

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Jon Leibowitz, Chairman
William E. Kovacic
J. Thomas Rosch
Edith Ramirez
Julie Brill

RESOLUTION AUTHORIZING USE OF COMPULSORY PROCESS
IN NON-PUBLIC INVESTIGATION OF TELEPHONE-BILLED
SERVICES, AUDIOTEXT SERVICES, VIDEOTEXT SERVICES AND
MOBILE TELEPHONE-BILLED SERVICES

File 052 3139

Nature and Scope of Investigation:

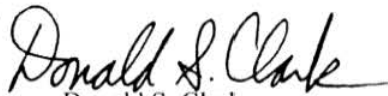
To determine whether unnamed persons, partnerships, corporations, and others engaged in the advertising, promotion, operation, offering for sale, or sale of telephone-billed services, audiotext services, videotext services, mobile telephone-billed services, or billing or collection for such services, have been or are engaged in acts or practices in violation of Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, or the Commission's Trade Regulation Rule pursuant to the Telephone Disclosure and Dispute Resolution Act of 1992, 16 C.F.R. Part 308. The investigation is also to determine whether Commission action to obtain redress of injury to consumers or others would be in the public interest.

The Federal Trade Commission hereby resolves and directs that any and all compulsory processes available to it be used in connection with this investigation for a period not to exceed five years from the date of issuance of this resolution. The expiration of this five-year period shall not limit or terminate the investigation or the legal effect of any compulsory process issued during the five-year period. The Federal Trade Commission specifically authorizes the filing or continuation of actions to enforce any such compulsory process after the expiration of the five-year period.

Authority to Conduct Investigation:

Sections 6, 9, 10 and 20 of the Federal Trade Commission Act, 15 U.S.C. §§ 46, 49, 50 and 57b-1, as amended; FTC Procedures and Rules of Practices, 16 C.F.R. Part 1.1 et seq. and supplements thereto.

By direction of the Commission.


Donald S. Clark
Secretary

Issued: August 10, 2010



CIVIL INVESTIGATIVE DEMAND
Documentary Material

1. TO WMC Global, Inc. Attn: Angela Steele 12700 Fair Lakes Circle, Suite 260 Fairfax, VA 22033	2. FROM <p style="text-align: center;">UNITED STATES OF AMERICA FEDERAL TRADE COMMISSION</p>
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This demand is issued pursuant to Section 20 of the Federal Trade Commission Act, 15 U.S.C. § 57b-1, in the course of an investigation to determine whether there is, has been, or may be a violation of any laws administered by the Federal Trade Commission by conduct, activities or proposed action as described in Item 3.

3. SUBJECT OF INVESTIGATION

See attached resolution.

You are required by this demand to produce all documentary material in the attached schedule that is in your possession, custody or control, and to make it available at your address indicated above for inspection and copying or reproduction.

4. DATE AND TIME MATERIAL MUST BE AVAILABLE	5. COMMISSION COUNSEL Katherine Worthman 202-326-2929 Federal Trade Commission 600 Pennsylvania Avenue, N.W., Mail Stop NJ-3158 Washington, DC 20580
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6. RECORDS CUSTODIAN Elizabeth Han Federal Trade Commission 600 Pennsylvania Avenue, N.W., Mail Stop NJ-3158 Washington, DC 20580	7. DEPUTY RECORDS CUSTODIAN Katherine Worthman 202-326-2929 Federal Trade Commission 600 Pennsylvania Avenue, N.W., Mail Stop NJ-3158 Washington, DC 20580
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DATE ISSUED	COMMISSIONER'S SIGNATURE
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INSTRUCTIONS AND NOTICES

The delivery of this demand to you by any method prescribed by the Commission's Rules of Practice is legal service and may subject you to a penalty imposed by law for failure to comply. The production of documentary material in response to this demand must be made under a sworn certificate, in the form printed on the second page of this demand, by the person to whom this demand is directed or, if not a natural person, by a person or persons having knowledge of the facts and circumstances relating to such production. This demand does not require approval by OMB under the Paperwork Reduction Act of 1980.

PETITION TO LIMIT OR QUASH

The Commission's Rules of Practice require that any petition to limit or quash this demand be filed within 20 days after service, or, if the return date is less than 20 days after service, prior to the return date. The original and twelve copies of the petition must be filed with the Secretary of the Federal Trade Commission, and one copy should be sent to the Commission Counsel named in Item 5.

YOUR RIGHTS TO REGULATORY ENFORCEMENT FAIRNESS

The FTC has a longstanding commitment to a fair regulatory enforcement environment. If you are a small business (under Small Business Administration standards), you have a right to contact the Small Business Administration's National Ombudsman at 1-888-REGFAIR (1-888-734-3247) or www.sba.gov/ombudsman regarding the fairness of the compliance and enforcement activities of the agency. You should understand, however, that the National Ombudsman cannot change, stop, or delay a federal agency enforcement action.

The FTC strictly forbids retaliatory acts by its employees, and you will not be penalized for expressing a concern about these activities.

A copy of the Commission's Rules of Practice is available online at <http://bit.ly/FTCRulesofPractice>. Paper copies are available upon request.

Form of Certificate of Compliance*

I/We do certify that all of the documents required by the attached Civil Investigative Demand which are in the possession, custody, control, or knowledge of the person to whom the demand is directed have been submitted to a custodian named herein.

If a document responsive to this CID has not been submitted, the objection to its submission and the reasons for the objection have been stated.

Signature _____

Title _____

Sworn to before me this day

Notary Public

*In the event that more than one person is responsible for submitting documents responsive to this demand, the certificate shall identify the documents for which each certifying individual was responsible. In place of a sworn statement, the above certificate of compliance may be supported by an unsworn declaration as provided for by 28 U.S.C. § 1746.

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COMMISSIONERS: Jon Leibowitz, Chairman
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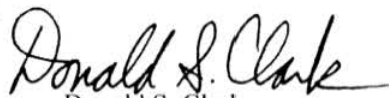
To determine whether unnamed persons, partnerships, corporations, and others engaged in the advertising, promotion, operation, offering for sale, or sale of telephone-billed services, audiotext services, videotext services, mobile telephone-billed services, or billing or collection for such services, have been or are engaged in acts or practices in violation of Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, or the Commission's Trade Regulation Rule pursuant to the Telephone Disclosure and Dispute Resolution Act of 1992, 16 C.F.R. Part 308. The investigation is also to determine whether Commission action to obtain redress of injury to consumers or others would be in the public interest.

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By direction of the Commission.


Donald S. Clark
Secretary

Issued: August 10, 2010

CONFIDENTIAL

LAW ENFORCEMENT INVESTIGATION

YOU ARE REQUESTED NOT TO DISCLOSE

This CID relates to an official, nonpublic, law enforcement investigation currently being conducted by the Federal Trade Commission. You are requested not to disclose the existence of this CID until you have been notified that the investigation has been completed. Premature disclosure could impede the Commission's investigation and interfere with its enforcement of the law. If compliance with this request may result in a permanent or temporary termination of service(s) described below, or otherwise alert the customer(s) or subscriber(s) as to your actions to produce the referenced information, please contact the Commission before taking such actions. Questions regarding the disclosure of the existence of this CID should be addressed to Katherine Worthman at (202) 326-2929.

**CIVIL INVESTIGATIVE DEMAND
SCHEDULE FOR PRODUCTION OF DOCUMENTS**

I. DEFINITIONS

As used in this Civil Investigative Demand, the following definitions shall apply:

A. “**And**,” as well as “**or**,” shall be construed both conjunctively and disjunctively, as necessary, in order to bring within the scope of any specification in this Schedule all information that otherwise might be construed to be outside the scope of the specification.

B. “**Any**” shall be construed to include “**all**,” and “**all**” shall be construed to include the word “**any**.”

C. “**CID**” shall mean the Civil Investigative Demand, including the attached Resolution and this Schedule, and including the Definitions, Instructions, and Specifications.

D. “**Company**” shall mean **WMC Global, Inc. also d/b/a WMC Global** its wholly or partially owned subsidiaries, unincorporated divisions, joint ventures, operations under assumed names, and affiliates, and all directors, officers, employees, agents, consultants, and other persons working for or on behalf of the foregoing.

E. “**Customer correspondence**” shall mean messages, such as customer complaints, sent by a subscriber or customer to his or her service provider and stored by the service provider as its own record for business purposes.

F. “**Document**” shall mean the complete original and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any written, typed, printed, transcribed, filmed, punched, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated or made, including but not limited to any advertisement, book, pamphlet, periodical, contract, correspondence, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minute, code book or label. “**Document**” shall also include all documents, materials, and information, including Electronically Stored Information, within the meaning of the Federal Rules of Civil Procedure.

G. “**Each**” shall be construed to include “**every**,” and “**every**” shall be construed to include “**each**.”

H. “**Electronically Stored Information**” or “**ESI**” shall mean the complete original and any non-identical copy (whether different from the original because of notations, different metadata, or otherwise), regardless of origin or location, of any writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations stored in any

electronic medium from which information can be obtained either directly or, if necessary, after translation by you into a reasonably usable form. This includes, but is not limited to, electronic mail, instant messaging, videoconferencing, and other electronic correspondence (whether active, archived, or in a deleted items folder), word processing files, spreadsheets, databases, and video and sound recordings, whether stored on: cards; magnetic or electronic tapes; disks; computer hard drives, network shares or servers, or other drives; cloud-based platforms; cell phones, PDAs, computer tablets, or other mobile devices; or other storage media.

I. **“FTC”** or **“Commission”** shall mean the Federal Trade Commission.

J. **“Identify”** or **“the identity of”** shall be construed to require identification of (a) natural persons by name, title, present business affiliation, present business address and telephone number, or if a present business affiliation or present business address is not known, the last known business and home addresses; and (b) businesses or other organizations by name, address, identities of natural persons who are officers, directors or managers of the business or organization, and contact persons, where applicable.

K. **“Referring to”** or **“relating to”** shall mean discussing, describing, reflecting, containing, analyzing, studying, reporting, commenting, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

L. **“You”** and **“Your”** shall mean the person or entity to whom this CID is issued and includes the “Company.”

II. INSTRUCTIONS

A. **Confidentiality:** This CID relates to an official, nonpublic, law enforcement investigation currently being conducted by the Federal Trade Commission. You are requested not to disclose the existence of this CID until you have been notified that the investigation has been completed. Premature disclosure could impede the Commission’s investigation and interfere with its enforcement of the law. If compliance with this request may result in a permanent or temporary termination of service(s) described below, or otherwise alert the customer(s) or subscriber(s) as to your actions to produce the referenced information, please contact the Commission before taking such actions. Questions regarding the disclosure of the existence of this CID should be addressed to Katherine Worthman at (202) 326-2929.

B. **Meet and Confer:** You must contact Katherine Worthman at (202) 326-2929 as soon as possible to schedule a meeting (telephonic or in person) to be held within fourteen (14) days after receipt of this CID, or before the deadline for filing a petition to quash, whichever is first, in order to discuss compliance and to address and attempt to resolve all issues, including issues relating to protected status and the form and manner in which claims of protected status will be asserted, and the submission of ESI and other electronic productions as described in these Instructions. Pursuant to 16 C.F.R. § 2.7(k), you must make available personnel with the knowledge necessary for resolution of the issues relevant to compliance with this CID, including

but not limited to personnel with knowledge about your information or records management systems, relevant materials such as organizational charts, and samples of material required to be produced. If any issues relate to ESI, you must make available a person familiar with your ESI systems and methods of retrieval.

C. **Applicable time period:** Unless otherwise directed in the specifications, the applicable time period for the request shall be from **April 1, 2012 until the date of full and complete compliance with this CID.**

D. **Claims of Privilege:** If any material called for by this CID is withheld based on a claim of privilege, work product protection, or statutory exemption, or any similar claim (*see* 16 C.F.R. § 2.7(a)(4)), the claim must be asserted no later than the return date of this CID. In addition, pursuant to 16 C.F.R. § 2.11(a)(1), submit, together with the claim, a detailed log of the items withheld. The information in the log shall be of sufficient detail to enable the Commission staff to assess the validity of the claim for each document, including attachments, without disclosing the protected information. Submit the log in a searchable electronic format, and, for each document, including attachments, provide:

1. Document control number(s);
2. The full title (if the withheld material is a document) and the full file name (if the withheld material is in electronic form);
3. A description of the material withheld (for example, a letter, memorandum, or email), including any attachments;
4. The date the material was created;
5. The date the material was sent to each recipient (if different from the date the material was created);
6. The email addresses, if any, or other electronic contact information to the extent used in the document, from which and to which each document was sent;
7. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all authors;
8. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all recipients of the material;
9. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all persons copied on the material;
10. The factual basis supporting the claim that the material is protected; and

11. Any other pertinent information necessary to support the assertion of protected status by operation of law.

16 C.F.R. § 2.11(a)(1)(i)-(xi).

In the log, identify by an asterisk each attorney who is an author, recipient, or person copied on the material. The titles, business addresses, email addresses, and relevant affiliations of all authors, recipients, and persons copied on the material may be provided in a legend appended to the log. However, provide in the log the information required by Instruction D.6. 16 C.F.R. § 2.11(a)(2). The lead attorney or attorney responsible for supervising the review of the material and who made the determination to assert the claim of protected status must attest to the log. 16 C.F.R. § 2.11(a)(1).

If only some portion of any responsive material is privileged, all non-privileged portions of the material must be submitted. Otherwise, produce all responsive information and material without redaction. 16 C.F.R. § 2.11(c). The failure to provide information sufficient to support a claim of protected status may result in denial of the claim. 16 C.F.R. § 2.11(a)(1).

E. **Document Retention:** You shall retain all documentary materials used in the preparation of responses to the specifications of this CID. The Commission may require the submission of additional documents at a later time during this investigation. Accordingly, you should suspend any routine procedures for document destruction and take other measures to prevent the destruction of documents that are in any way relevant to this investigation during its pendency, irrespective of whether you believe such documents are protected from discovery by privilege or otherwise. *See* 15 U.S.C. § 50; *see also* 18 U.S.C. §§ 1505, 1519.

F. **Petitions to Limit or Quash:** Any petition to limit or quash this CID must be filed with the Secretary of the Commission no later than twenty (20) days after service of the CID, or, if the return date is less than twenty (20) days after service, prior to the return date. Such petition shall set forth all assertions of protected status or other factual and legal objections to the CID, including all appropriate arguments, affidavits, and other supporting documentation. 16 C.F.R. § 2.10(a)(1). Such petition shall not exceed 5,000 words as set forth in 16 C.F.R. § 2.10(a)(1) and must include the signed separate statement of counsel required by 16 C.F.R. § 2.10(a)(2). **The Commission will not consider petitions to quash or limit absent a pre-filing meet and confer session with Commission staff and, absent extraordinary circumstances, will consider only issues raised during the meet and confer process. 16 C.F.R. § 2.7(k); see also § 2.11(b).**

G. **Modification of Specifications:** If you believe that the scope of the required search or response for any specification can be narrowed consistent with the Commission's need for documents or information, you are encouraged to discuss such possible modifications, including any modifications of definitions and instructions, with **Katherine Worthman at (202) 326-2929**. All such modifications must be agreed to in writing by the Bureau Director, or a Deputy Bureau Director, Associate Director, Regional Director, or Assistant Regional Director. 16 C.F.R. § 2.7(l).

H. **Certification:** A duly authorized manager of the Company shall certify that the response to this CID is complete. This certification shall be made in the form set out on the back of the CID form, or by a declaration under penalty of perjury as provided by 28 U.S.C. § 1746.

I. **Scope of Search:** This CID covers documents and information in your possession or under your actual or constructive custody or control including, but not limited to, documents and information in the possession, custody, or control of your attorneys, accountants, directors, officers, employees, and other agents and consultants, whether or not such documents and information were received from or disseminated to any person or entity.

J. **Document Production:** You shall produce the documentary material by making all responsive documents available for inspection and copying at your principal place of business. Alternatively, you may elect to send all responsive documents to Elizabeth Han, Federal Trade Commission, 600 Pennsylvania Avenue NW, Mail Stop NJ-3158, Washington, D.C. 20580. Because postal delivery to the Commission is subject to delay due to heightened security precautions, please use a courier service such as Federal Express or UPS. Notice of your intended method of production shall be given by email or telephone to Katherine Worthman, kworthman@ftc.gov and (202) 326-2929, at least five days prior to the return date.

K. **Document Identification:** Documents that may be responsive to more than one specification of this CID need not be submitted more than once; however, your response should indicate, for each document submitted, each specification to which the document is responsive. If any documents responsive to this CID have been previously supplied to the Commission, you may comply with this CID by identifying the document(s) previously provided and the date of submission. Documents should be produced in the order in which they appear in your files or as electronically stored and without being manipulated or otherwise rearranged; if documents are removed from their original folders, binders, covers, containers, or electronic source in order to be produced, then the documents shall be identified in a manner so as to clearly specify the folder, binder, cover, container, or electronic media or file paths from which such documents came. In addition, number by page (or file, for those documents produced in native electronic format) all documents in your submission, preferably with a unique Bates identifier, and indicate the total number of documents in your submission.

L. **Production of Copies:** Unless otherwise stated, legible photocopies (or electronically rendered images or digital copies of native electronic files) may be submitted in lieu of original documents, provided that the originals are retained in their state at the time of receipt of this CID. Further, copies of originals may be submitted in lieu of originals only if they are true, correct, and complete copies of the original documents; provided, however, that submission of a copy shall constitute a waiver of any claim as to the authenticity of the copy should it be necessary to introduce such copy into evidence in any Commission proceeding or court of law; and provided further that you shall retain the original documents and produce them to Commission staff upon request. Copies of marketing materials and advertisements shall be produced in color, and copies of other materials shall be produced in color if necessary to interpret them or render them intelligible.

M. **Electronic Submission of Documents:** The following guidelines refer to the production of any Electronically Stored Information (“ESI”) or digitally imaged hard copy documents. Before submitting any electronic production, You must confirm with the Commission counsel named above that the proposed formats and media types will be acceptable to the Commission. The FTC requests Concordance load-ready electronic productions, including DAT and OPT load files.

- (1) **Electronically Stored Information:** Documents created, utilized, or maintained in electronic format in the ordinary course of business should be delivered to the FTC as follows:
 - (a) Spreadsheet and presentation programs, including but not limited to Microsoft Access, SQL, and other databases, as well as Microsoft Excel and PowerPoint files, must be produced in native format with extracted text and metadata. Data compilations in Excel spreadsheets, or in delimited text formats, must contain all underlying data un-redacted with all underlying formulas and algorithms intact. All database productions (including structured data document systems) must include a database schema that defines the tables, fields, relationships, views, indexes, packages, procedures, functions, queues, triggers, types, sequences, materialized views, synonyms, database links, directories, Java, XML schemas, and other elements, including the use of any report writers and custom user data interfaces;
 - (b) All ESI other than those documents described in (1)(a) above must be provided in native electronic format with extracted text or Optical Character Recognition (OCR) and all related metadata, and with corresponding image renderings as converted to Group IV, 300 DPI, single-page Tagged Image File Format (TIFF) or as color JPEG images (where color is necessary to interpret the contents);
 - (c) Each electronic file should be assigned a unique document identifier (“DocID”) or Bates reference.
- (2) **Hard Copy Documents:** Documents stored in hard copy in the ordinary course of business should be submitted in an electronic format when at all possible. These documents should be true, correct, and complete copies of the original documents as converted to TIFF (or color JPEG) images with corresponding document-level OCR text. Such a production is subject to the following requirements:
 - (a) Each page shall be endorsed with a document identification number (which can be a Bates number or a document control

- number); and
- (b) Logical document determination should be clearly rendered in the accompanying load file and should correspond to that of the original document; and
 - (c) Documents shall be produced in color where necessary to interpret them or render them intelligible;
- (3) For each document electronically submitted to the FTC, You should include the following metadata fields in a standard ASCII delimited Concordance DAT file:
- (a) **For electronic mail:** begin Bates or unique document identification number (“DocID”), end Bates or DocID, mail folder path (location of email in personal folders, subfolders, deleted or sent items), custodian, from, to, cc, bcc, subject, date and time sent, date and time received, and complete attachment identification, including the Bates or DocID of the attachments (AttachIDs) delimited by a semicolon, MD5 or SHA Hash value, and link to native file;
 - (b) **For email attachments:** begin Bates or DocID, end Bates or DocID, parent email ID (Bates or DocID), page count, custodian, source location/file path, file name, file extension, file size, author, date and time created, date and time modified, date and time printed, MD5 or SHA Hash value, and link to native file;
 - (c) **For loose electronic documents (as retrieved directly from network file stores, hard drives, etc.):** begin Bates or DocID, end Bates or DocID, page count, custodian, source media, file path, filename, file extension, file size, author, date and time created, date and time modified, date and time printed, MD5 or SHA Hash value, and link to native file;
 - (d) **For imaged hard copy documents:** begin Bates or DocID, end Bates or DocID, page count, source, and custodian; and where applicable, file folder name, binder name, attachment range, or other such references, as necessary to understand the context of the document as maintained in the ordinary course of business.
- (4) If You intend to utilize any de-duplication or email threading software or services when collecting or reviewing information that is stored in Your computer systems or electronic storage media, or if Your computer systems contain or utilize such software, You must contact the

Commission counsel named above to determine whether and in what manner You may use such software or services when producing materials in response to this Request.

- (5) Submit electronic productions as follows:
- (a) With passwords or other document-level encryption removed or otherwise provided to the FTC;
 - (b) As uncompressed electronic volumes on size-appropriate, Windows-compatible, media;
 - (c) All electronic media shall be scanned for and free of viruses;
 - (d) Data encryption tools may be employed to protect privileged or other personal or private information. The FTC accepts TrueCrypt, PGP, and SecureZip encrypted media. The passwords should be provided in advance of delivery, under separate cover. Alternate means of encryption should be discussed and approved by the FTC.
 - (e) Please mark the exterior of all packages containing electronic media sent through the U.S. Postal Service or other delivery services as follows:

**MAGNETIC MEDIA – DO NOT X-RAY
MAY BE OPENED FOR POSTAL INSPECTION.**

- (6) All electronic files and images shall be accompanied by a production transmittal letter which includes:
- (a) A summary of the number of records and all underlying images, emails, and associated attachments, native files, and databases in the production; and
 - (b) An index that identifies the corresponding consecutive document identification number(s) used to identify each person's documents and, if submitted in paper form, the box number containing such documents. If the index exists as a computer file(s), provide the index both as a printed hard copy and in machine-readable form (provided that the Commission counsel named above determines prior to submission that the machine-readable form would be in a format that allows the agency to use the computer files). The Commission counsel named above will provide a sample index upon request.

A Bureau of Consumer Protection Production Guide is available upon request from the Commission counsel named above. This guide provides detailed directions on how to fully comply with this instruction.

N. Sensitive Personally Identifiable Information: If any material called for by these requests contains sensitive personally identifiable information or sensitive health information of any individual, please contact us before sending those materials to discuss whether it would be appropriate to redact the sensitive information. If that information will not be redacted, contact us to discuss encrypting any electronic copies of such material with encryption software such as SecureZip and provide the encryption key in a separate communication.

For purposes of these requests, sensitive personally identifiable information includes: an individual's Social Security number alone; or an individual's name or address or phone number in combination with one or more of the following: date of birth; Social Security number; driver's license number or other state identification number, or a foreign country equivalent; passport number; financial account number; credit card number; or debit card number. Sensitive health information includes medical records and other individually identifiable health information relating to the past, present, or future physical or mental health or conditions of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual.

O. Certification of Records of Regularly Conducted Activity: Attached is a Certification of Records of Regularly Conducted Activity, which may reduce the need to subpoena the Company to testify at future proceedings in order to establish the admissibility of documents produced in response to this CID. You are asked to execute this Certification and provide it with your response.

IV. SPECIFICATIONS

A. Produce the following documents related to Premium Short Messaging Service ("PSMS") that the Company provided to AT&T Mobility LLC ("AT&T") and/or T-Mobile US, Inc. ("T-Mobile"):

1. Month End Reports
2. Executive Summary Reports
3. In-Market Monitoring Reports
4. Program Violation Notices
5. Audit Reports
6. Quarterly Dashboard Reports
7. Monthly Repeat Offender Reports
8. Monthly Escalated Case Reports
9. Aggregator Consent Management Reports
10. Refund Rate Reports

- B. Produce all communications, including but not limited to emails, with AT&T or T-Mobile transmitting or discussing the documents requested in Specification A.
- C. Produce all Program Violation Notices describing Severity 0 or Severity 1 violations related to PSMS provided to CTIA from January 1, 2010 until the date of full and complete compliance with this CID.

NOTE: This CID is issued in conformance with Sections 2702 and 2703 of Title 18 of the United States Code (the Electronic Communications Privacy Act). To the extent you are a provider of electronic communication service or remote computing service, your response to this CID should not divulge a record or information pertaining to a subscriber or customer of your electronic communication service or remote computing service, other than that allowed pursuant to 18 U.S.C. § 2703(c)(2). If you have any questions, please contact FTC staff attorney Katherine Worthman at (202) 326-2929 before providing responsive information.

CERTIFICATION OF RECORDS OF REGULARLY CONDUCTED ACTIVITY
Pursuant to 28 U.S.C. § 1746

1. I, _____, have personal knowledge of the facts set forth below and am competent to testify as follows:
2. I have authority to certify the authenticity of the records produced by WMC Global, Inc. and attached hereto.
3. The documents produced and attached hereto by WMC Global, Inc. are originals or true copies of records of regularly conducted activity that:
 - a) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
 - b) Were kept in the course of the regularly conducted activity of WMC Global, Inc.;
and
 - c) Were made by the regularly conducted activity as a regular practice of WMC Global, Inc.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2013.

Signature



CIVIL INVESTIGATIVE DEMAND
Documentary Material

1. TO

Aegis Mobile LLC
Attn: John Bruner, COO
6518 Meadowridge Rd
Columbia, MD 21075

2. FROM

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

This demand is issued pursuant to Section 20 of the Federal Trade Commission Act, 15 U.S.C. § 57b-1, in the course of an investigation to determine whether there is, has been, or may be a violation of any laws administered by the Federal Trade Commission by conduct, activities or proposed action as described in Item 3.

3. SUBJECT OF INVESTIGATION

See attached resolution

You are required by this demand to produce all documentary material in the attached schedule that is in your possession, custody or control, and to make it available at your address indicated above for inspection and copying or reproduction.

4. DATE AND TIME MATERIAL MUST BE AVAILABLE

DEC 02 2013

5. COMMISSION COUNSEL

Katherine Worthman
202-326-2929
Federal Trade Commission
600 Pennsylvania Avenue, NW
Mail Stop NJ-3158
Washington, DC 20580

6. RECORDS CUSTODIAN

Elizabeth Han
Federal Trade Commission
600 Pennsylvania Avenue, NW
Mail Stop NJ-3158
Washington, DC 20580

7. DEPUTY RECORDS CUSTODIAN

Katherine Worthman
202-326-2929
Federal Trade Commission
600 Pennsylvania Avenue, NW
Mail Stop NJ-3158
Washington, DC 20580

DATE ISSUED

11-5-2013

COMMISSIONER'S SIGNATURE

INSTRUCTIONS AND NOTICES

The delivery of this demand to you by any method prescribed by the Commission's Rules of Practice is legal service and may subject you to a penalty imposed by law for failure to comply. The production of documentary material in response to this demand must be made under a sworn certificate, in the form printed on the second page of this demand, by the person to whom this demand is directed or, if not a natural person, by a person or persons having knowledge of the facts and circumstances relating to such production. This demand does not require approval by OMB under the Paperwork Reduction Act of 1980.

PETITION TO LIMIT OR QUASH

The Commission's Rules of Practice require that any petition to limit or quash this demand be filed within 20 days after service, or, if the return date is less than 20 days after service, prior to the return date. The original and twelve copies of the petition must be filed with the Secretary of the Federal Trade Commission, and one copy should be sent to the Commission Counsel named in Item 5.

YOUR RIGHTS TO REGULATORY ENFORCEMENT FAIRNESS

The FTC has a longstanding commitment to a fair regulatory enforcement environment. If you are a small business (under Small Business Administration standards), you have a right to contact the Small Business Administration's National Ombudsman at 1-888-REGFAIR (1-888-734-3247) or www.sba.gov/ombudsman regarding the fairness of the compliance and enforcement activities of the agency. You should understand, however, that the National Ombudsman cannot change, stop, or delay a federal agency enforcement action.

The FTC strictly forbids retaliatory acts by its employees, and you will not be penalized for expressing a concern about these activities.

A copy of the Commission's Rules of Practice is available online at <http://bit.ly/FTCRulesofPractice>. Paper copies are available upon request.

Form of Certificate of Compliance*

I/We do certify that all of the documents required by the attached Civil Investigative Demand which are in the possession, custody, control, or knowledge of the person to whom the demand is directed have been submitted to a custodian named herein.

If a document responsive to this CID has not been submitted, the objection to its submission and the reasons for the objection have been stated.

Signature _____

Title _____

Sworn to before me this day

Notary Public

*In the event that more than one person is responsible for submitting documents responsive to this demand, the certificate shall identify the documents for which each certifying individual was responsible. In place of a sworn statement, the above certificate of compliance may be supported by an unsworn declaration as provided for by 28 U.S.C. § 1746.

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

COMMISSIONERS: **Jon Leibowitz, Chairman**
 William E. Kovacic
 J. Thomas Rosch
 Edith Ramirez
 Julie Brill

**RESOLUTION AUTHORIZING USE OF COMPULSORY PROCESS
IN NON-PUBLIC INVESTIGATION OF TELEPHONE-BILLED
SERVICES, AUDIOTEXT SERVICES, VIDEOTEXT SERVICES AND
MOBILE TELEPHONE-BILLED SERVICES**

File 052 3139

Nature and Scope of Investigation:

To determine whether unnamed persons, partnerships, corporations, and others engaged in the advertising, promotion, operation, offering for sale, or sale of telephone-billed services, audiotext services, videotext services, mobile telephone-billed services, or billing or collection for such services, have been or are engaged in acts or practices in violation of Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, or the Commission's Trade Regulation Rule pursuant to the Telephone Disclosure and Dispute Resolution Act of 1992, 16 C.F.R. Part 308. The investigation is also to determine whether Commission action to obtain redress of injury to consumers or others would be in the public interest.

The Federal Trade Commission hereby resolves and directs that any and all compulsory processes available to it be used in connection with this investigation for a period not to exceed five years from the date of issuance of this resolution. The expiration of this five-year period shall not limit or terminate the investigation or the legal effect of any compulsory process issued during the five-year period. The Federal Trade Commission specifically authorizes the filing or continuation of actions to enforce any such compulsory process after the expiration of the five-year period.

Authority to Conduct Investigation:

Sections 6, 9, 10 and 20 of the Federal Trade Commission Act, 15 U.S.C. §§ 46, 49, 50 and 57b-1, as amended; FTC Procedures and Rules of Practices, 16 C.F.R. Part 1.1 *et seq.* and supplements thereto.

By direction of the Commission.


