

**ATTORNEY GENERAL OF THE STATE OF NEW YORK
CONSUMER FRAUDS AND PROTECTION BUREAU**

In the Matter of

Assurance No. 23-057

**Investigation by LETITIA JAMES,
Attorney General of the State of New York, of**

**Cellco Partnership d/b/a Verizon Wireless, and
TracFone Wireless, Inc.,**

Respondents.

ASSURANCE OF DISCONTINUANCE

1. This Assurance of Discontinuance (“Assurance”) is entered into by the Attorneys General (collectively, “Attorneys General”)¹ of the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, District of Columbia, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, Wisconsin and Wyoming (collectively, the “Participating States”); and TracFone Wireless, Inc., Cellco Partnership, d/b/a Verizon Wireless, their respective brands, their subsidiaries, and their successors and assigns (collectively, the “Undersigned Wireless Companies” and individually an “Undersigned Wireless Company”).

BACKGROUND

2. This Assurance follows an investigation by the Attorneys General and communications between the Attorneys General and the Undersigned Wireless Companies and AT&T Mobility, LLC, Cricket Wireless, LLC, and T-Mobile USA, Inc. (collectively the “Wireless Companies” and individually a “Wireless Company”). The investigation related to the advertising, marketing, and sales practices of the Wireless Companies and considered whether these advertising, marketing, and sales practices comply with the consumer protection and trade practice statutes and

¹ For ease of reference, this entire group will be referred to collectively herein as the “Attorneys General” or individually as “Attorney General.” Such designations, as they pertain to Hawaii, shall refer to the Executive Director of the State of Hawaii Office of Consumer Protection. Such designations, as they pertain to Maryland, shall refer to the Consumer Protection Division of the Office of the Attorney General of Maryland, which has authority to enter into this Assurance pursuant to Md. Code Ann., Com. Law § 13-402. Such designations, as they pertain to Utah, shall refer to the Division of Consumer Protection of the Utah Department of Commerce.

regulations, including the statutes listed in footnote two below² and/or the regulations promulgated pursuant to the same (collectively, “Consumer Statutes”). The advertising, marketing, and sales practices include, the following: (i) offering consumers wireless devices for free or at a reduced rate or no extra cost, (ii) offering to pay consumers’ costs or fees if they switch carriers, (iii) offering wireless products or services at a reduced rate, whether in comparison to their own goods or services or those of third parties, (iv) offering to lease wireless devices, and (v) offering unlimited data on wireless devices (collectively, the “Covered Activities”). Simultaneous with the execution of this Assurance, the Participating States are entering into an Assurance of Voluntary Compliance with each of the other Wireless Companies on the same terms of this Assurance with the exception of the amount of the payment required pursuant to Paragraph 30.

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

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

A. APPLICATION

5. The provisions of this Assurance shall apply to each Undersigned Wireless Company and their merged or acquired entities, with respect to the Covered Activities.

² See generally, N.Y. EXEC. LAW § 63(12); N.Y. GEN. BUS. LAW §§ 349-50; TENN. CODE ANN. §§ 47-18- 104; ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS 505/1, *et seq.*; N.C.G.S. § 75-1.1; 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. BUS. & COM. CODE ANN. §§ 17.41 through 17.63; RCW 19.86.020; ALASKA STAT. § 45.50.471; ALA. CODE § 8-19-1 *et seq.*; ARKANSAS CODE ANNOTATED § 4-88-107(A); ARIZ. REV. STAT. §§ 44-1521 TO 1534; CAL. BUS. & PROF. 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. § 2513; O.C.G.A. § 10-1-390 *et seq.*; HAW. REV. STAT. CHPTS. 480 AND 481A; IOWA CODE § 714.16; 61 IOWA ADMIN CODE 38.1; IDAHO CONSUMER PROTECTION ACT, TITLE 48, CHAPTER 6, IDAHO CODE; IND. CODE § 24-5-0.5-0.1, *et seq.*; K.S.A. § 50-623 *et seq.*; KENTUCKY REVISED STATUTES 367.170; UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW, LA. R.S. §§ 51:1401 *et seq.*; M.G.L. C. 93A, SECS 2 & 4.; MD. 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.67, and 325F.69; 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; WIS. STAT. §§ 100.18(1), 100.20, and 100.207; and WYO. STAT. ANN. § 40-12-101 through -114.

B. DEFINITIONS

For purposes of this Assurance, the following definitions shall apply:

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

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

b. A text message, television, or internet disclosure must be of a type size, 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

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

7. **“Effective Date”** means May 9, 2024, the date which this Assurance shall be effective, but only so long as it has been signed by an authorized representative of each Undersigned Wireless Company and by authorized representatives of every Participating State, unless such condition expressly has been waived in whole or in part by the Undersigned Wireless Companies.

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

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

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

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

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

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

C. ADVERTISING DISCLOSURES

14. The Undersigned Wireless Companies shall make all advertisements or representations to consumers truthful, accurate and non-misleading. In this regard, the Undersigned Wireless Companies:

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

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

D. USE OF THE TERM UNLIMITED

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

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

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

ii. For a representation that a specific mobile data plan is unlimited the Wireless Company must disclose Clearly and Conspicuously and in close proximity to the

triggering representation the specific type of restriction and the amount of data usage, if any, triggering the restriction.

The requirements of Paragraph 15(a) shall not apply to the use of the term “unlimited” in a generic manner that is not related to the amount or speed of data in an Unlimited Mobile Data Plan.

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

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

16. The Undersigned Wireless Companies shall not represent, expressly or by implication, that the mobile data in a Capped Mobile Data Plan is unlimited.

E. NETWORK MANAGEMENT PRACTICES

17. In addition to complying with the terms of this Assurance, the Undersigned Wireless Companies shall also comply with the Federal Communication Commission’s Transparency Rule 8.1, as such rule may be amended from time to time.

F. SWITCHER OFFERS

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

a. The nature or types of fees and/or other amounts that an Undersigned Wireless Company will pay, credit or reimburse the consumer, and whether the Undersigned Wireless Company will pay the amounts directly to the consumer or to a third party.

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

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

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

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

G. FREE AND SIMILAR OFFERS

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

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

H. PHONE LEASES

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

22. The Undersigned Wireless Companies shall comply with Regulation M, 12 CFR Part 213, as such rule may be amended from time to time.

I. PRICE AND SAVINGS CLAIMS

23. Any savings claims made by an Undersigned Wireless Company in its advertising, whether the savings are based on a comparison to such Undersigned Wireless Company’s own goods or services or those involving third parties, shall be truthful, accurate, and non-misleading.

24. The Undersigned Wireless Companies shall have a reasonable basis for all savings claims made in their advertising, whether the savings are based on a comparison to an Undersigned Wireless Company’s own goods or services or those involving third parties.

25. If an Undersigned Wireless Company makes a comparative pricing or savings claim, the claim shall either be based on a comparison of comparable goods or services, or any material differences between the goods or services being compared shall be Clearly and Conspicuously disclosed.

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

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

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

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

J. WIRELESS COMPANY APPOINTED COMPLAINT REPRESENTATIVE

27. In order to facilitate the efficient resolution of ordinary customer complaints received by an Attorney General each Undersigned Wireless Company will designate a representative to work directly with any of the Participating States to address such complaints related to the Covered Activities of this Assurance and provide that representative's contact information to all Participating States. In the event that there is a change to the designated representative for a Undersigned Wireless Company, such Undersigned Wireless Company shall use its best efforts to provide the new representative's contact information to the Participating States within 20 business days of such change. An Undersigned Wireless Company shall respond, within a reasonable time, to all customer complaints received by the Wireless Company directly from a Participating State, with respect to the matters set forth in this Assurance.

