

1 KAMALA D. HARRIS
Attorney General of California
2 MARK J. BRECKLER
Chief Assistant Attorney General
3 NICKLAS A AKERS
Acting Senior Assistant Attorney General
4 SARAH E. KURTZ
Deputy Attorney General
5 State Bar No. 99881
455 Golden Gate Avenue, Suite 11000
6 San Francisco, CA 94102-7004
Telephone: (415) 703-5562
7 Fax: (415) 703-5480
E-mail: Sarah.Kurtz@doj.ca.gov
8 *Attorneys for People of the State of California*

ENDORSED
FILED
San Francisco County Superior Court

OCT - 8 2014

CLERK OF THE COURT
BY: KAREN LIU
Deputy Clerk

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SAN FRANCISCO

11
12 **PEOPLE OF THE STATE OF
CALIFORNIA,**

13 Plaintiff,

14 v.

15
16 **AT&T MOBILITY, LLC, a limited liability
17 corporation,**

18 Defendant.

Case No. CGC-14-542089

**FINAL JUDGMENT AND PERMANENT
INJUNCTION**

19
20 Plaintiff, the People of the State of California, appearing through its attorney, Kamala D.
21 Harris, Attorney General of the State of California, by Sarah E. Kurtz, Deputy Attorney General,
22 (hereinafter collectively "the People" or "Plaintiff"), and Defendant AT&T MOBILITY, LLC, a
23 limited liability corporation, (hereinafter collectively referred to as "AT&T," "Defendant" or
24 "Carrier"), appearing through its attorney David L. Anderson of SIDLEY AUSTIN LLP, having
25 stipulated to the entry of this Final Judgment and Permanent Injunction ("Final Judgment") by the
26 Court without the taking of proof and without trial or adjudication of any fact or law, without this
27 Final Judgment constituting evidence of or an admission by AT&T regarding any issue of law or
28 fact alleged in the Complaint on file, and without AT&T admitting any liability, with the People

1 representing that they will seek enforcement of the provisions of this Judgment with due regard to
2 fairness, and with all parties having waived their right to appeal, and the Court having considered
3 the matter and good cause appearing:

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

5 **I. PARTIES AND JURISDICTION**

6 1. The People of the State of California is the Plaintiff in this case.

7 2. AT&T is the Defendant in this case.

8 3. The Court has jurisdiction over the subject matter of this action, jurisdiction over the
9 parties to this action, and venue is proper in this Court.

10 4. Defendant, at all relevant times, has transacted business in the State of California,
11 including, but not limited to, San Francisco County.

12 5. This Judgment is entered pursuant to and subject to California Business and
13 Professions Code section 17200 et seq.

14 **II. DEFINITIONS**

15 6. The following definitions shall apply for purposes of this Judgment:

16 a. "Attorneys General" means the Attorneys General, or their designees, of the
17 Participating States.

18 b. "Bill" means a Consumer's mobile telephone bill or prepaid mobile account, as
19 applicable.

20 c. "Block" means a restriction placed on a Consumer's account that prevents one
21 or more lines from being used to purchase Third-Party Products and from being billed for Third-
22 Party Charges on a Consumer's Bill.

23 d. A statement is "Clear and Conspicuous" if it is disclosed in such size, color,
24 contrast, location, duration, and/or audibility that it is readily noticeable, readable, understandable,
25 and capable of being heard. A statement may not contradict or be inconsistent with any other
26 information with which it is presented. If a statement modifies, explains or clarifies other
27 information with which it is presented, then the statement must be presented in proximity to the
28

1 information it modifies, explains or clarifies, in a manner that is readily noticeable, readable, and
2 understandable, and not obscured in any manner. In addition:

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

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

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

12 e. "Commercial PSMS" means the use of PSMS to bill for Products.

13 f. "Consumer" means a California resident who is a current or former customer,
14 subscriber or purchaser of Products for which Third-Party Charges are placed on the Consumer's
15 Bill from Carrier, whether that person is responsible for paying the Bill or has a device that is
16 billed to a shared account. "Consumer" does not include any business entity or any state, federal,
17 local, or other governmental entity, if (1) the business entity or government, and not the
18 employees or individuals working for or with that business entity or government, is solely liable
19 to the Carrier for payment of all charges billed on that account, and (2) the ability to process
20 Third-Party Charges through that account is not available unless the business entity or
21 government affirmatively requests that certain or all mobile devices be provided the ability to
22 authorize placement of such Third-Party Charges.