Donald S. Clark
Secretary

Issued: August 10, 2010

CONFIDENTIAL
LAW ENFORCEMENT INVESTIGATION

YOU ARE REQUESTED NOT TO DISCLOSE

This CID relates to an official, nonpublic, law enforcement investigation currently being conducted by the Federal Trade Commission. You are requested not to disclose the existence of this CID until you have been notified that the investigation has been completed. Premature disclosure could impede the Commission's investigation and interfere with its enforcement of the law. If compliance with this request may result in a permanent or temporary termination of service(s) described below, or otherwise alert the customer(s) or subscriber(s) as to your actions to produce the referenced information, please contact the Commission before taking such actions. Questions regarding the disclosure of the existence of this CID should be addressed to Katherine Worthman at (202) 326-2929.

**CIVIL INVESTIGATIVE DEMAND
SCHEDULE FOR PRODUCTION OF DOCUMENTS**

I. DEFINITIONS

As used in this Civil Investigative Demand, the following definitions shall apply:

- A. **“And,”** as well as **“or,”** shall be construed both conjunctively and disjunctively, as necessary, in order to bring within the scope of any specification in this Schedule all information that otherwise might be construed to be outside the scope of the specification.
- B. **“Any”** shall be construed to include **“all,”** and **“all”** shall be construed to include the word **“any.”**
- C. **“CID”** shall mean the Civil Investigative Demand, including the attached Resolution and this Schedule, and including the Definitions, Instructions, and Specifications.
- D. **“Company”** shall mean **Aegis Mobile LLC**, its wholly or partially owned subsidiaries, unincorporated divisions, joint ventures, operations under assumed names, and affiliates, and all directors, officers, employees, agents, consultants, and other persons working for or on behalf of the foregoing.
- E. **“Customer correspondence”** shall mean messages, such as customer complaints, sent by a subscriber or customer to his or her service provider and stored by the service provider as its own record for business purposes.
- F. **“Document”** shall mean the complete original and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any written, typed, printed, transcribed, filmed, punched, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated or made, including but not limited to any advertisement, book, pamphlet, periodical, contract, correspondence, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minute, code book or label. **“Document” shall also include all documents, materials, and information, including Electronically Stored Information, within the meaning of the Federal Rules of Civil Procedure.**
- G. **“Each”** shall be construed to include **“every,”** and **“every”** shall be construed to include **“each.”**
- H. **“Electronically Stored Information”** or **“ESI”** shall mean the complete original and any non-identical copy (whether different from the original because of notations, different metadata, or otherwise), regardless of origin or location, of any writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations stored in any electronic medium from which information can be obtained either directly or, if necessary, after

translation by you into a reasonably usable form. This includes, but is not limited to, electronic mail, instant messaging, videoconferencing, and other electronic correspondence (whether active, archived, or in a deleted items folder), word processing files, spreadsheets, databases, and video and sound recordings, whether stored on: cards; magnetic or electronic tapes; disks; computer hard drives, network shares or servers, or other drives; cloud-based platforms; cell phones, PDAs, computer tablets, or other mobile devices; or other storage media.

I. **“FTC” or “Commission”** shall mean the Federal Trade Commission.

J. **“Identify” or “the identity of”** shall be construed to require identification of (a) natural persons by name, title, present business affiliation, present business address and telephone number, or if a present business affiliation or present business address is not known, the last known business and home addresses; and (b) businesses or other organizations by name, address, identities of natural persons who are officers, directors or managers of the business or organization, and contact persons, where applicable.

K. **“Referring to” or “relating to”** shall mean discussing, describing, reflecting, containing, analyzing, studying, reporting, commenting, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

L. **“You” and “Your”** shall mean the person or entity to whom this CID is issued and includes the “Company.”

II. INSTRUCTIONS

A. **Confidentiality:** This CID relates to an official, nonpublic, law enforcement investigation currently being conducted by the Federal Trade Commission. You are requested not to disclose the existence of this CID until you have been notified that the investigation has been completed. Premature disclosure could impede the Commission’s investigation and interfere with its enforcement of the law. If compliance with this request may result in a permanent or temporary termination of service(s) described below, or otherwise alert the customer(s) or subscriber(s) as to your actions to produce the referenced information, please contact the Commission before taking such actions. Questions regarding the disclosure of the existence of this CID should be addressed to Katherine Worthman at (202) 326-2929.

B. **Meet and Confer:** You must contact Katherine Worthman at (202) 326-2929 as soon as possible to schedule a meeting (telephonic or in person) to be held within fourteen (14) days after receipt of this CID, or before the deadline for filing a petition to quash, whichever is first, in order to discuss compliance and to address and attempt to resolve all issues, including issues relating to protected status and the form and manner in which claims of protected status will be asserted, and the submission of ESI and other electronic productions as described in these Instructions. Pursuant to 16 C.F.R. § 2.7(k), you must make available personnel with the knowledge necessary for resolution of the issues relevant to compliance with this CID, including

but not limited to personnel with knowledge about your information or records management systems, relevant materials such as organizational charts, and samples of material required to be produced. If any issues relate to ESI, you must make available a person familiar with your ESI systems and methods of retrieval.

C. Applicable time period: Unless otherwise directed in the specifications, the applicable time period for the request shall be from **April 1, 2012 until the date of full and complete compliance with this CID.**

D. Claims of Privilege: If any material called for by this CID is withheld based on a claim of privilege, work product protection, or statutory exemption, or any similar claim (*see* 16 C.F.R. § 2.7(a)(4)), the claim must be asserted no later than the return date of this CID. In addition, pursuant to 16 C.F.R. § 2.11(a)(1), submit, together with the claim, a detailed log of the items withheld. The information in the log shall be of sufficient detail to enable the Commission staff to assess the validity of the claim for each document, including attachments, without disclosing the protected information. Submit the log in a searchable electronic format, and, for each document, including attachments, provide:

1. Document control number(s);
2. The full title (if the withheld material is a document) and the full file name (if the withheld material is in electronic form);
3. A description of the material withheld (for example, a letter, memorandum, or email), including any attachments;
4. The date the material was created;
5. The date the material was sent to each recipient (if different from the date the material was created);
6. The email addresses, if any, or other electronic contact information to the extent used in the document, from which and to which each document was sent;
7. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all authors;
8. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all recipients of the material;
9. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all persons copied on the material;
10. The factual basis supporting the claim that the material is protected; and

11. Any other pertinent information necessary to support the assertion of protected status by operation of law.

16 C.F.R. § 2.11(a)(1)(i)-(xi).

In the log, identify by an asterisk each attorney who is an author, recipient, or person copied on the material. The titles, business addresses, email addresses, and relevant affiliations of all authors, recipients, and persons copied on the material may be provided in a legend appended to the log. However, provide in the log the information required by Instruction D.6. 16 C.F.R. § 2.11(a)(2). The lead attorney or attorney responsible for supervising the review of the material and who made the determination to assert the claim of protected status must attest to the log. 16 C.F.R. § 2.11(a)(1).

If only some portion of any responsive material is privileged, all non-privileged portions of the material must be submitted. Otherwise, produce all responsive information and material without redaction. 16 C.F.R. § 2.11(c). The failure to provide information sufficient to support a claim of protected status may result in denial of the claim. 16 C.F.R. § 2.11(a)(1).

E. Document Retention: You shall retain all documentary materials used in the preparation of responses to the specifications of this CID. The Commission may require the submission of additional documents at a later time during this investigation. Accordingly, you should suspend any routine procedures for document destruction and take other measures to prevent the destruction of documents that are in any way relevant to this investigation during its pendency, irrespective of whether you believe such documents are protected from discovery by privilege or otherwise. See 15 U.S.C. § 50; see also 18 U.S.C. §§ 1505, 1519.

F. Petitions to Limit or Quash: Any petition to limit or quash this CID must be filed with the Secretary of the Commission no later than twenty (20) days after service of the CID, or, if the return date is less than twenty (20) days after service, prior to the return date. Such petition shall set forth all assertions of protected status or other factual and legal objections to the CID, including all appropriate arguments, affidavits, and other supporting documentation. 16 C.F.R. § 2.10(a)(1). Such petition shall not exceed 5,000 words as set forth in 16 C.F.R. § 2.10(a)(1) and must include the signed separate statement of counsel required by 16 C.F.R. § 2.10(a)(2). **The Commission will not consider petitions to quash or limit absent a pre-filing meet and confer session with Commission staff and, absent extraordinary circumstances, will consider only issues raised during the meet and confer process.** 16 C.F.R. § 2.7(k); see also § 2.11(b).

G. Modification of Specifications: If you believe that the scope of the required search or response for any specification can be narrowed consistent with the Commission's need for documents or information, you are encouraged to discuss such possible modifications, including any modifications of definitions and instructions, with **Katherine Worthman at (202) 326-2929**. All such modifications must be agreed to in writing by the Bureau Director, or a Deputy

Bureau Director, Associate Director, Regional Director, or Assistant Regional Director. 16 C.F.R. § 2.7(l).

H. **Certification:** A duly authorized manager of the Company shall certify that the response to this CID is complete. This certification shall be made in the form set out on the back of the CID form, or by a declaration under penalty of perjury as provided by 28 U.S.C. § 1746.

I. **Scope of Search:** This CID covers documents and information in your possession or under your actual or constructive custody or control including, but not limited to, documents and information in the possession, custody, or control of your attorneys, accountants, directors, officers, employees, and other agents and consultants, whether or not such documents and information were received from or disseminated to any person or entity.

J. **Document Production:** You shall produce the documentary material by making all responsive documents available for inspection and copying at your principal place of business. Alternatively, you may elect to send all responsive documents to Elizabeth Han, Federal Trade Commission, 600 Pennsylvania Avenue NW, Mail Stop NJ-3158, Washington, D.C. 20580. Because postal delivery to the Commission is subject to delay due to heightened security precautions, please use a courier service such as Federal Express or UPS. Notice of your intended method of production shall be given by email or telephone to Katherine Worthman, kworthman@ftc.gov and (202) 326-2929, at least five days prior to the return date.

K. **Document Identification:** Documents that may be responsive to more than one specification of this CID need not be submitted more than once; however, your response should indicate, for each document submitted, each specification to which the document is responsive. If any documents responsive to this CID have been previously supplied to the Commission, you may comply with this CID by identifying the document(s) previously provided and the date of submission. Documents should be produced in the order in which they appear in your files or as electronically stored and without being manipulated or otherwise rearranged; if documents are removed from their original folders, binders, covers, containers, or electronic source in order to be produced, then the documents shall be identified in a manner so as to clearly specify the folder, binder, cover, container, or electronic media or file paths from which such documents came. In addition, number by page (or file, for those documents produced in native electronic format) all documents in your submission, preferably with a unique Bates identifier, and indicate the total number of documents in your submission.

L. **Production of Copies:** Unless otherwise stated, legible photocopies (or electronically rendered images or digital copies of native electronic files) may be submitted in lieu of original documents, provided that the originals are retained in their state at the time of receipt of this CID. Further, copies of originals may be submitted in lieu of originals only if they are true, correct, and complete copies of the original documents; provided, however, that submission of a copy shall constitute a waiver of any claim as to the authenticity of the copy should it be necessary to introduce such copy into evidence in any Commission proceeding or court of law; and provided further that you shall retain the original documents and produce them to

Commission staff upon request. Copies of marketing materials and advertisements shall be produced in color, and copies of other materials shall be produced in color if necessary to interpret them or render them intelligible.

M. Electronic Submission of Documents: The following guidelines refer to the production of any Electronically Stored Information (“ESI”) or digitally imaged hard copy documents. Before submitting any electronic production, You must confirm with the Commission counsel named above that the proposed formats and media types will be acceptable to the Commission. The FTC requests Concordance load-ready electronic productions, including DAT and OPT load files.

- (1) **Electronically Stored Information:** Documents created, utilized, or maintained in electronic format in the ordinary course of business should be delivered to the FTC as follows:
 - (a) Spreadsheet and presentation programs, including but not limited to Microsoft Access, SQL, and other databases, as well as Microsoft Excel and PowerPoint files, must be produced in native format with extracted text and metadata. Data compilations in Excel spreadsheets, or in delimited text formats, must contain all underlying data un-redacted with all underlying formulas and algorithms intact. All database productions (including structured data document systems) must include a database schema that defines the tables, fields, relationships, views, indexes, packages, procedures, functions, queues, triggers, types, sequences, materialized views, synonyms, database links, directories, Java, XML schemas, and other elements, including the use of any report writers and custom user data interfaces;
 - (b) All ESI other than those documents described in (1)(a) above must be provided in native electronic format with extracted text or Optical Character Recognition (OCR) and all related metadata, and with corresponding image renderings as converted to Group IV, 300 DPI, single-page Tagged Image File Format (TIFF) or as color JPEG images (where color is necessary to interpret the contents);
 - (c) Each electronic file should be assigned a unique document identifier (“DocID”) or Bates reference.
- (2) **Hard Copy Documents:** Documents stored in hard copy in the ordinary course of business should be submitted in an electronic format when at all possible. These documents should be true, correct, and complete copies of the original documents as converted to TIFF (or color JPEG) images with corresponding document-level OCR text. Such a production is subject to

the following requirements:

- (a) Each page shall be endorsed with a document identification number (which can be a Bates number or a document control number); and
 - (b) Logical document determination should be clearly rendered in the accompanying load file and should correspond to that of the original document; and
 - (c) Documents shall be produced in color where necessary to interpret them or render them intelligible;
- (3) For each document electronically submitted to the FTC, You should include the following metadata fields in a standard ASCII delimited Concordance DAT file:
- (a) **For electronic mail:** begin Bates or unique document identification number ("DocID"), end Bates or DocID, mail folder path (location of email in personal folders, subfolders, deleted or sent items), custodian, from, to, cc, bcc, subject, date and time sent, date and time received, and complete attachment identification, including the Bates or DocID of the attachments (AttachIDs) delimited by a semicolon, MD5 or SHA Hash value, and link to native file;
 - (b) **For email attachments:** begin Bates or DocID, end Bates or DocID, parent email ID (Bates or DocID), page count, custodian, source location/file path, file name, file extension, file size, author, date and time created, date and time modified, date and time printed, MD5 or SHA Hash value, and link to native file;
 - (c) **For loose electronic documents (as retrieved directly from network file stores, hard drives, etc.):** begin Bates or DocID, end Bates or DocID, page count, custodian, source media, file path, filename, file extension, file size, author, date and time created, date and time modified, date and time printed, MD5 or SHA Hash value, and link to native file;
 - (d) **For imaged hard copy documents:** begin Bates or DocID, end Bates or DocID, page count, source, and custodian; and where applicable, file folder name, binder name, attachment range, or other such references, as necessary to understand the context of the document as maintained in the ordinary course of business.

- (4) If You intend to utilize any de-duplication or email threading software or services when collecting or reviewing information that is stored in Your computer systems or electronic storage media, or if Your computer systems contain or utilize such software, You must contact the Commission counsel named above to determine whether and in what manner You may use such software or services when producing materials in response to this Request.
- (5) Submit electronic productions as follows:
- (a) With passwords or other document-level encryption removed or otherwise provided to the FTC;
 - (b) As uncompressed electronic volumes on size-appropriate, Windows-compatible, media;
 - (c) All electronic media shall be scanned for and free of viruses;
 - (d) Data encryption tools may be employed to protect privileged or other personal or private information. The FTC accepts TrueCrypt, PGP, and SecureZip encrypted media. The passwords should be provided in advance of delivery, under separate cover. Alternate means of encryption should be discussed and approved by the FTC.
 - (e) Please mark the exterior of all packages containing electronic media sent through the U.S. Postal Service or other delivery services as follows:

**MAGNETIC MEDIA – DO NOT X-RAY
MAY BE OPENED FOR POSTAL INSPECTION.**

- (6) All electronic files and images shall be accompanied by a production transmittal letter which includes:
- (a) A summary of the number of records and all underlying images, emails, and associated attachments, native files, and databases in the production; and
 - (b) An index that identifies the corresponding consecutive document identification number(s) used to identify each person's documents and, if submitted in paper form, the box number containing such documents. If the index exists as a computer

file(s), provide the index both as a printed hard copy and in machine-readable form (provided that the Commission counsel named above determines prior to submission that the machine-readable form would be in a format that allows the agency to use the computer files). The Commission counsel named above will provide a sample index upon request.

A Bureau of Consumer Protection Production Guide is available upon request from the Commission counsel named above. This guide provides detailed directions on how to fully comply with this instruction.

N. Sensitive Personally Identifiable Information: If any material called for by these requests contains sensitive personally identifiable information or sensitive health information of any individual, please contact us before sending those materials to discuss whether it would be appropriate to redact the sensitive information. If that information will not be redacted, contact us to discuss encrypting any electronic copies of such material with encryption software such as SecureZip and provide the encryption key in a separate communication.

For purposes of these requests, sensitive personally identifiable information includes: an individual's Social Security number alone; or an individual's name or address or phone number in combination with one or more of the following: date of birth; Social Security number; driver's license number or other state identification number, or a foreign country equivalent; passport number; financial account number; credit card number; or debit card number. Sensitive health information includes medical records and other individually identifiable health information relating to the past, present, or future physical or mental health or conditions of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual.

O. Certification of Records of Regularly Conducted Activity: Attached is a Certification of Records of Regularly Conducted Activity, which may reduce the need to subpoena the Company to testify at future proceedings in order to establish the admissibility of documents produced in response to this CID. You are asked to execute this Certification and provide it with your response.

III. SPECIFICATIONS

A. "Subject Entities" shall mean the following:

1. AT&T Mobility LLC; and
2. T-Mobile US, Inc.

B. Produce all audit reports provided to the Subject Entities relating to Premium Short Messaging Services ("PSMS").

C. Produce all communications, including but not limited to emails, with Subject Entities transmitting or discussing the documents requested in Specification B.

NOTE: This CID is issued in conformance with Sections 2702 and 2703 of Title 18 of the United States Code (the Electronic Communications Privacy Act). To the extent you are a provider of electronic communication service or remote computing service, your response to this CID should not divulge a record or information pertaining to a subscriber or customer of your electronic communication service or remote computing service, other than that allowed pursuant to 18 U.S.C. § 2703(c)(2). If you have any questions, please contact FTC staff attorney Katherine Worthman at (202) 326-2929 before providing responsive information.

CERTIFICATION OF RECORDS OF REGULARLY CONDUCTED ACTIVITY

Pursuant to 28 U.S.C. § 1746

1. I, _____, have personal knowledge of the facts set forth below and am competent to testify as follows:
2. I have authority to certify the authenticity of the records produced by Aegis Mobile LLC and attached hereto.
3. The documents produced and attached hereto by Aegis Mobile LLC are originals or true copies of records of regularly conducted activity that:
 - a) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
 - b) Were kept in the course of the regularly conducted activity of Aegis Mobile LLC;
and
 - c) Were made by the regularly conducted activity as a regular practice of Aegis Mobile LLC.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2013.

Signature



CIVIL INVESTIGATIVE DEMAND
Documentary Material

1. TO WMC Global, Inc. Attn: Angela Steele 12700 Fair Lakes Circle, Suite 260 Fairfax, VA 22033	2. FROM <p align="center">UNITED STATES OF AMERICA FEDERAL TRADE COMMISSION</p>
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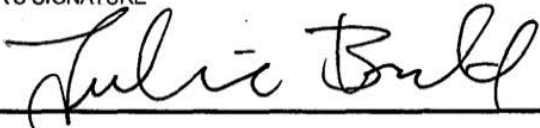
This demand is issued pursuant to Section 20 of the Federal Trade Commission Act, 15 U.S.C. § 57b-1, in the course of an investigation to determine whether there is, has been, or may be a violation of any laws administered by the Federal Trade Commission by conduct, activities or proposed action as described in Item 3.

3. SUBJECT OF INVESTIGATION See attached resolution.

You are required by this demand to produce all documentary material in the attached schedule that is in your possession, custody or control, and to make it available at your address indicated above for inspection and copying or reproduction.

4. DATE AND TIME MATERIAL MUST BE AVAILABLE <p align="center">DEC 02 2013</p>	5. COMMISSION COUNSEL Katherine Worthman 202-326-2929 Federal Trade Commission 600 Pennsylvania Avenue, N.W., Mail Stop NJ-3158 Washington, DC 20580
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6. RECORDS CUSTODIAN Elizabeth Han Federal Trade Commission 600 Pennsylvania Avenue, N.W., Mail Stop NJ-3158 Washington, DC 20580	7. DEPUTY RECORDS CUSTODIAN Katherine Worthman 202-326-2929 Federal Trade Commission 600 Pennsylvania Avenue, N.W., Mail Stop NJ-3158 Washington, DC 20580
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DATE ISSUED <p align="center">11-5-2013</p>	COMMISSIONER'S SIGNATURE 
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INSTRUCTIONS AND NOTICES

The delivery of this demand to you by any method prescribed by the Commission's Rules of Practice is legal service and may subject you to a penalty imposed by law for failure to comply. The production of documentary material in response to this demand must be made under a sworn certificate, in the form printed on the second page of this demand, by the person to whom this demand is directed or, if not a natural person, by a person or persons having knowledge of the facts and circumstances relating to such production. This demand does not require approval by OMB under the Paperwork Reduction Act of 1980.

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The FTC strictly forbids retaliatory acts by its employees, and you will not be penalized for expressing a concern about these activities.

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Form of Certificate of Compliance*

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If a document responsive to this CID has not been submitted, the objection to its submission and the reasons for the objection have been stated.

Signature _____

Title _____

Sworn to before me this day

Notary Public

*In the event that more than one person is responsible for submitting documents responsive to this demand, the certificate shall identify the documents for which each certifying individual was responsible. In place of a sworn statement, the above certificate of compliance may be supported by an unsworn declaration as provided for by 28 U.S.C. § 1746.

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Jon Leibowitz, Chairman**
 William E. Kovacic
 J. Thomas Rosch
 Edith Ramirez
 Julie Brill

**RESOLUTION AUTHORIZING USE OF COMPULSORY PROCESS
IN NON-PUBLIC INVESTIGATION OF TELEPHONE-BILLED
SERVICES, AUDIOTEXT SERVICES, VIDEOTEXT SERVICES AND
MOBILE TELEPHONE-BILLED SERVICES**

File 052 3139

Nature and Scope of Investigation:

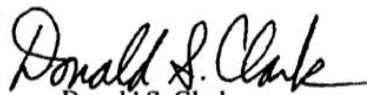
To determine whether unnamed persons, partnerships, corporations, and others engaged in the advertising, promotion, operation, offering for sale, or sale of telephone-billed services, audiotext services, videotext services, mobile telephone-billed services, or billing or collection for such services, have been or are engaged in acts or practices in violation of Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, or the Commission's Trade Regulation Rule pursuant to the Telephone Disclosure and Dispute Resolution Act of 1992, 16 C.F.R. Part 308. The investigation is also to determine whether Commission action to obtain redress of injury to consumers or others would be in the public interest.

The Federal Trade Commission hereby resolves and directs that any and all compulsory processes available to it be used in connection with this investigation for a period not to exceed five years from the date of issuance of this resolution. The expiration of this five-year period shall not limit or terminate the investigation or the legal effect of any compulsory process issued during the five-year period. The Federal Trade Commission specifically authorizes the filing or continuation of actions to enforce any such compulsory process after the expiration of the five-year period.

Authority to Conduct Investigation:

Sections 6, 9, 10 and 20 of the Federal Trade Commission Act, 15 U.S.C. §§ 46, 49, 50 and 57b-1, as amended; FTC Procedures and Rules of Practices, 16 C.F.R. Part 1.1 et seq. and supplements thereto.

By direction of the Commission.


Donald S. Clark
Secretary

Issued: August 10, 2010

CONFIDENTIAL
LAW ENFORCEMENT INVESTIGATION

YOU ARE REQUESTED NOT TO DISCLOSE

This CID relates to an official, nonpublic, law enforcement investigation currently being conducted by the Federal Trade Commission. You are requested not to disclose the existence of this CID until you have been notified that the investigation has been completed. Premature disclosure could impede the Commission's investigation and interfere with its enforcement of the law. If compliance with this request may result in a permanent or temporary termination of service(s) described below, or otherwise alert the customer(s) or subscriber(s) as to your actions to produce the referenced information, please contact the Commission before taking such actions. Questions regarding the disclosure of the existence of this CID should be addressed to Katherine Worthman at (202) 326-2929.

**CIVIL INVESTIGATIVE DEMAND
SCHEDULE FOR PRODUCTION OF DOCUMENTS**

I. DEFINITIONS

As used in this Civil Investigative Demand, the following definitions shall apply:

- A. **“And,”** as well as **“or,”** shall be construed both conjunctively and disjunctively, as necessary, in order to bring within the scope of any specification in this Schedule all information that otherwise might be construed to be outside the scope of the specification.
- B. **“Any”** shall be construed to include **“all,”** and **“all”** shall be construed to include the word **“any.”**
- C. **“CID”** shall mean the Civil Investigative Demand, including the attached Resolution and this Schedule, and including the Definitions, Instructions, and Specifications.
- D. **“Company”** shall mean **WMC Global, Inc. also d/b/a WMC Global** its wholly or partially owned subsidiaries, unincorporated divisions, joint ventures, operations under assumed names, and affiliates, and all directors, officers, employees, agents, consultants, and other persons working for or on behalf of the foregoing.
- E. **“Customer correspondence”** shall mean messages, such as customer complaints, sent by a subscriber or customer to his or her service provider and stored by the service provider as its own record for business purposes.
- F. **“Document”** shall mean the complete original and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any written, typed, printed, transcribed, filmed, punched, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated or made, including but not limited to any advertisement, book, pamphlet, periodical, contract, correspondence, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minute, code book or label. **“Document” shall also include all documents, materials, and information, including Electronically Stored Information, within the meaning of the Federal Rules of Civil Procedure.**
- G. **“Each”** shall be construed to include **“every,”** and **“every”** shall be construed to include **“each.”**
- H. **“Electronically Stored Information”** or **“ESI”** shall mean the complete original and any non-identical copy (whether different from the original because of notations, different metadata, or otherwise), regardless of origin or location, of any writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations stored in any

electronic medium from which information can be obtained either directly or, if necessary, after translation by you into a reasonably usable form. This includes, but is not limited to, electronic mail, instant messaging, videoconferencing, and other electronic correspondence (whether active, archived, or in a deleted items folder), word processing files, spreadsheets, databases, and video and sound recordings, whether stored on: cards; magnetic or electronic tapes; disks; computer hard drives, network shares or servers, or other drives; cloud-based platforms; cell phones, PDAs, computer tablets, or other mobile devices; or other storage media.

I. “**FTC**” or “**Commission**” shall mean the Federal Trade Commission.

J. “**Identify**” or “**the identity of**” shall be construed to require identification of (a) natural persons by name, title, present business affiliation, present business address and telephone number, or if a present business affiliation or present business address is not known, the last known business and home addresses; and (b) businesses or other organizations by name, address, identities of natural persons who are officers, directors or managers of the business or organization, and contact persons, where applicable.

K. “**Referring to**” or “**relating to**” shall mean discussing, describing, reflecting, containing, analyzing, studying, reporting, commenting, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

L. “**You**” and “**Your**” shall mean the person or entity to whom this CID is issued and includes the “**Company**.”

II. INSTRUCTIONS

A. **Confidentiality:** This CID relates to an official, nonpublic, law enforcement investigation currently being conducted by the Federal Trade Commission. You are requested not to disclose the existence of this CID until you have been notified that the investigation has been completed. Premature disclosure could impede the Commission’s investigation and interfere with its enforcement of the law. If compliance with this request may result in a permanent or temporary termination of service(s) described below, or otherwise alert the customer(s) or subscriber(s) as to your actions to produce the referenced information, please contact the Commission before taking such actions. Questions regarding the disclosure of the existence of this CID should be addressed to Katherine Worthman at (202) 326-2929.

B. **Meet and Confer:** You must contact Katherine Worthman at (202) 326-2929 as soon as possible to schedule a meeting (telephonic or in person) to be held within fourteen (14) days after receipt of this CID, or before the deadline for filing a petition to quash, whichever is first, in order to discuss compliance and to address and attempt to resolve all issues, including issues relating to protected status and the form and manner in which claims of protected status will be asserted, and the submission of ESI and other electronic productions as described in these Instructions. Pursuant to 16 C.F.R. § 2.7(k), you must make available personnel with the knowledge necessary for resolution of the issues relevant to compliance with this CID, including

but not limited to personnel with knowledge about your information or records management systems, relevant materials such as organizational charts, and samples of material required to be produced. If any issues relate to ESI, you must make available a person familiar with your ESI systems and methods of retrieval.

C. Applicable time period: Unless otherwise directed in the specifications, the applicable time period for the request shall be from **April 1, 2012 until the date of full and complete compliance with this CID.**

D. Claims of Privilege: If any material called for by this CID is withheld based on a claim of privilege, work product protection, or statutory exemption, or any similar claim (*see* 16 C.F.R. § 2.7(a)(4)), the claim must be asserted no later than the return date of this CID. In addition, pursuant to 16 C.F.R. § 2.11(a)(1), submit, together with the claim, a detailed log of the items withheld. The information in the log shall be of sufficient detail to enable the Commission staff to assess the validity of the claim for each document, including attachments, without disclosing the protected information. Submit the log in a searchable electronic format, and, for each document, including attachments, provide:

1. Document control number(s);
2. The full title (if the withheld material is a document) and the full file name (if the withheld material is in electronic form);
3. A description of the material withheld (for example, a letter, memorandum, or email), including any attachments;
4. The date the material was created;
5. The date the material was sent to each recipient (if different from the date the material was created);
6. The email addresses, if any, or other electronic contact information to the extent used in the document, from which and to which each document was sent;
7. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all authors;
8. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all recipients of the material;
9. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all persons copied on the material;
10. The factual basis supporting the claim that the material is protected; and

11. Any other pertinent information necessary to support the assertion of protected status by operation of law.

16 C.F.R. § 2.11(a)(1)(i)-(xi).

In the log, identify by an asterisk each attorney who is an author, recipient, or person copied on the material. The titles, business addresses, email addresses, and relevant affiliations of all authors, recipients, and persons copied on the material may be provided in a legend appended to the log. However, provide in the log the information required by Instruction D.6. 16 C.F.R. § 2.11(a)(2). The lead attorney or attorney responsible for supervising the review of the material and who made the determination to assert the claim of protected status must attest to the log. 16 C.F.R. § 2.11(a)(1).

If only some portion of any responsive material is privileged, all non-privileged portions of the material must be submitted. Otherwise, produce all responsive information and material without redaction. 16 C.F.R. § 2.11(c). The failure to provide information sufficient to support a claim of protected status may result in denial of the claim. 16 C.F.R. § 2.11(a)(1).

E. Document Retention: You shall retain all documentary materials used in the preparation of responses to the specifications of this CID. The Commission may require the submission of additional documents at a later time during this investigation. Accordingly, you should suspend any routine procedures for document destruction and take other measures to prevent the destruction of documents that are in any way relevant to this investigation during its pendency, irrespective of whether you believe such documents are protected from discovery by privilege or otherwise. See 15 U.S.C. § 50; see also 18 U.S.C. §§ 1505, 1519.