K. TRAINING

28. An Undersigned Wireless Company shall train its customer service representatives who speak with consumers about promotions, offers, or advertisements regarding the Covered Activities to comply with the provisions herein and must implement and enforce a program designed to ensure compliance.

29. Each of the Undersigned Wireless Companies will be responsible for training their staff who are responsible for the creation of advertising related to the subject matter covered by the terms of this Assurance.

L. PAYMENT TO THE PARTICIPATING STATES

30. The Undersigned Wireless Companies shall pay to the Attorneys General a total of \$4,089,654 as divided per instructions from the Attorneys General, and paid directly to each signatory Attorney General. For purposes of this Assurance, the Undersigned Wireless Companies shall pay \$281,248.48 to the State of New York. Said payment shall be used by the Attorneys General for such lawful purposes that may include attorneys' fees and other costs of investigation and litigation, or may be placed in, or applied to, consumer protection law enforcement funds, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, may be used to defray the costs of the inquiry leading hereto, the monitoring and potential enforcement of this Assurance, or consumer restitution. Within thirty (30) days of the Effective Date, the Attorneys General shall provide each Undersigned Wireless Company with written payment instructions identifying for each Attorney General the official payee, the particular payment amount and any other information necessary to effectuate payment of the amounts due and owing under this Section. Within sixty (60) days of receiving an Attorney General's written payment instructions, each Undersigned Wireless Company shall tender payment of the amounts due and owing under this paragraph and in accordance with the written payment instructions provided by the respective Attorney General. In no event shall any portion of this payment be characterized as a fine, civil penalty or forfeiture by any Wireless Company to any Participating State.

M. RELEASE

31. The Attorneys General acknowledge that upon receipt of full payment under Paragraph 30, this Assurance constitutes a complete settlement and release by the Participating States of all civil claims, civil causes of action, damages, fines, costs, and penalties that were asserted or could have been asserted by the Attorneys General, either individually or collectively, on or prior to the Effective Date of this Assurance against the Undersigned Wireless Companies based on the Covered Activities, pursuant to the Consumer Statutes set forth in footnote two of this Assurance and the regulations promulgated pursuant to such Consumer Statutes.

32. Notwithstanding any term of this Assurance, specifically reserved and excluded from the release in Paragraph 31 as to any entity or person, including each Undersigned Wireless Company, are any and all of the following:

- a. Any criminal liability that any person or entity, including Wireless Company, has or may have to the State of New York;
- b. State or federal antitrust violations;
- c. State or federal securities violations;
- d. State or federal tax claims; and
- e. Any civil or administrative liability that any person and/or entity, including the Undersigned Wireless Company, has or may have to the State of New York not covered by the release in Paragraph 31.

N. GENERAL PROVISIONS

33. The Undersigned Wireless Companies shall not individually or collectively participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part in the Participating States that are prohibited by this Assurance or for any other purpose that would otherwise circumvent any term of this Assurance. No Undersigned Wireless Company shall cause, knowingly permit, or encourage any other person or entity acting on its behalf to engage in practices from which it is prohibited by this Assurance.

34. The parties understand and agree that this is a compromise settlement of disputed issues and that the consideration for this Assurance shall not be deemed or construed as: (a) an admission of the truth or falsity of any claims or allegations heretofore made or any potential claims; (b) an admission by the Undersigned Wireless Company that it has violated or breached any law, statute, regulation, term, provision, covenant or obligation of any agreement; or (c) an acknowledgement or admission by any of the parties of any duty, obligation, fault or liability whatsoever to any other party or to any third party. This Assurance does not constitute a finding of law or fact, or any evidence supporting any such finding, by any court or agency that the Undersigned Wireless Company has engaged in any act or practice declared unlawful by any laws, rules, or regulations of any state. The Undersigned Wireless Company denies any liability or violation of law and enters into this Assurance without any admission of liability. It is the intent of the parties that this Assurance shall not be used as evidence or precedent in any action or proceeding, except an action to enforce this Assurance.

35. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee or transferee of an Undersigned Wireless Company. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Assurance without prior written consent of the Participating States.

36. If an Attorney General determines that an Undersigned Wireless Company made any material misrepresentation or omission relevant to the resolution of this investigation, the Attorney General retains the right to seek modification of this Assurance with respect to such Wireless Company.

37. This Assurance is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Nothing in this Assurance, including this Paragraph, shall be construed to limit or to restrict any Undersigned Wireless Company's right to use this Assurance to assert and maintain the defenses of res judicata, collateral estoppel, payment, compromise and settlement, accord and satisfaction, or any other legal or equitable defense in any pending or future legal or administrative action or proceeding.

38. It is the intent of the parties that to the extent that any changes in an Undersigned Wireless Company's business, advertising materials, and/or advertising practices are made to achieve or facilitate conformance to the terms of this Assurance, such changes shall not constitute any form of evidence or an admission by such Undersigned Wireless Company, explicit or implicit, of wrongdoing or failure to comply with any state, federal or local law, regulation or ordinance, or the common law.

39. Nothing in this Assurance shall be construed to create, waive, or limit any private right of action.

40. This Assurance shall be governed by the laws of the Participating States and is subject to court approval in those Participating States whose procedures require court approval. By entering into this Assurance, the Undersigned Wireless Companies and the Attorneys General agree to all such court approvals, provided that there are no modifications to the terms of this Assurance without the express written consent of each Undersigned Wireless Company and the Attorneys General. This Assurance does not constitute an admission by any Undersigned Wireless Company of any Participating State's jurisdiction over it other than with respect to this Assurance, and does not alter any Participating State's jurisdiction over it.

41. With respect to advertising or marketing which has been submitted for broadcast or publication or used prior to the Effective Date of this Assurance, the Undersigned Wireless Companies shall not be liable under this Assurance for their non-compliance with the terms and conditions of this Assurance, to the extent that the Undersigned Wireless Companies take reasonable steps to recall such advertising or marketing if possible. Notwithstanding this paragraph, Undersigned Wireless Companies shall fully comply with the terms of this Assurance beginning 60 days following the Effective Date.

42. This Assurance contains the entire agreement between the Undersigned Wireless Companies and the Attorneys General. Except as otherwise provided herein, this Assurance shall be modified as to any Participating State and/or Undersigned Wireless Company only by a written instrument signed by or on behalf of the Attorney General of that Participating State and signed by or on behalf of the Undersigned Wireless Company. The Undersigned Wireless Companies understand that in some Participating States court approval of any modification will be necessary. The Undersigned Wireless Companies and the Attorneys General for such Participating States agree to use their best efforts to obtain such court approval.

43. Neither an Undersigned Wireless Company nor anyone acting on its behalf shall state or imply or cause to be stated or implied that a Participating State, an Attorney General, or any governmental unit of a Participating State has approved, sanctioned, or authorized any practice, act, advertising material, or conduct of the Undersigned Wireless Company.

44. Nothing in this Assurance shall relieve an Undersigned Wireless Company of other obligations imposed by any applicable state or federal law or regulation or other applicable law, nor shall any of the provisions of this Assurance be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

45. Any failure by a Participating State to insist upon the strict performance by an Undersigned Wireless Company of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the Participating State, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Undersigned Wireless Company.

