

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

In the Matter of

Assurance No. #26-042

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

T-Mobile USA, Inc.,

Respondent.

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to New York Executive Law § 63(12) and New York General Business Law §§ 349 and 350. This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation and the relief agreed to by the OAG and T-Mobile USA, Inc, its respective brands, subsidiaries, successors, and assigns (“T-Mobile” or “Respondent”).

THE OAG’S FINDINGS

1. From approximately January 2017 through April 2019 (the “Offer Period”), T-Mobile offered, for certain T-Mobile ONE cellular plans on its 4G network (“Price Guarantee Plans”) a price guarantee (the “Price Guarantee Offer”).

2. T-Mobile’s Price Guarantee Offer was made in at least two press releases in January and August of 2017 and in a January 2017 video interview with T-Mobile’s then CEO shown on CNET. These press releases and video interview included the statements “that T-Mobile “will never change the price you pay” for consumers’ plans, and/or that only consumers “have the power to change the price [they] pay”; that consumers’ prices “won’t go up”; and that the Price Guarantee Offer “abolishes price hikes.” T-Mobile’s Price Guarantee Offer was also made on its website during some or all of the Offer Period.

3. During the Offer Period, New York consumers enrolled in approximately 252,957 Price Guarantee Plans, many with more than one line.

4. Despite the representations made in the Price Guarantee Offer, in May and/or June of 2024, T-Mobile raised prices on certain wireless customers in New York by approximately \$5 per line and an average of \$12 per account. Consumers on Price Guarantee Plans were among the customers subject to the 2024 price increases.

5. The OAG concluded that any purported disclaimers or qualifying language that could be argued to cure the deceptiveness of the Price Guarantee Offer were ineffective, both because they directly contradicted what a reasonable consumer would understand the Price Guarantee Offer to mean and/or because they were not presented clearly and conspicuously in proximity to the Price Guarantee Offer.

6. In December 2019, T-Mobile launched its 5G network, generally improving download speeds for those consumers with 5G-capable phones over its previous 4G network in place during the Offer Period for the Price Guarantee Plans.

7. OAG finds that Respondent's actions are in violation of New York Executive Law § 63(12) and General Business Law §§ 349 and 350.

8. Respondent neither admits nor denies the OAG's Findings, Paragraphs 1-7 above.

9. 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 §§ 349 and 350 based on the activities described above.

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

DEFINITIONS

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

10. **“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.

11. **“Covered Accounts”** means Upgrade Eligible Accounts and Upgrade Ineligible Accounts.

12. **“Effective Date”** means the date on which this Assurance has been signed by all Parties, which the Parties agree will be October 20, 2026.

13. **“Notification Date”** means the date, no later than 150 days after the Effective Date, on which T-Mobile provides Covered Accounts initial Notice of the consumer benefits set forth in this Assurance as provided for in Paragraph 23 below.

14. **“Price Guarantee”** means a communication by T-Mobile to consumers that T-Mobile will not increase the monthly recurring charge or rate on a wireless plan.

15. **“Upgrade Eligible Account”** means T-Mobile wireless accounts billed in New York that signed up for a T-Mobile ONE wireless plan between January 1, 2017 and April 30, 2019, that remained on the T-Mobile ONE plan at the time of T-Mobile’s 2024 price increase, and that have at least one wireless line known by T-Mobile to be experiencing less than 5G service as of the Effective Date.

16. **“Upgrade Ineligible Account”** means T-Mobile wireless accounts billed in New York that signed up for a T-Mobile ONE wireless plan between January 1, 2017 and April 30, 2019, that remained on the T-Mobile ONE plan at the time of T-Mobile’s 2024 price increases, and that have all wireless lines experiencing 5G service as of the Effective Date or that have incomplete device information as of the Effective Date.

INJUNCTIVE RELIEF

17. Respondent shall comply with N.Y. Executive Law § 63(12) or N.Y. General Business Law §§ 349 and 350 in connection with the marketing, promotion, or advertising of any Price Guarantee.