F. Petitions to Limit or Quash: Any petition to limit or quash this CID must be filed with the Secretary of the Commission no later than twenty (20) days after service of the CID, or, if the return date is less than twenty (20) days after service, prior to the return date. Such petition shall set forth all assertions of protected status or other factual and legal objections to the CID, including all appropriate arguments, affidavits, and other supporting documentation. 16 C.F.R. § 2.10(a)(1). Such petition shall not exceed 5,000 words as set forth in 16 C.F.R. § 2.10(a)(1) and must include the signed separate statement of counsel required by 16 C.F.R. § 2.10(a)(2). **The Commission will not consider petitions to quash or limit absent a pre-filing meet and confer session with Commission staff and, absent extraordinary circumstances, will consider only issues raised during the meet and confer process.** 16 C.F.R. § 2.7(k); see also § 2.11(b).

G. Modification of Specifications: If you believe that the scope of the required search or response for any specification can be narrowed consistent with the Commission's need for documents or information, you are encouraged to discuss such possible modifications, including any modifications of definitions and instructions, with **Katherine Worthman at (202) 326-2929**. All such modifications must be agreed to in writing by the Bureau Director, or a Deputy Bureau Director, Associate Director, Regional Director, or Assistant Regional Director. 16 C.F.R. § 2.7(l).

H. **Certification:** A duly authorized manager of the Company shall certify that the response to this CID is complete. This certification shall be made in the form set out on the back of the CID form, or by a declaration under penalty of perjury as provided by 28 U.S.C. § 1746.

I. **Scope of Search:** This CID covers documents and information in your possession or under your actual or constructive custody or control including, but not limited to, documents and information in the possession, custody, or control of your attorneys, accountants, directors, officers, employees, and other agents and consultants, whether or not such documents and information were received from or disseminated to any person or entity.

J. **Document Production:** You shall produce the documentary material by making all responsive documents available for inspection and copying at your principal place of business. Alternatively, you may elect to send all responsive documents to Elizabeth Han, Federal Trade Commission, 600 Pennsylvania Avenue NW, Mail Stop NJ-3158, Washington, D.C. 20580. Because postal delivery to the Commission is subject to delay due to heightened security precautions, please use a courier service such as Federal Express or UPS. Notice of your intended method of production shall be given by email or telephone to Katherine Worthman, kworthman@ftc.gov and (202) 326-2929, at least five days prior to the return date.

K. **Document Identification:** Documents that may be responsive to more than one specification of this CID need not be submitted more than once; however, your response should indicate, for each document submitted, each specification to which the document is responsive. If any documents responsive to this CID have been previously supplied to the Commission, you may comply with this CID by identifying the document(s) previously provided and the date of submission. Documents should be produced in the order in which they appear in your files or as electronically stored and without being manipulated or otherwise rearranged; if documents are removed from their original folders, binders, covers, containers, or electronic source in order to be produced, then the documents shall be identified in a manner so as to clearly specify the folder, binder, cover, container, or electronic media or file paths from which such documents came. In addition, number by page (or file, for those documents produced in native electronic format) all documents in your submission, preferably with a unique Bates identifier, and indicate the total number of documents in your submission.

L. **Production of Copies:** Unless otherwise stated, legible photocopies (or electronically rendered images or digital copies of native electronic files) may be submitted in lieu of original documents, provided that the originals are retained in their state at the time of receipt of this CID. Further, copies of originals may be submitted in lieu of originals only if they are true, correct, and complete copies of the original documents; provided, however, that submission of a copy shall constitute a waiver of any claim as to the authenticity of the copy should it be necessary to introduce such copy into evidence in any Commission proceeding or court of law; and provided further that you shall retain the original documents and produce them to Commission staff upon request. Copies of marketing materials and advertisements shall be produced in color, and copies of other materials shall be produced in color if necessary to interpret them or render them intelligible.

M. Electronic Submission of Documents: The following guidelines refer to the production of any Electronically Stored Information (“ESI”) or digitally imaged hard copy documents. Before submitting any electronic production, You must confirm with the Commission counsel named above that the proposed formats and media types will be acceptable to the Commission. The FTC requests Concordance load-ready electronic productions, including DAT and OPT load files.

- (1) **Electronically Stored Information:** Documents created, utilized, or maintained in electronic format in the ordinary course of business should be delivered to the FTC as follows:
 - (a) Spreadsheet and presentation programs, including but not limited to Microsoft Access, SQL, and other databases, as well as Microsoft Excel and PowerPoint files, must be produced in native format with extracted text and metadata. Data compilations in Excel spreadsheets, or in delimited text formats, must contain all underlying data un-redacted with all underlying formulas and algorithms intact. All database productions (including structured data document systems) must include a database schema that defines the tables, fields, relationships, views, indexes, packages, procedures, functions, queues, triggers, types, sequences, materialized views, synonyms, database links, directories, Java, XML schemas, and other elements, including the use of any report writers and custom user data interfaces;
 - (b) All ESI other than those documents described in (1)(a) above must be provided in native electronic format with extracted text or Optical Character Recognition (OCR) and all related metadata, and with corresponding image renderings as converted to Group IV, 300 DPI, single-page Tagged Image File Format (TIFF) or as color JPEG images (where color is necessary to interpret the contents);
 - (c) Each electronic file should be assigned a unique document identifier (“DocID”) or Bates reference.
- (2) **Hard Copy Documents:** Documents stored in hard copy in the ordinary course of business should be submitted in an electronic format when at all possible. These documents should be true, correct, and complete copies of the original documents as converted to TIFF (or color JPEG) images with corresponding document-level OCR text. Such a production is subject to the following requirements:
 - (a) Each page shall be endorsed with a document identification number (which can be a Bates number or a document control

- number); and
- (b) Logical document determination should be clearly rendered in the accompanying load file and should correspond to that of the original document; and
 - (c) Documents shall be produced in color where necessary to interpret them or render them intelligible;
- (3) For each document electronically submitted to the FTC, You should include the following metadata fields in a standard ASCII delimited Concordance DAT file:
- (a) **For electronic mail:** begin Bates or unique document identification number ("DocID"), end Bates or DocID, mail folder path (location of email in personal folders, subfolders, deleted or sent items), custodian, from, to, cc, bcc, subject, date and time sent, date and time received, and complete attachment identification, including the Bates or DocID of the attachments (AttachIDs) delimited by a semicolon, MD5 or SHA Hash value, and link to native file;
 - (b) **For email attachments:** begin Bates or DocID, end Bates or DocID, parent email ID (Bates or DocID), page count, custodian, source location/file path, file name, file extension, file size, author, date and time created, date and time modified, date and time printed, MD5 or SHA Hash value, and link to native file;
 - (c) **For loose electronic documents (as retrieved directly from network file stores, hard drives, etc.):** begin Bates or DocID, end Bates or DocID, page count, custodian, source media, file path, filename, file extension, file size, author, date and time created, date and time modified, date and time printed, MD5 or SHA Hash value, and link to native file;
 - (d) **For imaged hard copy documents:** begin Bates or DocID, end Bates or DocID, page count, source, and custodian; and where applicable, file folder name, binder name, attachment range, or other such references, as necessary to understand the context of the document as maintained in the ordinary course of business.
- (4) If You intend to utilize any de-duplication or email threading software or services when collecting or reviewing information that is stored in Your computer systems or electronic storage media, or if Your computer systems contain or utilize such software, You must contact the

Commission counsel named above to determine whether and in what manner You may use such software or services when producing materials in response to this Request.

- (5) Submit electronic productions as follows:
- (a) With passwords or other document-level encryption removed or otherwise provided to the FTC;
 - (b) As uncompressed electronic volumes on size-appropriate, Windows-compatible, media;
 - (c) All electronic media shall be scanned for and free of viruses;
 - (d) Data encryption tools may be employed to protect privileged or other personal or private information. The FTC accepts TrueCrypt, PGP, and SecureZip encrypted media. The passwords should be provided in advance of delivery, under separate cover. Alternate means of encryption should be discussed and approved by the FTC.
 - (e) Please mark the exterior of all packages containing electronic media sent through the U.S. Postal Service or other delivery services as follows:

**MAGNETIC MEDIA – DO NOT X-RAY
MAY BE OPENED FOR POSTAL INSPECTION.**

- (6) All electronic files and images shall be accompanied by a production transmittal letter which includes:
- (a) A summary of the number of records and all underlying images, emails, and associated attachments, native files, and databases in the production; and
 - (b) An index that identifies the corresponding consecutive document identification number(s) used to identify each person's documents and, if submitted in paper form, the box number containing such documents. If the index exists as a computer file(s), provide the index both as a printed hard copy and in machine-readable form (provided that the Commission counsel named above determines prior to submission that the machine-readable form would be in a format that allows the agency to use the computer files). The Commission counsel named above will provide a sample index upon request.

A Bureau of Consumer Protection Production Guide is available upon request from the Commission counsel named above. This guide provides detailed directions on how to fully comply with this instruction.

N. Sensitive Personally Identifiable Information: If any material called for by these requests contains sensitive personally identifiable information or sensitive health information of any individual, please contact us before sending those materials to discuss whether it would be appropriate to redact the sensitive information. If that information will not be redacted, contact us to discuss encrypting any electronic copies of such material with encryption software such as SecureZip and provide the encryption key in a separate communication.

For purposes of these requests, sensitive personally identifiable information includes: an individual's Social Security number alone; or an individual's name or address or phone number in combination with one or more of the following: date of birth; Social Security number; driver's license number or other state identification number, or a foreign country equivalent; passport number; financial account number; credit card number; or debit card number. Sensitive health information includes medical records and other individually identifiable health information relating to the past, present, or future physical or mental health or conditions of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual.

O. Certification of Records of Regularly Conducted Activity: Attached is a Certification of Records of Regularly Conducted Activity, which may reduce the need to subpoena the Company to testify at future proceedings in order to establish the admissibility of documents produced in response to this CID. You are asked to execute this Certification and provide it with your response.

IV. SPECIFICATIONS

A. Produce the following documents related to Premium Short Messaging Service ("PSMS") that the Company provided to AT&T Mobility LLC ("AT&T") and/or T-Mobile US, Inc. ("T-Mobile"):

1. Month End Reports
2. Executive Summary Reports
3. In-Market Monitoring Reports
4. Program Violation Notices
5. Audit Reports
6. Quarterly Dashboard Reports
7. Monthly Repeat Offender Reports
8. Monthly Escalated Case Reports
9. Aggregator Consent Management Reports
10. Refund Rate Reports

- B. Produce all communications, including but not limited to emails, with AT&T or T-Mobile transmitting or discussing the documents requested in Specification A.
- C. Produce all Program Violation Notices describing Severity 0 or Severity 1 violations related to PSMS provided to CTIA from January 1, 2010 until the date of full and complete compliance with this CID.

NOTE: This CID is issued in conformance with Sections 2702 and 2703 of Title 18 of the United States Code (the Electronic Communications Privacy Act). To the extent you are a provider of electronic communication service or remote computing service, your response to this CID should not divulge a record or information pertaining to a subscriber or customer of your electronic communication service or remote computing service, other than that allowed pursuant to 18 U.S.C. § 2703(c)(2). If you have any questions, please contact FTC staff attorney Katherine Worthman at (202) 326-2929 before providing responsive information.

CERTIFICATION OF RECORDS OF REGULARLY CONDUCTED ACTIVITY

Pursuant to 28 U.S.C. § 1746

1. I, _____, have personal knowledge of the facts set forth below and am competent to testify as follows:
2. I have authority to certify the authenticity of the records produced by WMC Global, Inc. and attached hereto.
3. The documents produced and attached hereto by WMC Global, Inc. are originals or true copies of records of regularly conducted activity that:
 - a) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
 - b) Were kept in the course of the regularly conducted activity of WMC Global, Inc.;
and
 - c) Were made by the regularly conducted activity as a regular practice of WMC Global, Inc.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2013.

Signature

CERTIFICATION OF RECORDS OF REGULARLY CONDUCTED ACTIVITY

Pursuant to 28 U.S.C. § 1746

1. I, _____, have personal knowledge of the facts set forth below and am competent to testify as follows:
2. I have authority to certify the authenticity of the records produced by WMC Global, Inc. and attached hereto.
3. The documents produced and attached hereto by WMC Global, Inc. are originals or true copies of records of regularly conducted activity that:
 - a) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
 - b) Were kept in the course of the regularly conducted activity of WMC Global, Inc.;
and
 - c) Were made by the regularly conducted activity as a regular practice of WMC Global, Inc.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2013.

Signature

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

101 PARK AVENUE
NEW YORK, NY 10178

(212) 808-7800

FACSIMILE

(212) 808-7887

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AUGUST HORVATH

DIRECT LINE: (212) 808-7528

EMAIL: ahorvath@kelleydrye.com

WASHINGTON, DC
LOS ANGELES, CALIFORNIA
CHICAGO, IL
STAMFORD, CT
PARSIPPANY, NJ

BRUSSELS, BELGIUM

AFFILIATE OFFICE
MUMBAI, INDIA

December 2, 2013

BY FEDERAL EXPRESS

Ms. Elizabeth Han
Federal Trade Commission
600 Pennsylvania Avenue NW
Mail Stop NJ-3158
Washington, DC 20580

Re: CID to WMC Global

Dear Ms. Han:

We represent WMC Global, Inc., in its response to the Federal Trade Commission's Civil Investigative Demand (CID) dated November 5, 2013. This letter and the accompanying documents serve as the first submission responsive to the CID.¹

Pursuant to the original subpoena, and as amended by the letter sent by J. Reilly Dolan to myself on November 25, 2013, we are providing WMC Global's responsive documents to Specifications A and C found in Section IV of the CID with respect to AT&T and CTIA. Documents responsive to Specifications A and C with respect to T-Mobile are still under review by T-Mobile and will be produced as quickly as possible. We currently expect to be able to provide the portions of the production responsive to Specification B by December 18, 2013, as requested by Mr. Dolan, and appreciate the staff's accommodation in this respect.

¹ Information within this response is highly confidential and proprietary. Any public disclosure of the documents or information contained in this non-public communication may place the company at a competitive disadvantage or otherwise cause irreparable harm. Accordingly, we request that all of the materials and information submitted that are marked as confidential be exempt from public disclosure pursuant to section 6(f) of the FTC Act, 15 U.S.C. § 46(f), Exemption 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4), and section 4.10(a)(2) of the Commission's Rules, 16 C.F.R. § 4.10(a)(2).

KELLEY DRYE & WARREN LLP

Elizabeth Han
December 2, 2013
Page Two

As requested in the CID, we are providing the documents in the form of Concordance-ready images with associated load files. If you experience any difficulty working with the documents, please so advise me, and we will be happy to provide assistance.

In addition, please feel free to contact me at any time to discuss any aspect of this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Horvath', written in a cursive style.

August Horvath

Enclosures

KELLEY DRYE & WARREN LLP

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BRUSSELS, BELGIUM

AFFILIATE OFFICE
MUMBAI, INDIA

December 3, 2013

BY FEDERAL EXPRESS

Ms. Elizabeth Han
Federal Trade Commission
600 Pennsylvania Avenue NW
Mail Stop NJ-3158
Washington, DC 20580

Re: CID to WMC Global

Dear Ms. Han:

We represent WMC Global, Inc., in its response to the Federal Trade Commission's Civil Investigative Demand (CID) dated November 5, 2013. This letter and the accompanying documents serve as the second submission responsive to the CID.¹

As discussed in my December 2, 2013 letter, we are providing WMC Global's responsive documents to Specifications A and C found in Section IV of the CID with respect to T-Mobile, as the AT&T and CTIA documents were provided in our first submission. We currently expect to be able to provide the portions of the production responsive to Specification B by December 18, 2013, as requested by Mr. Dolan, and appreciate the staff's accommodation in this respect.

As requested in the CID, we are providing the documents in the form of Concordance-ready images with associated load files. If you experience any difficulty working with the documents, please so advise me, and we will be happy to provide assistance.

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KELLEY DRYE & WARREN LLP

Elizabeth Han
December 3, 2013
Page Two

In addition, please feel free to contact me at any time to discuss any aspect of this matter.

Sincerely,



August Horvath

Enclosures

KELLEY DRYE & WARREN LLP

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WASHINGTON, DC

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CHICAGO, IL

STAMFORD, CT

PARSIPPANY, NJ

BRUSSELS, BELGIUM

AFFILIATE OFFICE

MUMBAI, INDIA

March 31, 2014

BY FEDERAL EXPRESS

Ms. Elizabeth Han
Federal Trade Commission
600 Pennsylvania Avenue NW
Mail Stop NJ-3158
Washington, DC 20580

Re: CID to WMC Global

Dear Ms. Han:

We represent WMC Global, Inc., in its response to the Federal Trade Commission's Civil Investigative Demand (CID) dated November 5, 2013. We discovered additional documents responsive to this CID and are producing them herewith as a supplemental production. This letter and the accompanying documents serve as the final submission responsive to the CID.¹

As requested in the CID, we are providing the documents in the form of Concordance-ready images with associated load files. I will send the password separately. If you experience any difficulty working with the documents, please so advise me, and we will be happy to provide assistance.


¹ Information within this response is highly confidential and proprietary. Any public disclosure of the documents or information contained in this non-public communication may place the company at a competitive disadvantage or otherwise cause irreparable harm. Accordingly, we request that all of the materials and information submitted that are marked as confidential be exempt from public disclosure pursuant to section 6(f) of the FTC Act, 15 U.S.C. § 46(f), Exemption 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4), and section 4.10(a)(2) of the Commission's Rules, 16 C.F.R. § 4.10(a)(2).

KELLEY DRYE & WARREN LLP

Elizabeth Han
March 31, 2014
Page Two

In addition, please feel free to contact me at any time to discuss any aspect of this matter.

Sincerely,



August T. Horvath

Enclosures



[PRINT](#)

Consumer Sentinel Network Complaints

Record # 1 / Consumer Sentinel Network Complaints	
Reference Number:	(b)(6)
Originator Reference Number:	(b)(6)
Language:	English
Contact Type:	Complaint
Source:	Organization
DNC?	No
Comments:	<p>I recently received a regular monthly bill from TMobile for \$8.99. I called to question the low amount. I was told a refund of some \$40 had been applied to my account as repayment for services charged that were on the bill erroneously. Upon further investigation it turns out charges of 9.99 per month had been attached to my bill from the day I added the ability to send texts to my TMobile account, Aug. 15, 2011. Apparently TMobile CSR, T. Brown (Emp. ID #176) saw fit to add MoTime Apps. to my account without my consent. It was a deliberate act on his part as the giving and receiving of a pin number had to be done to activate this service. I hardly knew how to send a text at this time, much less sign up for games and music with pin numbers involved. Starting in August of 2011 this charge of 9.99 was listed on my bill under PREMIUM SURCHARGES. For some reason, in July of 2013, TMobile suddenly took notice of these charges and decided to refund me 4 months of this MOTime. They did this of their own volition. I'm not proud to say this, but if they hadn't drawn my attention to this matter, I would have gone on paying for this service in ignorance which I neither requested nor benefited from unless they had called my attention to it. It appears to me that TMobile suddenly realized this for the fraudulent charge it is and 'threw me a bone'. They refunded me approx. 4 months of MOTime. I want another 20 months, or \$200, given me as credit. I charge TMobile and MoTime with collusion by signing customers up for services they do not request. It was obviously a fraudulent practice as TMobile saw fit to refund me some money of their own accord. I have contacted both TMobile and MoTime. MoTime is 'filing a request for repayment' on their end but since it is a company with no discernible physical address I hold out little hope. CSR Sierra at TMobile hung up on me before saying I should have checked my bills closer. I see TMobile as the primary source of my problem. Account Number: (b)(6) --- Additional Comments: DesiredSettlementID: Other (Requires Explanation) \$200 put on my account at TMobile.</p>
Was the complaint resolved?:	Yes
Complaint Resolution:	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.
Data Reference:	
Entered By:	BBBSEAT-USER
Entry Date:	8/12/2013
Updated By:	BBBSEAT-USER
Updated Date:	3/7/2014
Complaint Source:	BBB WA DuPont
Product Service Code:	Mobile: Other
Amount Requested:	
Amount Paid:	
Payment Method:	
Agency Contact:	External Agency
Complaint Date:	8/12/2013
Transaction Date:	
Initial Contact:	
Initial Response:	
Statute/Rule:	
Law Violation:	
Topic:	
Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:	
Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	
Cross Border Complaint?:	No
Consumer Information	

Consumer			
Complaining Company/Org:			
First Name:	(b)(6)	Last Name:	(b)(6)
Address 1:		Address 2:	
City:	TUCSON	State:	Arizona
Zip:	(b)(6)	Country:	UNITED STATES
Home Number:	(b)(6)	Work Number:	(b)(6)
Fax Number:		Ext:	
Email:	(b)(6)	Age Range:	
Military Service Branch:		Soldier Status:	
Soldier Station:			
Subject			
Subject:	T-mobile Usa Inc		
Address:	12920 SE 38th St		
City:	Bellevue	State/Prov:	Washington
ZIP:		Country:	United States
Email:		URL:	www.t-mobile.com
Area Code:	800	Phone Number:	9378997
Ext:		Subject ID Type:	
Subject ID Issuer State:		Subject ID Issuer Country:	
Representative Name:	Exec. Customer Relat Attention: Angela Baca		Title:





[PRINT](#)

Consumer Sentinel Network Complaints

Record # 3 / Consumer Sentinel Network Complaints			
Reference Number:	(b)(6)	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?	N
Comments:	I had a 3rd party post an unauthorized charge to my phonebill. While the charge was not large, \$3.99 it was also not reversable. I had to contact support about what it was about. The phone bill provided only the highest level summary and said only: "Non-refundable CandyRufusG" As the responsible party for the phone bill , I was told that even though it was not authorized by me, it was not reversable. A 3.99 triumph for business. Most of these probably don't even get recognized by consumers but then again why should they. Because we are powerless to do anything about it. I had only one option. Block all such further charges which I did. Only someone like the FTC has the muscle to get a large carrier like this to give the consumer better protection against this kind of activity. Thank you for being there to help protect consumers.		
Was the complaint resolved?:		Complaint Resolution:	
Data Reference:			
Entered By:	FTCCIS-FTCUSER	Entry Date:	1/4/2014
Updated By:		Updated Date:	
Complaint Source:	FTC Online Complaint Assistant (CIS)	Product Service Code:	Mobile: Unauthorized Charges or Debits
Amount Requested:	\$4.00	Amount Paid:	\$4.00
Payment Method:	Phone Bill - Mobile Devices	Agency Contact:	Internet
Complaint Date:	1/4/2014	Transaction Date:	12/25/2013
Initial Contact:	Internet Web Site	Initial Response:	Phone: other
Statute/Rule:	FTC Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No

Consumer Information

Consumer			
Complaining Company/Org:		Last Name:	(b)(6)
First Name:	(b)(6)	Address 2:	
Address 1:	(b)(6)	City:	Alpine
City:	Alpine	State:	Utah
Zip:	(b)(6)	Country:	UNITED STATES
Home Number:	(b)(6)	Work Number:	(b)(6)
Fax Number:		Ext:	
Email:	(b)(6)	Age Range:	40 - 49

Military Service Branch:		Soldier Status:	
Soldier Station:			
Subject			
Subject:	T-mobile		
Address:			
City:		State/Prov:	
ZIP:		Country:	United States
Email:		URL:	t-mobile.com
Area Code:		Phone Number:	
Ext:		Subject ID Type:	
Subject ID Issuer State:		Subject ID Issuer Country:	
Representative Name:	Carlos noknown	Title:	Customer Service





CIS COMPLAINT

Record 1 of 36	
Reference Number	(b)(6)
Created Date	07/05/2013
Complaint Source	FTC Online Complaint Assistant (CIS)
Originator Reference Number	
Language	English
Contact Type	Complaint
Data Source	Consumer
DNC?	N
Entered By	FTCCIS-FTCUSER
Entered Date	07/05/2013
Updated By	
Updated Date	
Agency Contact	Internet
Complaint Date	07/05/2013
Transaction Date	
Member of armed forces or dependant?	N
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	(b)(6)
Consumer Salutation	
Consumer Address, Line 1	(b)(6)
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	Tucson
Consumer Address, State Code	AZ
Consumer Address, State Name	Arizona
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	

Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA
Company Address, Line 1	
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	
Company Address, State Code	
Company Address, State Name	
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	

Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	
Company Phone, Number	
Company Phone, Extension	
Company Email	
Company Website	
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	
Company Rep Middle Name	
Company Rep Last Name	
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045 9046
Complaint Info Product Service Description	Mobile: Other Telephone: Other

Complaint Info Law Violation Code	DDM
Complaint Info Law Violation Description	Deception/Misrepresentation
Complaint Info Statute Code	P
Complaint Info Statute Description	FTC Act Sec 5 (BCP)
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	<p>My wife and I have been T-Mobile (TM) cell phone customers for about 16 years. Unfortunately, in late summer 2012, a third company began to apply a monthly \$9.99 charge to our TM account for a service we did not authorize. TM was slow in removing this charge and in preventing its future application. In that period, I asked my credit card issuer American Express (AE) to coordinate with TM to remove any unjustified charges to our account. Hence began a process/relationship which has really been frustrating and needlessly costly. Specifically, AE would pull back from TM what it concluded were inappropriate charges. Then, TM would charge us late fees/penalties for not fully paying our balance. And the cycle would begin again. Over the course of time since early fall 2012, this resulted in TMs suspending our cell phone service on several occasions and charging us restore fees which, it seems, AE would pull back again. Earlier this year, TM denied us the right to use any credit card to pay our monthly bills but did not inform us of this. In fact, the monthly paper bills we received continued to state and still do we were in TMs Easy Pay program and we should not pay directly because the charge would be applied to our credit card. Not knowing of TMs secret decision, we were late in paying our bill so more late fees were applied. And more AE pull backs. I have to go to a TM contractor store in Tucson each month to pay our bill in cash. On 22 April this year, TM completely cancelled our plan, charged us an early cancellation fee, and then, on the same day, charged us a restore fee. All this without notification to us until we</p>

received our monthly statement. Also, in late spring, TM began to charge us for a special high speed data download capability which we did not request and for which we have absolutely no need. I have provided TM this complaint in written, email, and online chat forms telephone communication and in a TM store. In most cases, the TM representative begins the communication by stating he or she will resolve the problem but its quickly clear no one has the authority to resolve the issue. Our TM plan ends on 24 Sep but, for example, a TM contractor store staffer told me today he cant read my online file and state why that is the specific date nor can he state why our plan was cancelled and restored on 22 Apr nor explain the data download capability we did not request. I hope you will engage in this issue and, perhaps, your involvement will lead to a complete resolution. All we want is to pay the amount per month which we paid for years before the small, unauthorized charge first appeared. No more and no less. My wife and I leave on 7 July for a month long trip in Europe. I hope you will look into this matter and contribute to a resolution in early August. Thank you very much. (b)(6) COL (ret) and LTC (ret), US Army (b)(6) (b)(6) Tucson, AZ (b)(6) (b)(6) EarthLink Revolves Around You.

Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	
Complaint Info Fair Resolution Description	

Record 2 of 36	
Reference Number	(b)(6)
Created Date	06/17/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)

Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	06/17/2013
Updated By	BBBSEAT-USER
Updated Date	10/28/2013
Agency Contact	External Agency
Complaint Date	06/17/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	(b)(6)
Consumer Salutation	
Consumer Address, Line 1	(b)(6)
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	SAN ANTONIO
Consumer Address, State Code	TX
Consumer Address, State Name	Texas
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	

Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact	

Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	<p>T-Mobile allowed a 3rd party business, SendMe Ringtones, to make UNAUTHORIZED charges to my T-Mobile account on 1 Sept 2012. In March 2013 after realizing I was being charged \$9.99 extra each month, I asked T-Mobile for help and they said I needed to take my complaint to SendMe Ringtones. SendMe only paid half of the \$59.94 I was owed saying my time limit had run out. Left with no alternative to recover the monies owed to me, I disputed my T-Mobile bill charge with my credit card company. After filing BBB and FCC complaints against SendMe, we (T-Mobile, SendMe, & I) resolved the issue. I then set things right by paying all money owed back to T-Mobile minus SendMe charges. However, T-Mobile put me in a PERMANENT CASH ONLY status even though their accounts show that I've paid my bill on time -- with</p>

	my credit card even being on cash only status at T-Mobile stores because I can no longer use EZ pay. I am treated as if I am a bad customer every time I call -- which has been about 20 trying to seek resolution and restoration of EZ pay. I have a letter from my credit card company stating that I am in good standing. I have been a T-Mobile customer as the main account holder since 2009 and was on my husband's account since 2006. I reached out to the BBB in order to try and restore my faith back in T-Mobile. --- Additional Comments: Restoration of EZ pay for my account.
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.

Record 3 of 36	
Reference Number	(b)(6)
Created Date	06/12/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	06/12/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	06/12/2013
Transaction Date	

Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	(b)(6)
Consumer Salutation	
Consumer Address, Line 1	(b)(6)
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	CHANDLER
Consumer Address, State Code	AZ
Consumer Address, State Name	Arizona
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St

Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	

Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	<p>There is couple of issues I will like to inform about T-mobile. I have been with this company since July 26, 2007, we never notice or have any problems that I ever remember, or never pay attention. first issue is that lately I have been checking my bill, and have notice that since July 2012 or even longer, unfortunately cant view any bills previous that that, a charge of \$9.99 has been charged to my account from line that ends (b)(6) which is my husband line. I have called T-mobile about 4 times about this issue, first time about six months ago, I was told that this is a charge of some type of app that my husband uses, but they cant tell us, the source, but I was told that there was a way to block it and we will get a refund. Just about 15 days ago I called them again questioning why my bill always is high and vary, and for my surprise there that charge again, that shows in my bill as premium charge, and once again I was told the same thing, they will block it again and get refund. I told representative I thought I have block it long time again, she reply to me, unfortunately that charge has been in others people bill as well, and they dont know that is the source of it, that she will block it again and give me a refund. I told her \$9.99 charge is been there for a while , that is will get refund for all that time, and she reply they can</p>

Complaint Info Comments	<p>only go refund 3 months back, I did not get into arguments with her, I said all right, thats is fine. Once again today almost 15 days after I get my bill and that charge is there once again and no refund has been issue, I called and I was told that when I placed the previous call this new bill was already generated. I have checked every single bill since July 2012, and I do not show any refund issue to me, and the same charge is been there. I will assume if this charge was blocked originally few months ago, why still showing does every month in my account and no refund has been issue. I dont this is fair people get charged of some random stuff and they dont</p> <p>Product_Or_Service: Other /samsung Galaxy/Shared Ulimited Value talk & Text</p> <p>Account_Number: (b)(6)</p> <p>(b)(6) -- Additional Comments: DesiredSettlementID: Other (Requires Explanation)I will like to get every single refund that this person, company, whatever, whoever has been charging my account for more than a year. I will like T-mobile to fix all these issues and to protect their clients by creating a feature where allows each costumer to do not allow something like this. Or at least able to track who is this, what is this company that has got more than 300 dollars from me, why does T-mobile has no way to find out a name. What if T-mobile Company is been charging this amount for themselves. Who assure me this is what not really happening.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 4 of 36	
Reference Number	(b)(6)
Created Date	06/17/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	06/17/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	06/17/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	(b)(6)
Consumer Salutation	
Consumer Address, Line 1	(b)(6)
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	OAK BROOK
Consumer Address, State Code	IL
Consumer Address, State Name	Illinois
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	

Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	

Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	<p>I moved to the Chicago area for work in November of 2012. At that time, I decided to get a Hotspot device and service from T-Mobile with a 2 year contract. I was hesitant about signing a 2 year contract as I would need to move out of the country after a few months. But the T-Mobile associate working in the Oak Brook Terrace store advised that T-Mobile could waive the early the termination fee if necessary documents are submitted. At around March of 2013, I notified T-Mobile about my canceling the account as I needed to move out of the country. Per the associate's request, I submitted (</p>

Complaint Info Comments

via fax and mail) a copy of my ID, relocating letter, in addition to a copy of the letter with a foreign address as a proof of moving. As they requested, I submitted all of the documents via the fax number (b)(6) (b)(6), as fax was the only option to submit any documents. After I faxed in my documents, I followed up with the customer service representative on 5-6 times to confirm whether my documents were received from their department. No representatives could confirm whether my documents were received even after the standard 8-10 business day turnaround time I was given from the representatives. I ended up moving out of the country at the end of April of 2013 without getting any confirmation from T-mobile regarding the receipt of my faxes. Since I didn't receive any notices, I naturally thought my account was closed out with early termination fee being waived. After 2 months of thinking that my account was closed, I found out today (6/15/2013) that my account was never closed out but was temporarily suspended; account was not closed out yet as T-mobile was still awaiting for my documents to be submitted. T-Mobile neglected to send any notices to me that my account was not closed out. Rather, they collected a monthly fee of \$9.99 to keep the account on a suspension mode. I submitted the required documents three times, and I do not understand why T-Mobile denies receiving the forms. Product_Or_Service: Other //HotspotAccount_Number: (b)(6) (b)(6) -- Additional Comments: DesiredSettlementID: Other (Requires Explanation) I would like T-Mobile to waive the two months of \$9.99 as account was on a suspension mode and never closed out as I requested. I also would like them to refund my \$200 early termination fee. I submitted the

	required forms via fax three times, and I do not think I need to be penalized for T-mobile's negligence. I still have the forms I faxed to T-mobile.
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.

