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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

IN THE MATTER OF:

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

Respondent.

Case No.

ASSURANCE OF VOLUNTARY
COMPLIANCE

ORS 20.140 - State fees deferred at filing

ASSURANCE OF VOLUNTARY COMPLIANCE

1.

This Assurance of Voluntary Compliance (“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

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.

1 (collectively, the “Undersigned Wireless Companies” and individually an “Undersigned Wireless
2 Company”).

3 BACKGROUND

4 2.

5 This Assurance follows an investigation by the Attorneys General and communications
6 between the Attorneys General and the Undersigned Wireless Companies and AT&T Mobility,
7 LLC, Cricket Wireless, LLC, and T-Mobile USA, Inc. (collectively the “Wireless Companies”
8 and individually a “Wireless Company”). The investigation related to the advertising,
9 marketing, and sales practices of the Wireless Companies and considered whether these
10 advertising, marketing, and sales practices comply with the consumer protection and trade
11 practice statutes and regulations, including the statutes listed in footnote two below² and/or the
12 regulations promulgated pursuant to the same (collectively, “Consumer Statutes”). The
13 advertising, marketing, and sales practices include, the following: (i) offering consumers
14 wireless devices for free or at a reduced rate or no extra cost, (ii) offering to pay consumers’

15

16 ² See generally, N.Y. EXEC. LAW § 63(12); N.Y. GEN. BUS. LAW §§ 349-50; TENN. CODE ANN. §§
17 47-18- 104; ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS 505/1,
18 *et seq.*; N.C.G.S. § 75-1.1; N.J.S.A. 56:8-2; P.A. UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION
19 LAW, 73 P.S. §§ 201-1 – 201-9.2; TEX. BUS. & COM. CODE ANN. §§ 17.41 through 17.63; RCW 19.86.020;
20 ALASKA STAT. § 45.50.471; ALA. CODE § 8-19-1 *et seq.*; ARKANSAS CODE ANNOTATED § 4-88-107(A);
21 ARIZ. REV. STAT. §§ 44-1521 TO 1534; CAL. BUS. & PROF. CODE § 17200 *et seq.*, § 17500 *et seq.*; C.R.S. § 6-
22 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.
23 REV. STAT. CHPTS. 480 AND 481A; IOWA CODE § 714.16; 61 IOWA ADMIN CODE 38.1; IDAHO CONSUMER
24 PROTECTION ACT, TITLE 48, CHAPTER 6, IDAHO CODE; IND. CODE § 24-5-0.5-0.1, *et seq.*; K.S.A. § 50-623
25 *et seq.*; KENTUCKY REVISED STATUTES 367.170; UNFAIR TRADE PRACTICES AND CONSUMER
26 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; 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 646.608(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.

1 costs or fees if they switch carriers, (iii) offering wireless products or services at a reduced rate,
2 whether in comparison to their own goods or services or those of third parties, (iv) offering to
3 lease wireless devices, and (v) offering unlimited data on wireless devices (collectively, the
4 “Covered Activities”). Simultaneous with the execution of this Assurance, the Participating
5 States are entering into an Assurance of Voluntary Compliance with each of the other Wireless
6 Companies on the same terms of this Assurance with the exception of the amount of the payment
7 required pursuant to Paragraph 35.

8 3.

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

14 4.

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

22 **APPLICATION**

23 5.

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

26

1 **PROCEDURE**

2 6.

3 This Assurance is a settlement of a disputed matter and an agreement between
4 Undersigned Wireless Companies and the Oregon Attorney General acting pursuant to ORS
5 646.632.

6 7.

7 Undersigned Wireless Companies waive receipt of notice from the Oregon Attorney
8 General pursuant to ORS 646.632(2) of the alleged unlawful trade practice and relief to be
9 sought.

10 8.

11 Undersigned Wireless Companies understand and agree that this Assurance will be
12 submitted to the Circuit Court of the State of Oregon for Multnomah County for approval, and, if
13 approved will be filed with the court pursuant to ORS 646.632.

