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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN FRANCISCO**

13 THE PEOPLE OF THE STATE OF
14 CALIFORNIA,

15 Plaintiff,

16 v.

17 T-Mobile USA, Inc.,

18 Defendant.

Case No.

[PROPOSED] FINAL JUDGMENT

19
20
21 Plaintiff, the People of the State of California (hereinafter, Plaintiff or People),
22 represented by Rob Bonta, Attorney General of the State of California, by Daniel Osborn,
23 Deputy Attorney General; and by Michael Elisofon, Supervising Deputy Attorney General;
24 and defendant T-Mobile USA, Inc., a corporation, appearing through its attorneys Wilmer
25 Cutler Pickering Hale and Dorr LLP, by Christopher T. Casamassima, having stipulated and
26 consented to the Court’s entry of this Final Judgment (“Judgment”) in this proceeding and
27 accepting this Judgment as the final adjudication of this civil action without taking proof and
28 without trial, without this Judgment constituting evidence of or an admission by Defendant
regarding any issue of law or fact alleged in the Complaint, without Defendant admitting any

1 liability, and with all parties having waived their right to appeal.

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

3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

4
5 **PARTIES**

6 1. Plaintiff is the People of the State of California.

7 2. Defendant is T-Mobile USA, Inc., a corporation, and its respective brands, its
8 subsidiaries, and its successors and assigns (collectively, “Carriers,” and individually a “Carrier”).

9
10 **JURISDICTION AND VENUE**

11 3. Defendant, at all relevant times, has transacted business in the State of California,
12 including but not limited to business in the County of San Francisco.

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

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

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

19
20 **BACKGROUND**

21 7. This Judgment follows an investigation by the Attorneys General of the States of
22 Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of
23 Columbia, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine,
24 Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska,
25 Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma,
26 Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah,
27 Vermont, Virginia, Washington, West Virginia, Wisconsin (collectively, the “Participating
28 States”) and communications between the Attorneys General and Carriers and TracFone Wireless,
Inc., Cellco Partnership, d/b/a Verizon Wireless, and AT&T Mobility, LLC and Cricket Wireless,

1 LLC (collectively the “Wireless Companies” and individually a “Wireless Company”). The
2 investigation related to the advertising, marketing, and sales practices of the Wireless Companies
3 and considered whether these advertising, marketing, and sales practices comply with the
4 consumer protection and trade practice statutes and regulations, including the statutes listed in
5 footnote two below¹ and/or the regulations promulgated pursuant to the same (collectively,
6 “Consumer Statutes”). The advertising, marketing, and sales practices include, the following: (i)
7 offering consumers wireless devices for free or at a reduced rate or no extra cost, (ii) offering to
8 pay consumers’ costs or fees if they switch carriers, (iii) offering wireless products or services at
9 a reduced rate, whether in comparison to their own goods or services or those of third parties, (iv)
10 offering to lease wireless devices, and (v) offering unlimited data on wireless devices (collectively,
11 the “Covered Activities”). Simultaneous with the entering of this Judgment, the Participating
12 States are entering into an Assurance of Voluntary Compliance with each of the other Wireless
13 Companies on the same terms of this Judgment with the exception of the amount of the payment
14 required pursuant to Paragraph 35.

15 8. The Attorneys General allege that the Wireless Companies have advertised some
16 of their wireless products and services in various media, including print, television, and online,
17