46. Nothing in this Assurance shall be construed as a waiver of or limitation on any Undersigned Wireless Company's right to defend itself from or to make agreements in any private

individual or class action, state, or federal claim, suit or proceeding relating to the existence, subject matter or terms of this Assurance.

47. Neither this Assurance nor anything herein shall be construed or used as a waiver, limitation or bar on any defense otherwise available to the Undersigned Wireless Companies, or on any Undersigned Wireless Companies' right to defend itself from or make arguments in any pending or future legal or administrative action, proceeding, local or federal claim or suit, including without limitation, private individual or class action claims or suits, relating to any Wireless Companies' conduct prior to the execution of this Assurance, or to the existence, subject matter, or terms of this Assurance.

48. The titles and headers to each section of this Assurance are for convenience purposes only and are not intended by any Undersigned Wireless Company or the Attorneys General to lend meaning to the actual terms of this Assurance.

49. This Assurance shall not be construed against the "drafter" because both the Undersigned Wireless Companies and the Attorneys General participated in the drafting of this Assurance.

50. If any clause, provision or section of this Assurance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance, and this Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or provision had not been contained herein.

51. The Participating States represent that they will seek enforcement of the provisions of this Assurance with due regard for fairness.

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

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

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

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

(ii) A statement that the alleged violation cannot be reasonably addressed within fifteen (15) business days from receipt of the notice, but (1) the Undersigned Wireless Company has begun to take corrective action to cure the alleged violation; (2) the Undersigned Wireless Company is pursuing such

corrective action with reasonable due diligence; and (3) the Undersigned Wireless Company has provided the Attorney General with a detailed and reasonable timetable for curing the alleged violation.

c. Nothing herein shall prevent the Attorney General from agreeing in writing to provide an Undersigned Wireless Company with additional time beyond the fifteen (15) business day period to respond to the notice.

Further, upon request, the Participating State shall agree to meet and confer, at a time and location, and manner (including teleconference) acceptable to the Participating State, with the Undersigned Wireless Company regarding the nature of the alleged violation of this Assurance.

53. In the event that any statute or regulation pertaining to the subject matter of this Assurance is modified, enacted, promulgated or interpreted by the Federal government or any Federal agency, such as the FCC, and a court of competent jurisdiction holds that such statute or regulation is in conflict with any provision of this Assurance, and such that an Undersigned Wireless Company cannot comply with both the statute or regulation and the provision of this Assurance, the Undersigned Wireless Companies may comply with such statute or regulation, and such action shall constitute compliance with the counterpart provision of this Assurance. The Undersigned Wireless Company shall provide advance written notice to the Participating States of the statute or regulation with which the Undersigned Wireless Company intends to comply under this paragraph, and of the counterpart provision of this Assurance that is in conflict with the statute or regulation, and shall include a copy of or citation to the court's holding. While the Participating States shall give such notice good faith consideration, in the event the Participating States disagree with the Undersigned Wireless Company's interpretation of the conflict, the Participating States reserve the right to pursue any remedy or sanction that may be available regarding compliance with this Assurance.

54. In the event that any statute or regulation pertaining to the subject matter of this Assurance is modified, enacted, promulgated or interpreted by a Participating State such that the statute or regulation is in conflict with any provision of this Assurance and such that an Undersigned Wireless Company cannot comply with both the statute or regulation and the provision of this Assurance, the Undersigned Wireless Company may comply with such statute or regulation in the respective Participating State, and such action shall constitute compliance with the counterpart provision of this Assurance. The Undersigned Wireless Company shall provide advance written notice to the Attorney General of the respective Participating State of the statute or regulation with which the Undersigned Wireless Company intends to comply under this paragraph, and of the counterpart provision of this Assurance that is in conflict with the statute or regulation. While the Participating States shall give such notice good faith consideration, in the event the Participating States disagree with the Wireless Company's interpretation of the conflict, the Participating States reserve the right to pursue any remedy or sanction that may be available regarding compliance with this Assurance.

55. To seek a modification of this Assurance for any reason other than that provided for in paragraphs 53-54 of this Assurance which would make the Assurance difficult to comply with or obsolete, the Wireless Company(s) shall send a written request for modification to the Participating States. The Participating States shall give such petition good faith consideration.

56. Paragraphs 15-16 (use of the term unlimited), 18 (switcher offers), 27 (Wireless Company appointed complaint representative), and 28 and 29 (training) of this Assurance will expire on the 5th anniversary of the Effective Date.

57. This Assurance may be executed in counterparts, and a .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

Date: May 9, 2024

LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By: Jane M. Azia
Jane M. Azia, Bureau Chief
Kate Matuschak, Assistant Attorney General
Noah H. Popp, Assistant Attorney General
Consumer Frauds and Protection Bureau

Date: May 1, 2024

TRACFONE WIRELESS, INC.

By: Andrea K. Short
Andrea K. Short
Chief Litigation Counsel
Senior Vice President & Deputy General Counsel

Date: May 1, 2024

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

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**ATTORNEY GENERAL OF THE STATE OF NEW YORK
CONSUMER FRAUDS AND PROTECTION BUREAU**

In the Matter of

Assurance No. 23-056

**Investigation by LETITIA JAMES,
Attorney General of the State of New York, of**

T-Mobile USA, Inc.,

Respondent.

ASSURANCE OF DISCONTINUANCE

1. This Assurance of Discontinuance (“Assurance”) is entered into by the Attorneys General (collectively, “Attorneys General”)¹ of the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin (collectively, the “Participating States”); and T-Mobile USA, Inc. its respective brands, its subsidiaries, and its successors and assigns (collectively, the “Undersigned Wireless Companies” and individually an “Undersigned Wireless Company”).

BACKGROUND

2. This Assurance follows an investigation by the Attorneys General and communications between the Attorneys General and the Undersigned Wireless Companies and TracFone Wireless, Inc., Cellco Partnership, d/b/a Verizon Wireless, and AT&T Mobility, LLC, Cricket Wireless, LLC (collectively the “Wireless Companies” and individually a “Wireless Company”). The investigation related to the advertising, marketing, and sales practices of the Wireless Companies and considered whether these advertising, marketing, and sales practices comply with the consumer protection and trade practice statutes and regulations, including the statutes listed in

¹ For ease of reference, this entire group will be referred to collectively herein as the “Attorneys General” or individually as “Attorney General.” Such designations, however, as they pertain to Connecticut, shall refer to the Attorney General, both acting on his own behalf and as authorized by the Commissioner of the Department of Consumer Protection. Such designations, as they pertain to Hawaii, shall refer to the Executive Director of the State of Hawaii Office of Consumer Protection. Such designations, as they pertain to Maryland, shall refer to the Consumer Protection Division of the Office of the Attorney General of Maryland, which has authority to enter into this Assurance pursuant to Md. Code Ann., Com. Law § 13-402. Such designations, as they pertain to Utah, shall refer to the Division of Consumer Protection of the Utah Department of Commerce.

footnote two below² and/or the regulations promulgated pursuant to the same (collectively, “Consumer Statutes”). The advertising, marketing, and sales practices include, the following: (i) offering consumers wireless devices for free or at a reduced rate or no extra cost, (ii) offering to pay consumers’ costs or fees if they switch carriers, (iii) offering wireless products or services at a reduced rate, whether in comparison to their own goods or services or those of third parties, (iv) offering to lease wireless devices, and (v) offering unlimited data on wireless devices (collectively, the “Covered Activities”). Simultaneous with the execution of this Assurance, the Participating States are entering into an Assurance of Voluntary Compliance with each of the other Wireless Companies on the same terms of this Assurance with the exception of the amount of the payment required pursuant to Paragraph 30.