23 g. "Effective Date" means the date that the Stipulated Order for Permanent
24 Injunction and Monetary Judgment in the case captioned *Federal Trade Commission v. AT&T*
25 *Mobility LLC* is entered by the District Court for the Northern District of Georgia. Provided,
26 however, this Judgment is binding upon entry.

1 h. “Express Informed Consent” means an affirmative act or statement giving
2 unambiguous assent to be charged for the purchase of a Third-Party Product that is made by a
3 Consumer after receiving a Clear and Conspicuous disclosure of material facts.

4 i. “Participating States” means the following states and commonwealths:
5 Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida,
6 Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland,
7 Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New
8 Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio,
9 Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee,
10 Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming, as well
11 as the District of Columbia.

12 j. “Premium Short Messaging Service” or “PSMS” means a service that
13 distributes paid content to a Consumer using the Short Message Service (“SMS”) and Multimedia
14 Messaging Service (“MMS”) communication protocols via messages that are routed using a Short
15 Code, resulting in a Third-Party Charge.

16 k. “Product” means content and/or services that can be used on a mobile device
17 for which charges are placed on the Consumer’s Bill by the Carrier. “Product” excludes
18 contributions to charities, candidates for public office, political action committees, campaign
19 committees, campaigns involving a ballot measure, or other similar contributions. “Product” also
20 excludes co-branded, co-marketed (where Carrier markets via national media the content and/or
21 services with both the Carrier’s brand and a Third Party’s brand) or white label products branded
22 by Carrier, where (i) content and/or services are sold by Carrier or jointly and cooperatively by
23 Carrier and another entity; (ii) the content and/or services are placed on the subscriber’s Bill as a
24 Carrier charge; and (iii) the Carrier is responsible for accepting complaints, processing refunds,
25 and other communications with the consumer regarding the charge.

26 l. “Short Code” means a common code leased from the CTIA Common Short
27 Code Administration that is comprised of a set of numbers, usually four (4) to six (6) digits,
28 which text messages can be sent to and received from using a mobile telephone.

m. "Third Party" means an entity or entities, other than Carrier, that provides a Product to Consumers for which billing is made through Carrier's Bills.

n. "Third-Party Charge" means a charge for a Third-Party Product placed on a Consumer's Bill.

o. "Third-Party Product" means a Product provided by a Third Party.

p. "Unauthorized Third-Party Charge" means a Third-Party Charge placed on a Consumer's Bill without the Consumer's Express Informed Consent.

III. PERMANENT INJUNCTIVE RELIEF

7. The provisions of this Judgment shall apply to Carrier and its officers, employees, agents, successors, assignees, merged or acquired entities, wholly owned subsidiaries, and all other persons or entities acting in concert or participation with any of them, who receive actual notice of this Judgment, regarding Carrier's placement of Third-Party Charges in the Participating States.

8. In accordance with section 17203 of the California Business and Professions Code, Defendant shall comply with the following conduct requirements:

a. Commercial PSMS: Carrier will not make available to Consumers the option to purchase Products through Commercial PSMS or bill charges for Commercial PSMS.

b. Authorization of Third-Party Charges: Carrier shall begin developing and implementing a system, which shall be fully implemented by Carrier no later than February 1, 2015, to obtain Express Informed Consent before a Consumer is billed for any Third-Party Charge. The Consumer's Express Informed Consent may be provided to Carrier or to another person or entity obligated to Carrier to obtain such consent. The Carrier or other person or entity shall retain sufficient information to allow such consent to be verified. If Express Informed Consent is not directly collected by Carrier, Carrier shall implement reasonable policies and practices¹ to confirm Express Informed Consent will be appropriately collected and documented

¹ For purposes of this Paragraph, for charges incurred through operating system storefronts, such reasonable policies and practices may, for example, consist of Carrier or its agents making a statistically valid random sample of purchases to demonstrate whether the storefront is collecting Express Informed Consent consistent with this agreement.