Record 5 of 36	
Reference Number	(b)(6)
Created Date	06/18/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	06/18/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	06/18/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	(b)(6)
Consumer Salutation	

Consumer Address, Line 1	(b)(6)
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	LOMA LINDA
Consumer Address, State Code	CA
Consumer Address, State Name	California
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	(b)(6)
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	

Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	

Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law	

Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	<p>I have a \$49.99 preferred voice plan with T-Mobile. With 3 lines. On 3/25/13; T-mobile ended all subsidy contracts for T-mobile customers http://articles.latimes.com/2013/mar/25/business/la-fi-tn-tmobile-ends-phone-subsidies-20130325 Customers who had contracts and plans prior to 3/25/13 qualified for a \$5 credit for EACH voice line, in lieu of a subsidy upgrade, this includes 2 of my lines that qualified on 6/14/13. So I should have a \$5 add-a-line (down from \$10) and a \$5 off the voice plan. One line does not qualify at this time. He said that there is no way to get the \$5 voice add-a-line credit. It cannot stand alone. I told him that I had friends that managed to get that, and he then clarified that the features were dropped 3 weeks ago. I got upset and said there should be some perk to remaining on t-mobile, without the subsidy upgrade and no voice credit. The rep did acknowledge that I had 9 years with T-Mobile, as well as perfect payment history. The rep claimed that there is no way to apply for the Bridge to Value credit anymore. I really am not happy if I am getting burned out of a subsidy, and burned out of a BTV credit. I am really unhappy, no more promised subsidy upgrade, and no more \$5 credit. Product_Or_Service: Nokia /Nokia 3220/Shared Preferred FT 600 NW Account_Number: (b)(6) --- Additional Comments: DesiredSettlementID: Other (Requires Explanation) I would like the \$9.99 add-a-line charge to get reduced to the promised \$5 BTV add a line. Also, voice plan should receive an additional \$5. BTV credit, as it now qualifies.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	

Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.

Record 6 of 36	
Reference Number	(b)(6)
Created Date	07/11/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	07/11/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	07/11/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	(b)(6)
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	BROOKLYN
Consumer Address, State Code	NY
Consumer Address, State Name	New York
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area	(b)(6)

Code	(b)(6)
Consumer Home Phone, Number	(b)(6)
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	

Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	over the past few months I have been receiving my bill with an extra \$9.99 usage charge. When I inquired about this extra fee I was informed that it was a ring tone download. I advised the rep that I did not authorize or make this purchase. They apologized to me and informed me that they would put a block on all purchases at my

Complaint Info Comments	<p>request and refund me the \$9.99 which they did. The next month the charge appeared again. I called again and got the same response. They would cancel this charge and block it from happening again. I now received my bill again and the charge was still on there. This time the rep would not refund my \$9.99 saying that I have to pay it. She did confirm that there is a block on my account for these charges to occur but could not clearly explain why it is still appearing on my bill. Account Number: (b)(6) (b)(6) -- Additional Comments: DesiredSettlementID: Other (Requires Explanation) I would like the \$9.99 taken off the bill immediately. I would like the account blocked from ANY purchases. I would also like a free month of service for my hassle and my wasted time. I should not have had to call 3 times to deal with the same stupid issue. what they are doing is fraud.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 7 of 36	
Reference Number	(b)(6)
Created Date	07/02/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	07/02/2013
Updated By	BBBSEAT-USER

Updated Date	10/28/2013
Agency Contact	External Agency
Complaint Date	07/02/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	CORDOVA
Consumer Address, State Code	TN
Consumer Address, State Name	Tennessee
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining	

Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	

Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	<p>We were customers with T-Mobile for 8 years. We decided to switch phone companies. My wife called and talked to Marty on 2/15/13 to ask about a 9.99 charge. During that same phone conversation, she asked about what we needed to do to cancel. He informed her that as long as we canceled after April 21st, there would be no charges or fees due. We switched companies on April 26th, expecting to pay for the few days in the month. Later we got our May bill for the full amount. My wife called and spoke with Alyssa on 5/30/13 in regards to the full bill. She stated first stated that the pro-rated charge would be \$24.74 for the 4 days of service but then she recounted her previous statement and said that the best that t-mobile could do was \$103.53. She explained that she talked to Marty earlier and received different information. She was then transferred to a supervisor, Joe. Joe said that he didn't see a conversation with Marty on the computer. At the time she didn't have the call info with Marty. She told Joe that she could call him back with that information. On 5/31/13 she called back for Joe and talked to Kevin. Kevin informed her</p>

Complaint Info Comments	<p>that Joe was not available, but he would email Joe all of the information. Kevin said that it would take at least 72 hours to hear back from Joe, but that Joe would contact us back. She called back to talk to Joe on 6/14/13 and talked to Jasmine and paid \$25.00, the pro-rated amount quoted originally by Alyssa, and would wait to hear back from Joe. She got a confirmation number, (b)(6) to make sure that she noted on the account that she was only paying this amount until she heard back from Joe. She received 2 phone calls from T-Mobile Collections and she explained the whole situation to both people that called. On 7/1/13, we received a Final Notice letter, stating that we would be sent to collections if the full amount was not paid within 10 days of the date of the letter. She called on 7/1/13 and talked to Stephanie, and then was transferred to the dispute department and talked to Ken. Ken stated that he saw all of the phone conversations on our account. He said that they have the right to charge us the full amount. Ken stated that Marty gave us wrong information in February. --- Additional Comments: We are just trying to pay what we owe, the \$24.74. Why are we having to pay more money because an employee of a company gives wrong information out. We have still never heard from Joe. T-Mobile isn't holding up to their end of the word, why should I pay them more money.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional

BBB assistance.

Record 8 of 36	
Reference Number	(b)(6)
Created Date	06/27/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	06/27/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	06/27/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	WILMINGTON
Consumer Address, State Code	DE
Consumer Address, State Name	Delaware
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)

Consumer Work Phone, Number	(b)(6)
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing	

Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	Hi, My bill is automatically paid via a credit card. This month my card bill reflected a payment \$9.99 higher. After checking, I realized my current charge also reflected a \$9.99 higher bill. I reviewed my bill and found a charge by a company R & D Media of \$9.99. I contacted T-Mobile and they could not tell me who this company is or how I come to getting charged. I receive many e-mails from T-Mobile, you would think they would alert me when someone is trying to add a charge, when the company is not part of T-Mobile. I checked on line for this

Complaint Info Comments	<p>company and it appears they are from another country and a lot of complaints come up regarding unauthorized charges. After 2 calls T-Mobile is giving me a credit. How do we alert T-Mobile that this is not a good practice to collect for unauthorized charges. Thank you</p> <p>Product_Or_Service: Other Account_Number: (b)(6)</p> <p>- Additional Comments: DesiredSettlementID: Other (Requires Explanation) Inform T-Mobile that allowing other companies to come in and apply unauthorized charges to their customer's bill is not right. It does not make for a happy T-Mobile customer who they could loose. There should be a law that makes a company get authorization from their customers before hand. (b)(6)</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 9 of 36	
Reference Number	(b)(6)
Created Date	07/02/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	07/02/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	07/02/2013

Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	SUN VALLEY
Consumer Address, State Code	NV
Consumer Address, State Name	Nevada
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc

Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid	

Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	<p>When I started this service I signed up nfor a plan that supposedly gave you 15% extra for large refills,i.e. \$50 to \$100. Several years ago these people quit doing that although they insist they do. They must think I can't count! So I switched to a plan that supposedly offers 1500 minutes and 30 mb of data for 30 days. Of course the service is shut down at 29 days,and the data is so lousy that most of it is wasted trying to get to the website you want. I am a disbled veteran who was hurt on the job and I get paid my Social Security on the 3rd of the month. While this plan I am on should be cheap,it is obviously not what was stated! By reasonable standards,they owe me thousands of minutes from the old plan,and many days on this newer one. Why can't I just set up an automatic bill pay with my bank and get reasonable service? Instead I am also getting dinged for \$9.99 for something that is not even allowed on this account! When i tried to set up an autopay with my bank,they took the money and refused to credit me with any time or return the money! Eventually,thier bank and my bank decided it was fraud and returned my money. These people need to grow up or get out of business!Product_Or_Service: Siemens //Account_Number: (b)(6)</p> <p>(b)(6) -- Additional Comments:</p>

	DesiredSettlementID: Other (Requires Explanation)redress on all these issues.
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.

Record 10 of 36	
Reference Number	(b)(6)
Created Date	07/15/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	07/15/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	07/15/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	PHILADELPHIA
Consumer Address, State Code	PA
Consumer Address, State Name	Pennsylvania

Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800

Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	1-3-2013 needed to replace old cell

Complaint Info Comments

phone Purchased Galaxy D Blaze
4G- 378 Accessories-
46 Total (including taxes)
\$424 Customer Service Contacted
on: 2/5/13 2/7/13 2/12/13 3/18/13 Got
tired of calling 5/31/13 with 5
incidents Calls were all regarding
consistent dropped calls and lack of
data service for extended periods
with primary usage in my
home Service ported on 6/15/13; on
6/14/13 one call was dropped three
times (NOTE- Verizon Wireless-
with the same usage patterns- has
dropped calls ZERO times and data
service WORKS 99.8%) On 6/3/13 I
received a final notice or they were
sending bill to collections for a bill I
never received regarding the
balance of the equipment charge On
7/5/13 received final bill with one
month payment due for a bill I never
received and the last month bill
which is incorrect. When I asked the
customer service to credit my
account for consistently poor
service they stated that the charges
were legitimate and therefore no
credit. The Complaint: Tmobile
stated that their network had
improved whereas in fact it has
consistently dropped calls and
been inoperable. Twice bills were
not received necessitating I drop
other obligations to attend to the bill
so that my account did not go to
collections. Most importantly, I will
lose at least 30% in reselling the
device The final bill was to have
deducted 9.99 for a service I did not
agree to pay for and was to have
been blocked according to the
5/31/13 customer service call. Also, I
was charged for 8 days after having
ported the
service. Account Number: (b)(6)
(b)(6) Additional Comments:
Desired Settlement ID: Other
(Requires Explanation) The
request: Charges will be paid by
close on Monday 6/15/13 as to not
necessitate handling a collections
notice. I request a refund for: 30% of
device cost with tax in the amount

	of: \$124 Removal of the \$9.99 charge for unrequested services: 9.99 Proper billing -8 days + Tax (10%): 17.60 Total: \$151.59
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 11 of 36	
Reference Number	(b)(6)
Created Date	07/08/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	07/08/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	07/08/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	(b)(6)
Consumer Last Name	(b)(6)
Consumer Salutation	(b)(6)
Consumer Address, Line 1	(b)(6)
Consumer Address, Line 2	(b)(6)
Consumer Address, Line 3	(b)(6)
Consumer Address, City	OVIEDO
Consumer Address, State Code	FL
Consumer Address, State Name	Florida
Consumer Address, Country Code	USA

Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997

Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	Tmobile has been charging me additional unapproved amount of

Complaint Info Comments

\$9.99 for 13 months. We did not approve any charges to be added to our account and did not even notice this charge as it was hidden under 'Other Fees - Premium Services'. We thought this was a simple charge for insuring our devices, and that is what we were told when we asked about this charge a Tmobile representative. It took about 20 minutes on the phone with T-mobile to drill down into this charge just to find out it was for SendMe service that we never even heard off, did not utilize, and certainly did not authorize. At that point, the manager (Vicente) on 7/6 at 11:32 pm suggested, I must have loaned my phone to someone to sign me up for some service. When I clearly stated I have not, he then suggested that I must have either forgotten about signing up or that I should have received a text message asking me if I would like to unsubscribe from this unauthorized service. I advised him that I never respond to text messages from unknown senders, especially if it references something I have never heard off. Vicente dared to suggest that a normal person would have responded. The bottom line is, I authorized to be billed certain amount and was charged \$130 more without any approval. Even worse, there was no way to cancel this service online-only by calling customer care. The customer service I received was absolutely disappointing. I run a business and pay T-mobile thousands of dollars each year, just to get a response there is nothing they will do for me, that I will need to investigate this on my own? How? Again it is Tmobile, who is charging me more money than our contract states. If anything they seem quite supportive of shady practices if they allow companies to get money out of consumers even without ones credit card - all they need is our phone number, and a

	willing cell phone provider, who chooses to close eyes and add more charges to their customer bills!!! If I call a bank that someone was stealing money from my account, they will stand behind their institution, refund me stolen money and black list this vendor. Tmobile should be no different.Account_Number: (b)(6) (b)(6) -- Additional Comments: DesiredSettlementID: Other (Requires Explanation)Immediate credit for overcharging me \$130 for 'Premium Service' (whatever it means - no additional service was requested, nor received).
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 12 of 36	
Reference Number	(b)(6)
Created Date	07/23/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	07/23/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	07/23/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)

Consumer Middle Name	
Consumer Last Name	(b)(6)
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	NEW YORK
Consumer Address, State Code	NY
Consumer Address, State Name	New York
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE

Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045

Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	<p>To whom it may concern,I have been with T Mobile for the entire duration of my cell phone life, approximately 9 1/2 years. About 14 months ago, I contacted the company as I was unhappy with their service. I was paying for a landline that wasn't working, couldn't work anymore as routers connected with it were not for sale anymore. I was ready to end my account. The representative talked me into staying, gave a new phone, all under the condition I would keep the non working landline for \$9.99. After 2 months my bills were inflated, \$39, \$50, every month a new charge and all ridiculous. For instance, I would be charged blackberry data on the non working landline, text messages, etc. Every month I had to call and stay on the phone for long times to settle back to the original amount. Finally I was told they were not willing to take these charges off my account, I had to write a request to go back to what originally was discussed, namely \$9,99 for a landline that was not in use. This took another few months until I was finally granted to go back to \$9.99. By that time I was more than fedup and called to close my land line account. I paid \$200. My 'like' for T Mobile was wearing off completely, too many mistakes, too many dropped calls, too little service, I finally called again and asked how long I had on my contract. The representative explained me the new 'way to go' at T Mobile. No more contract. Yes, I did have 10 months left, but anyone</p>

	<p>making a change in the account would be automatically get out of the contract. So I did, a text came to announce the changes. Meanwhile, my mobile phone was about to give up and decided to leave, I went to Virgin Mobile, purchased a phone and switched. The change was made with 3 weeks left in the billing cycle of T Mobile. Today I received my final invoice, \$313.75 which includes \$200 contract termination fee and \$113,75 for the whole month. My monthly bill was \$99.99 with them. Even though I feel it unjust to charge \$200 termination fee because I was told that with a change of services I was out of contract, I don't feel I should pay even more for a whole month while I only used a week in their cycle. Product_Or_Service: Other /HTC/whenever Account_Number: (b)(6) - Additional Comments: DesiredSettlementID: Other (Requires Explanation) I would like to pay only the one week of service I used and not the \$200 termination fee as I was told the contract was not valid anymore once I made a change in service. I feel I have not been treated fairly after being a loyal customer for the past nearly 10 years.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 13 of 36	
Reference Number	(b)(6)
Created Date	08/05/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English

Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	08/05/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	08/05/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	SUGAR LAND
Consumer Address, State Code	TX
Consumer Address, State Name	Texas
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	

Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	

Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	<p>I have been a customer of T Mobile for 12-13 yrs. On a recent bill I noticed an unauthorized charge for Premium services for \$9.99. Looking back at my bills I found the charge to be recurring since Sept. The TMobile rep gave me a partial refund for a charge to 'Matrigistics', but explained to me that they were allowed to do 3rd party billing and that I must have somehow given out my number. She did offer to block this company from further charges. My landline is my main contact and I seldom use my cell for anything. I certainly would not agree to pay some one \$10.00 a month to send me annoying advertisements. I searched my bill for a message or call that may have initiated this. I feel T Mobile should be more consumer friendly and not so encouraging to these phone scammers. They always send a confirmation text to me when ever there is a change to my account or</p>

	<p>billing. I don't know why they don't do the same when there are extra charges, to verify their authorization. This kind of response from cell phone carriers gives free reign to public ripoffs and no protection to the customer. Account Number: (b)(6) (b)(6) -- Additional Comments: DesiredSettlementID: Other (Requires Explanation) I would like the full 12 months refunded.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 14 of 36	
Reference Number	(b)(6)
Created Date	08/12/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	08/12/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	08/12/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	

Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	TUCSON
Consumer Address, State Code	AZ
Consumer Address, State Name	Arizona
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES

Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	

Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	<p>I recently received a regular monthly bill from TMobile for \$8.99. I called to question the low amount. I was told a refund of some \$40 had been applied to my account as repayment for services charged that were on the bill erroneously. Upon further investigation it turns out charges of 9.99 per month had been attached to my bill from the day I added the ability to send texts to my TMobile account, Aug. 15, 2011. Apparently TMobile CSR, T. Brown (Emp. ID #176) saw fit to add MoTime Apps. to my account without my consent. It was a deliberate act on his part as the giving and receiving of a pin number had to be done to activate this service. I hardly knew how to send a text at this time, much less sign up for games and music with pin numbers involved. Starting in August of 2011 this charge of 9.99 was listed on my bill under PREMIUM SURCHARGES. For some reason, in July of 2013, TMobile suddenly took notice of these charges and decided to refund me 4 months of this MObTime. They did this of their own volition. I'm not proud to say this, but if they hadn't drawn my attention to this matter, I would have gone on paying for this service in ignorance which I neither requested nor benefited from unless they had called my attention to it. It appears to me that TMobile suddenly realized this for the fraudulent charge it is and 'threw me a bone'. They refunded me approx. 4 months of MObTime. I want another 20 months, or \$200, given me as credit. I charge TMobile and MoTime with collusion by signing customers up for services they do not request. It was obviously a fraudulent practice as TMobile saw fit to refund me</p>

	some money of their own accord. I have contacted both TMobile and MoTime. MoTime is 'filing a request for repayment' on their end but since it is a company with no discernible physical address I hold out little hope. CSR Sierra at TMobile hung up on me before saying I should have checked my bills closer. I see TMobile as the primary source of my problem.Account_Number: (b)(6) (b)(6) -- Additional Comments: DesiredSettlementID: Other (Requires Explanation)\$200 put on my account at TMobile.
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 15 of 36	
Reference Number	(b)(6)
Created Date	08/05/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	08/05/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	08/05/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	

Consumer Last Name	(b)(6)
Consumer Salutation	(b)(6)
Consumer Address, Line 1	(b)(6)
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	LANSDOWNE
Consumer Address, State Code	PA
Consumer Address, State Name	Pennsylvania
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	(b)(6)
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	(b)(6)
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA

Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service	Mobile; Other

Description	Product_Or_Service: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	<p>Service suspended 05/22/2013 because balance due \$48.63 and I contacted customer care and refused to pay \$48.63 because adjustments/credits for the period of 12/2012 to 04/2013 (games & telenav-gps) were not made to my account. Customer care rep (Alfreda #8474351000) stated that all 3 line on my account would be restored and there was a zero balance due. The next month statement had an over due balance of \$5.87 because the actual adjustment/credit to my account was \$41.64 and a \$5 installment fee for a cell phone (b)(6) that was already paid in full. Service was suspended again on 07/21/2013 for the amount of \$22.31 since adjustments/credits not made to my account for \$5.87 (incorrect credit amount), \$5 (inactive cell phone installment plan) and 05/18/2013 Telenav-gps fee of \$9.99 plus taxes. I contacted customer care (Ashley) and was told service would be restored and the balance due of \$22.31 removed. About ten days later, I received a text message from Tmobile stating service will be suspended because \$22.31 was due on account. There was an additional charge of \$5 plus taxes for another cell phone installment plan that was paid in full the previous month and my account should receive an adjustment/credit for the amount of \$27.66</p> <p>Product_Or_Service: Other //Unlimited value Talk & Text Account_Number: (b)(6) (b)(6) - Additional Comments: DesiredSettlementID: Other</p>

	(Requires Explanation) Adjustment/credit of \$27.66 to my account (b)(6)
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.

Record 16 of 36		
Reference Number	(b)(6)	
Created Date	09/30/2013	
Complaint Source	FTC Online Complaint Assistant (CIS)	
Originator Reference Number		
Language	English	
Contact Type	Complaint	
Data Source	Consumer	
DNC?	N	
Entered By	FTCCIS-FTCUSER	
Entered Date	09/30/2013	
Updated By		
Updated Date		
Agency Contact	Internet	
Complaint Date	09/30/2013	
Transaction Date		
Member of armed forces or dependant?	(b)(6)	
Consumer First Name	(b)(6)	
Consumer Middle Name		
Consumer Last Name		
Consumer Salutation		
Consumer Address, Line 1		
Consumer Address, Line 2		
Consumer Address, Line 3		
Consumer Address, City		Brick
Consumer Address, State Code		NJ

Consumer Address, State Name	New Jersey
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	60 - 64
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile
Company Address, Line 1	
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	
Company Address, State Code	
Company Address, State Name	
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	

Company Phone, Area Code	800
Company Phone, Number	8662453
Company Phone, Extension	
Company Email	
Company Website	
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Carla
Company Rep Middle Name	
Company Rep Last Name	Juliette
Company Rep Salutation	
Company Rep Comments	representative
Complaint Info Initial Contact Method	Mail
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	Check
Complaint Info Amount Paid Value	\$200.00
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	LC
Complaint Info Law Violation Description	Failure to Honor Refund Policy
Complaint Info Statute Code	ZZ
Complaint Info Statute Description	Magnuson-Moss Warranty Act
Complaint Info Topic Code	
Complaint Info Topic Description	

Complaint Info Comments	After realizing that I had been charged a 9.99 monthly charge for longer than I can even compute, I called T-Mobile. They took the charge off and said they could only give me a 60.00 credit. That was back in July 2013. I called T-Mobile today 9/30/13, and they said they have no record of promising me a refund and so cannot give it to me. The charges are from a "cramming" company called "Mobile Ecstasy" on my mobile phone bill. (that's another complaint). T-mobile: would not grant me any more than 60.00 credit, and did not even give me that.
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	
Complaint Info Fair Resolution Description	

Record 17 of 36	
Reference Number	(b)(6)
Created Date	09/16/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	09/16/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	09/16/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	

Consumer Last Name	(b)(6)
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	CHICAGO
Consumer Address, State Code	IL
Consumer Address, State Name	Illinois
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA

Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service	Mobile; Other

Description	Mobile. Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	<p>I have been charged for services I did not order. I'm charged \$9.99 ever month for the last 3 months. There is NO help from t.mobile. All get for a response is I will look in to it. My personal feelings, they are nothing but thieves. Not willing to help. I asked t.mobile to not allow text messages to be posted. Well here came the coupon deal 4 me and the text went through and now I'm builled for it even though I did not want it they say TO BAD PAY ME.Account_Number: (b)(6) (b)(6) – Additional Comments: DesiredSettlementID: Other (Requires Explanation)No more text messages and \$30.00 returned.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 18 of 36	
Reference Number	(b)(6)
Created Date	09/23/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	09/23/2013

Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	09/23/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	HOUSTON
Consumer Address, State Code	TX
Consumer Address, State Name	Texas
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	

Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	

Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	I have been charged 9.99 + Taxes by an entity called snapSMS since April 18 2013. I did not apply for this service nor do I use or want it. I noticed these texts and checked on it today. I have my bill paid directly from my bank account. I don't receive a bill to my home so just noticed this charge today. This is a big time scam.Account_Number: (b)(6) --- Additional Comments: DesiredSettlementID: Other (Requires Explanation)I will not be satisfied with nothing but a full refund of my money.
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 19 of 36	
Reference Number	(b)(6)
Created Date	09/06/2013
Complaint Source	BBB WA DuPont

Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	09/06/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	09/06/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	(b)(6)
Consumer Last Name	(b)(6)
Consumer Salutation	(b)(6)
Consumer Address, Line 1	(b)(6)
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	BLOOMFIELD
Consumer Address, State Code	NJ
Consumer Address, State Name	New Jersey
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	(b)(6)
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	

Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca

Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	<p>This is in regards to excess use charges being added to my account for over a year. I previously had contract plans with T-mobile and reduced my account to one line with the Iphone5 (b)(6) becoming a no contract line. I happen to be reviewing my bills and noticed that their were 9.99/mo usage charges being added every month consistently. On one occasion these charges were on my second line (b)(6) in November 2012 for 6.99/mo also. I just contacted T-mobile today (9/5/2013) to discuss the matter and was told that it was a third party company. The representaive then instructed me to call a Text360 company which the number provided isn't valid. The information provided was 888-500-</p>

Complaint Info Comments	<p>7122 and email:cs_support@text360.com. The number automatically hangs up on you and the website has completely different information to get in contact with the company Text 360 . I Have been incurring these charges since September 2012 @ 9.99 for a total of 119.88 and 6.99 in addition for one month for a sub total of 126.87. I am truly livid that T-mobile will just allow these charges when I have went over my plans in the past with them and never did I know about this. The bill states that these are overage fees not third party services. I feel that T-mobile is charging me extra and is making it difficult to prove who initiated these charges. Please help rectify this problem.ThanksProduct_Or_Service: Apple /Iphone 5/No ContractAccount_Number: (b)(6) (b)(6) -- Additional Comments: DesiredSettlementID: Other (Requires Explanation)I would like all charges(even those I can't see) to be refund for the unauthorized use charges by T-mobile.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.

Record 20 of 36	
Reference Number	(b)(6)
Created Date	09/17/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint

Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	09/17/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	09/17/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	PHILADELPHIA
Consumer Address, State Code	PA
Consumer Address, State Name	Pennsylvania
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	

Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	

Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	<p>T-Mobile has charged me repeatedly for premium handset protection that I did not sign up for or authorize payment for. T-Mobile tried to convince me that I must have signed up for this service with Asurion. After assuring me that they would cancel it, T-Mobile continued to charge me (the charge is 'hidden' within the bill). Now T-Mobile have been charging me \$9.99 monthly for downloads on my current phone (an outdated flip phone with no smart phone capabilities) which has no internet access. Again, T-Mobile is saying that I must have accidentally signed up via the internet for monthly downloads. These charges are also 'hidden' within the bills. I'd like to file a complaint because it seems like T-Mobile much too frequently charges me fraudulently for services that I have not authorized or am even aware of. Trying to cancel these recurring charges involves jumping through hoops, calling repeatedly, and being assured that charges will be</p>

Complaint Info Comments	<p>being assured that charges will be voided only to have them recur. These fraudulent charges seem to happen to many T-Mobile customers, there are numerous complaints regarding the Asurion Premium Handset Protection on the internet. Please help.Product_Or_Service: Nokia //EvenMorePlus 500T+TX Account_Number: (b)(6)</p> <p>Additional Comments: DesiredSettlementID: Other (Requires Explanation) Ideally I think that T-Mobile should refund in full all of the recurring monthly charges for Asurion Premium Handset Protection and refund in full all of the recurring monthly charges for 'Premium Services', which they say are the downloads to my non internet ready phone with no smart phone capabilities that I accidentally signed up for via the internet. I paid for many of these fraudulent charges unknowingly before contesting with T-Mobile and I believe that I should receive a full refund.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.

Record 21 of 36	
Reference Number	(b)(6)
Created Date	09/24/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization

DNC?	N
Entered By	BBBSEAT-USER
Entered Date	09/24/2013
Updated By	BBBSEAT-USER
Updated Date	03/29/2014
Agency Contact	External Agency
Complaint Date	09/24/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	WACO
Consumer Address, State Code	TX
Consumer Address, State Name	Texas
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)

Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response	

Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	<p>I have had to contact T-Mobile several times regarding my bill. I agreed to an unlimited plan for \$80. I now know I have two recurring charges for 20 for each line. I was not told this any of the times I contacted T-Mobile until today. My account has been suspended 'once', but yet I see a recurring \$20 each month for 'suspensions' when I have made payment arrangements. After I suspended one line, the agreement was to have a recurring bill of less than \$100. After my employment discount was finally applied, my bill almost doubled to 170+. I am being prorated \$80 a month in advanced in addition to 20 for going over 500MB for data- I never agreed to having this added to my plan. I signed up for unlimited everything - calls, text, and data for 80. I should only be charged for the 80+ the equipment (both phones)+ insurance + taxes. My current recurring bill is actually: 190.02 per mo. (1 line) + 9.99 (usage charges ???) + 20.73 (recurring 'one-time'</p>

Complaint Info Comments

charges, which are applied monthly) + 36.80 (other charges ????) + 17.98 (taxes). High way robbery. I never received my one-time credit of \$50 (for signing with T-Mobile) nor was I ever told about the recurring \$20 installment fee for the duration of 24 months, which equals 240+the expensive phones (650+) I am still paying off. I will be visiting a store for assistance with my bill. After to speaking to several account specialist, each has been unable to understand my bill and why it has risen from under 100 to 170+ in a matter of 3/4 month span. Please assist consumers from being ripped off as I have. To make matters worse, I lost my phone and my daughter damaged hers. I paid insurance on both phones. For other companies to replace a phone requires a \$50 deposit, for T-Mobile's insurance company a deposit of 150 is required. I was unable to pay that so they offered me a 'loaner' phone for 50, which is not the same at all as the phone I did have. I am still paying for data over 500MB, but have not used data due to the 'loaner' is not 3G compatible. Product_Or_Service: Other /HTC
8x/UnlimitedAccount_Number: (b)(6) --- Additional Comments: DesiredSettlementID: Other (Requires Explanation)Refund for each month of the recurring charges and a notice to all other consumers of how the hidden fees are being applied to their bills. When I signed up, data was unlimited and was included with the plan. At no time did I agree to have a data cap of 500MB. I signed up for unlimited talk, text, and web for 80 per month. Again, once my discount was applied an additional \$90 in fees was added to my bill. Not sure why. Please investigate and make the appropriate follow-up actions.