18. Advertisements containing a Price Guarantee shall Clearly and Conspicuously disclose the material terms of the Price Guarantee. Any limitation of a Price Guarantee to a specific period or range of time shall be Clearly and Conspicuously disclosed in the same sentence as the Price Guarantee.

19. T-Mobile will comply with a Price Guarantee applicable to a consumer unless that consumer agrees in writing to modify the terms of the Price Guarantee applicable to that consumer based on clearly disclosed terms. Such agreement will not be considered valid under this Assurance if it is based on a representation by T-Mobile that it will remove, downgrade or place a condition on the services T-Mobile is providing (including by raising the price of some other service or item) to the consumer unless that consumer agrees to modify the terms of the Price

Guarantee applicable to that consumer. Nothing in this Paragraph will be construed to prohibit T-Mobile from modifying or discontinuing the benefits provided by third parties, as the terms of those third party offerings are not within T-Mobile's control.

20. The Parties agree that T-Mobile will comply with Paragraph 19 immediately following the Effective Date of this Assurance and the measures set forth in Paragraphs 17 and 18 within four months of the Effective Date unless otherwise agreed to by the Parties in writing.

CONSUMER BENEFITS AND NOTICE

21. Upgrade Eligible Accounts will receive the following:

- a. A 45-day period of time following the Notification Date to cancel their T-Mobile account.
- b. Upgrade Eligible Accounts that choose to cancel will receive:
 - i. T-Mobile's payment of their last month's recurring charge; and
 - ii. a \$25 cash card.¹
- c. Upgrade Eligible Accounts that choose not to cancel will receive:
 - i. the opportunity, available for 45 days after the Notification Date, to select either a free or discounted 5G-equipped wireless phones for each line experiencing less than 5G service (certain devices valued up to \$250 will be offered for free; for other devices, customers will be provided a \$150 credit);² and
 - ii. T-Mobile will commit not to increase the monthly recurring charge on the account's current plan until no earlier than May 30, 2029.³

22. Upgrade Ineligible Accounts will receive:

¹ Such cash cards shall be capable of being used by themselves or in combination with cash to make purchases at any retail store and shall be capable of being used by themselves for any online purchase where credit cards are accepted. For example, a consumer purchasing an item worth \$4.50 with only \$2.00 left on her cash card could pay for the item with the cash card and an additional \$2.50 in cash. There shall be no fees, charges or conditions whatsoever associated with using such cash cards under any circumstances, and the cards shall have no expiration date.

² No "switching," "transfer," "activation," or other fees or charges will be charged for the process of such consumers upgrading to a new 5G phone.

³ Prior to May 30, 2029, T-Mobile is permitted to make a back end change to the categorization or naming convention of the account's current plan, so long as the monthly recurring charge does not increase.

- a. A 45-day period of time following the Notification Date to cancel their account with T-Mobile's payment of their last month's recurring charge.
- b. For accounts that choose not to cancel, T-Mobile will commit not to increase the monthly recurring charge on the account's current plan until no earlier than May 30, 2029.⁴

23. Notice will be provided to each Covered Account on the Notification Date in the form of Exhibit A1 (for Upgrade Eligible Accounts) or Exhibit A2 (for Upgrade Ineligible Accounts) to this Assurance, sent by T-Mobile to all email addresses in T-Mobile's records associated with that Covered Account. Furthermore:

If for a given Covered Account, T-Mobile does not have an email address or receives a bounce back or other error message in response to the email Notice sent, T-Mobile shall send that Covered Account Alternative Notice via U.S. mail to the mailing address associated with that Covered Account in the form of Exhibit A1 or A2. Each Covered Account that receives such Alternative Notice shall have 5 additional days to select its consumer benefits in addition to the 45 days provided pursuant to Paragraphs 21 and 22.

In addition, for each Covered Account, T-Mobile will provide a reminder of the available customer benefits by way of a notice on the first bill issued to that Covered Account following the Notification Date.