1 by the person or entity obligated to do so, and shall monitor and enforce those policies and
2 practices to confirm Express Informed Consent is appropriately collected, require remedial action
3 (which may include, for example, suspension, proactive credits, or retraining), or cease billing for
4 such charges. While the system described by this Paragraph is being developed and
5 implemented, Carrier shall take reasonable steps to obtain Express Informed Consent before a
6 Consumer is billed for any Third-Party Charge.

7 c. Purchase Confirmation for Third-Party Charges: Carrier shall implement a
8 system whereby the Consumer (and, for multiline accounts, the primary or principal account
9 holder or owner (collectively “primary account holder”), if designated) will be sent a purchase
10 confirmation separate from the Bill of every Third-Party Charge that will appear on his or her
11 Bill. Any such purchase confirmation shall be sent within a reasonable period of time following
12 the time a Third-Party Product is purchased or renewed and identify the Block options that
13 Carrier makes available to Consumers and/or provide access to such information. For multiline
14 accounts, Carrier may provide the primary account holder the option to elect not to receive such
15 purchase confirmations.

16 d. Information on Blocking: No later than September 30, 2014, to the extent
17 Carrier permits Third-Party Charges on Consumers’ Bills, Carrier shall provide a Clear and
18 Conspicuous disclosure about Third-Party Charges and Block options in informational material
19 provided at or near the time of subscribing to or activating service, and which is provided in a
20 context separate from the actual subscriber agreement document. Such disclosure shall include or
21 provide access to a description of Third-Party Charges, how Third-Party Charges appear on Bills,
22 and options available to Consumers to Block Third-Party Charges. Consumers shall not incur any
23 data or text charges for receiving or accessing the information discussed in this Paragraph.

24 e. Billing Information and Format: No later than February 1, 2015:

25 1. Except for pre-paid mobile accounts, all Third-Party Charges shall be
26 presented in a dedicated section of the Consumer’s Bill (or in a dedicated section for each mobile
27 line on the account, if the Bill sets forth charges by each line) and shall be set forth in such a
28 manner as to distinguish the Third-Party Charges contained therein from Carrier’s service, usage

1 and other charges. This section of the Consumer's Bill shall contain a heading that Clearly and
2 Conspicuously identifies that the charges are for Third-Party Products; and

3 2. The Third-Party Charge billing section required by this Paragraph shall
4 include a Clear and Conspicuous disclosure of a Consumer's ability to Block Third-Party
5 Charges, including contact and/or access information that Consumers may use to initiate such
6 Blocking. If the Carrier includes a Third-Party Charge billing section for each mobile line on the
7 account, the Carrier shall have the option to include the disclosure of a Consumer's ability to
8 Block Third-Party Charges in only the first Third-Party Charge billing section that appears on the
9 Bill, rather than in all Third-Party Charge billing sections.

10 f. Consumer Contacts: When a Consumer contacts Carrier with regard to a Third-
11 Party Charge or a Block, Carrier shall:

12 1. provide the Consumer with access to a customer service representative
13 who has access to the Consumer's account information for at least the prior twelve (12) months;

14 2. beginning no later than thirty (30) days after the Effective Date, for any
15 Consumer who claims he or she did not authorize a Third-Party Charge incurred after the
16 Effective Date, either (1) provide the Consumer a full refund or credit of any and all disputed
17 Third-Party Charges not previously credited or refunded to the Consumer, or (2) deny a refund if:

18 A. Carrier has information demonstrating that the Consumer provided
19 Express Informed Consent to the Third-Party Charge, offers to provide such information to the
20 Consumer, and, upon request, provides such information to the Consumer; or

21 B. the disputed Third-Party Charge (either a single charge or a
22 recurring charge) was initially incurred more than six (6) years prior to when the Consumer
23 contacts Carrier and Carrier is in compliance with Paragraph 8.c with respect to the charge.