Complaint Info CRA Dispute Flag

Complaint Info CRA Dispute

Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.

Record 22 of 36	
Reference Number	(b)(6)
Created Date	07/31/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	07/31/2013
Updated By	
Updated Date	
Agency Contact	External Agency
Complaint Date	07/31/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	(b)(6)
Consumer Last Name	(b)(6)
Consumer Salutation	(b)(6)
Consumer Address, Line 1	(b)(6)
Consumer Address, Line 2	(b)(6)
Consumer Address, Line 3	(b)(6)
Consumer Address, City	CAPE CORAL
Consumer Address, State Code	FL
Consumer Address, State Name	Florida
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code	

Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com

Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	To Whom it may concern: My name is (b)(6) my number (b)(6) (b)(6) account# (b)(6) WAS a customer of T Mobile for 7 years here in the state of Florida and 4 years in another state also

had 4 to five lines with my account never had my mobile phone disconnected and always paid my phone. I believe it was Feb 2013 I up graded my black berry curve to a NEW black berry 9900 on day 14 I went in to the store were I purchased the phone (and renew my contract) I was having problems with the speaker on the phone and it was not connect to by car Blue tooth, the salesman came out to my car and could not resolve the issue, and said since it was day 14 I would have to go through the warranty department, then , he requested the new phone (1) I was shipped a phone refurbished still having problems with the speaker and dropping calls, went to a t mobile store they tried resetting the phone and they could not fix it, so they ordered another phone,(2) next phone arrives another refurbished phone and speaker not working and battery heating up the phone, called customer service told them the problem I asked to speak to supervisor and also ask why if I paid for a new phone I am being sent a refurbished phone, her explanation was they have no control as to what the warranty department ships out, and why are they not sending a phone with a new battery. (3) phone arrive still having same problem with speaker not working and battery heating up. I called customer service and spoke to a supervisor again and she kindly offer me a down grade a black berry 9300, I said no I did not pay for that I paid for a 9900. not a 9300 felt it was an insult. (4) phone arrives and its a 9300 I called and told them I did not want that phone I wanted what I paid for.. (5) phone arrives and its a black berry curve I called again spoke to a supervisor and said I wanted a blackberry 9900 what I paid for and a new one. at this point I have been patient enough and had enough of going back and forth to the t mobile store,

Complaint Info Comments

and I was tired of having to call and call have to explain the situation to someone at the call center that can never help you and make you feel like you have no other choice and you have to insist and insist to speak to a supervisor every single time, they think customers are stupid and by them offering you a down grade on a phone they are doing you a favor, then supervisors will never give there number to call them back so the same person can help you resolve the problem instead of explaining everything over and over again and again. I can't even begin to tell you how many time my call where dropped and they did not call me back and surely they had my number, not one person ever apologized to me for the trouble I was having, it was you take what we are giving you and you have no choice. no one should be treated like this I was a long time customer and I was very satisfied with my service until this entire ordeal I returned my phone the same day call them and told a supervisor wanted to CANCEL/VOID my two contract and should not be held liable after all theses problems that I have had. when I asked for a copy of the records of all my call in about this issue conveniently they can't sent to me but they did say your department can access my account. as for my two other lines (b)(6) it did not have two year left on the contract and that should be prorated and the other line (b)(6) is my son that is serving in the marines and does not get t mobile service were he is at and he was told he could finish his contract paying the minimum of the additional line of 9.99 until his contract ended, I understand in this situation his contract can also be prorated he did not have two year left on his contract. I know you have access to my account and according to everyone I have spoke

	to a t mobile I have always asked if everything has been noted on my account. I have informed your collection depar --- Additional Comments: to be released from
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.

Record 23 of 36	
Reference Number	(b)(6)
Created Date	11/07/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	11/07/2013
Updated By	
Updated Date	
Agency Contact	External Agency
Complaint Date	11/07/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	(b)(6)
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	

Consumer Address, State Code	WA
Consumer Address, State Name	Washington
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	

Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	

Complaint Info Topic Description	
Complaint Info Comments	<p>I have been charged for over a year a Premier Service charge of \$19.98 per month that I never signed up for or authorized. I talked to a T-mobile rep. in mid-September asking for reimbursement of these unauthorized charges. She informed me she would make it happen, and I should see the reimbursement money on my October or November T-Mobile bill. She also blocked these Premium Services for my account. Well I have yet to see any for my money back. The charges look like: OTHER SERVICE PROVIDER CHARGES 8/23/13 Jesta Digital, 9:12 AM 866-856-5267 Jesta D75555 9.99 9.99 8/28/13 SendMe, Inc. 8:43 AM 877-848-6299 SendMe, 48000 9.99 9.99 SUBTOTAL 19.98 Once again I have NEVER authorized any payment to a service called 'Jesta Digital' or 'Sendme, Inc', by T-Mobile. I find it unethical to be auto charged money via a phone bill. --- Additional Comments: I would like a full reimbursement of all of these fraudulent Premium Service charges. My billing records on T-mobiles site go back only ONE year, but I have hard copy records that go back further. One years worth of these bogus charges = \$239.76. I have been a loyal T-mobile customer for over 10 years, and have always been happy with their phones, billing, and customer service. But, secretly adding these 'Premium Services' charges to my account is unexceptional.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with

Description	the BBB that the complaint is settled nor requested additional BBB assistance.
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Record 24 of 36	
Reference Number	(b)(6)
Created Date	12/04/2013
Complaint Source	FTC Online Complaint Assistant (CIS)
Originator Reference Number	
Language	English
Contact Type	Complaint
Data Source	Consumer
DNC?	N
Entered By	FTCCIS-FTCUSER
Entered Date	12/04/2013
Updated By	
Updated Date	
Agency Contact	Internet
Complaint Date	12/04/2013
Transaction Date	
Member of armed forces or dependant?	(b)(6)
Consumer First Name	(b)(6)
Consumer Middle Name	(b)(6)
Consumer Last Name	(b)(6)
Consumer Salutation	(b)(6)
Consumer Address, Line 1	(b)(6)
Consumer Address, Line 2	(b)(6)
Consumer Address, Line 3	(b)(6)
Consumer Address, City	Berwyn
Consumer Address, State Code	IL
Consumer Address, State Name	Illinois
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	(b)(6)

Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	30 - 39
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile
Company Address, Line 1	T-Mobile Customer Relations PO Box
Company Address, Line 2	37380
Company Address, Line 3	
Company Address, City	Albuquerque
Company Address, State Code	NM
Company Address, State Name	New Mexico
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	87176
Company Address, ZIP Code Extension	7380
Company Phone, Country Code	
Company Phone, Area Code	877
Company Phone, Number	4531304
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State	

Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	
Company Rep Middle Name	
Company Rep Last Name	
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	Phone: other
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	\$123.00
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	6004
Complaint Info Product Service Description	Mobile: Carrier Rates\Plans
Complaint Info Law Violation Code	DDM
Complaint Info Law Violation Description	Deception/Misrepresentation
Complaint Info Statute Code	P
Complaint Info Statute Description	FTC Act Sec 5 (BCP)
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	I am been charged \$135 on my T-mobile phone bill extra because supposedly i made 25, 1-2 minute calls repeatedly to Madagscar and United Kingdom. I dont know anybody there or close to there that i can call. Im going to have to pay for calls i never made, or else my service will be cut off. I had already been charged before with a Jamster service of \$9.99 and had it removed but they didnt do anything about

	this. Is there anyway to fix this? Thanks in advance
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	
Complaint Info Fair Resolution Description	

Record 25 of 36	
Reference Number	(b)(6)
Created Date	11/18/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	11/18/2013
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	11/18/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	(b)(6)
Consumer Last Name	(b)(6)
Consumer Salutation	(b)(6)
Consumer Address, Line 1	(b)(6)
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	KANSAS CITY
Consumer Address, State Code	MO
Consumer Address, State Name	Missouri
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code	

Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com

Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	I called Tmobile about my bill. I then informed the rep about how I did not like the phone I had. She asked what phone did I like and that she would look into it. I told her the Galaxy. She then stated that I

Complaint Info Comments	<p>qualified for the Galaxy 3 for \$9.99. I thought she meant \$99.99 but she corrected me and said \$9.99 as in \$10.00. I was happy with that. I asked the representative was my credit approved, she said yes. I wanted the phone and she stated that she could not give me the phone over the phone and that I would have to go to a retail store, so I did. I went to the retail store on 12th St, Kansas City, MO. The guy look my information up and laugh and asked who told me that the phone was \$10.00. I informed him the call center. He told me that they do have a promotion going on for \$9.99 however, my credit was approved. I told him that customer service said I did. He could only apologize. However, how can your company tell me I qualify and send me to a store and they tell me IM NOT! You all lied to me and wasted my time. I'm a new customer and this is how you treat me! This isn't fair. I'm not letting this go! An apology isn't going to make this right neither a \$20 credit! I want what was quoted. How can you give me and tell me the price for a phone and send me somewhere and it not the price you told me. This is false advertisement! You wasted my time. I lost faith and this company. You had me looking like an idiot in front of other customers and your 3 employees at that location. They states your call centers all way do this. I don't care! I WANT WHATS RIGHT</p> <p>Product_Or_Service: Nokia Windows/Account_Number: (b)(6) (b)(6) -- Additional Comments: DesiredSettlementID: Other (Requires Explanation)I want the phone and for the amount that was told to me \$10.00.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	

Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.

Record 26 of 36	
Reference Number	(b)(6)
Created Date	11/22/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	11/22/2013
Updated By	BBBSEAT-USER
Updated Date	03/06/2014
Agency Contact	External Agency
Complaint Date	11/22/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	LOMA LINDA
Consumer Address, State Code	CA
Consumer Address, State Name	California
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	

Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State	

Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	T-Mobile removed contracts for legacy plans. Purchased phone outright for line 210-0713, base plan went down to Preferred FT 600 NW \$39.99 This is supposed to happen in lieu of a subsidy upgrade, as stated on printout. Line (909) 435-8180 had a \$4.99 BTV fee, it increased to \$9.99, this is not

Complaint Info Comments	<p>supposed to happen. T-Mobile reps state that the 'promotion' on that plan expired, which is not correct, as the BTV \$5 discount remains in place on the line. The total price plan should be \$39.99 FT 600, \$9.99 Family texts, \$4.99 line 2, \$4.99 line 3, \$5.99 T-Zones on all lines. Product_Or_Service: Other /t189/Preferred FT 600 NWAccount_Number: (b)(6) (b)(6) – Additional Comments: DesiredSettlementID: Other (Requires Explanation) Request all Add a lines for (909) 435-8180 be \$4.99, (909) 520-4559 is also \$4.99, and base plan remain \$39.99</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.

Record 27 of 36	
Reference Number	(b)(6)
Created Date	12/23/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	12/23/2013
Updated By	BBBSEAT-USER
Updated Date	03/06/2014
Agency Contact	External Agency
Complaint Date	12/23/2013
Transaction Date	

Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	ALPHARETTA
Consumer Address, State Code	GA
Consumer Address, State Name	Georgia
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St

Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	

Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	<p>T mobile did not fully describe about the bill and because of it I been ripped off by one of its third party company, Thumbpaly. I want full refund of what I have been paying for the service that I never authorized and unaware of for years. December 1st, 2014, I found a message saying Thumbplay renewed! What! I was surprised because I never bought ringtone, ever. So, I checked what it was about and found that I found that I have been paying \$9.99 every month for years without my permission. Immediately, I texted to Thumbplay to stop service and got Subscription cancelled message from it (48000). I was so upset because I was ripped off for years for the service I NEVER USED. I also checked my phone bill back to 2011 and found \$9.99 was there. I could not find how many years I have been paying because I could not find other bills from T mobile. I remember I have been receiving t Credit for ringtone messages from 48000 for years, though. I have never purchased anything from Thumbplay or used its service. I believe I have been paying \$9.99 for years and years because I been wondering why 48000 is being sent to me for years. I want my money back from Thumbplay. I also want T mobile to be responsible for \$9.99 that I have been paying for years. If it showed it was from Thumbplay</p>

	<p>then, I knew I was being ripped off and I took an action long time ago. However on December 20th, 2013, T mobile still bills \$9.99 for the next month bill. I want both Thumbplay and T mobile to stop it immediately and refund my whole money I have been pay. I asked T mobile how long I have been paying for it but T mobile told me they only have two month record. I want T mobile investigate about Thumbplay and check how may customer complaints it has been receiving from customers and to remove it from providing service for Thumbplay. Also, I want my full refund for \$9.99 I have been paying for years. If T mobile bill showed that I have had Thumbplay bill then I could have been able to stop it years ago. Suppose, if I knew about it, then why I have been paying for \$9.99 a month without using it or buying the ringtones for years?</p> <p>Product_Or_Service: Other /Galaxy S4/no idea Account_Number: (b)(6) (b)(6) -- Additional Comments: DesiredSettlementID: Other (Requires Explanation) Full refund for the \$9.99 that I have been paying for years.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 28 of 36	
Reference Number	(b)(6)
Created Date	02/04/2014
Complaint Source	FTC Online Complaint Assistant (CIS)
Originator Reference Number	
Language	English
Contact Type	Complaint

Data Source	Consumer
DNC?	N
Entered By	FTCCIS-FTCUSER
Entered Date	02/04/2014
Updated By	
Updated Date	
Agency Contact	Internet
Complaint Date	02/04/2014
Transaction Date	
Member of armed forces or dependant?	(b)(6)
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	Alpharetta
Consumer Address, State Code	GA
Consumer Address, State Name	Georgia
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	

Consumer Email	(b)(6)
Consumer Age range	30 - 39
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T Mobile
Company Address, Line 1	PO Box 37380
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	Albuquerque
Company Address, State Code	NM
Company Address, State Name	New Mexico
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	87176
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	
Company Phone, Number	
Company Phone, Extension	
Company Email	
Company Website	t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	
Company Rep Middle Name	
Company Rep Last Name	
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	I Initiated Contact
Complaint Info Initial Contact Date	

Complaint Info Initial Response Method	Phone: 800/888 number
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	\$269.00
Complaint Info Amount Paid Method	Credit Card
Complaint Info Amount Paid Value	\$269.00
Complaint Info Product Service Code	6003 6004
Complaint Info Product Service Description	Mobile: Applications\Other Downloads Mobile: Carrier Rates\Plans
Complaint Info Law Violation Code	DDM
Complaint Info Law Violation Description	Deception/Misrepresentation
Complaint Info Statute Code	P
Complaint Info Statute Description	FTC Act Sec 5 (BCP)
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	<p>I recently went through my bill to see why the total was so high. I noticed a charge for \$9.99 for T-Mobile TV that I never signed up for. I called T Mobile and they informed me that the charges had been on my bill since November of 2011 (27 months = \$269.73 in charges). They agreed to cancel the service going forward, but would only offer me a \$60 refund on past charges. I did not sign up for this service, and never once used it. This is a predatory practice, as you are signed up for this service automatically and without your knowledge if you purchase a T Mobile phone that has the T Mobile TV app pre-installed on it.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	

Complaint Info Fair Resolution Description	
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Record 29 of 36	
Reference Number	(b)(6)
Created Date	12/10/2013
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	12/10/2013
Updated By	BBBSEAT-USER
Updated Date	03/06/2014
Agency Contact	External Agency
Complaint Date	12/10/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	MILLSTADT
Consumer Address, State Code	IL
Consumer Address, State Name	Illinois
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	

Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	

Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	<p>The complaint is for all 4 lines on our plan. I have called TMobile repeatedly to get satisfaction, a perk or something for my time and trouble. I initially logged a complaint with tmobile under tkt # (b)(6)</p> <p>The signal in our home is terrible, we have to walk around the house to get spot with a signal or step outside and all the phone have issues with not being registered on the network errors or having to take batteries in/out of phones multiple times to get them to respond. Initially I asked for them to lower the</p>

Complaint Info Comments	<p>cost of terminating the plan because it's \$200.00 per phone or \$800.00 to dump them to go with another provider or at the very least a new phone for my daughter at a reduced rate. They refuse to do either one. The best they would offer is a reduced down payment on an Iphone of \$9.99 but the phone would be paid for in full in installments added to my monthly bill. Not satisfactory to me since her phone is only 8 months old and doesn't work properly as it is. I would be happy to negotiate a reduced rate to dump T-mobile, maybe \$50 per line since they can't get it right.Product_Or_Service: LG //famtim unln ts 1000Account_Number: (b)(6) (b)(6) Additional Comments: DesiredSettlementID: Other (Requires Explanation)I would like a reduced rate to dump T-mobile at maybe \$50 per phone instead of \$200.00.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.

Record 30 of 36	
Reference Number	(b)(6)
Created Date	01/10/2014
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER

Entered Date	01/10/2014
Updated By	BBBSEAT-USER
Updated Date	03/07/2014
Agency Contact	External Agency
Complaint Date	01/10/2014
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	JACKSON HEIGHTS
Consumer Address, State Code	NY
Consumer Address, State Name	New York
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	

Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	

Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	<p>On December 26, 2013 I made two payments on T-Mobile. The first one was through the voice prompt to pay my service bill: T-MOBILE IVR PCS SVC (b)(6) TEL ID: (b)(6) \$103.62. Since I had received nice check deposit that day, I also wanted to pay off my phone so I wouldnt have to deal with the extra 8.00 a month that went with my bill. There was \$380.00 left to pay off. I then pressed 0 and asked to pay for my phone. They transferred me to another customer service rep who deals with that and the she asked if I authorized a payment of \$380.00 from my checking account ending in (b)(6) said yes, and she said Im pressing the button and is now processed or something to that affect. Then we had a long conversation about the Family plan, and we both decided we wouldnt be saving anymore with it so I didnt opt for it. She also cancelled the 9.99 that I was paying a month that I didnt know about regarding finding my phone app. Its all in the recording. Yesterday I looked at my T-Mobile bill and saw that I owed \$506.00. Then I noticed that the</p>

Complaint Info Comments

\$380.00 was added to my bill when it should have been cancelled out since I paid it. I called T-Mobile and they put it under investigation giving it a case ID number: (b)(6) I spoke to a supervisor who wasnt very helpful as he told me the payment was never processed since there was no record of it. Even though in the recording you will clearly hear that she processed it, but she NEVER DID. I didnt know this. The supervisor was quite condescending. He transferred me to finances to start yet ANOTHER payment plan to pay off my phone because the customer rep didnt do her job I cant go back to paying \$8.00 a month. I told her I wasnt going to pay anything off until the 31st even though I feel like I shouldnt have to pay anything at all for T-Mobiles incompetence. I called again and spoke to someone named Jay (Client ID 1212432) who was very attentive but also told me that the situation probably couldnt be solved because of the fact that the payment was never processed when it SHOULD HAVE BEEN. I wanted an authorization number. I was transferred to finances again to yet another condescending person who couldnt help me. The point of my anger and frustration is that I wanted to pay my phone off when I had the cash. I called T-Mobile on the 26th of December BECAUSE I HAD THE CASH TO PAY IT OFF. The customer service rep said it was processed, but she never did it. I really want her fired because she threw my entire financial budget out of whack. Its not like Im rich. I work long hours like you guys do to make ends meet. The fact that this cant be solved because of one persons idiot move is unacceptable. I dont feel like I should have to wait until I have the cash ONCE AGAIN to pay for something that was supposed to be processed on the 26th of December, but never was. I want to

	<p>go to the Better Business Bureau with this situation because this is poor service on T-Mobile's part that has inconvenienced me a great deal. Thank You, Ami Colon-Treyger T-Mobile Client since 2007 Product_Or_Service: Other / Samsung Galaxy S4/T-Mobile Account Number: (b)(6)</p> <p>(b)(6) – Additional Comments: Desired Settlement ID: Other (Requires Explanation) I shouldn't have to pay for the phone when I know I already did, but because she never processed it, it never left the bank which I didn't know. I ended up paying other bills off after I paid my phone off. I can't even go back to the original payment because I paid the phone, and she didn't do her job. So now I have to wait to have the money again to pay it AGAIN. I want her fired. And I really don't want to have to pay this phone off when I know I already did.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 31 of 36	
Reference Number	(b)(6)
Created Date	01/09/2014
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	01/09/2014
Updated By	BBBSEAT-USER
Updated Date	03/06/2014

Agency Contact	External Agency
Complaint Date	01/09/2014
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	COMERIO
Consumer Address, State Code	PR
Consumer Address, State Name	Puerto Rico
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	

Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested	

Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	<p>Have been charged \$9.99 every month for two years for a Predicto Text Message service which I thought was required under my data plan. Only found out wasn't required when I received Jan 2014 bill without the charge and questioned it further. Never authorized this charge and never questioned as thought was part of phone upgrade from regular flip phone to Android device. Very deceptive practice on part of Predicto and unconscionable look the other way by T-Mobile for allowing customers to be overcharged for what they know arent required services. Will be terminating my contract asap. My name is (b)(6) and am the primary user of this service and unfortunately know as the account holder is my mom (b)(6) who is now deceased,I have no recourse to claim a full refund, but would be satisfied that my complaint was given a forum to be heard.Product_Or_Service: Other /HTC Sensation 4G/basic unlimited talk and textAccount_Number: (b)(6) (b)(6) -- Additional Comments: DesiredSettlementID: Other (Requires Explanation)Would just appreciate a forceful reprimand to T-Mobile AND Predicto for unfair and deceptive practices and for benefiting financially from</p>

	customers confidence in their product via these deceptive practices.
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 32 of 36	
Reference Number	(b)(6)
Created Date	01/10/2014
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	01/10/2014
Updated By	BBBSEAT-USER
Updated Date	03/06/2014
Agency Contact	External Agency
Complaint Date	01/10/2014
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	(b)(6)
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	
Consumer Address, State Code	TX
Consumer Address, State Name	Texas
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES

Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	

Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	I have been a royal t-mobile customer for 4 years. I have been paying my dues for t-mobile very

Complaint Info Comments	<p>well. But recently, my bills started high rocking, and I have noticed that I have been paying for premium services of 22.89 for five months equaling \$114.9 without having any idea of what this services consists of and why I am paying this services. Then I started looking back to my old bills and I figured out that I was paying \$9.99 each month for six months up to this date. Started from the January I have paid total price of \$184.83 from premium service fee, which I think It's a scam I am still not able to reason myself into this problem because I have called t-mobile services several times to fix this problem and they never seemed to answer the question and kept billing me for the premium services that I did not subscribe for. I have been using t-mobile for 4 years and I am very tired of t-mobile billing me and treating me like this for no reason. I want my refund. Please help me solving this fraudulent 3rd party payments.Product_Or_Service: Other /Samsung/Family planAccount_Number: (b)(6)</p> <p>--- Additional Comments: DesiredSettlementID: Other (Requires Explanation)I want to request a total bill refund of the payments that I have paid for premium services on my account. I can only tell for a one year billing cycle because I can not see how much I have paid for premium services prior of this year. But for this year, I have paid total price of \$184.83 for the premium service fee and I would like to get a refund on this amount.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
	ASSUMED RESOLVED. The business addressed the issue, but

Complaint Info Fair Resolution Description	the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.
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Record 33 of 36	
Reference Number	(b)(6)
Created Date	02/05/2014
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	02/05/2014
Updated By	BBBSEAT-USER
Updated Date	03/06/2014
Agency Contact	External Agency
Complaint Date	02/05/2014
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	(b)(6)
Consumer Last Name	(b)(6)
Consumer Salutation	(b)(6)
Consumer Address, Line 1	(b)(6)
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	ALPHARETTA
Consumer Address, State Code	GA
Consumer Address, State Name	Georgia
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	
Consumer Home Phone, Number	

Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	

Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	<p>I recently went through the fine details of my bill to see why the total was so high. I noticed a charge for \$9.99 for 'T-Mobile TV' that I had never signed up for. When I called T Mobile about the charge, they informed me that it had been on my bill since November of 2011. (27 months = \$269.73 in charges). It is a service that you are automatically signed up for if you buy a phone that has the 'T-Mobile TV' app on it. They canceled the program going</p>

Complaint Info Comments	forward, but would only offer me a \$60 for the past bills. I was never told about this program, I never authorized it, and I never once used the service. I asked a few friends that are T Mobile customers and they found the same charge on their bills and called to complain.Product_Or_Service: Other //Account_Number: (b)(6) (b)(6) - Additional Comments: DesiredSettlementID: Other (Requires Explanation)Request additional refund of \$209.73
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 34 of 36	
Reference Number	(b)(6)
Created Date	07/17/2013
Complaint Source	Washington, Attorney General
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	WA01-USER
Entered Date	07/17/2013
Updated By	
Updated Date	
Agency Contact	External Agency
Complaint Date	07/17/2013
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	

Consumer Last Name	(b)(6)
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	OAKLAND
Consumer Address, State Code	CA
Consumer Address, State Name	California
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	

Consumer Email	(b)(6)
Consumer Age range	60 - 64
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile
Company Address, Line 1	
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	ALBUQUERQUE
Company Address, State Code	NM
Company Address, State Name	New Mexico
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	87176
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	505
Company Phone, Number	3418010
Company Phone, Extension	
Company Email	ABQCCVSRelations@T-Mobile.com
Company Website	
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	

Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	
Company Rep Middle Name	
Company Rep Last Name	
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	\$0.00
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	6004 9045
Complaint Info Product Service Description	Mobile: Carrier Rates\Plans Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic	

Description	
Complaint Info Comments	<p>THIS COMPLAINT IS BEING FILED BECAUSE I AM AWARE OF THOUSANDS OF PEOPLE BEING SCAMMED BECAUSE T-MOBILE (AND PROBABLY OTHER CARRIERS) ARE GETTING A HUGE CUT OF THE PROCEEDS. I have not (yet) been victimized by what is called "scamming and cramming". However, thousands of T-Mobile customers have been. On T-Mobiles own company support site, this one subject has had over 100,000 views and thousands of written complaints posted. This problem appears under several different subject categories on this T-Mobile sponsored site! Here is an example: ===== mysterious \$9.99 charge on my bill cjhey! 86146 July 15, 2013 10:08 PM [You have to click on the post to read it] ===== The last complaint, ABOVE, was posted by Cheryl and, to date from the start of that thread, 86,000 people logged on to that thread to read how other customers dealt with the problem. Only a tiny percentage bothered to post their own experience. There are several other "threads" on this subject. Since one of our lines is a 206 Seattle number, and since T-Mobile is headquartered there, I think you should look into this. The FTC says they are looking into this problem that affects all carriers to some extent.</p> <p>http://www.ftc.gov/opa/2013/04/wisemedia.shtml</p> <p>The problem is - the FTC is going after the scammers - who will disappear and come back under a different name. IF T-Mobile didn't aid and abett this activity, it wouldn't exist. T-Mobile does not verify with their customer that they really authorized this charge to be added to their bill. Rumor has it that the carriers get 30 to 40% of these \$9.99 charges. (\$9.99 seems to be the usual amount from most scammers.) --- Resolution: Resolution-PART ADJUSTED --- Status: Closed --- Estimated Savings: 0.00 --- Actual Savings: 0.00 --- WAG Resolution Date: 8/15/2013 2:46:26 PM</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	

Complaint Info Fair Resolution Description

Record 35 of 36	
Reference Number	(b)(6)
Created Date	02/03/2014
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	02/03/2014
Updated By	BBBSEAT-USER
Updated Date	03/06/2014
Agency Contact	External Agency
Complaint Date	02/03/2014
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	(b)(6)
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	
Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	MOUND
Consumer Address, State Code	MN
Consumer Address, State Name	Minnesota
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	

Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA
Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	

Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
	<p>I EVEN GAVE TMOBILE CUSTOMER SERVICE MY ROUTING NUMBER AND CHECKING ACCOUNT AND THE MONEY ISN'T IN THERE, I HAVE A BOGUS DEBIT CARD THAT TOOK ME THREE HOURS TO TRY TO GET ACTIVATED TO BRING TO BANK TO PUT INTO MY BANK ACCOUNT AND THAT DIDN'T WORK. I WAS GIVEN CONFIRMATION NUMBER (b)(6) AND TOLD THE 250.00 WOULD BE IN MY CHECKING ACCOUNT NO</p>

Complaint Info Comments

LATER THAT THE TUESDAY OF THE LAST WEEK OF JANUARY. AT THE LATEST. IT NEVER HAPPENED. THERE IS A NOTICE ON MY DECEMBER 30TH STATEMENT 2013 THAT A CHECK FOR 250.00 REFUND CHECK WAS ISSUED . WHERE IS IT??? NOT IN MY ACCOUNT WHERE IT WAS SUPPOSE TO GO WELL OVER 3-4 WEEKS AGO. THIS WHOLE ENTIRE PROBLEM HAS A SCAM AND I WILL NOT TAKE CREDIT DUE TO UNTRUST OF THE COMPANY. I WAS ALSO MISLED BY THERE TMOBILE BEST BUY DEPARTMENT THAT CARRIES OUR INSURANCE. THEY TRIED TO OVERBILL ME FOR MONTHS AND I FINALLY GOT DISCOVER CARD ON A 3WAY PHONE CALL AND THEY STOPPED THERE FRAUDULENT BEHAVIOR AT ONCE. THEY HAD BEEN BILLING ME FOR OLD ACCOUNTS THAT WERE CHANGED OR CANCELLED FOR INSURANCE WHEN NEW PHONES CAME THE OLD CONTRACT WAS TO BE UPDATED NOT TO KEEP CHARGING AND THEN CHARGE FOR NEW INSURANCE. ANYWAY IT WAS RIDICULOUS AND IT TOOK THE DISCOVER CARD TO GET THEM TO REPAY ME FOR ALL THE MONEY THEY HAD STOLEN FROM ME AND TO REPORT THE PROBLEM TO THE HEADS OF COMPANY FOR DISCPINE ACTION I WAS REIMBURSED BUT HEARD NOTHINGAccount_Number (b)(6) (b)(6) --- Additional Comments: DesiredSettlementID: Other (Requires Explanation)FOR TMOBILE TO FOLLOW THROUGH AND GET ME MY CHECK FOR 250.00 EVEN THOUGH THEY OWE ME 640.00 . FOR TMOBILE BEST BUY TO BE PUNISHED FOR TRYING TO TAKE ADVANTAGE OF SOMEONE WHO PAID ON TIME AND PAID

	CORRECTLY. 3 PHONES HAVE INSURANCE THROUGH TMOBILE BEST BUY AT 9.99 EACH. THEY WERE TO BE BILLED AT THE SAME TIME EVERYMONTH NOT AT THE BEGINNING OF THE MONTH AND THE END OF THE MONTH. WHEN DISCOVER CARD GOT INVOLVED ON A 3WAY PHONE CALL BEST BUY SHAPED UP IMMEDIATELY AND FIXED THE PROBLEM.
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

Record 36 of 36	
Reference Number	(b)(6)
Created Date	03/20/2014
Complaint Source	BBB WA DuPont
Originator Reference Number	(b)(6)
Language	English
Contact Type	Complaint
Data Source	Organization
DNC?	N
Entered By	BBBSEAT-USER
Entered Date	03/20/2014
Updated By	
Updated Date	
Agency Contact	External Agency
Complaint Date	03/20/2014
Transaction Date	
Member of armed forces or dependant?	
Consumer First Name	(b)(6)
Consumer Middle Name	
Consumer Last Name	
Consumer Salutation	
Consumer Address, Line 1	

Consumer Address, Line 2	
Consumer Address, Line 3	
Consumer Address, City	PRESCOTT VALLEY
Consumer Address, State Code	AZ
Consumer Address, State Name	Arizona
Consumer Address, Country Code	USA
Consumer Address, Country Name	UNITED STATES
Consumer Address, ZIP Code	(b)(6)
Consumer Address, ZIP Code Extension	
Consumer Home Phone, Country Code	
Consumer Home Phone, Area Code	(b)(6)
Consumer Home Phone, Number	
Consumer Work Phone, Country Code	
Consumer Work Phone, Area Code	(b)(6)
Consumer Work Phone, Number	
Consumer Work Phone, Extension	
Consumer Fax, Country Code	
Consumer Fax, Area Code	
Consumer Fax, Number	
Consumer Cell Phone, Country Code	
Consumer Cell Phone, Area Code	
Consumer Cell Phone, Number	
Consumer Email	(b)(6)
Consumer Age range	
Consumer Military Status	
Consumer Military Station	
Consumer Complaining Company/Org	
Consumer Military Service Branch	
Company Name	T-Mobile USA Inc
Company Address, Line 1	12920 SE 38th St
Company Address, Line 2	
Company Address, Line 3	
Company Address, City	BELLEVUE
Company Address, State Code	WA
Company Address, State Name	Washington
Company Address, Country Code	USA

Company Address, Country Name	UNITED STATES
Company Address, ZIP Code	
Company Address, ZIP Code Extension	
Company Phone, Country Code	
Company Phone, Area Code	800
Company Phone, Number	9378997
Company Phone, Extension	
Company Email	
Company Website	www.t-mobile.com
Company Subject ID Type Code	
Company Subject ID Type Name	
Company Subject ID Issuing State Code	
Company Subject ID Issuing State Name	
Company Subject ID Issuing Country Code	
Company Subject ID Issuing Country Name	
Company Rep First Name	Exec. Customer Relat
Company Rep Middle Name	
Company Rep Last Name	Attention: Angela Baca
Company Rep Salutation	
Company Rep Comments	
Complaint Info Initial Contact Method	
Complaint Info Initial Contact Date	
Complaint Info Initial Response Method	
Complaint Info Initial Response Date	
Complaint Info Amount Requested Method	
Complaint Info Amount Requested Value	
Complaint Info Amount Paid Method	
Complaint Info Amount Paid Value	
Complaint Info Product Service Code	9045
Complaint Info Product Service Description	Mobile: Other
Complaint Info Law Violation Code	
Complaint Info Law Violation	

Description	
Complaint Info Statute Code	
Complaint Info Statute Description	
Complaint Info Topic Code	
Complaint Info Topic Description	
Complaint Info Comments	<p>On 8/25/2013 I bought 2 samsung galaxy 4 and 2 LG phone for me and my family in one of the T-MOBILE store in 34640 n north valley pkwy in PHOENIX AZ 85086. When I purchase that the sales person offer me to buy insurance for the galaxy 4 phone .And I did bought because they suggest that any damage or phone get stolen insurance will replace it without any hassle. after all that month when I called T-MOBILE on last friday 3/14/2014 to replace one of the samsung galaxy because it had a scrach they told me a total different story about insurance. They said it is a different insurance company named ASSURANCE THAT I HAVE TO CALL AND GIVE THEM \$175.00 extra to replace the phone. She told me over the phone that it is like a CAR INSURANCE and I have to pay deductible. I told her sales person never told me that I have to pay deductible or this is a different insurance company even though I have paid \$9.99 per month for the line to T-MOBILE directly. I feel like I have been cheated by T-MOBILE all this time. Product_Or_Service: Other /samsung galaxy 4/simple choiceAccount_Number: (b)(6)</p> <p>(b)(6) – Additional Comments: DesiredSettlementID: Other (Requires Explanation) People need to know about this kind of issue because it is like a scam. If they do not replace my phone at least I want my money back for the months I have paid for the so called insurance.</p>
Complaint Info CRA Dispute Flag	
Complaint Info CRA Dispute Responded	
Complaint Info CRA Dispute	

Resolved	
Complaint Info Fair Resolution Flag	Yes
Complaint Info Fair Resolution Description	RESOLVED. The consumer has verified that the complaint has been settled to his/her satisfaction.

