ATTORNEY GENERAL OF THE STATE OF NEW YORK
BUREAU OF INTERNET & TECHNOLOGY

In the Matter of

Assurance No. 26-069

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

T-MOBILE USA, INC.,

Respondent.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York ("OAG") commenced an investigation pursuant to Executive Law § 63(12) and General Business Law ("GBL") § 899-zzzzz into T-Mobile USA, Inc.'s ("T-Mobile") compliance with the New York Affordable Broadband Act. This Assurance of Discontinuance ("Assurance") contains the findings of the OAG's investigation and the relief agreed to by the OAG and T-Mobile, whether acting through its respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries ("Respondent," and collectively with OAG, the "Parties").

OAG's FINDINGS

1. T-Mobile is one of the three largest wireless carriers operating in New York. Its network reaches nearly all New York residents.

2. Like the other major wireless carriers operating in New York, T-Mobile offers fixed wireless internet to residents within portions of its network coverage.

3. Fixed wireless internet utilizes cellular network transmission to deliver home internet through radio signals transmitted from cellular towers to stationary receivers installed in customers' homes.

4. Fixed wireless internet can be provided over both 5G and 4G cellular technologies, but 5G signals generally provide faster internet speeds.

5. In major metropolitan areas of New York, like New York City, often more than ninety percent of homes are eligible for T-Mobile's 5G home internet.

6. Due to restricted capacity and other network factors, T-Mobile offers 5G home internet to roughly 40% of homes in rural areas of upstate New York and 4G (LTE) home internet to the remainder of homes in the regions where T-Mobile offers fixed wireless service.

7. In January of 2025, the New York Affordable Broadband Act ("ABA"), codified in New York General Business Law § 399-zzzzz, went into effect, requiring internet service providers operating in New York to offer low-cost, high speed internet to low-income households.

8. Under the ABA, most internet service providers must:

a. offer eligible customers either a basic ABA plan with a download speed of at least 25 Mbps for no more than $15 per month[1] or a high-speed plan with a download speed of at least 200 Mbps for no more than $20 per month; and

b. make all commercially reasonable efforts to promote and advertise the availability of plans available pursuant to the ABA.

[1] The ABA states that the New York Public Service Commission may grant exceptions for lower speeds where 25 Mbps is not reasonably practicable.

9. In June 2025, the New York Department of Public Service contacted the OAG and relayed concerns about certain features of the plan that T-Mobile was offering to customers eligible for reduced price internet service under the ABA.

10. The OAG's investigation revealed three areas of concern related to T-Mobile's compliance with the ABA.

11. First, customers enrolled in T-Mobile's ABA plan are subject to a monthly data cap of 50 Gigabytes. After the data cap is reached, the customer's maximum download speed is reduced from 25 Mbps to 600 Kbps.

12. Second, T-Mobile only offers ABA internet plans to customers in homes that are eligible for 5G home internet.

13. Third, the page on T-Mobile's website that provides detailed information about eligibility for and enrollment in ABA plans is coded such that it does not appear in search engine results.

14. T-Mobile did not fully comply with the New York Affordable Broadband Act.

15. T-Mobile has cooperated with the OAG's investigation.

16. Respondent neither admits nor denies the OAG's Finding in paragraph 1-14 above.

17. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of Executive Law § 63(12) and General Business Law § 399-zzzzz, based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

PROSPECTIVE RELIEF

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

a. "ABA Plan" shall mean the provision of broadband service to Eligible Consumers at the ABA Minimum Download Speed at the costs set forth in General Business Law § 399-zzzzz.

b. "ABA Minimum Download Speed" shall mean 25 megabits per second, or 200 megabits per second for an ABA Plan provided pursuant to General Business Law § 399-zzzzz(4).

c. "Eligible Consumer" shall mean a New York consumer whose household: (a) is eligible for free or reduced-priced lunch through the National School Lunch Program; or (b) is eligible for, or receiving the supplemental nutrition assistance program benefits; or (c) is eligible for, or receiving Medicaid benefits; or (d) is eligible for, or enrolled in senior citizen rent increase exemption; or (e) is eligible for, or enrolled in disability rent increase exemption; or (f) is a recipient of an affordability benefit from a utility.

GENERAL COMPLIANCE

19. Respondent shall comply with GBL § 399-zzzzz.

20. Within 120 days of the effective date of this Assurance, Respondent shall not intentionally limit the internet download speed of any customer enrolled in an ABA Plan below the ABA Minimum Download Speed. The temporary reduction of download speeds due solely to network congestion shall not constitute a violation of this Assurance.