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

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

A. APPLICATION

5. The provisions of this Assurance shall apply to each Undersigned Wireless Company and their merged or acquired entities, with respect to the Covered Activities.

² See generally, N.Y. EXEC. LAW § 63(12); N.Y. GEN. BUS. LAW §§ 349-50; TENN. CODE ANN. §§ 47-18- 104; ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS 505/1, *et seq.*; N.C.G.S. § 75-1.1; 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. BUS. & COM. CODE ANN. §§ 17.41 through 17.63; RCW 19.86.020; ALASKA STAT. § 45.50.471; ALA. CODE § 8-19-1 *et seq.*; ARKANSAS CODE ANNOTATED § 4-88-107(A); ARIZ. REV. STAT. §§ 44-1521 TO 1534; CAL. BUS. & PROF. 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 (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; IOWA CODE § 714.16; 61 IOWA ADMIN CODE 38.1; IDAHO CONSUMER PROTECTION ACT, TITLE 48, CHAPTER 6, IDAHO CODE; IND. CODE § 24-5-0.5-0.1, *et seq.*; K.S.A. § 50-623 *et seq.*; KENTUCKY REVISED STATUTES 367.170; UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW, LA. R.S. §§ 51:1401 *et seq.*; M.G.L. C. 93A, SECS 2 & 4.; MD. 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.67, and 325F.69; §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; WIS. STAT. §§ 100.18(1), 100.20, and 100.207; and W. VA. CODE §§ 46A-1-101, *et seq.*

B. DEFINITIONS

For purposes of this Assurance, the following definitions shall apply:

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

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

b. A text message, television, or internet disclosure must be of a type size, 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

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

7. **“Effective Date”** means May 9, 2024, the date which this Assurance shall be effective, but only so long as it has been signed by an authorized representative of each Undersigned Wireless Company and by authorized representatives of every Participating State, unless such condition expressly has been waived in whole or in part by the Undersigned Wireless Companies.

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

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

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

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

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

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

C. ADVERTISING DISCLOSURES

14. The Undersigned Wireless Companies shall make all advertisements or representations to consumers truthful, accurate and non-misleading. In this regard, the Undersigned Wireless Companies:

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

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

D. USE OF THE TERM UNLIMITED

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

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

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

ii. For a representation that a specific mobile data plan is unlimited the Wireless Company must disclose Clearly and Conspicuously and in close proximity to the

triggering representation the specific type of restriction and the amount of data usage, if any, triggering the restriction.

The requirements of Paragraph 15(a) shall not apply to the use of the term “unlimited” in a generic manner that is not related to the amount or speed of data in an Unlimited Mobile Data Plan.

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

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

16. The Undersigned Wireless Companies shall not represent, expressly or by implication, that the mobile data in a Capped Mobile Data Plan is unlimited.

E. NETWORK MANAGEMENT PRACTICES

17. In addition to complying with the terms of this Assurance, the Undersigned Wireless Companies shall also comply with the Federal Communication Commission’s Transparency Rule 8.1, as such rule may be amended from time to time.

F. SWITCHER OFFERS

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

a. The nature or types of fees and/or other amounts that an Undersigned Wireless Company will pay, credit or reimburse the consumer, and whether the Undersigned Wireless Company will pay the amounts directly to the consumer or to a third party.

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

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

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

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

G. FREE AND SIMILAR OFFERS

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

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

H. PHONE LEASES

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

22. The Undersigned Wireless Companies shall comply with Regulation M, 12 CFR Part 213, as such rule may be amended from time to time.

I. PRICE AND SAVINGS CLAIMS

23. Any savings claims made by an Undersigned Wireless Company in its advertising, whether the savings are based on a comparison to such Undersigned Wireless Company’s own goods or services or those involving third parties, shall be truthful, accurate, and non-misleading.

24. The Undersigned Wireless Companies shall have a reasonable basis for all savings claims made in their advertising, whether the savings are based on a comparison to an Undersigned Wireless Company’s own goods or services or those involving third parties.

25. If an Undersigned Wireless Company makes a comparative pricing or savings claim, the claim shall either be based on a comparison of comparable goods or services, or any material differences between the goods or services being compared shall be Clearly and Conspicuously disclosed.

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

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

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

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

J. WIRELESS COMPANY APPOINTED COMPLAINT REPRESENTATIVE

27. In order to facilitate the efficient resolution of ordinary customer complaints received by an Attorney General each Undersigned Wireless Company will designate a representative to work directly with any of the Participating States to address such complaints related to the Covered Activities of this Assurance and provide that representative's contact information to all Participating States. In the event that there is a change to the designated representative for a Undersigned Wireless Company, such Undersigned Wireless Company shall use its best efforts to provide the new representative's contact information to the Participating States within 20 business days of such change. An Undersigned Wireless Company shall respond, within a reasonable time, to all customer complaints received by the Wireless Company directly from a Participating State, with respect to the matters set forth in this Assurance.

K. TRAINING

28. An Undersigned Wireless Company shall train its customer service representatives who speak with consumers about promotions, offers, or advertisements regarding the Covered Activities to comply with the provisions herein and must implement and enforce a program designed to ensure compliance.

29. Each of the Undersigned Wireless Companies will be responsible for training their staff who are responsible for the creation of advertising related to the subject matter covered by the terms of this Assurance.

L. PAYMENT TO THE PARTICIPATING STATES

30. The Undersigned Wireless Companies shall pay to the Attorneys General a total of \$4,089,654.00 as divided per instructions from the Attorneys General, and paid directly to each signatory Attorney General. For purposes of this Assurance, the Undersigned Wireless Companies shall pay \$175,405.69 to the State of New York. Said payment shall be used by the Attorneys General for such lawful purposes that may include attorneys' fees and other costs of investigation and litigation, or may be placed in, or applied to, consumer protection law enforcement funds, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, may be used to defray the costs of the inquiry leading hereto, the monitoring and potential enforcement of this Assurance, or consumer restitution. Within thirty (30) days of the Effective Date, the Attorneys General shall provide each Undersigned Wireless Company with written payment instructions identifying for each Attorney General the official payee, the particular payment amount and any other information necessary to effectuate payment of the amounts due and owing under this Section. Within sixty (60) days of receiving an Attorney General's written payment instructions, each Undersigned Wireless Company shall tender payment of the amounts due and owing under this paragraph and in accordance with the written payment instructions provided by the respective Attorney General. In no event shall any portion of this payment be characterized as a fine, civil penalty or forfeiture by any Wireless Company to any Participating State.

M. RELEASE

31. The Attorneys General acknowledge that upon receipt of full payment under Paragraph 30, this Assurance constitutes a complete settlement and release by the Participating States of all civil claims, civil causes of action, damages, fines, costs, and penalties that were asserted or could have been asserted by the Attorneys General, either individually or collectively, on or prior to the Effective Date of this Assurance against the Undersigned Wireless Companies based on the Covered Activities, as well as any advertisements or representations that: (i) a consumer may purchase services with no finance charges and/or no down payments (including advertising involving claims that services may be purchased with "0% down," "0% interest," or "0% APR"); and (ii) a consumer does not need to sign a contract in order to obtain a service (including advertising involving "uncontract" plans or services with "no contract," "no annual contract," or "no annual service contact"), pursuant to the Consumer Statutes set forth in footnote two of this Assurance and the regulations promulgated pursuant to such Consumer Statutes.