REPORTING

24. T-Mobile will provide two reports to the State that include a description of (a) the efforts taken by T-Mobile to effect notice to the Covered Accounts and (b) the numbers and percentages of Covered Accounts that have accepted each aspect of the consumer benefits set forth in Paragraphs 21 and 22 of this Assurance.

⁴ Prior to May 30, 2029, T-Mobile is permitted to make a back end change to the categorization or naming convention of the account's current plan, so long as the monthly recurring charge does not increase.

25. T-Mobile will provide the first report to the State thirty (30) days after the Notification Date, and the second report to the State ninety (90) days after the Notification Date.

PAYMENT

26. T-Mobile will pay to the State \$98,834.75 in connection with this matter. Within ten (10) days of the Effective Date, the State will provide T-Mobile with written payment instructions. Within thirty (30) days of receiving the State's written payment instructions, T-Mobile will tender the payment owed under this paragraph in accordance with the instructions provided.

RELEASE

27. Upon receipt of the full payment referenced in Paragraph 26, this Assurance will constitute a complete settlement and release by the State of any all past and present liability, claims, counterclaims, causes of action, damages, fines, attorneys' fees, costs, and penalties of whatever name or nature, whether at law or in equity, that were asserted or could have been asserted by the State against T-Mobile based on the activities described in the OAG's Findings in Paragraphs 1 through 6.

GENERAL PROVISIONS

28. If the OAG believes that T-Mobile has violated a provision of this Assurance, prior to taking legal action to enforce this Assurance as a result of the alleged violation, the OAG shall notify T-Mobile and identify the alleged violation and the provision of this Assurance in question. T-Mobile shall have thirty (30) days (the "Cure Period") to cure the alleged violation or explain why the alleged violation is not an actual violation, and provide the OAG with a detailed written explanation of the corrective actions taken. In the event a violation has not been cured within the Cure Period, T-Mobile shall be in breach of this Assurance. T-Mobile shall not, however, be entitled to notice and an opportunity to cure the alleged violation if the OAG determines in good

faith that T-Mobile's alleged violation of the Assurance is a threat to the health, safety or welfare of the public and requires immediate action.

29. T-Mobile expressly agrees and acknowledges that except as limited by the preceding paragraph, the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance or for material violations of the Assurance, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from after the Effective Date of this Assurance;
- b. the OAG may use statements, documents or other materials produced or provided by T-Mobile 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 T-Mobile irrevocably and unconditionally waives any objections based upon person jurisdiction, inconvenient forum, or venue. and
- 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).

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

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

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

33. OAG has agreed to the terms of this Assurance based on, among other things, the representations made to OAG by T-Mobile and its agents and counsel, and OAG's own factual investigation set forth above. T-Mobile represents and warrants that neither it nor its agents or counsel have made any material representations to OAG that are inaccurate or misleading. If any material representations by T-Mobile or its agents or counsel are later found to be inaccurate or misleading, this Assurance is voidable by 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 T-Mobile in agreeing to this Assurance.

35. T-Mobile represents and warrants, through its authorized signature below, that the terms and conditions of this Assurance are duly approved.

36. Nothing in this Agreement shall relieve T-Mobile of other obligations imposed by any applicable state, local, or federal law or regulation or other applicable law.

37. Nothing contained herein shall be construed to limit the remedies available to OAG in the event that T-Mobile materially violates the Assurance or law of the State of New York after the Effective Date of the Assurance.

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

39. 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, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

40. T-Mobile acknowledges that it has entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

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

42. This Assurance and the releases contained herein effect the compromise and settlement of disputed and contested allegations, and nothing will be construed as an admission by any Party of any liability of any kind to any other person or entity of the truth or falsity of any allegation of law or fact.

43. To the extent that any changes in T-Mobile's business and/or advertising practices are made to achieve or facilitate conformance to the terms of this Assurance, such changes will not constitute any form of evidence or admission of wrongdoing or violation of law of any jurisdiction.

