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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 CELLCO PARTNERSHIP, D/B/A VERIZON  
18 WIRELESS; TRACFONE WIRELESS, INC.,

19 Defendants.

Case No.

**[PROPOSED] FINAL JUDGMENT**

20  
21  
22 Plaintiff, the People of the State of California (hereinafter, Plaintiff or People), represented  
23 by Rob Bonta, Attorney General of the State of California, by Daniel Osborn, Deputy Attorney  
24 General; and by Michael Elisofon, Supervising Deputy Attorney General; and defendants Cellco  
25 Partnership, d/b/a Verizon Wireless, a corporation, and TracFone Wireless, Inc., a corporation,  
26 appearing through their attorneys Morgan Lewis & Bockius LLP, by Brianna R. Howard, having  
27 stipulated and consented to the Court’s entry of this Final Judgment (“Judgment”) in this proceeding  
28 and accepting this Judgment as the final adjudication of this civil action without taking proof and  
without trial, without this Judgment constituting evidence of or an admission by Defendant regarding

1 any issue of law or fact alleged in the Complaint, without Defendant admitting any liability, and  
2 with all parties having waived their right to appeal.

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

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:  
5

6 **PARTIES**

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

8 2. Defendants are Cellco Partnership, d/b/a Verizon Wireless, a corporation, and  
9 TracFone Wireless, Inc., a corporation, and their respective brands, their subsidiaries, and their  
10 successors and assigns (collectively, “Carriers,” and individually a “Carrier”).  
11

12 **JURISDICTION AND VENUE**

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

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

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

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

22 **BACKGROUND**

23 7. This Judgment follows an investigation by the Attorneys General of the States of  
24 Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, District of Columbia,  
25 Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland,  
26 Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New  
27 Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio,  
28 Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Utah, Vermont,  
Virginia, Washington, Wisconsin and Wyoming (collectively, the “Participating States”) and

1 communications between the Attorneys General and Carriers and AT&T Mobility, LLC, Cricket  
2 Wireless LLC, and T-Mobile USA, Inc. (collectively the “Wireless Companies” and individually  
3 a “Wireless Company.”). The investigation related to the advertising, marketing, and sales  
4 practices of the Wireless Companies and considered whether these advertising, marketing, and  
5 sales practices comply with the consumer protection and trade practice statutes and regulations,  
6 including the statutes listed in footnote one below<sup>1</sup> and/or the regulations promulgated pursuant to  
7 the same (collectively, “Consumer Statutes”). The advertising, marketing, and sales practices  
8 include, the following: (i) offering consumers wireless devices for free or at a reduced rate or no  
9 extra cost, (ii) offering to pay consumers’ costs or fees if they switch carriers, (iii) offering wireless  
10 products or services at a reduced rate, whether in comparison to their own goods or services or  
11 those of third parties, (iv) offering to lease wireless devices, and (v) offering unlimited data on  
12 wireless devices (collectively, the “Covered Activities”). Simultaneous with the entering of this  
13 Judgment, the Participating States are entering into an Assurance of Voluntary Compliance with  
14 each of the other Wireless Companies on the same terms of this Judgment with the exception of  
15 the amount of the payment required pursuant to Paragraph 35.

16  
17  
18 <sup>1</sup> 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); D.C. CODE 28-3904; 6 DEL. C.  
24 § 2513; O.C.G.A. § 10-1-390 *et seq.*; HAW. REV. STAT. CHPTS. 480 AND 481A; IOWA CODE § 714.16; 61 IOWA ADMIN  
25 CODE 38.1; IDAHO CONSUMER PROTECTION ACT, TITLE 48, CHAPTER 6, IDAHO CODE; IND. CODE § 24-5-0.5-0.1, *et*  
26 *seq.*; K.S.A. § 50-623 *et seq.*; KENTUCKY REVISED STATUTES 367.170; UNFAIR TRADE PRACTICES AND CONSUMER  
27 PROTECTION LAW, LA. R.S. §§ 51:1401 *et seq.*; M.G.L. c. 93A, SECS 2 & 4.; MD. CODE ANN., COM. LAW §§ 13-101  
28 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; 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 Conspicuously and in close proximity to the triggering representation that restrictions on  
2 the speed of mobile data, to the extent applicable, may apply.

3 ii. For a representation that a specific mobile data plan is unlimited the  
4 Wireless Company must disclose Clearly and Conspicuously and in close proximity to the  
5 triggering representation the specific type of restriction and the amount of data usage, if  
6 any, triggering the restriction.

7  
8 The requirements of Paragraph 20(a) shall not apply to the use of the term “unlimited” in  
9 a generic manner that is not related to the amount or speed of data in an Unlimited Mobile Data  
10 Plan.