32. Notwithstanding any term of this Assurance, specifically reserved and excluded from the release in Paragraph 31 as to any entity or person, including each Undersigned Wireless Company, are any and all of the following:

- a. Any criminal liability that any person or entity, including Wireless Company, has or may have to the State of New York;
- b. State or federal antitrust violations;
- c. State or federal securities violations;
- d. State or federal tax claims; and

e. Any civil or administrative liability that any person and/or entity, including the Undersigned Wireless Company, has or may have to the State of New York not covered by the release in Paragraph 31.

N. GENERAL PROVISIONS

33. The Undersigned Wireless Companies shall not individually or collectively participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part in the Participating States that are prohibited by this Assurance or for any other purpose that would otherwise circumvent any term of this Assurance. No Undersigned Wireless Company shall cause, knowingly permit, or encourage any other person or entity acting on its behalf to engage in practices from which it is prohibited by this Assurance.

34. The parties understand and agree that this is a compromise settlement of disputed issues and that the consideration for this Assurance shall not be deemed or construed as: (a) an admission of the truth or falsity of any claims or allegations heretofore made or any potential claims; (b) an admission by the Undersigned Wireless Company that it has violated or breached any law, statute, regulation, term, provision, covenant or obligation of any agreement; or (c) an acknowledgement or admission by any of the parties of any duty, obligation, fault or liability whatsoever to any other party or to any third party. This Assurance does not constitute a finding of law or fact, or any evidence supporting any such finding, by any court or agency that the Undersigned Wireless Company has engaged in any act or practice declared unlawful by any laws, rules, or regulations of any state. The Undersigned Wireless Company denies any liability or violation of law and enters into this Assurance without any admission of liability. It is the intent of the parties that this Assurance shall not be used as evidence or precedent in any action or proceeding, except an action to enforce this Assurance.

35. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee or transferee of an Undersigned Wireless Company. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Assurance without prior written consent of the Participating States.

36. If an Attorney General determines that an Undersigned Wireless Company made any material misrepresentation or omission relevant to the resolution of this investigation, the Attorney General retains the right to seek modification of this Assurance with respect to such Wireless Company.

37. This Assurance is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Nothing in this Assurance, including this Paragraph, shall be construed to limit or to restrict any Undersigned Wireless Company's right to use this Assurance to assert and maintain the defenses of res judicata, collateral estoppel, payment, compromise and settlement, accord and satisfaction, or any other legal or equitable defense in any pending or future legal or administrative action or proceeding.

38. It is the intent of the parties that to the extent that any changes in an Undersigned Wireless Company's business, advertising materials, and/or advertising practices are made to achieve or

facilitate conformance to the terms of this Assurance, such changes shall not constitute any form of evidence or an admission by such Undersigned Wireless Company, explicit or implicit, of wrongdoing or failure to comply with any state, federal or local law, regulation or ordinance, or the common law.

39. Nothing in this Assurance shall be construed to create, waive, or limit any private right of action.

40. This Assurance shall be governed by the laws of the Participating States and is subject to court approval in those Participating States whose procedures require court approval. By entering into this Assurance, the Undersigned Wireless Companies and the Attorneys General agree to all such court approvals, provided that there are no modifications to the terms of this Assurance without the express written consent of each Undersigned Wireless Company and the Attorneys General. This Assurance does not constitute an admission by any Undersigned Wireless Company of any Participating State's jurisdiction over it other than with respect to this Assurance, and does not alter any Participating State's jurisdiction over it.

41. With respect to advertising or marketing which has been submitted for broadcast or publication or used prior to the Effective Date of this Assurance, the Undersigned Wireless Companies shall not be liable under this Assurance for their non-compliance with the terms and conditions of this Assurance, to the extent that the Undersigned Wireless Companies take reasonable steps to recall such advertising or marketing if possible. Notwithstanding this paragraph, Undersigned Wireless Companies shall fully comply with the terms of this Assurance beginning 60 days following the Effective Date.

42. This Assurance contains the entire agreement between the Undersigned Wireless Companies and the Attorneys General. Except as otherwise provided herein, this Assurance shall be modified as to any Participating State and/or Undersigned Wireless Company only by a written instrument signed by or on behalf of the Attorney General of that Participating State and signed by or on behalf of the Undersigned Wireless Company. The Undersigned Wireless Companies understand that in some Participating States court approval of any modification will be necessary. The Undersigned Wireless Companies and the Attorneys General for such Participating States agree to use their best efforts to obtain such court approval.

43. Neither an Undersigned Wireless Company nor anyone acting on its behalf shall state or imply or cause to be stated or implied that a Participating State, an Attorney General, or any governmental unit of a Participating State has approved, sanctioned, or authorized any practice, act, advertising material, or conduct of the Undersigned Wireless Company.

44. Nothing in this Assurance shall relieve an Undersigned Wireless Company of other obligations imposed by any applicable state or federal law or regulation or other applicable law, nor shall any of the provisions of this Assurance be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

45. Any failure by a Participating State to insist upon the strict performance by an Undersigned Wireless Company of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the Participating State, notwithstanding that failure, shall have the

right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Undersigned Wireless Company.

46. Nothing in this Assurance shall be construed as a waiver of or limitation on any Undersigned Wireless Company's right to defend itself from or to make agreements in any private individual or class action, state, or federal claim, suit or proceeding relating to the existence, subject matter or terms of this Assurance.

47. Neither this Assurance nor anything herein shall be construed or used as a waiver, limitation or bar on any defense otherwise available to the Undersigned Wireless Companies, or on any Undersigned Wireless Companies' right to defend itself from or make arguments in any pending or future legal or administrative action, proceeding, local or federal claim or suit, including without limitation, private individual or class action claims or suits, relating to any Wireless Companies' conduct prior to the execution of this Assurance, or to the existence, subject matter, or terms of this Assurance.

48. The titles and headers to each section of this Assurance are for convenience purposes only and are not intended by any Undersigned Wireless Company or the Attorneys General to lend meaning to the actual terms of this Assurance.

49. This Assurance shall not be construed against the "drafter" because both the Undersigned Wireless Companies and the Attorneys General participated in the drafting of this Assurance.

50. If any clause, provision or section of this Assurance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance, and this Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or provision had not been contained herein.

51. The Participating States represent that they will seek enforcement of the provisions of this Assurance with due regard for fairness.

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

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

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

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

or

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

c. Nothing herein shall prevent the Attorney General from agreeing in writing to provide an Undersigned Wireless Company with additional time beyond the fifteen (15) business day period to respond to the notice.

Further, upon request, the Participating State shall agree to meet and confer, at a time and location, and manner (including teleconference) acceptable to the Participating State, with the Undersigned Wireless Company regarding the nature of the alleged violation of this Assurance.