24 3. if the Consumer claims that he or she did not authorize a Third-Party
25 Charge, and the Consumer is a current customer of Carrier, offer the Consumer the opportunity to
26 Block future Third-Party Charges;

27 4. beginning no later than thirty (30) days after the Effective Date, not
28 require the Consumer to first contact the Third Party in order to receive a refund/credit of any

1 claimed Unauthorized Third-Party Charge, although this subparagraph does not prohibit asking
2 the Consumer if he or she has contacted the Third Party and/or if the Consumer has already
3 received a credit or refund from the Third Party for some or all of the claimed Unauthorized
4 Third-Party Charge;

5 5. beginning no later than thirty (30) days after the Effective Date, in the
6 event a customer disputes a Third-Party Charge as unauthorized, until such time as the provisions
7 of Paragraph 8.f.2.A or B are satisfied, not:

8 A. require the Consumer to pay the disputed Third-Party Charge,
9 including any related late charge or penalty;

10 B. send the disputed Third-Party Charge to collection;

11 C. make any adverse credit report based on non-payment of the
12 disputed Third-Party Charge; and

13 D. suspend, cancel, or take any action that may adversely affect the
14 Consumer's mobile telephone service or functionality for any reason related to non-payment of
15 any disputed Third-Party Charge.

16 g. Training: Carrier shall, for at least six (6) years from the Effective Date,
17 conduct a training program with its customer service representatives, at least annually, to
18 administer the requirements of this Judgment. To the extent that Carrier no longer permits Third-
19 Party Charges on Consumers' Bills, Carrier will conduct one training program within three
20 months of such cessation and will have no further obligation to conduct training programs under
21 this Paragraph so long as Carrier does not permit Third-Party Charges on Consumers' Bills.

22 h. Record Keeping: No later than February 1, 2015, Carrier shall:

23 1. implement a process to track (1) all Consumer claims that a Third-Party
24 Charge was unauthorized for which Carrier demonstrated that purchaser provided Express
25 Informed Consent; (2) refunds/credits provided due to Carrier's inability to provide proof of
26 Express Informed Consent in response to such a claim by a Consumer; and (3) any other
27 information necessary to prepare the Quarterly Reports described in Paragraph 8.j; and
28

1 2. implement systems that allow it to maintain the information described in
2 this Paragraph. Each record created pursuant to this Paragraph shall be maintained for a period of
3 six (6) years from the date of its creation. Carrier's obligation to maintain records for six years
4 from the date of their creation shall continue after Carrier's obligation to provide the Quarterly
5 Reports described in Paragraph 8.j expires.

6 i. Cooperation with California Attorney General: Carrier shall, for at least six (6)
7 years from the Effective Date, designate a contact to whom the California Attorney General may
8 provide information regarding any concerns about Unauthorized Third-Party Charges, and from
9 whom the California Attorney General may request information and assistance in investigations.
10 Such information and assistance shall include information regarding the identity of Third Parties
11 placing Third-Party Charges on Carrier's Bill, revenue from such Third-Party Charges, refunds
12 provided relating to the Third-Party Charges, any audits conducted of the Third Party (to the
13 extent not protected by attorney-client privilege or attorney work product), and any applications
14 or other information provided by the Third Party, to the extent that Carrier has access to such
15 information. Carrier shall provide such information within a reasonable period and shall
16 cooperate in good faith with such requests, including investigating any reports of Unauthorized
17 Third-Party Charges the Carrier receives from the California Attorney General.

18 j. Information Sharing with Attorneys General:

19 1. Carrier shall, for at least six (6) years from April 1, 2015, provide a report
20 to the Office of the Vermont Attorney General every three (3) months ("Quarterly Reports")
21 documenting its compliance with the requirements of Paragraph 8.f. Without limiting Carrier's
22 obligations under Paragraph 8.f, the quarterly reports shall include the following:

23 A. the total number of Consumer claims for unauthorized Third-Party
24 Charges for which Carrier has demonstrated that the purchasers provided Express Informed
25 Consent;

26 B. all refunds/credits provided, in dollars, due to Carrier's inability to
27 provide proof of Express Informed Consent in response to such a claim by Consumers;
28

1 C. for the claims and refunds/credits identified under subparagraphs A
2 and B, above, the Third-Party Product, the Third Party, and the entity responsible for ensuring
3 Express Informed Consent from the Consumer if different than Carrier; and

4 D. a description of any remedial action taken by Carrier against Third
5 Parties for Unauthorized Third-Party Charges, including, but not limited to, any actions taken to
6 limit or terminate a Third Party's ability to place Third-Party Charges on a Consumer's Bill. The
7 description of any remedial action provided under this subparagraph shall include: (a) the name
8 and contact information of such Third Party, (b) a description of the Product in connection with
9 which the remedial action that was taken, (c) an indication of whether the Product was suspended
10 or terminated (and if the Product was suspended, Carrier shall include the date or conditions for
11 reinstatement), and (d) the reason for the remedial action.

