer to switch carriers, such as early termination fees and/or other associated costs, shall  
18 Clearly and Conspicuously disclose the material terms of the offer, including:

19 a. The nature or types of fees and/or other amounts that a Carrier will pay,  
20 credit or reimburse the consumer, and whether the Carrier will pay the amounts directly to  
21 the consumer or to a third party.

22 b. The form that such payment, credit or reimbursement will take if cash or  
23 check is not provided.

24 c. All material requirements that the consumer must satisfy in order to qualify  
25 for the offer and receive the payments, credits or reimbursements.



1 d. The approximate schedule or time frame in which the consumer will be paid  
2 after switching to the carrier, if in excess of 30 days from the date the customer has met all  
3 requirements necessary to qualify for payment, credit or reimbursement.

4 The Carriers shall, in connection with any offer described in paragraph 23 above, use reasonable  
5 efforts to ensure that consumers receive payment, credit or reimbursement of any costs that the  
6 Carrier has offered to pay no later than sixty (60) days after the consumer has met all requirements  
7 to receive the payment, credit or reimbursement.

8  
9 **G. FREE AND SIMILAR OFFERS**

10 24. In any advertisements that offer wireless devices or services for “free,” or that use  
11 similar terms that reasonably can be construed as offering devices or services for “free,” the  
12 Carriers shall Clearly and Conspicuously disclose all material terms and conditions that the  
13 consumer must meet in order to receive the “free” devices or services offered.

14 25. Where receipt of the devices or services advertised as “free” requires that the  
15 consumer purchase or lease another device or service, or pay other fees, such as activation or  
16 shipping and processing, in order to receive the “free” devices or services, the Carriers shall  
17 Clearly and Conspicuously disclose these requirements in the advertisement. Further, where  
18 receipt of a “free” device or service is contingent on the purchase or lease of another device or  
19 service, the Carrier shall not increase the cost to purchase or lease the other device or service for  
20 the purpose of recouping all or part of the cost of the “free” device or service.

21 **H. PHONE LEASES**

22 26. Advertisements containing offers for a lease of a wireless device shall make clear  
23 that the consumer will be entering into a lease agreement and shall not represent that the consumer  
24 is purchasing a device.

25 27. The Carriers shall comply with Regulation M, 12 CFR Part 213, as such rule may  
26 be amended from time to time.

27 **I. PRICE AND SAVINGS CLAIMS**

1           28. Any savings claims made by a Carrier in its advertising, whether the savings are  
2 based on a comparison to such Carrier's own goods or services or those involving third parties,  
3 shall be truthful, accurate, and non-misleading.

4           29. The Carriers shall have a reasonable basis for all savings claims made in their  
5 advertising, whether the savings are based on a comparison to a Carrier's own goods or services  
6 or those involving third parties.

7           30. If a Carrier makes a comparative pricing or savings claim, the claim shall either be  
8 based on a comparison of comparable goods or services, or any material differences between the  
9 goods or services being compared shall be Clearly and Conspicuously disclosed.

10          31. Advertisements containing representations of a specific price, discount or savings  
11 that will not be provided to the consumer at the time of purchase or that require the consumer to  
12 take additional action beyond completing the purchase of the goods or services shall Clearly and  
13 Conspicuously disclose the material conditions or requirements that the consumer must satisfy in  
14 order to receive the advertised price, discount or savings, including but not limited to:

15           a. If the price, discount or savings is based on a rebate that will be received  
16 after the purchase has been completed, the advertisement shall disclose the rebate  
17 requirement in close proximity to the advertised price, discount or savings claim.

18           b. If the price, discount or savings is based on credits that will be issued after  
19 the purchase has been completed, the advertisement shall Clearly and Conspicuously  
20 disclose the approximate timetable for the issuance of those credits.

21           c. Whether the consumer must take other material action, such as trading in a  
22 device, sign a contract and/or commitment or enrolling in an automatic payment plan, in  
23 order to receive the advertised price, discount or savings.

24  
25          **J. WIRELESS COMPANY APPOINTED COMPLAINT REPRESENTATIVE**

26          32. In order to facilitate the efficient resolution of ordinary customer complaints  
27 received by an Attorney General each Carrier will designate a representative to work directly with

1 Plaintiff to address such complaints related to the Covered Activities of this Judgment and provide  
2 that representative's contact information to Plaintiff. In the event that there is a change to the  
3 designated representative for a Carrier, such Carrier shall use its best efforts to provide the new  
4 representative's contact information to Plaintiff within 20 business days of such change. A Carrier  
5 shall respond, within a reasonable time, to all customer complaints received by the Wireless  
6 Company directly from Plaintiff, with respect to the matters set forth in this Judgment.