53. In the event that any statute or regulation pertaining to the subject matter of this Assurance is modified, enacted, promulgated or interpreted by the Federal government or any Federal agency, such as the FCC, and a court of competent jurisdiction holds that such statute or regulation is in conflict with any provision of this Assurance, and such that an Undersigned Wireless Company cannot comply with both the statute or regulation and the provision of this Assurance, the Undersigned Wireless Companies may comply with such statute or regulation, and such action shall constitute compliance with the counterpart provision of this Assurance. The Undersigned Wireless Company shall provide advance written notice to the Participating States of the statute or regulation with which the Undersigned Wireless Company intends to comply under this paragraph, and of the counterpart provision of this Assurance that is in conflict with the statute or regulation, and shall include a copy of or citation to the court's holding. While the Participating States shall give such notice good faith consideration, in the event the Participating States disagree with the Undersigned Wireless Company's interpretation of the conflict, the Participating States reserve the right to pursue any remedy or sanction that may be available regarding compliance with this Assurance.

54. In the event that any statute or regulation pertaining to the subject matter of this Assurance is modified, enacted, promulgated or interpreted by a Participating State such that the statute or regulation is in conflict with any provision of this Assurance and such that an Undersigned Wireless Company cannot comply with both the statute or regulation and the provision of this Assurance, the Undersigned Wireless Company may comply with such statute or regulation in the respective Participating State, and such action shall constitute compliance with the counterpart provision of this Assurance. The Undersigned Wireless Company shall provide advance written notice to the Attorney General of the respective Participating State of the statute or regulation with which the Undersigned Wireless Company intends to comply under this paragraph, and of the counterpart provision of this Assurance that is in conflict with the statute or regulation. While the Participating States shall give such notice good faith consideration, in the event the Participating States disagree with the Wireless Company's interpretation of the conflict, the Participating States reserve the right to pursue any remedy or sanction that may be available regarding compliance with this Assurance.

55. To seek a modification of this Assurance for any reason other than that provided for in paragraphs 53-54 of this Assurance which would make the Assurance difficult to comply with or obsolete, the Wireless Company(s) shall send a written request for modification to the Participating States. The Participating States shall give such petition good faith consideration.

56. Paragraphs 15-16 (use of the term unlimited), 18 (switcher offers), 27 (Wireless Company appointed complaint representative), and 28 and 29 (training) of this Assurance will expire on the 5th anniversary of the Effective Date.

57. This Assurance may be executed in counterparts, and a .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

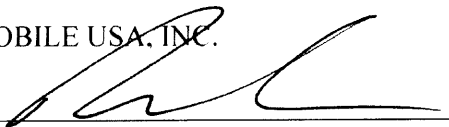
Date: May 9, 2024

LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By: Jane M. Azia
Jane M. Azia, Bureau Chief
Kate Matuschak, Assistant Attorney General
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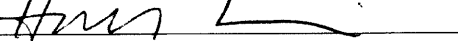
Date: 4/28/24

T-MOBILE USA, INC.

By: 
Russell Wuehler
VP, Legal Affairs

Date: 4-30-24

NATIONAL COUNSEL FOR
T-MOBILE USA, INC.

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**ATTORNEY GENERAL OF THE STATE OF NEW YORK
CONSUMER FRAUDS AND PROTECTION BUREAU**

In the Matter of

Assurance No. 23-055

**Investigation by LETITIA JAMES,
Attorney General of the State of New York, of**

**AT&T Mobility, LLC, and
Cricket Wireless, LLC,**

Respondents.

ASSURANCE OF DISCONTINUANCE

1. This Assurance of Discontinuance (“Assurance”) is entered into by the Attorneys General (collectively, “Attorneys General”)¹ of the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, District of Columbia, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, Wisconsin and Wyoming (collectively, the “Participating States”); and AT&T Mobility, LLC, Cricket Wireless, LLC, their respective brands, their subsidiaries, and their successors and assigns (collectively, the “Undersigned Wireless Companies” and individually an “Undersigned Wireless Company”).

BACKGROUND

2. This Assurance follows an investigation by the Attorneys General and communications between the Attorneys General and the Undersigned Wireless Companies and TracFone Wireless, Inc., Cellco Partnership, d/b/a Verizon Wireless, and T-Mobile USA, Inc. (collectively the “Wireless Companies” and individually a “Wireless Company”). The investigation related to the advertising, marketing, and sales practices of the Wireless Companies and considered whether these advertising, marketing, and sales practices comply with the consumer protection and trade

¹ For ease of reference, this entire group will be referred to collectively herein as the “Attorneys General” or individually as “Attorney General.” Such designations, as they pertain to Hawaii, shall refer to the Executive Director of the State of Hawaii Office of Consumer Protection. Such designations, as they pertain to Maryland, shall refer to the Consumer Protection Division of the Office of the Attorney General of Maryland, which has authority to enter into this Assurance pursuant to Md. Code Ann., Com. Law § 13-402. Such designations, as they pertain to Utah, shall refer to the Division of Consumer Protection of the Utah Department of Commerce.

practice statutes and regulations, including the statutes listed in footnote two below² and/or the regulations promulgated pursuant to the same (collectively, “Consumer Statutes”). The advertising, marketing, and sales practices include, the following: (i) offering consumers wireless devices for free or at a reduced rate or no extra cost, (ii) offering to pay consumers’ costs or fees if they switch carriers, (iii) offering wireless products or services at a reduced rate, whether in comparison to their own goods or services or those of third parties, (iv) offering to lease wireless devices, and (v) offering unlimited data on wireless devices (collectively, the “Covered Activities”). Simultaneous with the execution of this Assurance, the Participating States are entering into an Assurance of Voluntary Compliance with each of the other Wireless Companies on the same terms of this Assurance with the exception of the amount of the payment required pursuant to Paragraph 30.

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

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

² See generally, N.Y. EXEC. LAW § 63(12); N.Y. GEN. BUS. LAW §§ 349-50; TENN. CODE ANN. §§ 47-18- 104; ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS 505/1, *et seq.*; N.C.G.S. § 75-1.1; 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. BUS. & COM. CODE ANN. §§ 17.41 through 17.63; RCW 19.86.020; ALASKA STAT. § 45.50.471; ALA. CODE § 8-19-1 *et seq.*; ARKANSAS CODE ANNOTATED § 4-88-107(A); ARIZ. REV. STAT. §§ 44-1521 TO 1534; CAL. BUS. & PROF. 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. § 2513; O.C.G.A. § 10-1-390 *et seq.*; HAW. REV. STAT. CHPTS. 480 AND 481A; IOWA CODE § 714.16; 61 IOWA ADMIN CODE 38.1; IDAHO CONSUMER PROTECTION ACT, TITLE 48, CHAPTER 6, IDAHO CODE; IND. CODE § 24-5-0.5-0.1, *et seq.*; K.S.A. § 50-623 *et seq.*; KENTUCKY REVISED STATUTES 367.170; UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW, LA. R.S. §§ 51:1401 *et seq.*; M.G.L. C. 93A, SECS 2 & 4.; MD. 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.67, and 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; WIS. STAT. §§ 100.18(1), 100.20, and 100.207; and WYO. STAT. ANN. § 40-12-101 through -114.

A. APPLICATION

5. The provisions of this Assurance shall apply to each Undersigned Wireless Company and their merged or acquired entities, with respect to the Covered Activities.

B. DEFINITIONS

For purposes of this Assurance, the following definitions shall apply:

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

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

b. A text message, television, or internet disclosure must be of a type size, 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

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

7. **“Effective Date”** means May 9, 2024, the date which this Assurance shall be effective, but only so long as it has been signed by an authorized representative of each Undersigned Wireless Company and by authorized representatives of every Participating State, unless such condition expressly has been waived in whole or in part by the Undersigned Wireless Companies.