44. Nothing in this Assurance will be construed to authorize or require any action by T-Mobile in violation of applicable federal, state, or other laws.

45. Nothing in this Assurance will be construed as a waiver of or limitation on T-Mobile'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.

46. Nothing in this Assurance will be construed or used as a waiver, limitation, or bar on any defense otherwise available to T-Mobile, or on T-Mobile's right to defend itself from or make arguments in any pending or future lawsuit, administrative action, or other legal proceeding, in any forum.

47. The titles and headers to each section of this Assurance are for convenience purposes only and are not intended to lend meaning to the actual terms of this Assurance.

48. T-Mobile may seek a modification of this Agreement 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.

49. This Assurance may be executed in counterparts, and an electronic signature will be deemed to be, and will have the same force and effect, as an original signature.

50. All notices, reports, requests and other communications under this Assurance shall, unless noted otherwise herein, be provided to the following via email and overnight mail:

The State of New York:

Noah Popp
Assistant Attorney General
28 Liberty Street,
New York, NY 10005
Noah.Popp@ag.ny.gov
212-416-8915

T-Mobile:

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

Date: Oct. 19, 2026

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, Senior Enforcement Counsel
Noah H. Popp, Assistant Attorney General
Consumer Frauds and Protection Bureau

Date: _____

T-MOBILE USA, INC.

By: _____
Mike Allen
Senior Vice President, Litigation

By: _____
Hallie B. Levin
Wilmer Cutler Pickering Hale and Dorr LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007
212-230-8800
hallie.levin@wilmerhale.com

Counsel for T-Mobile USA, Inc.

Date: _____

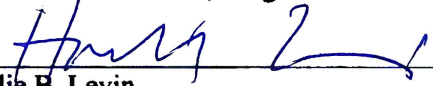
LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

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

Date: 10-20-26

T-MOBILE USA, INC.

By: 
Mike Allen
Senior Vice President, Litigation

By: 
Hallie B. Levin
Wilmer Cutler Pickering Hale and Dorr LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007
212-230-8800
hallie.levin@wilmerhale.com

Counsel for T-Mobile USA, Inc.

EXHIBIT A1 – Upgrade Eligible Accounts

Email Notice

Subject Line /Preheader 1

An update about your T-Mobile plan.

Your Un-contract offer and next steps.

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About your plan.

Account: [Account]

In 2024, we made small adjustments to some of our oldest rate plan prices, including yours, in response to rising costs and inflation. In connection with the resolution of a review of those adjustments by the New York Attorney General, we are pleased to offer you the following benefits.

To start, to thank you for staying with us, we're pledging not to increase the monthly recurring service charge on your current plan until at least May 30, 2029, as long as you stay on that plan.

We'd also like to extend you a limited time offer. For each line on your account that isn't currently on our leading 5G network, you can choose a 5G-compatible phone from the list below, some at no cost.

[List devices and prices, some of which will be free, some of which will note that the price includes a \$150 credit]

To accept this offer and select your new phone, click here: [call to action button with phone number] to speak to a member of T-Mobile's care team. You can also call [123.456.7890] by [DATE] to select your new phone(s).

If you'd rather cancel instead of taking this device offer, you're free to do so anytime. You're never locked in by any service or device contract. Consistent with the Un-contract offer in place when you signed up, if you cancel by [DATE], we'll pay your last month's recurring service charge and add a \$25 cash card. To cancel and claim this option click here [call to action button with phone number] to speak to a member of T-Mobile's care team. You can also call [123.456.7890] by [DATE] to cancel and claim this option.

Direct Mail Notice (Alternative Notice)

<First Name> <Last Name>
<Business>
<Street Address-Address 1-Address 2>
<City>, <State> <Zip code>

xx/xx/xxxx

Dear [Customer],

As we previously informed you, in 2024, for the first time in nearly a decade, we made small adjustments to some of our oldest rate plan prices (including yours) in response to rising costs and inflation. In connection with the resolution of a review of those adjustments by the New York Attorney General, we are pleased to offer you the following benefits.