7  
8 **K. TRAINING**

9 33. A Carrier shall train its customer service representatives who speak with consumers  
10 about promotions, offers, or advertisements regarding the Covered Activities to comply with the  
11 provisions herein and must implement and enforce a program designed to ensure compliance.

12 34. Each of the Carriers will be responsible for training their staff who are responsible  
13 for the creation of advertising related to the subject matter covered by the terms of this Judgment.

14  
15 **L. PAYMENT TO THE PARTICIPATING STATES**

16 35. The Carriers shall pay to the Attorneys General for the Participating States a total  
17 of \$2,044,827.45 as divided per instructions from the Attorneys General, and paid directly to each  
18 signatory Attorney General. For purposes of this Judgment, the Carriers shall pay \$209,962.97 to  
19 the California Attorney General. Said payment shall be made pursuant to Business and Professions  
20 Code section 17206 and shall be used by the California Attorney General for the enforcement of  
21 consumer protection laws. Within thirty (30) days of the Effective Date, the California Attorney  
22 General shall provide each Carrier with written payment instructions identifying for the California  
23 Attorney General the official payee, the particular payment amount and any other information  
24 necessary to effectuate payment of the amounts due and owing under this Section. Within sixty  
25 (60) days of receiving the California Attorney General's written payment instructions, each Carrier  
26 shall tender payment of the amounts due and owing under this paragraph and in accordance with  
27 the written payment instructions provided by the California Attorney General. In no event shall

1 any portion of this payment be characterized as a fine, civil penalty or forfeiture by any Wireless  
2 Company to the State of California or to any Participating State.

3  
4 **M. RELEASE**

5 36. The California Attorney General acknowledges that upon receipt of full payment  
6 under Paragraph 35, this Judgment constitutes a complete settlement and release by the California  
7 Attorney General of all civil claims, civil causes of action, damages, fines, costs, and penalties that  
8 were asserted or could have been asserted by the California Attorney General, on or prior to the  
9 Effective Date of this Judgment against the Carriers based on the Covered Activities, pursuant to  
10 the Consumer Statutes set forth in footnote one of this Judgment and the regulations promulgated  
11 pursuant to such Consumer Statutes.

12 37. Notwithstanding any term of this Judgment, specifically reserved and excluded  
13 from the release in Paragraph 36 as to any entity or person, including each Carrier, are any and all  
14 of the following:

15 a. Any criminal liability that any person or entity, including Carriers, have or  
16 may have to California;

17 b. State or federal antitrust violations;

18 c. State or federal securities violations;

19 d. State or federal tax claims;

20 e. Any civil claims related to violations of California's Internet Consumer  
21 Protection and Net Neutrality Act (California Civil Code sections 3100-3104) occurring or  
22 ongoing on or after March 25, 2021. Notwithstanding any time limitations contained in  
23 this subparagraph, nothing in this Judgment shall be construed as finding, or as evidence,  
24 that Carriers' acts or practices complied or failed to comply with California Civil Code  
25 sections 3100-3104 at any point prior to the date of entry of this Judgment; and

26 f. Any civil or administrative liability that any person and/or entity, including  
27 the Carriers, have or may have to California not covered by the release in Paragraph 36.

1 **N. GENERAL PROVISIONS**

2 38. The Carriers shall not individually or collectively participate, directly or indirectly,  
3 in any activity or form a separate entity or corporation for the purpose of engaging in acts or  
4 practices in whole or in part in the State of California that are prohibited by this Judgment or for  
5 any other purpose that would otherwise circumvent any term of this Judgment. No Carrier shall  
6 cause, knowingly permit, or encourage any other person or entity acting on its behalf to engage in  
7 practices from which it is prohibited by this Judgment.