14 9.

15 Undersigned Wireless Companies waive any further notice of submission to and filing
16 with the court of this Assurance.

17 **DEFINITIONS**

18 10.

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

20 11.

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

1 noticeable, readable, and understandable, and not obscured in any manner. In addition:

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

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

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

11 12.

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

17 13.

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

19 14.

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

25 15.

26 **“Material Restriction”** means a reduction on the quantity or speed of data that is likely

1 to affect a consumer’s purchase or use of the advertised product or service.

2 16.

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

5 17.

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

9 18.

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

13 **ADVERTISING DISCLOSURES**

14 19.

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

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

22 (b) Shall Clearly and Conspicuously disclose and in a manner that is appropriate to
23 the nature of the advertising content and type, all material terms and conditions of an offer to sell
24 or lease any wireless devices or services in connection with Covered Activities. In Space
25 Constrained Advertising, the Undersigned Wireless Companies may abbreviate such disclosures
26 within the Space Constrained Advertisement and include a Clear and Conspicuous, easily

1 accessible, and meaningfully labeled way to access full disclosure of the material terms of the
2 offer, such as a phone number, website, click-through link for Internet advertising, or other
3 method consistent with the relevant medium. For purposes of this subparagraph, “meaningfully
4 labeled” means labeled to convey the importance, nature, and relevance of the information to
5 which it leads as consistent with the relevant medium.

6 **USE OF THE TERM UNLIMITED**

7 20.

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

16 (a) For purposes of this paragraph, and with respect to representations regarding
17 Unlimited Mobile Data Plans:

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

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

26 The requirements of Paragraph 20(a) shall not apply to the use of the term “unlimited” in a

1 generic manner that is not related to the amount or speed of data in an Unlimited Mobile Data
2 Plan.

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

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

15 21.

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

18 NETWORK MANAGEMENT PRACTICES

19 22.

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

23 SWITCHER OFFERS

24 23.

25 Advertisements containing offers by an Undersigned Wireless Company to “pay” for
26 costs incurred by a consumer to switch carriers, such as early termination fees and/or other

1 associated costs, shall Clearly and Conspicuously disclose the material terms of the offer,
2 including:

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

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

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

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

13 The Undersigned Wireless Companies shall, in connection with any offer described in paragraph
14 23 above, use reasonable efforts to ensure that consumers receive payment, credit or
15 reimbursement of any costs that the Undersigned Wireless Company has offered to pay no later
16 than sixty (60) days after the consumer has met all requirements to receive the payment, credit or
17 reimbursement.

18 **FREE AND SIMILAR OFFERS**

19 24.

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

25 25.

26 Where receipt of the devices or services advertised as “free” requires that the consumer

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

8 **PHONE LEASES**

9 26.

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

13 27.

14 The Undersigned Wireless Companies shall comply with Regulation M, 12 CFR Part
15 213, as such rule may be amended from time to time.

16 **PRICE AND SAVINGS CLAIMS**

17 28.

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

21 29.

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

25 30.

26 If an Undersigned Wireless Company makes a comparative pricing or savings claim, the

1 claim shall either be based on a comparison of comparable goods or services, or any material
2 differences between the goods or services being compared shall be Clearly and Conspicuously
3 disclosed.

4 31.

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

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

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

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

19 **WIRELESS COMPANY APPOINTED COMPLAINT REPRESENTATIVE**

20 32.

21 In order to facilitate the efficient resolution of ordinary customer complaints received by
22 an Attorney General each Undersigned Wireless Company will designate a representative to
23 work directly with any of the Participating States to address such complaints related to the
24 Covered Activities of this Assurance and provide that representative's contact information to all
25 Participating States. In the event that there is a change to the designated representative for a
26 Undersigned Wireless Company, such Undersigned Wireless Company shall use its best efforts

1 to provide the new representative's contact information to the Participating States within 20
2 business days of such change. An Undersigned Wireless Company shall respond, within a
3 reasonable time, to all customer complaints received by the Wireless Company directly from a
4 Participating State, with respect to the matters set forth in this Assurance.