18 ¹ See generally, N.Y. EXEC. LAW § 63(12); N.Y. GEN. BUS. LAW §§ 349-50; TENN. CODE ANN. §§ 47-18- 104;
19 ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS 505/1, *et seq.*; N.C.G.S. § 75-1.1;
20 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.
21 BUS. & COM. CODE ANN. §§ 17.41 through 17.63; RCW 19.86.020; ALASKA STAT. § 45.50.471; ALA. CODE § 8-19-
22 1 *et seq.*; ARKANSAS CODE ANNOTATED § 4-88-107(A); ARIZ. REV. STAT. §§ 44-1521 TO 1534; CAL. BUS. & PROF.
23 CODE § 17200 *et seq.*, § 17500 *et seq.*; C.R.S. § 6-1-101 *et seq.*; C.R.S. § 6-1-105(1); CONN. GEN. STAT. § 42-110b
24 (a); D.C. CODE 28-3904; 6 DEL. C. § 2513; O.C.G.A. § 10-1-390 *et seq.*; HAW. REV. STAT. CHPTS. 480 AND 481A;
25 IOWA CODE § 714.16; 61 IOWA ADMIN CODE 38.1; IDAHO CONSUMER PROTECTION ACT, TITLE 48, CHAPTER 6, IDAHO
26 CODE; IND. CODE § 24-5-0.5-0.1, *et seq.*; K.S.A. § 50-623 *et seq.*; KENTUCKY REVISED STATUTES 367.170; UNFAIR
27 TRADE PRACTICES AND CONSUMER PROTECTION LAW, LA. R.S. §§ 51:1401 *et seq.*; M.G.L. c. 93A, SECS 2 & 4.; MD.
28 CODE ANN., COM. LAW §§ 13-101 through 13-501; 5 M.R.S.A. § 205-A ET SEQ; MICH. COMP. LAWS § 445.903; MICH.
COMP. LAWS § 445.901 *et seq.*; MINN. STAT. §§ 325D.44; 325F.69, SUBD. 1; §407.020 RSMO; MISSISSIPPI CONSUMER
PROTECTION ACT, MS CODE ANN. §75-24-1 *et seq.*; MONT. CODE ANN. § 30-14-103; 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.*; SOUTH CAROLINA CODE §
39-5-10 *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 W. VA. CODE §§ 46A-1-101, *et seq.*

1 without clearly and conspicuously disclosing all of the material terms and conditions of their offers
2 and, in some cases, failing to disclose or misrepresenting the material terms and conditions of their
3 offers.

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

11
12 **A. APPLICATION**

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

15
16 **B. DEFINITIONS**

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

18 11. **“Clearly and Conspicuously”** means that a disclosure is made in such size, color,
19 contrast, location, duration, and/or audibility that it is readily noticeable, readable, understandable,
20 and capable of being heard. A disclosure may not contradict or be inconsistent with any other
21 information with which it is presented. If a disclosure modifies, explains or clarifies other
22 information with which it is presented, then the disclosure must be presented in proximity to the
23 information it modifies, explains, or clarifies, in a manner that is readily noticeable, readable, and
24 understandable, and not obscured in any manner. In addition:

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

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

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

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

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

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

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

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

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

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

22
23
24 **C. ADVERTISING DISCLOSURES**

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

27 a. Shall not use any statements or illustrations in any advertisements or
28 representations to consumers related to Covered Activities that misrepresent or create a

1 false impression of any material facts regarding the nature, quality, and/or characteristics
2 of their own or any competitor’s wireless devices or services;

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

14
15 **D. USE OF THE TERM UNLIMITED**

16 20. The Carriers shall not expressly or by implication make any representation about
17 the speed of the mobile data offered in an Unlimited Mobile Data Plan, without disclosing, Clearly
18 and Conspicuously, and in close proximity to the representation, all Material Restrictions imposed
19 by the Wireless Company. For purposes of this paragraph and its subsections, “close proximity”
20 means on the same print page, webpage, online service page, or other electronic page, and
21 proximate to the triggering representation, and not accessed or displayed through hyperlinks, pop-
22 ups, interstitials, or other means that can be avoided by consumers.

23 a. For purposes of this paragraph, and with respect to representations regarding Unlimited
24 Mobile Data Plans:

25 i. For a general representation that mobile data is unlimited without
26 advertising a specific data plan, the Wireless Company must disclose Clearly and
27 Conspicuously and in close proximity to the triggering representation that restrictions on
28 the speed of mobile data, to the extent applicable, may apply.

1 service, the Carrier shall not increase the cost to purchase or lease the other device or service for
2 the purpose of recouping all or part of the cost of the “free” device or service.

3
4 **H. PHONE LEASES**

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

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

10
11 **I. PRICE AND SAVINGS CLAIMS**

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

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

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

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

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

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

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

7
8 **J. WIRELESS COMPANY APPOINTED COMPLAINT REPRESENTATIVE**

9 32. In order to facilitate the efficient resolution of ordinary customer complaints
10 received by an Attorney General each Carrier will designate a representative to work directly with
11 Plaintiff to address such complaints related to the Covered Activities of this Judgment and provide
12 that representative's contact information to Plaintiff. In the event that there is a change to the
13 designated representative for a Carrier, such Carrier shall use its best efforts to provide the new
14 representative's contact information to Plaintiff within 20 business days of such change. A Carrier
15 shall respond, within a reasonable time, to all customer complaints received by the Wireless
16 Company directly from Plaintiff, with respect to the matters set forth in this Judgment.