8 39. The parties understand and agree that this is a compromise settlement of disputed  
9 issues and that the consideration for this Judgment shall not be deemed or construed as: (a) an  
10 admission of the truth or falsity of any claims or allegations heretofore made or any potential  
11 claims; (b) an admission by a Carrier that it has violated or breached any law, statute, regulation,  
12 term, provision, covenant or obligation of any agreement; or (c) an acknowledgement or admission  
13 by any of the parties of any duty, obligation, fault or liability whatsoever to any other party or to  
14 any third party. This Judgment does not constitute a finding of law or fact, or any evidence  
15 supporting any such finding, by any court or agency that the Carrier has engaged in any act or  
16 practice declared unlawful by any laws, rules, or regulations of any state. The Carrier denies any  
17 liability or violation of law and stipulates to the entry of this Judgment without any admission of  
18 liability. It is the intent of the parties that this Judgment shall not be used as evidence or precedent  
19 in any action or proceeding, except an action to enforce this Judgment.

20 40. All terms and conditions of this Judgment shall continue in full force and effect on  
21 any successor, assignee or transferee of a Carrier. No party may assign, delegate or otherwise  
22 transfer any of its rights or obligations under this Judgment without prior written consent of  
23 Plaintiff.

24 41. If the California Attorney General determines that a Carrier made any material  
25 misrepresentation or omission relevant to the resolution of this investigation, the Attorney General  
26 retains the right to seek modification of this Judgment with respect to such Wireless Company.

1           42.     This Judgment is made without trial or adjudication of any issue of fact or law or  
2 finding of liability of any kind. Nothing in this Judgment, including this Paragraph, shall be  
3 construed to limit or to restrict any Carrier’s right to use this Judgment to assert and maintain the  
4 defenses of res judicata, collateral estoppel, payment, compromise and settlement, accord and  
5 satisfaction, or any other legal or equitable defense in any pending or future legal or administrative  
6 action or proceeding.

7           43.     It is the intent of the parties that to the extent that any changes in a Carrier’s  
8 business, advertising materials, and/or advertising practices are made to achieve or facilitate  
9 conformance to the terms of this Judgment, such changes shall not constitute any form of evidence  
10 or an admission by such Carrier, explicit or implicit, of wrongdoing or failure to comply with any  
11 state, federal or local law, regulation or ordinance, or the common law.

12           44.     Nothing in this Judgment shall be construed to create, waive, or limit any private  
13 right of action.

14           45.     This Judgment shall be governed by the laws of the State of California and is subject  
15 to court approval. By stipulating to the entry of this Judgment, the Carriers and the California  
16 Attorney General agree to all such court approvals, provided that there are no modifications to the  
17 terms of this Judgment without the express written consent of each Carrier and the California  
18 Attorney General. This Judgment does not constitute an admission by any Carrier of the State of  
19 California’s jurisdiction over it other than with respect to this Judgment, and does not alter the  
20 State of California’s jurisdiction over it.

21           46.     With respect to advertising or marketing which has been submitted for broadcast or  
22 publication or used prior to the Effective Date of this Judgment, the Carriers shall not be liable  
23 under this Judgment for their non-compliance with the terms and conditions of this Judgment, to  
24 the extent that the Carriers take reasonable steps to recall such advertising or marketing if possible.  
25 Notwithstanding this paragraph, Carriers shall fully comply with the terms of this Judgment  
26 beginning 60 days following the Effective Date.

1           47.     This Judgment contains the entire agreement between the parties. Except as  
2 otherwise provided herein, this Judgment shall be modified only by a written instrument signed by  
3 or on behalf of the parties, and shall be subject to Court approval. The parties agree to use their  
4 best efforts to obtain such Court approval.

5           48.     Neither a Carrier nor anyone acting on its behalf shall state or imply or cause to be  
6 stated or implied that the California Attorney General or the State of California has approved,  
7 sanctioned, or authorized any practice, act, advertising material, or conduct of the Carrier.

8           49.     Nothing in this Judgment shall relieve a Carrier of other obligations imposed by  
9 any applicable state or federal law or regulation or other applicable law, nor shall any of the  
10 provisions of this Judgment be deemed to be permission to engage in any acts or practices  
11 prohibited by such laws, regulations, and rules.

12           50.     Any failure by Plaintiff to insist upon the strict performance by a Carrier of any of  
13 the provisions of this Judgment shall not be deemed a waiver of any of the provisions hereof, and  
14 Plaintiff, notwithstanding that failure, shall have the right thereafter to insist upon the strict  
15 performance of any and all of the provisions of this Judgment to be performed by the Carrier.

16           51.     Nothing in this Judgment shall be construed as a waiver of or limitation on any  
17 Carrier's right to defend itself from or to make agreements in any private individual or class action,  
18 state, or federal claim, suit or proceeding relating to the existence, subject matter or terms of this  
19 Judgment.