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

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

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

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

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

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

C. ADVERTISING DISCLOSURES

14. The Undersigned Wireless Companies shall make all advertisements or representations to consumers truthful, accurate and non-misleading. In this regard, the Undersigned Wireless Companies:

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

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

D. USE OF THE TERM UNLIMITED

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

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

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

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

The requirements of Paragraph 15(a) shall not apply to the use of the term “unlimited” in a generic manner that is not related to the amount or speed of data in an Unlimited Mobile Data Plan.

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

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

16. The Undersigned Wireless Companies shall not represent, expressly or by implication, that the mobile data in a Capped Mobile Data Plan is unlimited.

E. NETWORK MANAGEMENT PRACTICES

17. In addition to complying with the terms of this Assurance, the Undersigned Wireless Companies shall also comply with the Federal Communication Commission’s Transparency Rule 8.1, as such rule may be amended from time to time.

F. SWITCHER OFFERS

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

a. The nature or types of fees and/or other amounts that an Undersigned Wireless Company will pay, credit or reimburse the consumer, and whether the Undersigned Wireless Company will pay the amounts directly to the consumer or to a third party.

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

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

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

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

G. FREE AND SIMILAR OFFERS

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

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

H. PHONE LEASES

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

22. The Undersigned Wireless Companies shall comply with Regulation M, 12 CFR Part 213, as such rule may be amended from time to time.

I. PRICE AND SAVINGS CLAIMS

23. Any savings claims made by an Undersigned Wireless Company in its advertising, whether the savings are based on a comparison to such Undersigned Wireless Company’s own goods or services or those involving third parties, shall be truthful, accurate, and non-misleading.

24. The Undersigned Wireless Companies shall have a reasonable basis for all savings claims made in their advertising, whether the savings are based on a comparison to an Undersigned Wireless Company’s own goods or services or those involving third parties.

25. If an Undersigned Wireless Company makes a comparative pricing or savings claim, the claim shall either be based on a comparison of comparable goods or services, or any material differences between the goods or services being compared shall be Clearly and Conspicuously disclosed.

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

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

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

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

J. WIRELESS COMPANY APPOINTED COMPLAINT REPRESENTATIVE

27. In order to facilitate the efficient resolution of ordinary customer complaints received by an Attorney General each Undersigned Wireless Company will designate a representative to work directly with any of the Participating States to address such complaints related to the Covered Activities of this Assurance and provide that representative's contact information to all Participating States. In the event that there is a change to the designated representative for a Undersigned Wireless Company, such Undersigned Wireless Company shall use its best efforts to provide the new representative's contact information to the Participating States within 20 business days of such change. An Undersigned Wireless Company shall respond, within a reasonable time, to all customer complaints received by the Wireless Company directly from a Participating State, with respect to the matters set forth in this Assurance.

K. TRAINING

28. An Undersigned Wireless Company shall train its customer service representatives who speak with consumers about promotions, offers, or advertisements regarding the Covered Activities to comply with the provisions herein and must implement and enforce a program designed to ensure compliance.

29. Each of the Undersigned Wireless Companies will be responsible for training their staff who are responsible for the creation of advertising related to the subject matter covered by the terms of this Assurance.

L. PAYMENT TO THE PARTICIPATING STATES

30. The Undersigned Wireless Companies shall pay to the Attorneys General a total of \$2,044,827.45 as divided per instructions from the Attorneys General, and paid directly to each signatory Attorney General. For purposes of this Assurance, the Undersigned Wireless Companies shall pay \$64,696.75 to the State of New York. Said payment shall be used by the Attorneys General for such lawful purposes that may include attorneys' fees and other costs of investigation and litigation, or may be placed in, or applied to, consumer protection law enforcement funds, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, may be used to defray the costs of the inquiry leading hereto, the monitoring and potential enforcement of this Assurance, or consumer restitution. Within thirty (30) days of the Effective Date, the Attorneys General shall provide each Undersigned Wireless Company with written payment instructions identifying for each Attorney General the official payee, the particular payment amount and any other information necessary to effectuate payment of the amounts due and owing under this Section. Within sixty (60) days of receiving an Attorney General's written payment instructions, each Undersigned Wireless Company shall tender payment of the amounts due and owing under this paragraph and in accordance with the written payment instructions provided by the respective Attorney General. In no event shall any portion of this payment be characterized as a fine, civil penalty or forfeiture by any Wireless Company to any Participating State.

M. RELEASE

31. The Attorneys General acknowledge that upon receipt of full payment under Paragraph 30, this Assurance constitutes a complete settlement and release by the Participating States of all civil claims, civil causes of action, damages, fines, costs, and penalties that were asserted or could have been asserted by the Attorneys General, either individually or collectively, on or prior to the Effective Date of this Assurance against the Undersigned Wireless Companies based on the Covered Activities, pursuant to the Consumer Statutes set forth in footnote two of this Assurance and the regulations promulgated pursuant to such Consumer Statutes.

32. Notwithstanding any term of this Assurance, specifically reserved and excluded from the release in Paragraph 31 as to any entity or person, including each Undersigned Wireless Company, are any and all of the following:

- a. Any criminal liability that any person or entity, including Wireless Company, has or may have to the State of New York;
- b. State or federal antitrust violations;
- c. State or federal securities violations;
- d. State or federal tax claims; and
- e. Any civil or administrative liability that any person and/or entity, including the Undersigned Wireless Company, has or may have to the State of New York not covered by the release in Paragraph 31.

N. GENERAL PROVISIONS

33. The Undersigned Wireless Companies shall not individually or collectively participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part in the Participating States that are prohibited by this Assurance or for any other purpose that would otherwise circumvent any term of this Assurance. No Undersigned Wireless Company shall cause, knowingly permit, or encourage any other person or entity acting on its behalf to engage in practices from which it is prohibited by this Assurance.

34. The parties understand and agree that this is a compromise settlement of disputed issues and that the consideration for this Assurance shall not be deemed or construed as: (a) an admission of the truth or falsity of any claims or allegations heretofore made or any potential claims; (b) an admission by the Undersigned Wireless Company that it has violated or breached any law, statute, regulation, term, provision, covenant or obligation of any agreement; or (c) an acknowledgement or admission by any of the parties of any duty, obligation, fault or liability whatsoever to any other party or to any third party. This Assurance does not constitute a finding of law or fact, or any evidence supporting any such finding, by any court or agency that the Undersigned Wireless Company has engaged in any act or practice declared unlawful by any laws, rules, or regulations of any state. The Undersigned Wireless Company denies any liability or violation of law and enters into this Assurance without any admission of liability. It is the intent of the parties that this Assurance shall not be used as evidence or precedent in any action or proceeding, except an action to enforce this Assurance.

35. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee or transferee of an Undersigned Wireless Company. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Assurance without prior written consent of the Participating States.

36. If an Attorney General determines that an Undersigned Wireless Company made any material misrepresentation or omission relevant to the resolution of this investigation, the Attorney General retains the right to seek modification of this Assurance with respect to such Wireless Company.

37. This Assurance is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Nothing in this Assurance, including this Paragraph, shall be construed to limit or to restrict any Undersigned Wireless Company's right to use this Assurance to assert and maintain the defenses of res judicata, collateral estoppel, payment, compromise and settlement, accord and satisfaction, or any other legal or equitable defense in any pending or future legal or administrative action or proceeding.