5 **TRAINING**

6 33.

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

11 34.

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

15 **PAYMENT TO THE PARTICIPATING STATES**

16 35.

17 The Undersigned Wireless Companies shall pay to the Attorneys General a total of
18 \$4,089,654 as divided per instructions from the Attorneys General, and paid directly to each
19 signatory Attorney General. For purposes of this Assurance, the Undersigned Wireless
20 Companies shall pay \$145,446.97 to Oregon. Said payment shall be used by the Attorneys
21 General for such lawful purposes that may include attorneys' fees and other costs of
22 investigation and litigation, or may be placed in, or applied to, consumer protection law
23 enforcement funds, including future consumer protection enforcement, consumer education,
24 litigation or local consumer aid fund or revolving fund, may be used to defray the costs of the
25 inquiry leading hereto, the monitoring and potential enforcement of this Assurance, or consumer
26 restitution, at the sole discretion of each signatory Attorney General. Within thirty (30) days of

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

10 **RELEASE**

11 36.

12 The Attorneys General acknowledge that upon receipt of full payment under Paragraph
13 35, this Assurance constitutes a complete settlement and release by the Participating States of all
14 civil claims, civil causes of action, damages, fines, costs, and penalties that were asserted or
15 could have been asserted by the Attorneys General, either individually or collectively, on or prior
16 to the Effective Date of this Assurance against the Undersigned Wireless Companies based on
17 the Covered Activities, pursuant to the Consumer Statutes set forth in footnote two of this
18 Assurance and the regulations promulgated pursuant to such Consumer Statutes.

19 37.

20 Notwithstanding any term of this Assurance, specifically reserved and excluded from the
21 release in Paragraph 36 as to any entity or person, including each Undersigned Wireless
22 Company, are any and all of the following:

- 23 (a) Any criminal liability that any person or entity, including Wireless Company, has
24 or may have to the State of Oregon;
- 25 (b) State or federal antitrust violations;
- 26 (c) State or federal securities violations;

1 (d) State or federal tax claims; and

2 (e) Any civil or administrative liability that any person and/or entity, including the
3 Undersigned Wireless Company, has or may have to the State of Oregon not covered by the
4 release in Paragraph 36.

5 **GENERAL PROVISIONS**

6 38.

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

14 39.

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

1 or proceeding, except an action to enforce this Assurance.

2 40.

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

7 41.

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

12 42.

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

19 43.

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

26 44.

1 be necessary. The Undersigned Wireless Companies and the Attorneys General for such
2 Participating States agree to use their best efforts to obtain such court approval.

3 48.

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

8 49.

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

13 50.

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

19 51.

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

24 52.

25 Neither this Assurance nor anything herein shall be construed or used as a waiver,
26 limitation or bar on any defense otherwise available to the Undersigned Wireless Companies, or

1 on any Undersigned Wireless Companies' right to defend itself from or make arguments in any
2 pending or future legal or administrative action, proceeding, local or federal claim or suit,
3 including without limitation, private individual or class action claims or suits, relating to any
4 Wireless Companies' conduct prior to the execution of this Assurance, or to the existence,
5 subject matter, or terms of this Assurance.

6 53.

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

10 54.

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

13 55.

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

19 56.

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

22 57.

23 If the Attorney General of a Participating State determines that an Undersigned Wireless
24 Company has failed to comply with any of the terms of this Assurance, and if in the Attorney
25 General's sole discretion the failure to comply does not threaten the health, safety, or welfare of
26 the citizens of the Participating State, the Attorney General will notify the Undersigned Wireless

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

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

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

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

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

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

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

21 58.