12 2. Information in Quarterly Reports shall be presented on a national basis
13 and provided electronically in a format to be agreed to by the parties. Quarterly Reports shall be
14 provided within thirty (30) days of the end of each calendar quarter.

15 **IV. MONETARY PAYMENT**

16 9. Within thirty (30) days of the Effective Date of this Judgment, Defendant shall pay
17 \$927,536.05 directly to the California Attorney General. Said payment shall be used by the
18 California Attorney General for attorneys' fees and other costs of investigation and litigation;
19 used to defray costs of the inquiry leading to this Final Judgment; used for the California
20 Attorney General's enforcement of California's consumer protection laws; used for consumer
21 education; or used for any other purposes permitted by state law, at the sole discretion of the
22 California Attorney General.

23 10. The California Attorney General and Defendant recognize that, in addition to the
24 payment provided under Paragraph 9:

25 a. Carrier has agreed to pay \$5 million to the Federal Communication
26 Commission ("FCC") to resolve the concurrent FCC investigation regarding Unauthorized Third-
27 Party Charges; and
28

1 b. Carrier has agreed to contribute \$80 million to a consumer redress program
2 administered by the Federal Trade Commission ("FTC") in consultation with the Attorneys
3 General and the FCC, to resolve the concurrent FTC investigation regarding Unauthorized Third-
4 Party Charges. To the extent the FTC transfers any residual amounts to California following the
5 completion of the redress program, California shall use such money in the manner and for the
6 purposes identified in Paragraph 9 above.

7 **V. RELEASE**

8 11. Effective upon full payment of the amount due under Paragraphs 9 and 10, the
9 California Attorney General releases and discharges Carrier and its officers, employees, agents,
10 successors, assignees, affiliates, merged or acquired entities, parent or controlling entities, and
11 subsidiaries from any and all claims, suits, demands, damages, restitution, penalties, fines, actions,
12 and other causes of action that the California Attorney General could have brought under
13 California Business and Professions Code Section 17200, both known and unknown, arising
14 directly or indirectly out of or related to billing, charging, disclosures, policies, practices, actions
15 or omissions related to PSMS or Unauthorized Third-Party Charges that were incurred prior to
16 the Effective Date. In the case of affiliates, acquired entities, or subsidiaries, this release only
17 covers conduct occurring during the time such entities are or were affiliates or subsidiaries of
18 AT&T Mobility. Nothing contained in this Paragraph shall be construed to limit the ability of the
19 California Attorney General to enforce the obligations that Carrier and its officers, agents,
20 servants and employees acting on its behalf, have under this Judgment.

21 12. Nothing in this Judgment shall be construed to create, waive, or limit any private right
22 of action.

23 13. Notwithstanding any term of this Judgment, any and all of the following forms of
24 liability are specifically reserved and excluded from the release in Paragraph 11 as to any entity
25 or person, including Carrier:

26 a. Any criminal liability that any person or entity, including Carrier, has or may
27 have to California.
28

b. Any civil or administrative liability that any person or entity, including Carrier, has or may have to California under any statute, regulation or rule not expressly covered by the release in Paragraph 12 above, including but not limited to, any and all of the following claims:

1. state or federal antitrust violations;
2. state or federal securities violations; and
3. state or federal tax claims.

VI. GENERAL PROVISIONS

14. This Judgment is a compromise settlement of disputed issues and the consideration for this Judgment 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 Carrier 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 Judgment does not constitute a finding of law or fact, or any evidence supporting any such finding that Carrier has engaged in any act or practice declared unlawful by any laws, rules, or regulations of any state. Carrier denies any liability or violation of law and enters into this Judgment without any admission of liability. It is the intent of the parties that this Judgment shall not be used as evidence or precedent in any action or proceeding, except an action to enforce this Judgment.