20           52.     Neither this Judgment nor anything herein shall be construed or used as a waiver,  
21 limitation or bar on any defense otherwise available to the Carriers, or on any Carrier's right to  
22 defend itself from or make arguments in any pending or future legal or administrative action,  
23 proceeding, local or federal claim or suit, including without limitation, private individual or class  
24 action claims or suits, relating to any Carrier's conduct prior to the entry of this Judgment, or to  
25 the existence, subject matter, or terms of this Judgment.

1 53. The titles and headers to each section of this Judgment are for convenience purposes  
2 only and are not intended by any Carrier or the California Attorney General to lend meaning to the  
3 actual terms of this Judgment.

4 54. This Judgment shall not be construed against the “drafter” because both the Carriers  
5 and the California Attorney General participated in the drafting of this Judgment.

6 55. If any clause, provision or section of this Judgment shall, for any reason, be held  
7 illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any  
8 other clause, provision or section of this Judgment, and this Judgment shall be construed and  
9 enforced as if such illegal, invalid or unenforceable clause, section or provision had not been  
10 contained herein.

11 56. Plaintiff represents that it will seek enforcement of the provisions of this Judgment  
12 with due regard for fairness.

13 57. If the California Attorney General determines that a Carrier has failed to comply  
14 with any of the terms of this Judgment, and if in the California Attorney General’s sole discretion  
15 the failure to comply does not threaten the health, safety, or welfare of the citizens of the State of  
16 California, the California Attorney General will notify the Carrier in writing of such failure to  
17 comply and such Wireless Company shall then have fifteen (15) business days from receipt of  
18 such written notice to provide a good faith written response to the Attorney General’s  
19 determination. The response shall include an affidavit containing, at a minimum, either:

20 a. A statement explaining why such Wireless Company believes it is in full  
21 compliance with the Judgment; or

22 b. A detailed explanation of how the alleged violation(s) occurred; and

23 (i) A statement that the alleged violation has been addressed and how;

24 or

25 (ii) A statement that the alleged violation cannot be reasonably  
26 addressed within fifteen (15) business days from receipt of the notice, but (1) the  
27 Carrier has begun to take corrective action to cure the alleged violation; (2) the  
28



1 Carrier is pursuing such corrective action with reasonable due diligence; and (3)  
2 the Carrier has provided the Attorney General with a detailed and reasonable time  
3 table for curing the alleged violation.

4 c. Nothing herein shall prevent the Attorney General from agreeing in writing  
5 to provide a Carrier with additional time beyond the fifteen (15) business day period to  
6 respond to the notice.

7 Further, upon request, Plaintiff shall agree to meet and confer, at a time and location, and manner  
8 (including teleconference) acceptable to Plaintiff, with the Carrier regarding the nature of the  
9 alleged violation of this Judgment.

10 58. In the event that any statute or regulation pertaining to the subject matter of this  
11 Judgment is modified, enacted, promulgated or interpreted by the Federal government or any  
12 Federal agency, such as the FCC, and a court of competent jurisdiction holds that such statute or  
13 regulation is in conflict with any provision of this Judgment, and such that a Carrier cannot comply  
14 with both the statute or regulation and the provision of this Judgment, the Carriers may comply  
15 with such statute or regulation, and such action shall constitute compliance with the counterpart  
16 provision of this Judgment. The Carrier shall provide advance written notice to Plaintiff of the  
17 statute or regulation with which the Carrier intends to comply under this paragraph, and of the  
18 counterpart provision of this Judgment that is in conflict with the statute or regulation, and shall  
19 include a copy of or citation to the court's holding. While Plaintiff shall give such notice good  
20 faith consideration, in the event Plaintiff disagrees with the Carrier's interpretation of the conflict,  
21 Plaintiff reserves the right to pursue any remedy or sanction that may be available regarding  
22 compliance with this Judgment.

23 59. In the event that any statute or regulation pertaining to the subject matter of this  
24 Judgment is modified, enacted, promulgated or interpreted by the State of California such that the  
25 statute or regulation is in conflict with any provision of this Judgment and such that a Carrier  
26 cannot comply with both the statute or regulation and the provision of this Judgment, the Carrier  
27 may comply with such statute or regulation in the State of California, and such action shall



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1 DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

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4 JUDGE OF THE SUPERIOR COURT  
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