1 **K. TRAINING**

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

5 34. Each of the Carriers will be responsible for training their staff who are responsible
6 for the creation of advertising related to the subject matter covered by the terms of this Judgment.
7

8 **L. PAYMENT TO THE PARTICIPATING STATES**

9 35. The Carriers shall pay to the Attorneys General for the Participating States a total
10 of \$4,089,654.00 as divided per instructions from the Attorneys General, and paid directly to each
11 signatory Attorney General. For purposes of this Judgment, the Carriers shall pay \$399,303.76 to
12 the California Attorney General. Said payment shall be made pursuant to Business and Professions
13 Code section 17206 and shall be used by the California Attorney General for the enforcement of
14 consumer protection laws. Within thirty (30) days of the Effective Date, the California Attorney
15 General shall provide each Carrier with written payment instructions identifying for the California
16 Attorney General the official payee, the particular payment amount and any other information
17 necessary to effectuate payment of the amounts due and owing under this Section. Within sixty
18 (60) days of receiving the California Attorney General’s written payment instructions, each Carrier
19 shall tender payment of the amounts due and owing under this paragraph and in accordance with
20 the written payment instructions provided by the California Attorney General. In no event shall
21 any portion of this payment be characterized as a fine, civil penalty or forfeiture by any Wireless
22 Company to the State of California or to any Participating State.
23

24 **M. RELEASE**

25 36. The California Attorney General acknowledges that upon receipt of full payment
26 under Paragraph 35, this Judgment constitutes a complete settlement and release by the California
27 Attorney General of all civil claims, civil causes of action, damages, fines, costs, and penalties that
28 were asserted or could have been asserted by the California Attorney General, on or prior to the
Effective Date of this Judgment against the Carriers based on the Covered Activities, as well as

1 any advertisements or representations that: (i) a consumer may purchase services with no finance
2 charges and/or no down payments (including advertising involving claims that services may be
3 purchased with “0% down,” “0% interest,” or “0% APR); and (ii) a consumer does not need to
4 sign a contract in order to obtain a service (including advertising involving “uncontract” plans or
5 services with “no contract,” “no annual contract,” or “no annual service contract”), pursuant to the
6 Consumer Statutes set forth in footnote one of this Judgment and the regulations promulgated
7 pursuant to such Consumer Statutes.

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

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

13 b. State or federal antitrust violations;

14 c. State or federal securities violations;

15 d. State or federal tax claims;

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

22 f. Any civil or administrative liability that any person and/or entity, including
23 the Carriers, have or may have to California not covered by the release in Paragraph 36.
24

25 **N. GENERAL PROVISIONS**

26 38. The Carriers shall not individually or collectively participate, directly or indirectly,
27 in any activity or form a separate entity or corporation for the purpose of engaging in acts or
28 practices in whole or in part in the State of California that are prohibited by this Judgment or for
any other purpose that would otherwise circumvent any term of this Judgment. No Carrier shall

1 cause, knowingly permit, or encourage any other person or entity acting on its behalf to engage in
2 practices from which it is prohibited by this Judgment.

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

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

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

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

28 43. It is the intent of the parties that to the extent that any changes in a Carrier's
business, advertising materials, and/or advertising practices are made to achieve or facilitate

1 conformance to the terms of this Judgment, such changes shall not constitute any form of evidence
2 or an admission by such Carrier, explicit or implicit, of wrongdoing or failure to comply with any
3 state, federal or local law, regulation or ordinance, or the common law.

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

6 45. This Judgment shall be governed by the laws of the State of California and is subject
7 to court approval. By stipulating to the entry of this Judgment, the Carriers and the California
8 Attorney General agree to all such court approvals, provided that there are no modifications to the
9 terms of this Judgment without the express written consent of each Carrier and the California
10 Attorney General. This Judgment does not constitute an admission by any Carrier of the State of
11 California's jurisdiction over it other than with respect to this Judgment, and does not alter the
12 State of California's jurisdiction over it.