As a Consumer Sentinel Network member, you must properly protect any information printed, downloaded, or otherwise removed from the Network as stated in OMB Memo M-06-16. Please delete or destroy this information within 90 days unless its use is still required for law enforcement purposes. When destroying the information you should burn, pulverize, or shred the information saved in paper format and destroy or erase information that has been saved electronically so that it cannot practicably be read or reconstructed. Proper erasure of electronic information must include the overwriting or "wiping" of the information from the electronic media on which it is stored.



PRINT

Consumer Sentinel Network Complaints

Record # 2 / Consumer Sentinel Network Complaints			
Reference Number:	(b)(6)	Originator Reference Number:	(b)(6)
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?	No
Comments:	<p>I have been charged for over a year a Premier Service charge of \$19.98 per month that I never signed up for or authorized. I talked to a T-mobile rep. in mid-September asking for reimbursement of these unauthorized charges. She informed me she would make it happen, and I should see the reimbursement money on my October or November T-Mobile bill. She also blocked these Premium Services for my account. Well I have yet to see any for my money back. The charges look like: OTHER SERVICE PROVIDER CHARGES8/23/13Jesta Digital,9:12 AM866-856-5267Jesta D755559.999.998/28/13SendMe, Inc.8:43 AM877-848-6299SendMe,480009.999.99 SUBTOTAL 19.98Once again I have NEVER authorized any payment to a service called 'Jesta Digital' or 'Sendme, Inc', by T-Mobile. I find it unethical to be auto charged money via a phone bill. -- Additional Comments: I would like a full reimbursement of all of these fraudulent Premium Service charges. My billing records on T-mobiles site go back only ONE year, but I have hard copy records that go back further. One years worth of these bogus charges = \$239.76. I have been a loyal T-mobile customer for over 10 years, and have always been happy with their phones, billing, and customer service. But, secretly adding these 'Premium Services' charges to my account is unexceptional.</p>		
Was the complaint resolved?:	Yes	Complaint Resolution:	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.
Data Reference:			
Entered By:	BBBSEAT-USER	Entry Date:	11/7/2013
Updated By:		Updated Date:	
Complaint Source:	BBB WA DuPont	Product Service Code:	Mobile: Other
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	11/7/2013	Transaction Date:	
Initial Contact:		Initial Response:	
Statute/Rule:		Law Violation:	
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:		Cross Border Complaint?:	No
Consumer Information			
Consumer			
Complaining Company/Org:			
First Name:	(b)(6)	Last Name:	(b)(6)

Address 1:	(b)(6)	Address 2:	
City:	SEATTLE	State:	Washington
Zip:	(b)(6)	Country:	UNITED STATES
Home Number:	(b)(6)	Work Number:	(b)(6)
Fax Number:		Ext:	
Email:	(b)(6)	Age Range:	
Military Service Branch:		Soldier Status:	
Soldier Station:			
Subject			
Subject:	T-mobile Usa Inc		
Address:	12920 SE 38th St		
City:	Bellevue	State/Prov:	Washington
ZIP:		Country:	United States
Email:		URL:	www.t-mobile.com
Area Code:	800	Phone Number:	9378997
Ext:		Subject ID Type:	
Subject ID Issuer State:		Subject ID Issuer Country:	
Representative Name:	Exec. Customer Relat Attention: Angela Baca		Title:

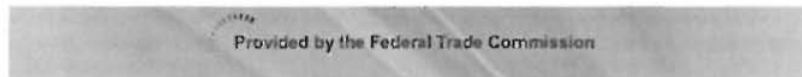


PRINT

Consumer Sentinel Network Complaints

Record # 7 / Consumer Sentinel Network Complaints			
Reference Number:	(b)(6)	Originator Reference Number:	(b)(6)
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?	No
Comments:	I kept being charged for Premium Services but did not ask for it. I found out these Premium Services came from a company called 'Smart Text'. I called the company and they stated 'I had opened the web browser and by doing so agreed to their product'. This company 'Smart Text' is scamming consumers by blatantly forcing their product on individuals. This company needs to be fined and regulated. There are individuals, who don't know about this scamming and the cell phone carriers should block them from being allowed to charge individuals for a false service.Account_ Number: (b)(6) --- Additional Comments: DesiredSettlementID: Other (Requires Explanation) I want my money back from the company for the 3 months they charged me and I want \$500.00 for undo stress due to their devious act.		
Was the complaint resolved?:		Complaint Resolution:	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.
Data Reference:			
Entered By:	BBBSEAT-USER	Entry Date:	9/12/2013
Updated By:	BBBSEAT-USER	Updated Date:	3/7/2014
Complaint Source:	BBB WA DuPont	Product Service Code:	Mobile: Other
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	9/12/2013	Transaction Date:	
Initial Contact:		Initial Response:	
Statute/Rule:		Law Violation:	
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:		Cross Border Complaint?:	No
Consumer Information			
Consumer			
Complaining Company/Org:			
First Name:	(b)(6)	Last Name:	(b)(6)
Address 1:	(b)(6)	Address 2:	
City:	AUGUSTA	State:	Georgia
Zip:	(b)(6)	Country:	UNITED STATES
Home Number:		Work Number:	(b)(6)

Fax Number:		Ext:	
Email:	(b)(6)	Age Range:	
Military Service Branch:		Soldier Status:	
Soldier Station:			
Subject			
Subject:	T-mobile Usa Inc		
Address:	12920 SE 38th St		
City:	Bellevue	State/Prov:	Washington
ZIP:		Country:	United States
Email:		URL:	www.t-mobile.com
Area Code:	800	Phone Number:	9378997
Ext:		Subject ID Type:	
Subject ID Issuer State:		Subject ID Issuer Country:	
Representative Name:	Exec. Customer Relat Attention: Angela Baca		Title:



Record # 2 / Consumer Sentinel Network Complaints			
Reference Number:	(b)(6)	Originator Reference Number:	(b)(6)
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?	No
Comments:	T Mobile has premium charges on my bill that I did not authorize. This has been going on for months. The premium charges are from a company called SendMe Inc, Thumbplay. T Mobile let these companies have access to my phone account without my authorization and allow them to incur charges that are completely fraudulent!! T mobile probably charges taxes on this too. T Mobile bill is confusing anyway with all there extra charges, who knows what these are for anyway. Of course I call T mobile and they have no representatives available. Such terrible customer service!!!Product_Or_Service: LG /my touch Q/Account_Number: (b)(6) (b)(6) - Additional Comments: DesiredSettlementID: Other (Requires Explanation) I would like the false charge fees refunded to me.		
Was the complaint resolved?:	Yes	Complaint Resolution:	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.
Data Reference:			
Entered By:	BBBSEAT-USER	Entry Date:	9/3/2013
Updated By:	BBBSEAT-USER	Updated Date:	3/7/2014
Complaint Source:	BBB WA DuPont	Product Service Code:	Mobile: Other
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	9/3/2013	Transaction Date:	
Initial Contact:		Initial Response:	
Statute/Rule:		Law Violation:	
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:		Cross Border Complaint?:	No
Consumer Information			
Consumer			
Complaining Company/Org:			
First Name:	(b)(6)	Last Name:	(b)(6)
Address 1:	(b)(6)	Address 2:	
City:	HACKETTSTOWN	State:	New Jersey
Zip:	(b)(6)	Country:	UNITED STATES
Home Number:		Work Number:	(b)(6)
Fax Number:		Ext:	
Email:	(b)(6)	Age Range:	
Military Service Branch:		Soldier Status:	
Soldier Station:			
Subject			
Subject:	T-mobile Usa Inc		
Address:	12920 SE 38th St		
City:	Bellevue	State/Prov:	Washington

ZIP:		Country:	United States
Email:		URL:	www.t-mobile.com
Area Code:	800	Phone Number:	9378997
Ext:		Subject ID Type:	
Subject ID Issuer State:		Subject ID Issuer Country:	
Representative Name:	Exec. Customer Relat Attention: Angela Baca	Title:	

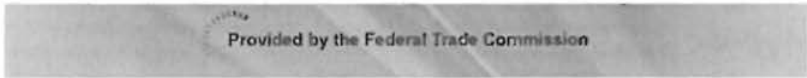


Record # 2 / Consumer Sentinel Network Complaints			
Reference Number:	(b)(6)	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?	No
Comments:	I am a T Mobile costumer and they billed me for Premium charges (Not disclosed on bill) when I called they said it was Lexacom Networks for ring tones and wall paper subscription. They said they sent a text asking to sent a text back if I wanted to decline the charges. I never initiated any request or downloaded any apps. Tmobile fails to protect their costumers form fraudulent 3rd party charges. I am not the only one I found several complaints form this same 3rd party online with Tmobile costumers that are even from last year. Tmobile receives the complaints but is not doing anything to stop this 3rd party provider to keep stilling form their costumers. TMobile is lacking of a sense of social responsibility. They do not even disclose that a 3rd party charge can be applied without prior costumer authorization. This is a big Fraud that needs to stop!!		
Was the complaint resolved?:		Complaint Resolution:	
Data Reference:			
Entered By:	FTCCIS-FTCUSER	Entry Date:	8/1/2013
Updated By:		Updated Date:	
Complaint Source:	FTC Online Complaint Assistant (CIS)	Product Service Code:	Telephone: Unauthorized Charges or Debits
Amount Requested:	\$15.00	Amount Paid:	\$15.00
Payment Method:	Phone Bill - Mobile Devices	Agency Contact:	Internet
Complaint Date:	8/1/2013	Transaction Date:	
Initial Contact:	Mobile: Text/Email/IM	Initial Response:	Unknown
Statute/Rule:	Pay Per Call Rule	Law Violation:	Charge for unauthorized phone services
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
Consumer Information			
Consumer			
Complaining Company/Org:			
First Name:	(b)(6)	Last Name:	(b)(6)
Address 1:	(b)(6)	Address 2:	
City:	South Riding	State:	Virginia
Zip:	(b)(6)	Country:	UNITED STATES
Home Number:		Work Number:	
Fax Number:		Ext:	
Email:		Age Range:	
Military Service Branch:		Soldier Status:	
Soldier Station:			
Subject			
Subject:	Lexacom Network		
Address:	6601 Center Dr West #700		
City:	Los Angeles	State/Prov:	California
ZIP:	90004-5	Country:	United States
Email:		URL:	

Area Code: 800	Phone Number: 4166129
Ext:	Subject ID Type:
Subject ID Issuer State:	Subject ID Issuer Country:
Representative Name:	Title:

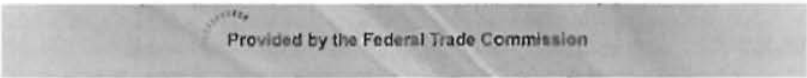
Record # 8 / Consumer Sentinel Network Complaints			
Reference Number:	(b)(6)	Originator Reference Number:	(b)(6)
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?	No
Comments:	<p>In March of this year I started receiving charges for a premium service through my cell phone provider, T-Mobile. Due to the setup of the bill, and the generic name of 'Premium Service' that identified the charge, I was unaware that this was anything out of the ordinary. At the time I was experiencing problems with the charges on the account and contacted the company multiple times to get this set straight. When asking the chat agents what the charge was for they were unable to give a good explanation. I asked for the charge to be removed and was told it had been done. I was told to wait 2 billing cycles to see the change. This seemed odd but I did just that. When I viewed the bill again I must have missed it because I can clearly see now that the charge was never removed. The charge in question is for a premium service called Jamster. I have confirmed through the history on the phone that no Jamster related apps were ever downloaded or used. My research shows that this is very common with cell phone providers. Apparently, anyone can sign up for the service simply by entering a phone number without further validation. When I called again this evening, 07/22, I was given a number to call and told that they could request a credit but couldn't make a guarantee it would be approved. I called the number I was given but it rang to a busy signal and no other numbers could be located online. I called T-Mobile again and was offered a \$20 credit despite my explanation that this was brought up back when the charges first appeared. I accepted the credit offer and explained that if the full credit was offered/applied that I would be contacting the BBB and their corporate offices. T-Mobile's agents are nice but this is just another, in a long line of, bad interactions. The agents simply can't get their story straight and often times are not performing the actions they promise to on the call/chat. Product Or Service: Other /Samsung Galaxy S III/NAC Value Family UnlimitedAccount_ Number: (b)(6) -- Additional Comments: DesiredSettlementID: Other (Requires Explanation) I would like to be credited the full amount that I have been charged for the Jamster service that started in March of this year. By my calculations, that total is \$49.95.</p>		
Was the complaint resolved?:	Yes	Complaint Resolution:	ASSUMED RESOLVED. The business addressed the issue, but the consumer has not verified with the BBB that the complaint is settled nor requested additional BBB assistance.
Data Reference:			
Entered By:	BBBSEAT-USER	Entry Date:	7/23/2013
Updated By:	BBBSEAT-USER	Updated Date:	3/7/2014
Complaint Source:	BBB WA DuPont	Product Service Code:	Mobile: Other
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	7/23/2013	Transaction Date:	
Initial Contact:		Initial Response:	
Statute/Rule:		Law Violation:	
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:		Cross Border Complaint?:	No
Consumer Information			
Consumer			
Complaining Company/Org:			
First Name:	(b)(6)	Last Name:	(b)(6)
Address 1:	(b)(6)	Address 2:	
City:	BALTIMORE	State:	Maryland

Zip:	(b)(6)	Country:	UNITED STATES
Home Number:	(b)(6)	Work Number:	(b)(6)
Fax Number:		Ext:	
Email:	(b)(6)	Age Range:	
Military Service Branch:		Soldier Status:	
Soldier Station:			
Subject			
Subject:	T-mobile Usa Inc		
Address:	12920 SE 38th St		
City:	Bellevue	State/Prov:	Washington
ZIP:		Country:	United States
Email:		URL:	www.t-mobile.com
Area Code:	800	Phone Number:	9378997
Ext:		Subject ID Type:	
Subject ID Issuer State:		Subject ID Issuer Country:	
Representative Name:	Exec. Customer Relat Attention: Angela Baca		Title:



Record # 3 / Consumer Sentinel Network Complaints			
Reference Number:	(b)(6)	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?	No
Comments:	I received a text message on my cellular phone from a company I didnt know, with something about ring tones in the header. I deleted it. Just as I would have deleted it if it came to my e-mail account, believing it to be harmful to my computercell. Little did I know it was possible for a company to bill my cellular account without my specific approval. Lexacom Network have since charged my T-Mobile cellular account 14.99 every month (since Dec. 2012) . Ive recently found out that I should have opened the text and replied "stop" to cancel any service they were trying to push. I didnt think it was possible for a company to start billing me for a service I didnt say "NO" to.		
Was the complaint resolved?:		Complaint Resolution:	
Data Reference:			
Entered By:	FTCCIS-FTCUSER	Entry Date:	6/27/2013
Updated By:		Updated Date:	
Complaint Source:	FTC Online Complaint Assistant (CIS)	Product Service Code:	Telephone: Unauthorized Charges or Debits
Amount Requested:	\$105.00	Amount Paid:	\$105.00
Payment Method:	Phone Bill - Mobile Devices	Agency Contact:	Internet
Complaint Date:	6/27/2013	Transaction Date:	12/25/2012
Initial Contact:	Mobile: Text/Email/IM	Initial Response:	Other
Statute/Rule:	Pay Per Call Rule	Law Violation:	Charge for unauthorized phone services
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
Consumer Information			
Consumer			
Complaining Company/Org:			
First Name:	(b)(6)	Last Name:	(b)(6)
Address 1:	(b)(6)	Address 2:	
City:	Houston	State:	Texas
Zip:	(b)(6)	Country:	UNITED STATES
Home Number:	(b)(6)	Work Number:	
Fax Number:		Ext:	
Email:	(b)(6)	Age Range:	50 - 59
Military Service Branch:		Soldier Status:	
Soldier Station:			
Subject			
Subject:	Lexacom Network		
Address:			
City:		State/Prov:	
ZIP:		Country:	United States
Email:		URL:	
Area Code:	800	Phone Number:	2357105

Ext:		Subject ID Type:	
Subject ID Issuer State:		Subject ID Issuer Country:	
Representative Name:		Title:	



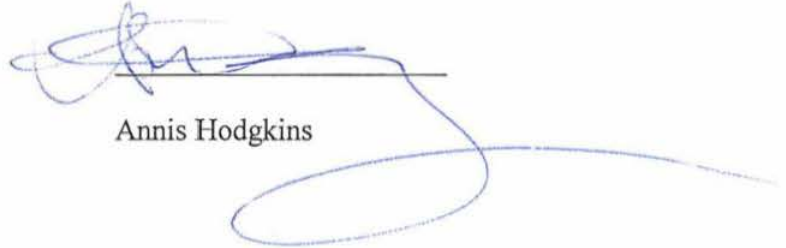
**DECLARATION OF ANNIS HODGKINS
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Annis Hodgkins. I live in Colorado Springs, CO. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. Sometime around October 2012, I noticed a charge for \$9.99 on my T-Mobile cell phone bill for September 2012. On the bill, the charge was described as “8889753844TextAlts84930” and “Wise Media.” Attached as **Attachment A** to this Declaration is a true and complete copy of page 272 of my T-Mobile cell phone bill for the September 2012.
3. Upon noticing the charges for September 2012, I reviewed my prior T-Mobile cell phone bills and discovered a similar charge for \$9.99 in August 2012, which was also associated with Wise Media. Attached as **Attachment B** to this Declaration is a true and complete copy of page 245 of my T-Mobile cell phone bill for the August 2012.
4. I do not recall ever agreeing to pay Wise Media for any service. I do not recall ever sending a text message to Wise Media or visiting a website associated with Wise Media.
5. My phone is set to require a PIN before purchases can be made, so I do not understand how I could have signed up for any purchase from Wise Media.
6. After noticing the charges, I called T-Mobile and asked for the charges to be removed from my bill. The T-Mobile representative refused to refund the charges and told me that the charges originated from a third party vendor. The T-Mobile representative was not able to tell me how the charges were initiated and only able to provide the phone number for Wise Media. The representative told me that I would have to call Wise Media to get my money back.

7. On or around December 8, 2012, I called the Wise Media toll free number. The Wise Media representative told me that Wise Media would send me a refund check within 3-5 business days.
8. On or around January 10, 2013, I called Wise Media again because I had not received any refund yet. I was told once again, that I would receive a refund check within 3-5 business days. The representative also told me that I had reached a processing service, not Wise Media itself.
9. On or around February 25, 2013, I called the Wise Media toll free number again because I had not received my refund check. I was told that my information would be forwarded to Wise Media to request a supervisor call back. I have not received any such supervisor call back or refund check.
10. On or around March 5, 2013, I called Wise Media again because I had not received any refund yet and I was told her that my information would be sent to "long life love tip" to request a refund and a supervisor call back. I have not received any such supervisor call back or refund check.
11. On or around March 21, 2013, I received a call from a T-Mobile representative who told me they were following up on a complaint and had seen that I still had not received a refund for the Wise Media charges. The T-Mobile representative told me that T-Mobile would contact the third party vendor and give me a refund directly. I was told I would receive a credit on my T-Mobile bill next month for \$19.98. I have not yet received that bill.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in Colorado Springs, Colorado on

04/03/2013 [date].



A handwritten signature in blue ink, appearing to read 'Annis Hodgkins', is written over a horizontal line. A long, sweeping flourish extends from the end of the signature to the right.

Annis Hodgkins

Content Provider	Usage Charges
OTHER SERVICE PROVIDER CHARGES	
8/25/12 Wise Media 3:01 PM 8887953844TextAlts84930	9.99 9.99
SUBTOTAL	9.99

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Intl Disc Call (J) Intl Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

Additional Information:

Taxes, Fees and Surcharges - Includes government fees and taxes that we collect and are required by federal, state or local law to remit to the appropriate governmental entity (including, but not limited to, sales, use, excise, public utility, and E911). This section may also include certain fees and costs incurred by us as a result of providing service, such as universal service fees (USF). We elect to collect them in order to recover or help defray the costs we incur. These fees, and what is included in the fees, may vary by locale and may change from time to time without notice.

Regulatory Programs Fee - We collect and retain this fee to recover some of the costs we incur to comply with local, state and federal governmental mandates and programs, including, but not limited to, E911, local number portability and number pooling. We may impose the fee whether or not the benefits of any or all of these mandates and programs are available to you in your location.

Equipment Protect by Asurion (in Puerto Rico: CAPIC) is for the equipment repair and replacement program you may have selected. See [Equipment Protection Terms and Conditions](#) at T-Mobile.com for program details.

Late Fees - May apply on past due amounts not paid by the date on page 1 of your statement. See your rate plan for details. Late fee charges are liquidated damages and are not a penalty.

Payment By Check - When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer (EFT) from your account or to process the payment as a check transaction. If we process your payment by EFT, the funds may be withdrawn the same day we receive your payment, and your cancelled check will not be returned. Please contact 1-877-453-1304 with questions.

EasyPay - EasyPay is an automatic monthly payment feature. If you enroll, the following terms and conditions apply: You authorize T-Mobile to withdraw from your bank account or charge your credit or debit card for the monthly charges associated with your account (including your rate plan charge, add-on services selected, incidental purchases, plus applicable taxes, fees and surcharges). We will withdraw funds or charge your card 3 days before the due date on your account. You may stop a withdrawal or charge by giving us at least 3 business days notice before the scheduled date of withdrawal or charge. You have the right to receive notice of all varying transfers from your bank account. We are not liable for losses of any kind as a result of an error in your account or a delayed transfer or charge. You

*On web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES

Date	Content Provider	Time	Description	Usage Charges	Total
------	------------------	------	-------------	---------------	-------

OTHER SERVICE PROVIDER CHARGES

9/25/12	Wise Media	6:13 PM	8887953844TextAlts84930	9.99	9.99
SUBTOTAL					9.99

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Intl Disc Call (J) Intl Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

Additional Information:

Taxes, Fees and Surcharges - Includes government fees and taxes that we collect and are required by federal, state or local law to remit to the appropriate governmental entity (including, but not limited to, sales, use, excise, public utility, and E911). This section may also include certain fees and costs incurred by us as a result of providing service, such as universal service fees (USF). We elect to collect them in order to recover or help defray the costs we incur. These fees, and what is included in the fees, may vary by locale and may change from time to time without notice.

Regulatory Programs Fee - We collect and retain this fee to recover some of the costs we incur to comply with local, state and federal governmental mandates and programs, including, but not limited to, E911, local number portability and number pooling. We may impose the fee whether or not the benefits of any or all of these mandates and programs are available to you in your location.

Equipment Protect by Asurion (in Puerto Rico: CAPIC) is for the equipment repair and replacement program you may have selected. See [Equipment Protection Terms and Conditions](#) at T-Mobile.com for program details.

Late Fees - May apply on past due amounts not paid by the date on page 1 of your statement. See your rate plan for details. Late fee charges are liquidated damages and are not a penalty.

Payment By Check - When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer (EFT) from your account or to process the payment as a check transaction. If we process your payment by EFT, the funds may be withdrawn the same day we receive your payment, and your cancelled check will not be returned. Please contact 1-877-453-1304 with questions.

EasyPay - EasyPay is an automatic monthly payment feature. If you enroll, the following terms and conditions apply: You authorize T-Mobile to withdraw from your bank account or charge your credit or debit card for the monthly charges associated with your account

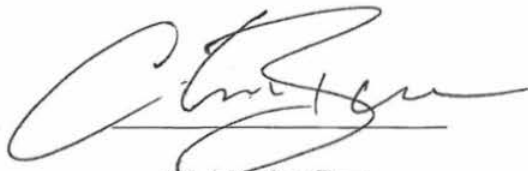
**DECLARATION OF CHRISTOPHER BARR
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Christopher Barr. I live in Buda, Texas. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. In October 2012 I was reviewing my T-Mobile phone bill and noticed additional charges in the Premium Services section. The charge was on my son's phone line for something called "Bullroarer" that cost \$9.99. I did not recognize this name and had no idea what premium service we were paying for.
3. Because I was concerned about this unfamiliar service, I checked my previous phone bills to determine when the charges began. I was able to access my mobile phone bills through December 2011 and saw Bullroarer charges of \$9.99 each month for the eleven months I could review, totaling almost \$110. I could not find any additional information about the service in any of my phone bills.
4. As a result, I conducted internet searches to learn what Bullroarer did. Through the search results, I learned that Bullroarer may provide informational text messages sent to the phone. Additionally, I noticed that there were many complaints about this text messaging service.
5. I checked my son's phone for these texts or any application associated with Bullroarer, but was unable to find any.
6. I spoke with my son who was seventeen years old and he did not recall ever sending or receiving any texts from Bullroarer or visiting any websites associated with Bullroarer.
7. Shortly after I first noticed the Bullroarer charge, I called T-Mobile in an attempt to get a refund. A T-Mobile representative explained to me that they could block all future texts to

our phones and charges to our account, but only Bullroarer could refund my money. I asked that T-Mobile block all future texts and charges.

8. Later that day, I tried to reach a Bullroarer employee to get a refund using a phone number for the company I found during my internet searches. Each time I called the company, I got no response and no call back.
9. On October 28, 2012, I filed a complaint with the Better Business Bureau, a true and correct copy of which is appended at **Attachment A**.
10. Approximately one week later the Better Business Bureau notified me that the company had settled the complaint by refunding my money.
11. About a week after the notification from the Better Business Bureau, I received a letter from a company called Mobile Media Products LLC explaining that they were refunding my money and enclosing a check for the amount I requested. The letter did not mention Bullroarer at all, but it was clearly settling my Better Business Bureau complaint for charges to my mobile phone bill. Prior to receiving this letter, I had never heard of the company Mobile Media Products LLC. A true and correct copy of the letter is appended as **Attachment B**.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in June 13, 2013.



Christopher Barr

Attachment A

COMPLAINT ACTIVITY REPORT Case # 57238771

Better Business Bureau, Inc.

Consumer Info: Barr, Christopher

[Redacted]
Buda, TX 78610
[Redacted]
[Redacted]@yahoo.com

Business Info: Bullroarer Corporation
731 Market Street #600
San Francisco, CA 94103
415 367-4440

Location Involved: (Same as above)

Consumer's Original Complaint :

Our sons cell phone number has been getting charged 9.99 a month from this company at least since December of 2011, I have had TMobile block this starting today (Oct 28,2012). I have been unable to reach this company with the number provided both from Tmobile and on the internet. I would like my charges reimbursed since there were no services rendered for this billing and seems to have been a scam.

Consumer's Desired Resolution:

I am looking for a settlement for the amounts I can see which would be for 9.99 a month for 11 months. I would like a refund of 110.00 dollars

BBB Processing

10/28/2012	web	BBB	Complaint Received by BBB
10/31/2012	DJG	BBB	Complaint Validated by BBB Operator
10/31/2012	Otto	EMAIL	Send acknowledgement to Consumer
10/31/2012	Otto	EMAIL	Inform Business of the Complaint
11/06/2012	WEB	BBB	RECEIVE BUSINESS RESPONSE : Thank you for alerting us to this concern.