21. Within 120 days of the effective date of this Assurance, at every address at which Respondent offers residential fixed wireless internet service it shall offer an ABA Plan to Eligible Consumers. Respondent's inability to provide a minimum download speed of 25 megabits per second to a customer enrolled in an ABA Plan due to network constraints shall not constitute a violation of this Assurance if Respondent would be unable to provide a minimum download speed of 25 megabits per second to a residential fixed wireless internet service customer enrolled in a non-ABA Plan at the same address.

22. Within 60 days of the effective date of this Assurance, Respondent shall maintain a publicly accessible webpage disclosing its ABA Plans to New York residents. With respect to New York residents, Respondent: (a) shall not include a noindex tag on the webpage, or otherwise prevent search engines from indexing the webpage or presenting a link to the webpage in response to search engine queries; and (b) shall prominently display a link to such webpage on the webpage listing or describing the home internet deals offered by T-Mobile.

23. Certification of Compliance: Within 300 days of the effective date of this Assurance, Respondent shall provide the OAG with a report certifying compliance with paragraphs 20-21 above and providing the number of New York residents enrolled in ABA Plans and the average download speeds for such customers.

24. Nothing in this Assurance obligates T-Mobile to offer residential fixed wireless internet service within New York or at any specific location within New York.

25. Nothing in this Assurance shall prohibit or otherwise limit T-Mobile from seeking relief from the ABA's requirements—including any requirements that are the subject of this Assurance—from the Public Service Commission, consistent with the terms of the ABA and the Public Service Commission's authority.

MISCELLANEOUS

Subsequent Proceedings.

26. Respondent expressly agrees and acknowledges that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 33, and agrees and acknowledges that in such event:

a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;

b. the OAG may use statements, documents or other materials produced or provided by the Respondent prior to or after the effective date of this Assurance;

c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.

d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

27. If a court of competent jurisdiction determines that the Respondent has violated the Assurance, the Respondent shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

28. This Assurance is not intended for use by any third party in any other proceeding. This Assurance is not intended, and should not be construed, as an admission of liability by Respondent.

Effects of Assurance:

29. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondent. Respondent shall include any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

30. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

31. Any failure by the OAG to insist upon the strict performance by Respondent of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, 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 Respondent.

Communications:

32. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 26-069 , and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to the Respondent, to:

Torrence E.S. Lewis
Managing Corporate Counsel, T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Torrence.Lewis99@T-Mobile.com

Office of Legal Affairs
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006

Hallie B. Levin
Wilmer Cutler Pickering Hale and Dorr LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007
hallie.levin@wilmerhale.com

If to the OAG, to:

Bureau Chief
Bureau of Internet & Technology
28 Liberty Street
New York, NY 10005

Representations and Warranties:

33. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondent and its counsel and the OAG's own factual investigation as set forth in Findings, paragraphs 1-15 above. The Respondent represents and warrants that neither it nor its counsel has made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondent or its counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

34. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the Respondent in agreeing to this Assurance.

35. The Respondent represents and warrants, through the authorized signature below, that the terms and conditions of this Assurance are duly approved.

General Principles:

36. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the Respondent violates the Assurance after its effective date.

37. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

38. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

39. Respondent acknowledges that it has entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

40. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

41. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

42. Respondent may seek a modification of this Assurance by submitting a written request setting forth the claimed basis or bases for such modification. The OAG shall respond to

any such request in writing after giving the request reasonable consideration to determine if good cause exists to make the requested modification.

43. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

44. The effective date of this Assurance shall be November 9, 2026.

LETITIA JAMES **ATTORNEY GENERAL OF THE** **STATE OF NEW YORK** By: _____ Marc Montgomery Bureau of Internet and Technology New York State Attorney General 28 Liberty St. New York, NY 10005 Phone: (212) 416-8433 Fax: (212) 416-8369 _____ Date	**T-MOBILE USA, INC.** By: _____ Mike Allen Senior Vice President of Litigation By: _____ Hallie B. Levin Wilmer Cutler Pickering Hale and Dorr LLP 7 World Trade Center 250 Greenwich Street New York, NY 10007 Phone: (212) 230-8800 Fax: (212) 230-8888 hallie.levin@wilmerhale.com 11-9-26 Date