To start, to thank you for sticking with us, we're pledging not to increase the monthly recurring service charge on your current plan until at least May 30, 2029 if you remain on that plan.

We're also extending you a special, limited-time offer. For each line on your account that isn't currently experiencing our leading 5G network, you can select a 5G-compatible phone from the list below.

[List devices and prices, some of which will be free; some of which will note that the price includes a \$150 credit]

To accept this offer and speak to a member of T-Mobile's care team, please call [123.456.7890] by [DATE] to select your new phone(s).

We hope you will stay with T-Mobile for years to come, but if you'd prefer to cancel your T-Mobile account instead of taking this device offer, you are of course free to do so at any time—with T-Mobile, you're never locked in by any service or device contract. Consistent with the Un-contract offer in place when you signed up for your plan. If you cancel by DATE, we'll pay your last month's recurring service charge. On top of that, we'll also throw in a \$25 cash card. To cancel your account and claim this option you can call [123.456.7890] by [DATE] to speak to a member of T-Mobile's care team.

Thank you again for sticking with us for so many years. We hope to continue to earn your business for many more.

-- [T-Mobile Care Team]

EXHIBIT A2 – Upgrade Ineligible Accounts

Email Notice

Subject Line /Preheader 1

An update about your T-Mobile plan.

Your Un-contract offer, explained.

//

About your plan.

Account: [Account]

In 2024, we made small adjustments to some of our oldest rate plan prices, including yours, in response to rising costs and inflation. In connection with the resolution of a review of those adjustments by the New York Attorney General, we are pleased to offer you the following benefits.

To thank you for staying with us, we're pledging not to increase the monthly recurring service charge on your current plan until at least May 30, 2029, as long as you stay on that plan.

If you'd rather cancel, you're free to do so anytime. You're never locked in by any service or device contract.

Consistent with the Un-contract offer in place when you signed up, if you cancel by [DATE], we'll pay your last month's recurring service charge. To cancel and claim this option click here [call to action button with phone number] to speak to a member of T-Mobile's care team. You can also call [123.456.7890] by [DATE] to cancel and claim this option.

Direct Mail Notice (Alternative Notice)

<First Name> <Last Name>
<Business>
<Street Address-Address 1-Address 2>
<City>, <State> <Zip code>

xx/xx/xxxx

Dear [Customer],

As we previously informed you, in 2024, for the first time in nearly a decade, we made small adjustments to some of our oldest rate plan prices (including yours) in response to rising costs and inflation. In connection with the resolution of a review of those adjustments by the New York Attorney General, we are pleased to offer you the following benefits.

To thank you for sticking with us, we're pledging not to increase the monthly recurring service charge on your current plan until at least May 30, 2029 if you remain on that plan.

We hope you will stay with T-Mobile for years to come, but if you'd prefer to cancel your T-Mobile account, you are of course free to do so at any time—with T-Mobile, you're never locked in by any service or device contract. Consistent with the Un-contract offer in place when you signed up for your plan, if you cancel by DATE, we'll pay your last month's recurring service charge. To cancel your account and claim this option you can call [123.456.7890] by [DATE] to speak to a member of T-Mobile's care team.

Thank you again for sticking with us for so many years. We hope to continue to earn your business for many more.

- [T-Mobile Care Team]

Date: _____

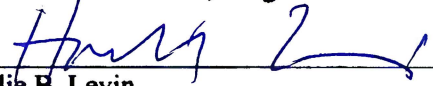
LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By: _____
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Kate Matuschak, Senior Enforcement Counsel
Noah H. Popp, Assistant Attorney General
Consumer Frauds and Protection Bureau

Date: 10-20-26

T-MOBILE USA, INC.

By: 
Mike Allen
Senior Vice President, Litigation

By: 
Hallie B. Levin
Wilmer Cutler Pickering Hale and Dorr LLP
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Counsel for T-Mobile USA, Inc.