15. Unless otherwise specifically provided, all actions required pursuant to this Judgment shall commence as of the Effective Date. For entities AT&T has acquired since September 2013, and in the event that AT&T Mobility acquires any new entity, AT&T Mobility shall take immediate steps to cease billing charges for all Commercial PSMS. With respect to such entities, AT&T Mobility shall provide the Consumer with access to a customer service representative who shall have access to the Consumer's account information related to Third-Party Charges for at least the prior twelve (12) months. If such information is not available, AT&T Mobility shall have twelve (12) months to come into compliance with paragraph 8(f)(1) with respect to such entities, and, while coming into compliance, respond to the Consumer's inquiry within ten (10)

1 days using any available information. As to all other requirements contained in this Judgment,
2 AT&T Mobility shall have a reasonable period of time, which in no event shall exceed six (6)
3 months, in which to bring said entity into compliance with this Judgment and during that period,
4 AT&T Mobility shall take reasonable steps to obtain Express Informed Consent before a
5 Consumer is billed for any Third-Party Charge.

6 16. Nothing in this Judgment limits Carrier's right, at its sole discretion, to provide
7 refunds or credits to Consumers in addition to what is required in this Judgment.

8 17. If the California Attorney General determines that Carrier has failed to comply with
9 any of the terms of this Judgment, and if in the California Attorney General's sole discretion the
10 failure to comply does not threaten the health or safety of the citizens of California and/or does
11 not create an emergency requiring immediate action, the California Attorney General will notify
12 Carrier in writing of such failure to comply and Carrier shall then have ten (10) business days
13 from receipt of such written notice to provide a good faith written response to the California
14 Attorney General's determination. The response shall include an affidavit containing, at a
15 minimum, either: (a) A statement explaining why Carrier believes it is in full compliance with
16 the Judgment; or (b) A detailed explanation of how the alleged violation(s) occurred; and (i) A
17 statement that the alleged breach has been addressed and how; or (ii) A statement that the alleged
18 breach cannot be reasonably addressed within ten (10) business days from receipt of the notice,
19 but (1) Carrier has begun to take corrective action to address the alleged breach; (2) Carrier is
20 pursuing such corrective action with reasonable and due diligence; and (3) Carrier has provided
21 the California Attorney General with a detailed and reasonable time table for addressing the
22 alleged violation(s).

23 18. Nothing herein shall prevent the California Attorney General from agreeing in writing
24 to provide Carrier with additional time beyond the ten (10) business day period to respond to the
25 notice provided under Paragraph 17.

26 19. Nothing herein shall be construed to exonerate any contempt or failure to comply
27 with any provision of this Judgment after the date of its entry, to compromise the authority of the
28 California Attorney General to initiate a proceeding for any contempt or other sanctions for

1 failure to comply, or to compromise the authority of the court to punish as contempt any violation
2 of this Judgment. Further, nothing in this Paragraph shall be construed to limit the authority of
3 the California Attorney General to protect the interests of California or the people of California.

4 20. Carrier shall designate one or more employees to act as the primary contact for the
5 California Attorney General for purposes of assisting the California Attorney General in
6 investigations. Carrier shall provide the California Attorney General with the name(s),
7 address(es), telephone number(s), facsimile number(s) and electronic mail address(es) of each
8 such employee.

9 21. This Judgment is intended to supplement, and does not supplant or in any way restrict,
10 the California Attorney General's subpoena power and/or investigative authority pursuant to
11 applicable law.

12 22. This Judgment does not supplant or in any way restrict the California Attorney
13 General's powers to investigate the prevalence of Unauthorized Third-Party Charges or the extent
14 to which this Judgment has affected the prevalence of Unauthorized Third-Party Charges in her
15 jurisdiction.

16 23. This Judgment does not supplant or in any way restrict Carrier's legal rights and
17 ability to demand formal legal process to protect its Consumers' privacy rights and/or to protect
18 Carrier from potential liability for disclosing or sharing such information without legal process.

19 24. All Notices under this Judgment shall be provided to the following address via First
20 Class or Electronic Mail:

21 **For the California Attorney General**

22 Sarah E. Kurtz
23 Deputy Attorney General
24 Office of the Attorney General
25 455 Golden Gate Avenue, Suite 11000
26 San Francisco, CA 94102-7004

27 **For Carrier**

28 Mark S. Collins
Senior Vice President
AT&T Mobility Services LLC
1055 Lenox Park Blvd NE, Office D245
Atlanta, GA 30319

1 *with a copy to:*

2 Office of the Senior Vice President
3 and Assistant General Counsel
4 AT&T Mobility LLC
5 1025 Lenox Park Blvd NE, Room A634
6 Atlanta, GA 30319

7 25. If any clause, provision or paragraph of this Judgment shall, for any reason, be held
8 illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any
9 other clause, provision, or paragraph of this Judgment and this Judgment shall be construed and
10 enforced as if such illegal, invalid or unenforceable clause, provision, or paragraph had not been
11 contained herein.