38. It is the intent of the parties that to the extent that any changes in an Undersigned Wireless Company's business, advertising materials, and/or advertising practices are made to achieve or facilitate conformance to the terms of this Assurance, such changes shall not constitute any form of evidence or an admission by such Undersigned Wireless Company, explicit or implicit, of wrongdoing or failure to comply with any state, federal or local law, regulation or ordinance, or the common law.

39. Nothing in this Assurance shall be construed to create, waive, or limit any private right of action.

40. This Assurance shall be governed by the laws of the Participating States and is subject to court approval in those Participating States whose procedures require court approval. By entering into this Assurance, the Undersigned Wireless Companies and the Attorneys General agree to all such court approvals, provided that there are no modifications to the terms of this Assurance without the express written consent of each Undersigned Wireless Company and the Attorneys General. This Assurance does not constitute an admission by any Undersigned Wireless Company of any Participating State's jurisdiction over it other than with respect to this Assurance, and does not alter any Participating State's jurisdiction over it.

41. With respect to advertising or marketing which has been submitted for broadcast or publication or used prior to the Effective Date of this Assurance, the Undersigned Wireless Companies shall not be liable under this Assurance for their non-compliance with the terms and conditions of this Assurance, to the extent that the Undersigned Wireless Companies take reasonable steps to recall such advertising or marketing if possible. Notwithstanding this paragraph, Undersigned Wireless Companies shall fully comply with the terms of this Assurance beginning 60 days following the Effective Date.

42. This Assurance contains the entire agreement between the Undersigned Wireless Companies and the Attorneys General. Except as otherwise provided herein, this Assurance shall be modified as to any Participating State and/or Undersigned Wireless Company only by a written instrument signed by or on behalf of the Attorney General of that Participating State and signed by or on behalf of the Undersigned Wireless Company. The Undersigned Wireless Companies understand that in some Participating States court approval of any modification will be necessary. The Undersigned Wireless Companies and the Attorneys General for such Participating States agree to use their best efforts to obtain such court approval.

43. Neither an Undersigned Wireless Company nor anyone acting on its behalf shall state or imply or cause to be stated or implied that a Participating State, an Attorney General, or any governmental unit of a Participating State has approved, sanctioned, or authorized any practice, act, advertising material, or conduct of the Undersigned Wireless Company.

44. Nothing in this Assurance shall relieve an Undersigned Wireless Company of other obligations imposed by any applicable state or federal law or regulation or other applicable law, nor shall any of the provisions of this Assurance be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

45. Any failure by a Participating State to insist upon the strict performance by an Undersigned Wireless Company of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the Participating State, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Undersigned Wireless Company.

46. Nothing in this Assurance shall be construed as a waiver of or limitation on any Undersigned Wireless Company's right to defend itself from or to make agreements in any private

individual or class action, state, or federal claim, suit or proceeding relating to the existence, subject matter or terms of this Assurance.

47. Neither this Assurance nor anything herein shall be construed or used as a waiver, limitation or bar on any defense otherwise available to the Undersigned Wireless Companies, or on any Undersigned Wireless Companies' right to defend itself from or make arguments in any pending or future legal or administrative action, proceeding, local or federal claim or suit, including without limitation, private individual or class action claims or suits, relating to any Wireless Companies' conduct prior to the execution of this Assurance, or to the existence, subject matter, or terms of this Assurance.

48. The titles and headers to each section of this Assurance are for convenience purposes only and are not intended by any Undersigned Wireless Company or the Attorneys General to lend meaning to the actual terms of this Assurance.

49. This Assurance shall not be construed against the "drafter" because both the Undersigned Wireless Companies and the Attorneys General participated in the drafting of this Assurance.

50. If any clause, provision or section of this Assurance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance, and this Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or provision had not been contained herein.

51. The Participating States represent that they will seek enforcement of the provisions of this Assurance with due regard for fairness.

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

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

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

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

(ii) A statement that the alleged violation cannot be reasonably addressed within fifteen (15) business days from receipt of the notice, but (1) the Undersigned Wireless Company has begun to take corrective action to cure the alleged violation; (2) the Undersigned Wireless Company is pursuing such

corrective action with reasonable due diligence; and (3) the Undersigned Wireless Company has provided the Attorney General with a detailed and reasonable timetable for curing the alleged violation.

c. Nothing herein shall prevent the Attorney General from agreeing in writing to provide an Undersigned Wireless Company with additional time beyond the fifteen (15) business day period to respond to the notice.

Further, upon request, the Participating State shall agree to meet and confer, at a time and location, and manner (including teleconference) acceptable to the Participating State, with the Undersigned Wireless Company regarding the nature of the alleged violation of this Assurance.

53. In the event that any statute or regulation pertaining to the subject matter of this Assurance is modified, enacted, promulgated or interpreted by the Federal government or any Federal agency, such as the FCC, and a court of competent jurisdiction holds that such statute or regulation is in conflict with any provision of this Assurance, and such that an Undersigned Wireless Company cannot comply with both the statute or regulation and the provision of this Assurance, the Undersigned Wireless Companies may comply with such statute or regulation, and such action shall constitute compliance with the counterpart provision of this Assurance. The Undersigned Wireless Company shall provide advance written notice to the Participating States of the statute or regulation with which the Undersigned Wireless Company intends to comply under this paragraph, and of the counterpart provision of this Assurance that is in conflict with the statute or regulation, and shall include a copy of or citation to the court's holding. While the Participating States shall give such notice good faith consideration, in the event the Participating States disagree with the Undersigned Wireless Company's interpretation of the conflict, the Participating States reserve the right to pursue any remedy or sanction that may be available regarding compliance with this Assurance.

54. In the event that any statute or regulation pertaining to the subject matter of this Assurance is modified, enacted, promulgated or interpreted by a Participating State such that the statute or regulation is in conflict with any provision of this Assurance and such that an Undersigned Wireless Company cannot comply with both the statute or regulation and the provision of this Assurance, the Undersigned Wireless Company may comply with such statute or regulation in the respective Participating State, and such action shall constitute compliance with the counterpart provision of this Assurance. The Undersigned Wireless Company shall provide advance written notice to the Attorney General of the respective Participating State of the statute or regulation with which the Undersigned Wireless Company intends to comply under this paragraph, and of the counterpart provision of this Assurance that is in conflict with the statute or regulation. While the Participating States shall give such notice good faith consideration, in the event the Participating States disagree with the Wireless Company's interpretation of the conflict, the Participating States reserve the right to pursue any remedy or sanction that may be available regarding compliance with this Assurance.

55. To seek a modification of this Assurance for any reason other than that provided for in paragraphs 53-54 of this Assurance which would make the Assurance difficult to comply with or obsolete, the Wireless Company(s) shall send a written request for modification to the Participating States. The Participating States shall give such petition good faith consideration.

56. Paragraphs 15-16 (use of the term unlimited), 18 (switcher offers), 27 (Wireless Company appointed complaint representative), and 28 and 29 (training) of this Assurance will expire on the 5th anniversary of the Effective Date.

57. This Assurance may be executed in counterparts, and a .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

Date: 5/9/2024

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Date: 5/6/2024

AT&T MOBILITY, LLC

By: /s/ Jenifer L. Robertson
AT&T Mobility Corporation, its Manager
Jenifer L. Robertson
President and Chief Executive Officer

Date: 5/6/2024

CRICKET WIRELESS, LLC

By: /s/ Jenifer L. Robertson
AT&T Mobility Corporation, its Manager
Jenifer L. Robertson
President and Chief Executive Officer

Date: 5/6/2024

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