11 b. A Space-Constrained Advertisement may comply with this paragraph by disclosing,  
12 Clearly and Conspicuously and in close proximity to at least one prominent representation of the  
13 triggering term in the advertisement, the type of restriction and the amount of data usage or other  
14 factor, if any, triggering the restriction. The Carriers bear the burden of showing that there is a  
15 Space Constraint to making a required disclosure that is Clear and Conspicuous and in Close  
16 Proximity to the triggering term.

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

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

25  
26 **E. NETWORK MANAGEMENT PRACTICES**

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

1  
2 **F. SWITCHER OFFERS**

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

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

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

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

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

16 The Carriers shall, in connection with any offer described in paragraph 23 above, use reasonable  
17 efforts to ensure that consumers receive payment, credit or reimbursement of any costs that the  
18 Carrier has offered to pay no later than sixty (60) days after the consumer has met all requirements  
19 to receive the payment, credit or reimbursement.  
20

21 **G. FREE AND SIMILAR OFFERS**

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

26 25. Where receipt of the devices or services advertised as “free” requires that the  
27 consumer purchase or lease another device or service, or pay other fees, such as activation or  
28 shipping and processing, in order to receive the “free” devices or services, the Carriers shall  
Clearly and Conspicuously disclose these requirements in the advertisement. Further, where



1 receipt of a “free” device or service is contingent on the purchase or lease of another device or  
2 service, the Carrier shall not increase the cost to purchase or lease the other device or service for  
3 the purpose of recouping all or part of the cost of the “free” device or service.

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 **I. PRICE AND SAVINGS CLAIMS**

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

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

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

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

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



1 Code section 17206 and shall be used by the California Attorney General for the enforcement of  
2 consumer protection laws. Within thirty (30) days of the Effective Date, the California Attorney  
3 General shall provide each Carrier with written payment instructions identifying for the California  
4 Attorney General the official payee, the particular payment amount and any other information  
5 necessary to effectuate payment of the amounts due and owing under this Section. Within sixty  
6 (60) days of receiving the California Attorney General's written payment instructions, each Carrier  
7 shall tender payment of the amounts due and owing under this paragraph and in accordance with  
8 the written payment instructions provided by the California Attorney General. In no event shall  
9 any portion of this payment be characterized as a fine, civil penalty or forfeiture by any Wireless  
10 Company to the State of California or to any Participating State.

11  
12 **M. RELEASE**

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

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

- 23 a. Any criminal liability that any person or entity, including Carriers, have or  
24 may have to California;
- 25 b. State or federal antitrust violations;
- 26 c. State or federal securities violations;
- 27 d. State or federal tax claims;
- 28 e. Any civil claims related to violations of California's Internet Consumer  
Protection and Net Neutrality Act (California Civil Code sections 3100-3104) occurring or

1 ongoing on or after March 25, 2021. Notwithstanding any time limitations contained in  
2 this subparagraph, nothing in this Judgment shall be construed as finding, or as evidence,  
3 that Carriers' acts or practices complied or failed to comply with California Civil Code  
4 sections 3100-3104 at any point prior to the date of entry of this Judgment; and

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

7 **N. GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21           or

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

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

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

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

20           59.       In the event that any statute or regulation pertaining to the subject matter of this  
21 Judgment is modified, enacted, promulgated or interpreted by the State of California such that the  
22 statute or regulation is in conflict with any provision of this Judgment and such that a Carrier  
23 cannot comply with both the statute or regulation and the provision of this Judgment, the Carrier  
24 may comply with such statute or regulation in the State of California, and such action shall  
25 constitute compliance with the counterpart provision of this Judgment. The Carrier shall provide  
26 advance written notice to the California Attorney General of the statute or regulation with which  
27 the Carrier intends to comply under this paragraph, and of the counterpart provision of this  
28 Judgment that is in conflict with the statute or regulation. While Plaintiff shall give such notice  
good faith consideration, in the event Plaintiff disagrees with the Wireless Company's



1 interpretation of the conflict, Plaintiff reserves the right to pursue any remedy or sanction that may  
2 be available regarding compliance with this Judgment.

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

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

10  
11 **O. OTHER TERMS**

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

15  
16 For the Attorney General:

17 Michael Elisofon  
18 California Attorney General's Office  
19 Consumer Protection Section  
20 1515 Clay Street, 20<sup>th</sup> Floor  
Oakland, CA 94612  
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21 Daniel Osborn  
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1 For Cellco Partnership, d/b/a Verizon Wireless and TracFone Wireless, Inc.:

2 Andrea K. Short  
3 Chief Litigation Counsel  
4 Vice President & Deputy General Counsel  
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9 Brianna R. Howard  
10 California Bar No. 314642  
11 Morgan, Lewis & Bockius LLP  
12 300 South Grand Avenue, 22nd Floor  
13 Los Angeles, CA 90071-3132  
14 213.612.7427  
15 brianna.howard@morganlewis.com

16 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

17 \_\_\_\_\_  
18 JUDGE OF THE SUPERIOR COURT  
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