We need your cell phone number so that we can check our transaction logs and then block and unsubscribe you from this service. Until we have the cell phone number we are unable to do this. Please also provide a mailing address for us to send the refund check to, once we have confirmed via our investigation, We are primarily a Digital Entertainment Company and as such offer an array of digital products for users to subscribe to and download entertainment experiences to their mobile cell phones. Under a license agreement with a mobile international billing platform, we are connected to most US Carriers for the purposes of delivering SMS messages and premium rated billing to end users mobile phone accounts. If you do receive similar messages again from another unknown source, you should text STOP or CANCEL which will immediately terminate the process, as required by telecommunications regulations, the STOP or Cancel messages have no premium charges.

We hope these actions help close out this BBB complaint.

Please note that when you enter your cell phone number on the internet or as part of prize giving, competitions, purchase, downloads or surveys, the detailed Terms and Conditions may outline that you are joining a subscription service similar to the one that you have been subscribed to in this complaint. This can sometimes happen if another family member has access to the handset.

Regards
Support Escalations

11/06/2012 DJG EMAIL Forward Business Response to Consumer

Attachment B

Mobile Media Products LLC

9107 Wiltshire Boulevard, Suite 450
Beverly Hills, CA 90210, USA
Email: support@ihelpmobile.com

Dear Sir/Madam,

Thank you for contacting us in relation to this matter, your request for a refund has been approved.

Please find enclosed a refund check for the Mobile Services charges in question

We apologise for any inconvenience this might have caused and hope the matter is hereby closed.

Regards



Jason Lee
CEO
Mobile Media Products LLC

**DECLARATION OF CHRISTINE DYE
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Christine Dye. I live in Tucson, Arizona. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. I was reviewing my April 2012 cell phone bill on May 6, 2012, when I noticed some suspicious charges that were not related to Wise Media LoveGenie Tips. In the process of investigating these charges and trying to get reimbursed, I was asked to provide a 5 digit code, which caused me to look through past cell phone bills. This caused me to notice—on June 11, 2012—that LoveGenie Tips had charged my cell phone bill without my consent.
3. T-Mobile billed me \$9.99 for October and November 2011 for LoveGenie Tips. The description for these charges was “83660 LoveGenieTips 88872.” The charges stopped without me doing anything. I did not notice the charges at the time because the total phone bill was within the range of what it normally is.
4. I had never heard of LoveGenie Tips, so I searched for it on the internet. I learned that it was associated with the company Wise Media.
5. I do not recall ever signing up for services from Wise Media or LoveGenie Tips.
6. I do not recall ever receiving any text messages from Wise Media or any text messages regarding LoveGenie Tips. Occasionally I receive text messages that are not from someone I know, but I always delete them.
7. I do not recall ever receiving any text messages with actual love tips from Love Genie Tips.

8. In the fall of 2011, my cell phone did not have internet access, so I am confident that I did not access a website associated with Wise Media through my phone. I do not recall accessing any website associated with Wise Media on my computer.
9. I do not believe that I ever received any "love tip" text messages as part of the LoveGenie Tips service.
10. I contacted T-Mobile about these charges, and the representative told me that I had signed up for them. T-Mobile did not give me a refund immediately. The T-Mobile representative gave me a phone number and email address to contact Wise Media, but I was never able to reach Wise Media. After numerous communications back and forth with T-Mobile they reimbursed me for the Wise Media charges, but it took a lot of time and effort to get my money back.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in December 24,
on 24, 2012.

Christine Dye

Christine Dye

FTC 69

**DECLARATION OF COLLEEN FAHLING
PURSUANT TO 28 U.S.C. § 1746**

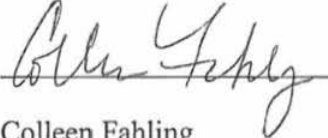
1. My name is Colleen Fahling. I live in Mattawan, Michigan. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. At some point in 2012, I received a text message from something called Gossip Rage. I did not respond to the text message.
3. Sometime around November 2012, I noticed a charge for \$9.99 on my T-Mobile cell phone bill under "other." When I called my carrier, T-Mobile, to ask about the charge, T-Mobile said that the charge was related to Gossip Rage and Wise Media.
4. Upon noticing the charges in November 2012, I reviewed my prior T-Mobile cell phone bills and discovered similar charges every month since February 2012. I was charged \$9.99 for Gossip Rage and Wise Media every month for ten months.
5. I do not recall ever agreeing to pay Gossip Rage or Wise Media for any service. I do not recall ever sending a text message to Gossip Rage or Wise Media or visiting a website associated with Gossip Rage or Wise Media.
6. On or around November 23, 2012, I called T-Mobile and asked for a refund. The T-Mobile representative offered a refund for five months, half of the total months charged. The T-Mobile representative told me to call Wise Media and obtain a refund for the other five months.
7. On that same day, I called Wise Media and asked for a refund. I explained to the Wise Media representative that my carrier, T-Mobile, agreed to refund five months of charges, and that I should obtain a refund for the remaining five months from Wise Media. The

Wise Media representative agreed to refund me for five months and said I would receive a check in the mail within 3-5 business days.

8. On or around December 16, 2012, I called T-Mobile because I had not received any refund yet. When I asked about my refund for the Wise Media charges, the T-Mobile representative said that they would not give me any refund. The T-Mobile representative said that I should try to obtain a full refund from Wise Media. The T-Mobile representative said they could not do anything.
9. On or around December 19, 2012, I called Wise Media and told them that T-Mobile now refused to split the refund total. I asked for a full refund from Wise Media and they agreed. The Wise Media representative said I would receive a check in the mail within 3-5 business days.
10. On or around January 10, 2013, I called Wise Media because I had not received my refund check.
11. On February 8, 2013, I submitted a complaint to the Better Business Bureau (BBB). Wise Media responded to the BBB saying Wise Media would resolve my case by issuing me a refund. My BBB case was closed on March 12, 2013.
12. On or around March 18, 2013, I received a refund check from Wise Media for \$99.90.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in Mattawan, Michigan on

4/4/13 [date].


Colleen Fahling

**DECLARATION OF CINDY SHELTON
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Cindy Shelton. I live in Brookfield, Illinois. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. In November 2011, I signed up for a T-Mobile wireless plan. Within weeks of switching to T-Mobile, I began to receive periodic informational text messages from a phone number I did not recognize. I found these messages puzzling and could not figure out why they went to me. Consequently, I deleted each text right after receiving it.
3. In February or March of 2012, I noticed a charge on my T-Mobile bill I did not recognize. The charge was in the "Premium Services" section where I would normally see fees for downloads of games that I purchased for the phone. The bill listed the content as "Bullroarer" and the amount at \$9.99. I did not recognize the name Bullroarer and could not think of any reason why this charge would be on my bill. I do not recall signing up for any text subscription services. I do not recall visiting any websites associated with Bullroarer.
4. Because I was concerned by the unfamiliar charge I went back to check my previous T-Mobile bills. I discovered that T-Mobile charged me \$9.99 for "Bullroarer" for four months, totaling \$35.96. Copies of my December 2011 and January 2012 bills are appended as **Attachment A** and **Attachment B**, respectively.
5. I called T-Mobile to find out why they were charging me extra. A company representative informed me that Bullroarer was a premium text messaging service for which I paid a subscription fee. They explained that when I did not respond with "I decline," or something like that to the initial text message, I "signed up" for the service and Bullroarer then had

permission to put charges on my mobile bill. I told the representative that I did not want this service and that I never intended to subscribe.

6. When I asked how I could avoid future charges, the representative offered to block all paid download since they could not block a specific company. She also said T-Mobile would give me a partial refund by crediting my phone bill \$32.96 for the Bullroarer payments I made. When I asked why T-Mobile could not credit me for all the charges, she responded that only Bullroarer could provide me the full refund. The representative provided me an email address and the phone number, 866-861-1606, so I could contact Bullroarer about receiving a full refund.
7. I tried calling the Bullroarer phone number T-Mobile provided, but found it was not working. I then sent a message to the Bullroarer email address I received asking for a full refund, but received no response.
8. On one of my later wireless bills, I noticed that T-Mobile had credited my account for only a small portion of the amount they promised. I recall the refund amount being under ten dollars. This upset me and I contacted T-Mobile using an online chat function on their website. I asked why T-Mobile was not crediting me the amount of money their representative told me they would. The person who responded to my message said that the Bullroarer charges on my phone bill were not T-Mobile's problem.
9. The representative told me via chat that T-Mobile had given as much of a refund as it was planning on providing and would not credit me anymore. The representative reiterated that I would have to go to Bullroarer if I wanted any additional money refunded. I reminded the representative that the contact information they gave me for Bullroarer was bad and the company was not responding to my requests. The representative responded that the email

address and phone number previously provided to me was the only contact information T-Mobile had for Bullroarer and once again told me that I would have to seek a full refund on my own.

10. Shortly thereafter on July 30, 2012, I filed a complaint with the Federal Trade Commission and Federal Communications Commission.
11. I still have not received any response to my email from Bullroarer.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in June 18, 2013.



Cindy Shelton

Attachment A

T-Mobile stick together

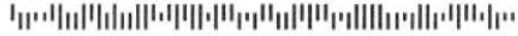
Your Statement

Statement For: **Christopher Shelton**
Account Number: [REDACTED]

Important Information

Visit www.my.t-mobile.com to pay your bill online, check your balance & minutes, get product support, and shop for the latest ringtones and wallpapers for your phone!

AT 01 033968 09500B133 A**3DGT



Christopher Shelton
[REDACTED]
BROOKFIELD IL 60513-1565

Summary

Previous Balance \$ 159.87
Pmt Rec'd - Thank You \$ (159.87)

Total Past Due \$ -
(Due Immediately)

Monthly Recurring Chgs \$ 119.98
Usage Charges \$ 14.95
Other Charges \$ 3.22
Taxes & Surcharges \$ 14.63

Total Current Charges \$ 152.78
Current Charges Due By 1/16/12

Grand Total \$ 152.78

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.



Statement For: **Christopher Shelton**
Account Number: [REDACTED]

T-MOBILE
PO BOX 742596
CINCINNATI OH 45274-2596



Amount Due By 1/16/12	Amount Enclosed
\$152.78	

- For EasyPay Option - check box and complete the reverse side
- If you have changed your address - check box and record new address on the reverse side.

0408339327060116120000152782605130000

Statement For: **Christopher Shelton**
 Account Number: [REDACTED]

Customer Service Number **1-800-937-8997**

Dec 24, 2011

Page 3 of 7

Monthly Summary

Monthly service charges from 11/24/11 - 12/23/11

Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges
Account Charges	\$ 79.98	\$ -	\$ -	\$ -	\$ -	\$ 12.63	\$ 92.61
(Details on Page 3)							
[REDACTED]	\$ 20.00	\$ -	\$ 10.98	\$ -	\$ 1.61	\$ 1.00	\$ 33.59
(Details on Page 4)							
[REDACTED]	\$ 20.00	\$ -	\$ 3.97	\$ -	\$ 1.61	\$ 1.00	\$ 26.58
(Details on Page 6)							
Total	\$ 119.98	\$ -	\$ 14.95	\$ -	\$ 3.22	\$ 14.63	\$ 152.78

Available Service	Type	WHENEVER	WEEKEND
Classic Family 1K Talk	Incl Minutes	Minutes 1,000	-
	T-Mobile to T-Mobile	Minutes Unlimited	-
	Use Them Or Lose Them	Minutes -	Unlimited

Account Service Detail

	Amount	Totals
Previous Balance	\$ 159.87	
Payment Received On 11/30/11	\$ (159.87)	
Monthly Recurring Charges		\$ 79.98
Classic Family 1K Talk	\$ 59.98	
Family Unlimited Msg	\$ 20.00	
Taxes, Fees and Surcharges		\$ 12.63
Government Fees and Taxes		
Federal Universal Service Fund	\$ 1.98	
Telecom Excise Tax	\$ 10.65	
Total Charges		\$ 92.61



Customer Service Number 1-800-937-8997

Dec 24, 2011

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Itemized Details For: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Dec 24, 2011

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Itemized Details For: [REDACTED]
Account Number: [REDACTED]

Subscriber Service Detail for [REDACTED]						
Available Service	Type	WHENEVER	WEEKEND			
Classic Family 1K Talk	Incl Minutes	Minutes	1,000			
	T-Mobile to T-Mobile	Minutes	Unlimited			
	Use Them Or Lose Them	Minutes	-	Unlimited		
FT Unlimited Msg	Picture Messages	Messages	Unlimited			
FT Unlimited SMS	Text Messages	Messages	Unlimited			
REQ Plus 2GB Data Classic	Mobile Broadband	Gigabytes	Unlimited			
Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND	
Included Plan Minutes	Minutes	-	414	6	107	
Mobile Broadband	Gigabytes	-	0.0601	0.0185	0.0247	
Other Svc Prov	Messages	2	-	-	-	
Picture Messaging Recd	Messages	21	-	-	-	
Picture Messaging Sent	Messages	15	-	-	-	
T-Mobile to T-Mobile	Minutes	-	83	-	14	
Txt Msg Recd	Messages	280	-	-	-	
Txt Msg Sent	Messages	271	-	-	-	
					Amount	Totals
Monthly Recurring Charges						\$ 20.00
Enhanced Voicemail					\$ -	
REQ Plus 2GB Data Classic					\$ 20.00	
Usage Charges						\$ 10.98
PREMIUM SERVICES					\$ 10.98	
Other Charges						\$ 1.61
Communications Related						
Regulatory Programs Fee*					\$ 1.61	
Taxes, Fees and Surcharges						\$ 1.00
Government Fees and Taxes						
Federal Universal Service Fund					\$ 0.05	
Telecom Excise Tax					\$ 0.22	
State 911					\$ 0.73	
Total Charges						\$ 33.59

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					624	\$ -	\$ -	\$ -
SUBTOTAL					624	\$ -	\$ -	\$ -

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls
(I) Intl Disc Call (J) Intl Disc Call to Mobile (K) WPS Call (T) T-Mobile Number (U) Wi-Fi Call (V) myFaves Call (X) T-Mobile @Home Call

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					587		\$ -
SUBTOTAL					587		\$ -

WEB AND DATA USAGE CHARGES					
Date	Service	Time	Volume	Measurement	Total
Included Data with Zero Charges			0.1034	Gigabytes	
SUBTOTAL			0.1034	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
11/29/11	Bullroarer	4:37 AM	96633IQ16CALL5668611606	\$ 9.99	\$ 9.99
12/09/11	Microsoft	4:51 PM	Top Truck	\$ 0.99	\$ 0.99
Other Service Provider Charges Subtotal				\$ 10.98	\$ 10.98
SUBTOTAL				\$ 10.98	\$ 10.98

Total of All Usage Charges \$ 10.98

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls
(I) Intl Disc Call (J) Intl Disc Call to Mobile (K) WPS Call (T) T-Mobile Number (U) Wi-Fi Call (V) myFaves Call (X) T-Mobile @Home Call



Customer Service Number 1-800-937-8997

Dec 24, 2011

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Itemized Details For: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Dec 24, 2011

Page 7 of 7

Itemized Details For: [REDACTED]
Account Number: [REDACTED]

Subscriber Service Detail for [REDACTED]				
Available Service	Type	WHENEVER	PEAK	WEEKEND
Classic Family 1K Talk	Incl Minutes	Minutes	1,000	-
	T-Mobile to T-Mobile	Minutes	Unlimited	-
	Use Them Or Lose Them	Minutes	-	Unlimited
FT Unlimited Msg	Picture Messages	Messages	Unlimited	-
FT Unlimited SMS	Text Messages	Messages	Unlimited	-
REQ Plus 2GB Data Classic	Mobile Broadband	Gigabytes	Unlimited	-

Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
Included Plan Minutes	Minutes	-	260	2	33
Mobile Broadband	Gigabytes	-	0.1791	0.0702	0.0338
Other Svc Prov	Messages	3	-	-	-
Picture Messaging Recd	Messages	5	-	-	-
Picture Messaging Sent	Messages	11	-	-	-
T-Mobile to T-Mobile	Minutes	-	98	-	48
Txt Msg Recd	Messages	330	-	-	-
Txt Msg Sent	Messages	382	-	-	-

	Amount	Totals
Monthly Recurring Charges		\$ 20.00
Enhanced Voicemail	\$ -	
REQ Plus 2GB Data Classic	\$ 20.00	
Usage Charges		\$ 3.97
PREMIUM SERVICES	\$ 3.97	
Other Charges		\$ 1.61

Communications Related	Amount
Regulatory Programs Fee*	\$ 1.61

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

Taxes, Fees and Surcharges	Amount
Government Fees and Taxes	
Federal Universal Service Fund	\$ 0.05
Telecom Excise Tax	\$ 0.22
State 911	\$ 0.73
Total Charges	\$ 26.58

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					439	\$ -	\$ -	\$ -
SUBTOTAL					439	\$ -	\$ -	\$ -

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls

(I) Int'l Disc Call (J) Int'l Disc Call to Mobile (K) WPS Call (T) T-Mobile Number (U) Wi-Fi Call (V) myFaves Call (X) T-Mobile @Home Call

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					728		\$ -
SUBTOTAL					728		\$ -

WEB AND DATA USAGE CHARGES					
Date	Service	Time	Volume	Measurement	Total
Included Data with Zero Charges			0.2832	Gigabytes	
SUBTOTAL			0.2832	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
12/07/11	Microsoft	12:42 PM	Combat Helicopter	\$ 0.99	\$ 0.99
12/08/11	Microsoft	8:50 AM	Lushington Springs	\$ 1.99	\$ 1.99
12/09/11	Microsoft	10:47 AM	Top Truck	\$ 0.99	\$ 0.99
Other Service Provider Charges Subtotal				\$ 3.97	\$ 3.97
SUBTOTAL				\$ 3.97	\$ 3.97

Total of All Usage Charges	\$ 3.97
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The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls

(I) Int'l Disc Call (J) Int'l Disc Call to Mobile (K) WPS Call (T) T-Mobile Number (U) Wi-Fi Call (V) myFaves Call (X) T-Mobile @Home Call



Attachment B

T-Mobile stick together

Your Statement

Statement For: **Christopher Shelton**
Account Number: [REDACTED]

Important Information

Visit www.my.t-mobile.com to pay your bill online, check your balance & minutes, get product support, and shop for the latest ringtones and wallpapers for your phone!

AT 01 032467 28119B126 A**3DGT



Christopher Shelton
[REDACTED]
BROOKFIELD IL 60513-1565

Summary

Previous Balance \$ 152.78
Pmt Rec'd - Thank You \$ (152.78)

Total Past Due \$ -
(Due Immediately)

Monthly Recurring Chgs \$ 119.98
Usage Charges \$ 9.99
Other Charges \$ 3.22
Taxes & Surcharges \$ 15.13

Total Current Charges \$ 148.32
Current Charges Due By 2/16/12

Grand Total \$ 148.32



PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.



Statement For: **Christopher Shelton**
Account Number: [REDACTED]

T-MOBILE
PO BOX 742596
CINCINNATI OH 45274-2596



Amount Due By 2/16/12	Amount Enclosed
\$148.32	

- For EasyPay Option - check box and complete the reverse side
- If you have changed your address - check box and record new address on the reverse side.

0408339327060216120000148326605130000



Statement For: **Christopher Shelton**
 Account Number: XXXXXXXXXX

Customer Service Number **1-800-937-8997**

Jan 24, 2012

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Additional Information:

Taxes, Fees and Surcharges - Includes government fees and taxes that we collect and are required by federal, state or local law to remit to the appropriate governmental entity (including, but not limited to, sales, use, excise, public utility, and E911). This section may also include certain fees and costs incurred by us as a result of providing service, such as universal service fees (USF). We elect to collect them in order to recover or help defray the costs we incur. These fees, and what is included in the fees, may vary by locale and may change from time to time without notice.

Regulatory Programs Fee - We collect and retain this fee to recover some of the costs we incur to comply with local, state and federal governmental mandates and programs, including, but not limited to, E911, local number portability and number pooling. We may impose the fee whether or not the benefits of any or all of these mandates and programs are available to you in your location.

Equipment Protect by Asurion (in Puerto Rico: CAPIC) is for the equipment repair and replacement program you may have selected. See [Equipment Protection Terms and Conditions at T-Mobile.com](#) for program details.

Late Fees - May apply on past due amounts not paid by the date on page 1 of your statement. See your rate plan for details. Late fee charges are liquidated damages and are not a penalty.

Payment By Check - When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer (EFT) from your account or to process the payment as a check transaction. If we process your payment by EFT, the funds may be withdrawn the same day we receive your payment, and your cancelled check will not be returned. Please contact 1-800-937-8997 with questions.

EasyPay - EasyPay is an automatic monthly payment feature. If you enroll, the following terms and conditions apply: You authorize T-Mobile to withdraw from your bank account or charge your credit or debit card for the monthly charges associated with your account (including your rate plan charge, add-on services selected, incidental purchases, plus applicable taxes, fees and surcharges). We will withdraw funds or charge your card 3 days before the due date on your account. You may stop a withdrawal or charge by giving us at least 3 business days notice before the scheduled date of withdrawal or charge. You have the right to receive notice of all varying transfers from your bank account. We are not liable for losses of any kind as a result of an error in your account or a delayed transfer or charge. You must promptly notify us in writing of any changes to your EasyPay information and our only liability is to make appropriate changes after we receive your updated information. T-Mobile may change these Terms and Conditions at any time by giving you notice by any means. EasyPay can be terminated with reasonable notice by either party and all transactions authorized before termination will be completed. Check with your bank for any additional charges or fees. To enroll, complete and mail the form below or visit www.T-Mobile.com and call 1-800-937-8997 with any questions.

Questions about your bill? Call Customer Service at 1-800-937-8997 or 611 from your T-Mobile phone (Por favor llame al 1-800-937-8997 o 611 de su teléfono T-Mobile para preguntas de su factura). You can also write to T-Mobile Customer Relations, PO Box 37380, Albuquerque, NM 87176-7380 or send us an email via our website at <http://www.t-mobile.com/contact>. **CA customers**, if you have a complaint you cannot resolve with us, write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-6846.

NM customers may also contact the New Mexico Public Regulation Commission at 1-888-427-5772. **Puerto Rico customers:** For any disputes regarding your bill, you should notify us no later than 20 days from the date such bill was sent to you. We will notify you of our resolution regarding your dispute within 15 days after the date in which such notification was received. If you disagree with our resolution, you will have the right to submit a Petition for Review by the Telecommunications Regulatory Board of Puerto Rico, 500 Ave. Roberto H. Todd (Pda. 18 - Santurce) San Juan, PR 00907-3941, within 30 days of the notification of our resolution. You must send us a copy of your Petition for Review to Apartado 191957, SJ, PR 00919-1957 Attn: Customer Service Manager. If you have any questions, please contact our Customer Service representatives by calling toll-free at 1-800 937-8997 or 611 from your T-Mobile phone. please contact our Customer Service representatives by calling toll-free at 1-800 937-8997 or 611 from your T-Mobile phone.

View your bill and call details online for free. Log into your account at www.t-mobile.com.

Change Of Address:

Effective Date / /

Address

City

State

Zip -

Home# ()

Business# ()

EasyPay Checking

EasyPay Saving

Bank Account Number:

Routing and Transit Number:

EasyPay Agreement: I hereby agree that I have fully read and understand the Easy Pay account terms and conditions and that I authorize T-Mobile to debit the specified bank account for payment of my T-Mobile bill(s). I understand that my participation in Easy Pay is to remain in effect until cancelled in writing by me, financial institution or T-Mobile. I understand that all terms and conditions of my T-Mobile Service Agreement remain in full force and effect.

Please sign and date here for EasyPay :

Signature Date / /

Statement For: **Christopher Shelton**
 Account Number: [REDACTED]

Customer Service Number **1-800-937-8997**

Jan 24, 2012

Page 3 of 7

Monthly Summary							
Monthly service charges from 12/24/11 - 1/23/12							
Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges

Account Charges	\$ 79.98	\$ -	\$ -	\$ -	\$ -	\$ 13.11	\$ 93.09
(Details on Page 3)							
[REDACTED]	\$ 20.00	\$ -	\$ 9.99	\$ -	\$ 1.61	\$ 1.01	\$ 32.61
(Details on Page 4)							
[REDACTED]	\$ 20.00	\$ -	\$ -	\$ -	\$ 1.61	\$ 1.01	\$ 22.62
(Details on Page 6)							

Total	\$ 119.98	\$ -	\$ 9.99	\$ -	\$ 3.22	\$ 15.13	\$ 148.32
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Available Service	Type	WHENEVER	WEEKEND
Classic Family 1K Talk	Incl Minutes	Minutes 1,000	-
	T-Mobile to T-Mobile	Minutes Unlimited	-
	Use Them Or Lose Them	Minutes -	Unlimited

Account Service Detail		
	Amount	Totals

Previous Balance	\$ 152.78	
Payment Received On 12/30/11	\$ (152.78)	

Monthly Recurring Charges		\$ 79.98
Classic Family 1K Talk	\$ 59.98	
Family Unlimited Msg	\$ 20.00	

Taxes, Fees and Surcharges		\$ 13.11
-----------------------------------	--	-----------------

Government Fees and Taxes		
Federal Universal Service Fund	\$ 2.40	
Telecom Excise Tax	\$ 10.71	

Total Charges		\$ 93.09
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Customer Service Number 1-800-937-8997

Jan 24, 2012

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Itemized Details For: [REDACTED]
Account Number: [REDACTED]

Subscriber Service Detail for [REDACTED]						
Available Service	Type	WHENEVER	WEEKEND			
Classic Family 1K Talk	Incl Minutes	Minutes	1,000	-		
	T-Mobile to T-Mobile	Minutes	Unlimited	-		
	Use Them Or Lose Them	Minutes	-	Unlimited		
FT Unlimited Meg	Picture Messages	Messages	Unlimited	-		
FT Unlimited SMS	Text Messages	Messages	Unlimited	-		
REQ Plus 2GB Data Classic	Mobile Broadband	Gigabytes	Unlimited	-		
Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND	
Included Plan Minutes	Minutes	-	504	35	204	
Mobile Broadband	Gigabytes	-	0.1210	0.0311	0.0330	
Other Svc Prov	Messages	1	-	-	-	
Picture Messaging Recd	Messages	13	-	-	-	
Picture Messaging Sent	Messages	11	-	-	-	
T-Mobile to T-Mobile	Minutes	-	57	5	2	
Txt Msg Recd	Messages	251	-	-	-	
Txt Msg Sent	Messages	243	-	-	-	
						Amount Totals
Monthly Recurring Charges						\$ 20.00
Enhanced Voicemail						\$ -
REQ Plus 2GB Data Classic						\$ 20.00
Usage Charges						\$ 9.99
PREMIUM SERVICES						\$ 9.99
Other Charges						\$ 1.61
Communications Related						
Regulatory Programs Fee*						\$ 1.61
*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.						
Taxes, Fees and Surcharges						\$ 1.01
Government Fees and Taxes						
Federal Universal Service Fund						\$ 0.06
Telecom Excise Tax						\$ 0.22
State 911						\$ 0.73
Total Charges						\$ 32.61

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					807	\$ -	\$ -	\$ -
SUBTOTAL					807	\$ -	\$ -	\$ -

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls

(I) Int'l Disc Call (J) Int'l Disc Call to Mobile (K) WPS Call (T) T-Mobile Number (U) Wi-Fi Call (V) myFaves Call (X) T-Mobile @Home Call

Customer Service Number 1-800-937-8997

Jan 24, 2012

Page 5 of 7

Itemized Details For: [REDACTED]
Account Number: [REDACTED]

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					518		\$ -
SUBTOTAL					518		\$ -

WEB AND DATA USAGE CHARGES					
Date	Service	Time	Volume	Measurement	Total
Included Data with Zero Charges			0.1852	Gigabytes	
SUBTOTAL			0.1852	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
12/29/11	Bullroarer	4:38 AM	96533IQ16CALL9658611606	\$ 9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Total of All Usage Charges \$ 9.99

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls

(I) Int'l Disc Call (J) Int'l Disc Call to Mobile (K) WPS Call (T) T-Mobile Number (U) Wi-Fi Call (V) myFaves Call (X) T-Mobile @Home Call



Customer Service Number 1-800-937-8997

Jan 24, 2012

Itemized Details For:
Account Number: [REDACTED]

Page 6 of 7

Subscriber Service Detail for [REDACTED]						
Available Service		Type	WHENEVER	WEEKEND		
Classic Family 1K Talk	Incl Minutes	Minutes	1,000	-		
	T-Mobile to T-Mobile	Minutes	Unlimited	-		
	Use Them Or Lose Them	Minutes	-	Unlimited		
FT Unlimited Msg	Picture Messages	Messages	Unlimited	-		
FT Unlimited SMS	Text Messages	Messages	Unlimited	-		
REQ Plus 2GB Data Classic	Mobile Broadband	Gigabytes	Unlimited	-		
Used Service		Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
Included Plan Minutes		Minutes	-	172	20	71
Mobile Broadband		Gigabytes	-	1.1950	0.1887	0.3592
Picture Messaging Recd		Messages	6	-	-	-
Picture Messaging Sent		Messages	11	-	-	-
T-Mobile to T-Mobile		Minutes	-	97	17	20
Txt Msg Recd		Messages	327	-	-	-
Txt Msg Sent		Messages	389	-	-	-
			Amount	Totals		
Monthly Recurring Charges				\$ 20.00		
Enhanced Voicemail			\$ -			
REQ Plus 2GB Data Classic			\$ 20.00			
Other Charges				\$ 1.61		
Communications Related						
Regulatory Programs Fee*			\$ 1.61			
*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.						
Taxes, Fees and Surcharges				\$ 1.01		
Government Fees and Taxes						
Federal Universal Service Fund			\$ 0.06			
Telecom Excise Tax			\$ 0.22			
State 911			\$ 0.73			
Total Charges				\$ 22.62		

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					397	\$ -	\$ -	\$ -
SUBTOTAL					397	\$ -	\$ -	\$ -

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls

(I) Int'l Disc Call (J) Int'l Disc Call to Mobile (K) WPS Call (T) T-Mobile Number (U) Wi-Fi Call (V) myFaves Call (X) T-Mobile @Home Call

Customer Service Number 1-800-937-8997

Jan 24, 2012

Itemized Details For:
Account Number: [REDACTED]

Page 7 of 7

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					733		\$ -
SUBTOTAL					733		\$ -

WEB AND DATA USAGE CHARGES					
Date	Service	Time	Volume	Measurement	Total
Included Data with Zero Charges			1.7430	Gigabytes	
SUBTOTAL			1.7430	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

Total of All Usage Charges \$ -

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls

(I) Int'l Disc Call (J) Int'l Disc Call to Mobile (K) WPS Call (T) T-Mobile Number (U) Wi-Fi Call (V) myFaves Call (X) T-Mobile @Home Call



**DECLARATION OF GERALD DENEEN
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Gerald Deneen. I live in Naperville, Illinois. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. I was reviewing my April 25, 2012 bill from T-Mobile, when I noticed an unusual charge. The charge was for \$9.99 for a premium service described as "84930 LoveTips 8887953844" from the content provider "Wise Media LLC." Attached as **Attachment A** to this Declaration is a true and complete copy of page 5 of my T-Mobile phone bill dated April 25, 2012.
3. The phone number that this charge was associated with (xxx-xxxx-6792) is my landline phone --- it is a voice over internet protocol (VOIP) phone that T-Mobile provides. It

cannot send or receive text messages

To the best of my knowledge, 12/21/2012

4. I had never heard of LoveTips or Wise Media before I noticed this charge. To the best of my knowledge, neither I nor anyone else in my family visited a website related to LoveTips or Wise Media. To the best of my knowledge, neither I nor anyone else in my family ever agreed to pay LoveTips or Wise Media for any service. After I noticed the charge, I called T-Mobile. The representative agreed to remove the charge from my bill. Initially, T-Mobile tried to explain that these charges com^e from ordering a service via cell phone. When I explained that the telephone number in question was attached to a landline, T-Mobile could not provide an explanation.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in Naperville, Illinois on

December 20, 2012.