12 26. Nothing in this Judgment shall be construed as relieving Carrier of the obligation to
13 comply with all local, state and federal laws, regulations or rules, nor shall any of the provisions
14 of this Judgment be deemed to be permission to engage in any acts or practices prohibited by such
15 laws, regulations, or rules.

16 27. Carrier shall not participate, directly or indirectly, in any activity or form a separate
17 entity or corporation for the purpose of engaging in acts or practices in whole or in part in
18 California that are prohibited by this Judgment or for any other purpose that would otherwise
19 circumvent any term of this Judgment. Carrier shall not cause, knowingly permit, or encourage
20 any other persons or entities acting on its behalf, to engage in practices from which Carrier is
21 prohibited by this Judgment.

22 28. If the California Attorney General determines that Carrier made any material
23 misrepresentation or omission relevant to the resolution of this investigation, the California
24 Attorney General retains the right to seek modification of this Judgment.

25 29. In the event that any statute or regulation pertaining to the subject matter of this
26 Judgment is modified, enacted, promulgated or interpreted by the Federal government or any
27 Federal agency, such as the FCC, such that Carrier cannot comply with both the statute or
28 regulation and any provision of this Judgment, Carrier may comply with such statute or regulation,
and such action shall constitute compliance with the counterpart provision of this Judgment.

1 Carrier shall provide advance written notice to the Attorney General of California of the
2 inconsistent provision of the statute or regulation with which Carrier intends to comply under this
3 Paragraph, and of the counterpart provision of this Judgment that is in conflict with the statute or
4 regulation.

5 30. In the event that any statute or regulation pertaining to the subject matter of this
6 Judgment is modified, enacted, promulgated or interpreted by California, such that the statute or
7 regulation is in conflict with any provision of this Judgment, and such that Carrier cannot comply
8 with both the statute or regulation and the provision of this Judgment, Carrier may comply with
9 such statute or regulation, and such action shall constitute compliance with the counterpart
10 provision of this Judgment. Carrier shall provide advance written notice to both the Attorney
11 General of Vermont and the Attorney General of California, of the inconsistent provision of the
12 statute or regulation with which Carrier intends to comply under this Paragraph, and of the
13 counterpart provision of this Judgment that is in conflict with the statute or regulation.

14 31. To seek a modification of this Judgment for any reason other than that provided for in
15 Paragraphs 29 or 30 of this Judgment, Carrier shall send a written request for modification to the
16 addressee listed in Paragraph 24. Plaintiff shall give such petition reasonable consideration.
17 Carrier reserves all rights to pursue any legal or equitable remedies that may be available to it.

18 32. To the extent that any of the provisions contained herein permit implementation
19 beyond the Effective Date, the parties have agreed to the delayed implementation of such
20 provisions based on Carrier's representation that it is currently unable to meet the requirements of
21 such provisions and that it needs the additional specified time to develop the necessary technical
22 capabilities to come into compliance with the requirements of such provisions. Carrier agrees to
23 make good faith and reasonable efforts to come into compliance with any such provisions prior to
24 the implementation dates set by such provisions.

25 33. Carrier shall pay all court costs associated with the filing of this Judgment.

26 34. Jurisdiction is retained by the Court for the purpose of enabling any party to the
27 Judgment to apply to the Court at any time for such further orders and directions as may be
28 necessary or appropriate for the construction or the carrying out of this Judgment, to modify or

1 vacate any of the injunctive provisions hereof, for enforcement of compliance herewith, and for
2 the punishment of violations hereof, if any.

3 35. The clerk is ordered to enter this Judgment forthwith.
4

5 ORDERED AND ADJUDGED at San Francisco, California, this 8 day of October,
6 2014.
7

8 ERNEST H. GOLDSMITH

9 Judge of the Superior Court

10 ERNEST H. GOLDSMITH
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28