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

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

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

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

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

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

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

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

18 54. This Judgment shall not be construed against the "drafter" because both the Carriers
19 and the California Attorney General participated in the drafting of this Judgment.

20 55. If any clause, provision or section of this Judgment shall, for any reason, be held
21 illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any
22 other clause, provision or section of this Judgment, and this Judgment shall be construed and
23 enforced as if such illegal, invalid or unenforceable clause, section or provision had not been
24 contained herein.

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

27 57. If the California Attorney General determines that a Carrier has failed to comply
28 with any of the terms of this Judgment, and if in the California Attorney General's sole discretion
the failure to comply does not threaten the health, safety, or welfare of the citizens of the State of

1 California, the California Attorney General will notify the Carrier in writing of such failure to
2 comply and such Wireless Company shall then have fifteen (15) business days from receipt of
3 such written notice to provide a good faith written response to the Attorney General's
4 determination. The response shall include an affidavit containing, at a minimum, either:

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

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

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

9 or

10 (ii) A statement that the alleged violation cannot be reasonably
11 addressed within fifteen (15) business days from receipt of the notice, but (1) the
12 Carrier has begun to take corrective action to cure the alleged violation; (2) the
13 Carrier is pursuing such corrective action with reasonable due diligence; and (3)
14 the Carrier has provided the Attorney General with a detailed and reasonable time
15 table for curing the alleged violation.

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

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

22 58. In the event that any statute or regulation pertaining to the subject matter of this
23 Judgment is modified, enacted, promulgated or interpreted by the Federal government or any
24 Federal agency, such as the FCC, and a court of competent jurisdiction holds that such statute or
25 regulation is in conflict with any provision of this Judgment, and such that a Carrier cannot comply
26 with both the statute or regulation and the provision of this Judgment, the Carriers may comply
27 with such statute or regulation, and such action shall constitute compliance with the counterpart
28 provision of this Judgment. The Carrier shall provide advance written notice to Plaintiff of the
statute or regulation with which the Carrier intends to comply under this paragraph, and of the

1 counterpart provision of this Judgment that is in conflict with the statute or regulation, and shall
2 include a copy of or citation to the court’s holding. While Plaintiff shall give such notice good
3 faith consideration, in the event Plaintiff disagrees with the Carrier’s interpretation of the conflict,
4 Plaintiff reserves the right to pursue any remedy or sanction that may be available regarding
5 compliance with this Judgment.

6 59. In the event that any statute or regulation pertaining to the subject matter of this
7 Judgment is modified, enacted, promulgated or interpreted by the State of California such that the
8 statute or regulation is in conflict with any provision of this Judgment and such that a Carrier
9 cannot comply with both the statute or regulation and the provision of this Judgment, the Carrier
10 may comply with such statute or regulation in the State of California, and such action shall
11 constitute compliance with the counterpart provision of this Judgment. The Carrier shall provide
12 advance written notice to the California Attorney General of the statute or regulation with which
13 the Carrier intends to comply under this paragraph, and of the counterpart provision of this
14 Judgment that is in conflict with the statute or regulation. While Plaintiff shall give such notice
15 good faith consideration, in the event Plaintiff disagrees with the Wireless Company’s
16 interpretation of the conflict, Plaintiff reserves the right to pursue any remedy or sanction that may
17 be available regarding compliance with this Judgment.

18 60. To seek a modification of this Judgment for any reason other than that provided for
19 in paragraphs 58-59 of this Judgment which would make the Judgment difficult to comply with or
20 obsolete, the Wireless Company(s) shall send a written request for modification to Plaintiff.
21 Plaintiff shall give such petition good faith consideration.

22 61. Paragraphs 20-21 (use of the term unlimited), 23 (switcher offers), 32 (Wireless
23 Company appointed complaint representative), and 33 and 34 (training) of this Judgment will
24 expire on the 5th anniversary of the Effective Date.

25
26 **O. OTHER TERMS**

27 62. Any notices or other documents required to be sent to the Parties pursuant to this
28 Judgment shall be sent to the following addresses via first class and electronic mail, unless a different
address is specified in writing by the party changing such address:

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For the Attorney General:
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For T-Mobile USA, Inc.:
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DATED this _____ day of _____, 2024.

JUDGE OF THE SUPERIOR COURT