22 In the event that any statute or regulation pertaining to the subject matter of this
23 Assurance is modified, enacted, promulgated or interpreted by the Federal government or any
24 Federal agency, such as the FCC, and a court of competent jurisdiction holds that such statute or
25 regulation is in conflict with any provision of this Assurance, and such that an Undersigned
26 Wireless Company cannot comply with both the statute or regulation and the provision of this

1 Assurance, the Undersigned Wireless Companies may comply with such statute or regulation,
2 and such action shall constitute compliance with the counterpart provision of this Assurance. The
3 Undersigned Wireless Company shall provide advance written notice to the Participating States
4 of the statute or regulation with which the Undersigned Wireless Company intends to comply
5 under this paragraph, and of the counterpart provision of this Assurance that is in conflict with
6 the statute or regulation, and shall include a copy of or citation to the court's holding. While the
7 Participating States shall give such notice good faith consideration, in the event the Participating
8 States disagree with the Undersigned Wireless Company's interpretation of the conflict, the
9 Participating States reserve the right to pursue any remedy or sanction that may be available
10 regarding compliance with this Assurance.

11 59.

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

26 60.

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

5 61.

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

9 62.

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

12

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14

APPROVAL BY COURT

15 APPROVED FOR FILING and SO ORDERED. Signed:

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21 Submitted by: Jordan M. Roberts, OSB#115010
22 Assistant Attorney General
Attorney for State of Oregon

23 [Parties' signature pages continued in the following pages]

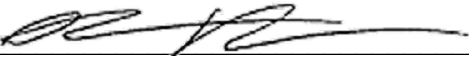
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1 **FOR THE STATE OF OREGON**

2 ELLEN F. ROSENBLUM
3 Oregon Attorney General

4 

Date: May 7, 2024

5 By: Jordan M. Roberts, OSB#115010
6 Assistant Attorney General
7 Oregon Department of Justice
8 100 SW Market Street
9 Portland, OR 97201
10 Phone: 971-673-1880
11 Fax: 971-673-1884
12 Email: jordan.m.roberts@doj.state.or.us

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1 **FOR TRACFONE WIRELESS, INC., CELLCO PARTNERSHIP, D/B/A VERIZON**
2 **WIRELESS**

3 By: Andrea K Short
4 Andrea K. Short
5 Chief Litigation Counsel
6 Senior Vice President & Deputy General Counsel
7 1300 I Street NW, Suite 500E
8 Washington, DC 20005
9 andrea.short@verizon.com

Date: May 1, 2024

7 **Counsel for Defendant, TRACFONE WIRELESS, INC., CELLCO PARTNERSHIP,**
8 **D/B/A VERIZON WIRELESS**

9 By: Andrea K Short
10 Andrea K. Short
11 Chief Litigation Counsel
12 Senior Vice President & Deputy General Counsel
13 1300 I Street NW, Suite 500E
14 Washington, DC 20005
15 andrea.short@verizon.com

Date: May 1, 2024

1 **CERTIFICATE OF READINESS**

2 This proposed ASSURANCE FOR VOLUNTARY COMPLIANCE is ready for judicial
3 signature because:

4 1. **Each opposing party affected by this order has stipulated to the order, as**
5 **shown by each opposing party's signature on the document being submitted.**

6 2. Each opposing party affected by this order has approved the order, as shown by
7 signature on the document being submitted or by written confirmation of approval
8 sent to me.

9 3. I have served a copy of this order on all parties entitled to service and provided
10 written notice, and:

11 a. No objection has been served on me.

12 b. I received objections that I could not resolve with the opposing party
13 despite reasonable efforts to do so. I have filed with the court a copy of the
14 objections I received and indicated which objections remain unresolved.

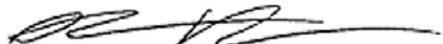
15 c. After conferring about objections, [role and name of opposing party]
16 agreed to file any remaining objection with the court by [date], which
17 predated my submission.

18 4. The relief sought is against an opposing party who has been found in default.

19 5. An order of default is being requested with this proposed judgment.

20 6. Service is not required by statute, rule, or otherwise.

21 DATED May 8, 2024.

22 
23 **JORDAN M. ROBERTS, OSB#115010**
24 Assistant Attorney General
25 Civil Enforcement Division
26 Oregon Department of Justice
Email: jordan.m.roberts@doj.state.or.us