A handwritten signature in cursive script that reads "Gerald Deneen". The signature is written in black ink and is positioned above a horizontal line.

Gerald Deneen

(b)(7)(c) 8 (b)(7)(c) 17-382-4357
 Help #37107351

(b)(7)(c) (b)(7)(c)

Customer Service Number 1-800-937-8997

Apr 25, 2012

Page 4 of 13

Itemized Details For: (b)(7)(c)
 Account Number: (b)(7)(c)

Subscriber Service Detail for (b)(7)(c)				
Available Service	Type	WHENEVER	WEEKEND	
FT Even More 1500	Incl Minutes	Minutes	1,500	-
	T-Mobile to T-Mobile	Minutes	Unlimited	-
	Use Them Or Lose Them	Minutes	-	Unlimited
FT Unlimited Mag	Picture Messages	Messages	Unlimited	-
FT Unlimited SMS	Text Messages	Messages	Unlimited	-
PC Family Uni @Home 5	T-Mobile @Home	Minutes	Unlimited	-

Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
	Included Plan Minutes	Minutes	-	288	3 67
	Other Svc Prov	Messages	1	-	-
	T-Mobile to T-Mobile	Minutes	-	54	12 29
					Totals
					Amount

Monthly Recurring Charges	Amount	Totals
Classic SharedMinuteAdd a Line	\$ 10.00	\$ 15.00
Enhanced Voicemail	\$ -	
PC Family Uni @Home 5	\$ 5.00	

Usage Charges	\$ 9.99
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PREMIUM SERVICES	\$ 9.99
------------------	---------

Other Charges	\$ 1.61
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Communications Related	
Regulatory Programs Fee*	\$ 1.61

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

Taxes, Fees and Surcharges	\$ 3.46
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Government Fees and Taxes	
Federal Universal Service Fund	\$ 0.66
Telecom Excise Tax	\$ 2.07
State 911	\$ 0.73

Total Charges	\$ 30.06
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LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES

Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					453	\$ -	\$ -	\$ -
SUBTOTAL					453	\$ -	\$ -	\$ -

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call (J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

Customer Service Number 1-800-937-8997

Apr 25, 2012

Page 5 of 13

Itemized Details For: (b)(7)(c)
 Account Number: (b)(7)(c)

PREMIUM SERVICES

Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
3/26/12	Wise Media LLC	3:59 PM	84930 LoveTips 8887953844	\$ 9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Total of All Usage Charges	\$ 9.99
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Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call (J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

**DECLARATION OF JILL PETERSON
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Jill Peterson. I live in Chisago City, Minnesota. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. Sometime around June 2012, I noticed a charge of \$9.99 on my T-Mobile cell phone bill for a “premium service” provided by Shaboom Media. I reviewed my prior month’s bill for May 2012 and saw the same charge.
3. I never heard of Shaboom Media LLC. I do not recall ever providing my cell phone number to Shaboom Media LLC. I do not recall visiting a website associated with Shaboom Media LLC. I do not recall ever agreeing to pay Shaboom Media LLC for any service or subscription.
4. Upon noticing these charges, I called my carrier, T-Mobile, to ask about the charges. The T-Mobile representative told me that I authorized these charges. Around three months before in March 2012, I called T-Mobile about another unauthorized charge for a premium service related to a text messaging service on my T-Mobile cell phone bill. At that time, the T-Mobile representative told me a block from these charges would be placed on my account.
5. When I called T-Mobile in June 2012 about the Shaboom Media charges, I told the T-Mobile representative that I had a block on my account, but the T-Mobile representative told me that the block was only for that the specific company that had charged me in March 2012. I was charged by Shaboom Media because T-Mobile did not have a block on that company for my account. The T-Mobile representative told me that a block would be placed on my account for Shaboom Media.

6. I asked the T-Mobile representative for a credit or a refund for the two charges of \$9.99 by Shaboom Media. The T-Mobile representative explained that, in order for T-Mobile to give me credit for the charges, T-Mobile had to contact the third party provider, Shaboom Media, and obtain a credit from Shaboom Media first before T-Mobile could credit my account.

Therefore, at this time, I was denied a refund or a credit for these two charges.

7. A few months later, sometime around September 2012, I filed a complaint with the Better Business Bureau about the unauthorized charges by Shaboom Media. Shortly after filing the complaint, I received a large credit from T-Mobile for the unauthorized charges by Shaboom Media and the other unauthorized charges on my account by other companies.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in Chisago City, Minnesota on 4/25/13.

A handwritten signature in cursive script, appearing to read "Jill Peterson", written over a horizontal line.

Jill Peterson

**DECLARATION OF KIM GIPE
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Kim Gipe. I live in Cumming, GA. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. At some point in or around August 2012, I received two text messages related to "DietTipz." I ignored these text messages and deleted them.
3. When I was reviewing my T-Mobile cell phone bill the following month, I noticed that I was charged \$9.99 for a service associated with DietTipz and Wise Media on August 4, 2012. Attached as **Attachment A** to this Declaration is a true and complete copy of page 7 of my T-Mobile cell phone bill dated August 27, 2012.
4. I do not recall ever providing my cell phone number to Wise Media. I do not recall ever agreeing to pay Wise Media for any service. I do not recall ever sending a text message to Wise Media or visiting a website associated with Wise Media.
5. Upon noticing the charges, I called T-Mobile. The T-Mobile representative told me that I had to pay the charge and get reimbursed from the company that put the false charge on my phone bill, Wise Media. The representative provided me with a toll free number to call Wise Media.
6. When I called the number for Wise Media provided by T-Mobile, I reached a third party processing center. The representative promised they would send me a check within 3-5 business days, but I did not receive anything. I called Wise Media again, a week or two later, and was again promised a refund, but I never received one. I called Wise Media a total of three times, but have never received a response.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in Cumming, GA on 3/30/13.

Kim Gipe

Kim Gipe

Customer Service Number 1-800-937-8997
Aug 27, 2012

Itemized Details For: (404) [redacted]
Account Number: [redacted]

Subscriber Service Detail for (404) [redacted]		Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
Available Service						
Classic Family UNL Talk & Text	Incl Minutes	Minutes	Unlimited	-	-	-
	T-Mobile to T-Mobile	Minutes	Unlimited	-	-	-
	Text Messages	Messages	Unlimited	-	-	-
	Use Them Or Lose Them	Minutes	-	-	-	Unlimited
Family Unlimited Msg						
	Picture Messages	Messages	Unlimited	-	-	-
Used Service						
	Included Plan Minutes	Minutes	-	1,339	213	371
	Other Svc Prov	Messages	1	-	-	-
	Picture Messaging Recd	Messages	1	-	-	-
	T-Mobile to T-Mobile	Minutes	-	540	7	275
	Txt Msg Recd	Messages	86	-	-	-
	Txt Msg Sent	Messages	120	-	-	-
			Amount			Totals
Monthly Recurring Charges						
	Enhanced Voicemail		\$ -			\$ -
Usage Charges						
	PREMIUM SERVICES		\$ 9.99			\$ 9.99
Other Charges						
	Communications Related					
	Regulatory Programs Fee*		\$ 1.61			\$ 1.61
*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.						
Taxes, Fees and Surcharges						
	Government Fees and Taxes					\$ 1.40
	State & Local Sales Tax		\$ 0.09			
	Federal Universal Service Fund		\$ 0.05			
	County 911		\$ 1.25			
Total Charges						
						\$ 13.00

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges								\$ -
SUBTOTAL								\$ -

Call company → Wise media

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Call (I) Int Disc Call (J) Int Disc Call to Mobile (K) WPS Call (L) Any Mobile (T) T-Mobile Number (U) HotSpot Call (V) myFaves Call (X) T-Mobile @Home Call

Called 11/7/12



Called 11/28/12 - supervisor will call - NO response

Customer Service Number 1-800-937-8997
Aug 27, 2012

Itemized Details For: (404) [redacted]
Account Number: [redacted]

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					216		\$ -
SUBTOTAL					216		\$ -

PREMIUM SERVICES						
Date	Content Provider	Time	Description	Usage Charges	Total	
OTHER SERVICE PROVIDER CHARGES						
8/24/12	Wise Media, LLC	1:22 AM	#062693094 DietTpx56614	\$ 9.99	\$ 9.99	
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99	
SUBTOTAL				\$ 9.99	\$ 9.99	

Total of All Usage Charges \$ 9.99

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

9/15 called WS MR same SPD

9/4/12

left msg 122 pm

Text back "Stop"

Call #1866-269-3094

Short code #56614

refund mailed in 3-5 business days

no more calls or charges on phone

**DECLARATION OF MELVIN BARR
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Melvin Barr. I live in Indianapolis, Indiana. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. I noticed charges for Wise Media on my cell phone bills in March and April of 2012. T-Mobile said the charges come along with downloading something, but I do not recall downloading anything. I do not even know how to download. Before then, March and April of 2012, I had never heard of Wise Media. I never agreed to pay for any service by Wise Media. The charges were four charges of \$9.99, two in March and two in April.
3. To the best of my knowledge, I did not receive any text messages or phone calls from Wise Media before seeing the charges on my phone bill. I am confident that I did not send any text messages to Wise Media at any point because I do not know how to text.
4. After I saw the charges on my phone bill in April, I tried to call Wise Media, but their number had been changed to an unlisted number.
5. Next, I called my mobile carrier, T-Mobile, to ask about these charges. This was still in April. The T-Mobile representative told me that I received these charges because I downloaded a product from Wise Media. I do not remember downloading anything from Wise Media. I do not believe that I downloaded anything from Wise Media.
6. T-Mobile refused to refund the charges. The T-Mobile representative told me that I would have to get my refund from Wise Media, and provided me with a phone number for Wise Media's Help Desk.

7. I first called the Wise Media Help Desk in April of 2012. The representative told me that I would receive a refund for the charges on my bill. I never received a refund from Wise Media.
8. I continued calling the Wise Media Help Desk until mid-December 2012. Typically the Help Desk representative would tell me that he or she will forward my information to Wise Media and that Wise Media will call me back. Wise Media has never called me back. When I called in November, the representative at the Help Desk promised me a refund. As of December 13, 2012, I have not received a refund.
9. Sometimes when I call the Wise Media Help Desk I ask to speak to a supervisor. Each time, the representative tells me that no supervisor is available. I called ten times in one week and asked to speak with a supervisor, but each time the Wise Media Help Desk representative told me that no one was available.
10. I asked the Wise Media Help Desk where they are located, but they will not tell me. The Wise Media Help Desk representatives also refused to provide me with Wise Media's address or their direct phone number.
11. When I call the Wise Media Help Desk now, they typically tell me that they cannot help me because it has been more than thirty days since the charges showed upon on my bill.
12. I am frustrated that I was billed for charges that I never agreed to pay for. I am also frustrated that both my phone carrier and Wise Media have failed to provide me with refunds for these charges.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in Indianapolis, IN on December 31, 2012. A-S.

Melvin Barr

Melvin Barr

**DECLARATION OF MELVIN CACAYORIN
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Melvin Cacayorin. I live in Morrison, Colorado. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. When I reviewed my T-Mobile cell phone bill for September 2012, I noticed that I was charged \$9.99 for a “premium service” for Bune LLC. The description of the charge included a phone number, 888-890-6150, and a five-digit code 58678.
3. I do not recall ever providing my cell phone number to Bune LLC. I do not recall ever agreeing to pay Bune LLC for any service. I do not recall ever sending a text message to Bune LLC or visiting a website associated with Bune LLC.
4. Upon noticing the charge, I called T-Mobile to ask about the charge. The T-Mobile representative told me that the charge was associated with a text messaging service. I recall receiving one text message sometime around June 2012 that seemed like spam. The text message cited celebrity news and told me to subscribe to receive more celebrity news. The text messages also said to text back “STOP” to stop receiving text messages. I did not respond to the text message and deleted it.
5. The T-Mobile representative told me that T-Mobile could not remove the charge. However, the T-Mobile representative gave me a credit for the \$9.99 charge by Bune LLC. The T-Mobile representative told me a block would be put on my account so I would not be charged again by Bune LLC.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in Morrison, Colorado on 19 April 2013.

A handwritten signature in blue ink, appearing to read "Melvin Cacayorin", is written above a horizontal line.

Melvin Cacayorin

**DECLARATION OF MARY DRAPER
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Mary Draper. I live in Woodburn, Oregon. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. Sometime in spring 2012, I received a text message that said something about Love Genie Tips. I just deleted the text message. I did not respond to it because I did not want the company to obtain any more information about me.
3. After receiving the text message, I noticed a charge for \$9.99 that I did not recognize on my cell phone bill. The charge was related to the Love Genie Tips service and Wise Media. After noticing this charge, I reviewed an earlier phone bill and discovered that I had been charged \$9.99 by Wise Media in an earlier month too. In total, the company charged me \$19.98.
4. I do not recall ever visiting a website associated with Wise Media or with its Love Genie Tips service. I never agreed to pay for the Love Genie Tips service.
5. I do not recall ever receiving any text messages with actual love tips from Love Genie Tips.
6. After I noticed this charge, I went to a T-Mobile store to ask about the charge. The representative there told me that there was nothing that he could do.
7. After that, I called T-Mobile. The T-Mobile representative gave me a toll free number to contact Wise Media, but did not refund my charges.
8. I called the toll free number that the T-Mobile representative had given me, and reached a representative for Wise Media's refund service. The representative told me that he did

not work directly for Wise Media, but was a third-party. The representative promised that I would receive a refund check in five to seven days.

9. After ten to twelve days, I still had not received a refund, so I called the Wise Media number again. At that point the representative told me that the check was in the mail.
10. Five or six days later I still had not received the refund check, so I called the Wise Media number again. I was frustrated and asked for Wise Media's address and phone number. The representative told me that they were not allowed to divulge that information, but promised me that someone from the company would call me to discuss the matter. No one ever called me. I never received a refund from the company.
11. Eventually T-Mobile gave me a credit for the \$19.98 in charges, but it took a long time and a lot of effort by me.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in Woodburn, Oregon on ~~12-21-12~~

12-21-12


Mary Draper

**DECLARATION OF MARK MENDOLA
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Mark Mendola. I live in Sterling Heights, Michigan. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. Sometime in early 2012, I received one or two text messages from the number 83660 that said something about Love Tips. They looked like an advertisement for a company. I just deleted the text messages. I did not respond to them.
3. Even though I did not respond, I was charged \$9.99 by the company that sent the text message. I discovered the charge on my cell phone bill dated March 28, 2012. Attached as **Attachment A** to this Declaration is a true and complete copy of page 4 of my T-Mobile bill dated March 28, 2012.
4. The charge was listed under "Premium Services" and "Other Service Provider Charges." The charge was dated 3/9/12 and the "Content Provider" was "Wise Media LLC." The description of the charge was "83660 LoveGenieTips 88872." The charge was for \$9.99.
5. I do not recall ever visiting a website associated with Wise Media or with its Love Tips service. I never agreed to pay for the Love Genie Tips service.
6. I do not recall ever receiving any text messages with actual love tips from Love Genie Tips.
7. After I noticed this charge, I called my cell phone carrier, T-Mobile. The first person I spoke with at T-Mobile gave me the customer service number for Wise Media, but did not give me a refund. The T-Mobile representative told me that I had to contact Wise Media to get a refund.

8. I tried calling the Wise Media customer service number that T-Mobile provided me with. The person I spoke with told me that he did not work for Wise Media, but just worked for a company that processed Wise Media's refunds. He also told me that I had signed up for the service from Wise Media online. I repeatedly told him that I had not signed up for anything related to Wise Media online, but he kept insisting that I had. Finally the representative agreed to give me a refund. As of December 17, 2012, I never received a refund from Wise Media, LLC.
9. A week or two later, I called T-Mobile again. On this call, the T-Mobile representative agreed to remove the charges from my bill. The -Mobile representative also agreed to block calls and texts from the phone number that sent the charge as well as those from future third party solicitations.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in 12-21-2012 on

_____.

A handwritten signature in black ink, appearing to read 'Mark Mendola', written over a horizontal line.

Mark Mendola

(b)(6)

Customer Service Number 1-800-937-8997

Mar 28, 2012

Itemized Details For: (248) [redacted]
Account Number: (b)(6)

Page 4 of 6

Customer Service Number 1-800-937-8997

Mar 28, 2012

Itemized Details For: (248) [redacted]
Account Number: [redacted]

Page 5 of 6

(b)(6)

Subscriber Service Detail for (248) (b)(6)				
Available Service				
FamTime Unl Nts 500	Incl Minutes	Minutes	600	-
	T-Mobile to T-Mobile	Minutes	Unlimited	-
	Use Them Or Lose Them	Minutes	-	Unlimited
Pref myFaves feat SL	myFaves Minutes	Minutes	Unlimited	-
Used Service				
	Included Plan Minutes	Minutes	74	5 107
	Other Svc Prov	Messages	1	-
	Txt Msg Recd	Messages	4	-
	myFaves Minutes	Minutes	295	100 86
myFaves Current Contacts				
	Name	Number	Effective Date	myFaves Minutes
1	NANCY	(b)(6)	3/10/10	131
2	MIKE	(b)(6)	3/10/10	-
3	KEITH	(b)(6)	3/10/10	345
4	CARL	(b)(6)	3/10/10	5
5	NANCY	(b)(6)	3/10/10	-
			Amount	Totals
Monthly Recurring Charges				
			\$ -	\$ -
Enhanced Voicemail			\$ -	
Mobile Web \$1.99 per MB			\$ -	
Pref myFaves feat SL			\$ -	
Usage Charges				
MESSAGING CHARGES			\$ 0.80	\$ 10.79
PREMIUM SERVICES			\$ 9.99	
Other Charges				
Communications Related				
Regulatory Programs Fee*			\$ 1.61	
*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.				
Taxes, Fees and Surcharges				
Government Fees and Taxes				\$ 0.41
State & Local Sales Tax			\$ 0.15	
Federal Universal Service Fund			\$ 0.06	
State Universal Service Fund			\$ 0.01	
Operational 911 Charge			\$ 0.19	
Total Charges				
				\$ 12.81

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					667	\$ -	\$ -	\$ -
SUBTOTAL					667	\$ -	\$ -	\$ -

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
3/09/12	Directtoconsume	6:46 AM	8 3360	Text	1	Incoming	\$ 0.20
3/09/12	Directtoconsume	6:48 AM	8 3360	Text	1	Incoming	\$ 0.20
3/09/12	Bayonne, NJ	12:41 PM	(b)(6)	Text	1	Incoming	\$ 0.20
3/10/12	Losangeles, CA	8:02 PM	(b)(6)	Text	1	Incoming	\$ 0.20
SUBTOTAL					4		\$ 0.80

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
3/09/12	Wise Media LLC	6:48 AM	83680 LoveGenieTps 88672	\$ 9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99
Total of All Usage Charges					\$ 10.79

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

Getting Refund By MAIL
I DID NOT AUTH

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call

(J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpot Call (V) myFaves Call (X) T-Mobile @Home Call

**DECLARATION OF MAI VANG
PURSUANT TO 28 U.S.C. § 1746**


1. My name is Mai Vang. I live in St. Paul, Minnesota. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. Several of my family members and I share a T-Mobile family plan. Either one of my sisters or I pay the bill every month. We set our account preferences to allow T-Mobile to debit the total amount of the monthly service fee automatically from our accounts when the bill becomes available.
3. On September 23, 2012, I noticed that the August 2012 T-Mobile amount was higher than I expected. I did a close review of the bill and noticed two charges of \$9.99 in the 'Premium Services' section that I did not recognize for items called "Bullroarer" and "Shaboom Media." A true and correct copy of my August 2012 mobile phone bill is appended as **Attachment A**.
4. Concerned about these unfamiliar charges, I reviewed my previous phone bills and realized that we had been paying this charge for seven months prior to the August 2012 bill without knowing about it. I calculated that we paid almost \$80 for the Bullroarer charges and the same for Shaboom Media. True and correct copies of my June 2012 and July 2012 mobile phone bills are appended at **Attachment B** and **Attachment C** respectively.
5. I never heard of either of these companies before seeing their names on my bill. When I began asking my family members if they noticed anything different about their cell phone service I found out that both my brother and mother had received multiple texts with information about celebrities from a third party. My brother did not know why he was getting the texts and simply deleted them as soon as they arrived. He received these texts a couple of

times a month. My mother does not read English and therefore never checks her text messages. I do not know how often she received these messages. The charges were placed on my brother's line. Neither my mother nor brother could recall signing up to receive texts about celebrities from any company.

6. That same day I tried to call Bullroarer twice using a phone number I found on the Better Business Bureau website, (414) 367-4440, but the call disconnected both times. I tried to find contact information for Shaboom Media online as well, but was unable to locate any.
7. After trying to reach Bullroarer, I called T-Mobile. I spoke with a customer service representative who explained that these Premium Services were a text messaging service. The representative also told me that they could block all future texts and charges going forward, but that T-Mobile would only refund charges from the last sixty days. I explained that neither my family members nor I intended to sign up for this service and had no idea why they were charging us. I added that I could not get a hold of anyone at Bullroarer and could not reach Shaboom Media, but the T-Mobile representative simply reiterated that they could only refund me for charges made in the last sixty days. I was not satisfied with that response.
8. A few days after those calls, I filed a complaint with the Better Business Bureau about Bullroarer and T-Mobile. I did not file a complaint about Shaboom Media because I could not find them on the Better Business Bureau website.
9. A few weeks after filing my complaint, I received my September 2012 mobile phone bill. The bill still contained a charge for Shaboom Media in the Premium Services section for \$9.99, but none for Bullroarer.

10. Around that time, a T-Mobile representative left me a voice message saying that they were going to credit my account for the full amount.
11. Shortly after that I reviewed my T-Mobile account online and saw a credit for the additional six months of charges for Bullroarer and Shaboom Media.
12. I stopped receiving charges on my T-Mobile bill from Shaboom Media sometime after that.
13. I never received any response from Bullroarer or Shaboom Media.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in July 15, 2013.



Mai Vang

Attachment A



Your bill as of Sep 09, 2012

Important Information

Thank you for using EasyPay. Amount will be forwarded for automatic processing. Do not pay this bill or mail remittance.

Account Number: [REDACTED]
 MAI VANG
 [REDACTED]
 SAINT PAUL MN 55103-1727

Summary

Item	Amount
Previous Balance	211.38
Pmt Rec'd - Thank You	(211.38)
Total Past Due (due immediately)	
	-
Monthly Recurring Chgs	149.98
Usage Charges	19.98
Other Charges	32.50
Taxes & Surcharges	17.18
Total Current Charges	
	\$ 219.64
Current Charges Due By	
	10/01/12
Grand Total	
	\$ 219.64

Monthly Service Summary

Monthly Service Charges from 8/09/12 - 9/08/12

Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges
Account Charges	79.98	-	-	-	-	8.50	88.48
[REDACTED]	20.00	-	-	-	9.60	2.20	31.80
[REDACTED]	20.00	-	19.98	-	9.60	2.20	51.78
[REDACTED]	10.00	-	-	-	9.60	1.04	20.64
[REDACTED]	10.00	-	-	-	2.09	1.04	13.13
[REDACTED]	10.00	-	-	-	1.61	2.20	13.81
Total	149.98	-	19.98	-	32.50	17.18	219.64

Available Service	Type	Whenever	Weekend
Classic Family 1K Talk	Incl Minutes	Minutes	1,000
	T-Mobile to T-Mobile	Minutes	Unlimited
	Use Them Or Lose Them	Minutes	Unlimited

Account Service Detail for Subscriber [REDACTED]

Please provide a valid Place of Primary Use Address by calling 611.



Available Service	Feature	Type	Whenever	Weekend
Classic Family 1K Talk	Incl Minutes	Minutes	1,000	-
	T-Mobile to T-Mobile	Minutes	Unlimited	-
	Use Them Or Lose Them	Minutes	-	Unlimited
FT Unlimited Msg	Picture Messages	Messages	Unlimited	-
FT Unlimited SMS	Text Messages	Messages	Unlimited	-
REQ Classic Simple 200MBData	Mobile Broadband	Megabytes	200.0000	-

Used Service	Feature	Type	Whenever	Peak	Off Peak	Weekend
	Included Plan Minutes	Minutes	-	14	-	1
	Mobile Broadband	Megabytes	-	0.4340	0.1385	0.2185
	Other Svc Prov	Messages	2	-	-	-
	Picture Messaging Recd	Messages	5	-	-	-
	T-Mobile to T-Mobile	Minutes	-	19	7	1
	Txt Msg Recd	Messages	93	-	-	-
	Txt Msg Sent	Messages	62	-	-	-

Monthly Recurring Charges

Item	Amount
Classic SharedMinuteAdd a Line	10.00
Enhanced Voicemail	-
REQ Classic Simple 200MBData	10.00
Monthly Recurring Charges	20.00

Usage Charges

Item	Amount
PREMIUM SERVICES	19.98
Usage Charges	19.98

Other Charges

Item	Amount
Communications Related	
Regulatory Programs Fee*	1.61
Non-Communications Related	
PHP Insurance(\$4.79)/w/MSec & Warranty(\$3.20) by Asurion	7.99
Other Charges	9.60

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

Attachment B



Your bill as of Jul 09, 2012

Important Information

Thank you for using EasyPay. Amount will be forwarded for automatic processing. Do not pay this bill or mail remittance.

Account Number: [REDACTED]
 MAI VANG
 [REDACTED]
 SAINT PAUL MN 55103-1727

Summary

Item	Amount
Previous Balance	209.52
Pmt Rec'd - Thank You	(209.52)
Total Past Due (due immediately)	
	-
Monthly Recurring Chgs	139.98
Usage Charges	22.95
Other Charges	32.02
Taxes & Surcharges	17.53
Total Current Charges	
	\$ 212.48
Current Charges Due By	
	8/01/12
Grand Total	
	\$ 212.48

Monthly Service Summary

Monthly Service Charges from 6/09/12 - 7/08/12

Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges
Account Charges	79.98	-	-	-	-	8.50	88.48
[REDACTED]	20.00	-	-	-	9.60	2.20	31.80
[REDACTED]	20.00	-	19.98	-	9.60	2.20	51.78
[REDACTED]	10.00	-	1.99	-	9.60	1.27	22.86
[REDACTED]	-	-	0.98	-	1.61	1.16	3.75
[REDACTED]	10.00	-	-	-	1.61	2.20	13.81
Total	139.98	-	22.95	-	32.02	17.53	212.48

Available Service	Type	Whenever	Weekend
Classic Family 1K Talk	Incl Minutes	Minutes	1,000
	T-Mobile to T-Mobile	Minutes	Unlimited
	Use Them Or Lose Them	Minutes	-
			Unlimited

Account Service Detail for Subscriber [REDACTED]

Please provide a valid Place of Primary Use Address by calling 611.



Available Service	Feature	Type	Whenever	Weekend
Classic Family 1K Talk	Incl Minutes	Minutes	1,000	-
	T-Mobile to T-Mobile	Minutes	Unlimited	-
	Use Them Or Lose Them	Minutes	-	Unlimited
FT Unlimited Msg	Picture Messages	Messages	Unlimited	-
FT Unlimited SMS	Text Messages	Messages	Unlimited	-
REQ Classic Simple 200MBData	Mobile Broadband	Megabytes	200.0000	-

Used Service	Feature	Type	Whenever	Peak	Off Peak	Weekend
	Included Plan Minutes	Minutes	-	97	1	-
	Mobile Broadband	Megabytes	-	0.0039	0.0018	0.0184
	Other Svc Prov	Messages	2	-	-	-
	Picture Messaging Recd	Messages	1	-	-	-
	T-Mobile to T-Mobile	Minutes	-	39	-	43
	Txt Msg Recd	Messages	84	-	-	-
	Txt Msg Sent	Messages	61	-	-	-

Monthly Recurring Charges

Item	Amount
Classic SharedMinuteAdd a Line	10.00
Enhanced Voicemail	-
Partial charge for Name ID Free Trial from 6/23/12 to 7/08/12	-
REQ Classic Simple 200MBData	10.00
Monthly Recurring Charges	20.00

Usage Charges

Item	Amount
PREMIUM SERVICES	19.98
Usage Charges	19.98

Other Charges

Item	Amount
Communications Related	
Regulatory Programs Fee*	1.61
Non-Communications Related	
PHP Insurance(\$4.79)w/MSec & Waranty(\$3.20) by Asurion	7.99
Other Charges	9.60

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

Attachment C



Your bill as of Aug 09, 2012

Important Information

Thank you for using EasyPay. Amount will be forwarded for automatic processing. Do not pay this bill or mail remittance.

Account Number: [REDACTED]
 MAI VANG
 [REDACTED]
 SAINT PAUL MN 55103-1727

Summary

Item	Amount
Previous Balance	212.48
Pmt Rec'd - Thank You	(212.48)
Total Past Due (due immediately)	
	-
Monthly Recurring Chgs	139.98
Usage Charges	21.97
Other Charges	32.02
Taxes & Surcharges	17.41
Total Current Charges	
	\$ 211.38
Current Charges Due By	
	9/01/12
Grand Total	
	\$ 211.38

Monthly Service Summary

Monthly Service Charges from 7/09/12 - 8/08/12

Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges
Account Charges	79.98	-	-	-	-	8.50	88.48
[REDACTED]	20.00	-	-	-	9.60	2.20	31.80
[REDACTED]	20.00	-	19.98	-	9.60	2.20	51.78
[REDACTED]	10.00	-	1.99	-	9.60	1.27	22.86
[REDACTED]	-	-	-	-	1.61	1.04	2.65
[REDACTED]	10.00	-	-	-	1.61	2.20	13.81
Total	139.98	-	21.97	-	32.02	17.41	211.38

Available Service	Type	Whenever	Weekend
Classic Family 1K Talk	Incl Minutes	Minutes	1,000
	T-Mobile to T-Mobile	Minutes	Unlimited
	Use Them Or Lose Them	Minutes	Unlimited

Account Service Detail for Subscriber [REDACTED]

Please provide a valid Place of Primary Use Address by calling 611.



Available Service	Feature	Type	Whenever	Weekend
Classic Family 1K Talk	Incl Minutes	Minutes	1,000	-
	T-Mobile to T-Mobile	Minutes	Unlimited	-
	Use Them Or Lose Them	Minutes	-	Unlimited
FT Unlimited Msg	Picture Messages	Messages	Unlimited	-
FT Unlimited SMS	Text Messages	Messages	Unlimited	-
REQ Classic Simple 200MBData	Mobile Broadband	Megabytes	200.0000	-

Used Service	Feature	Type	Whenever	Peak	Off Peak	Weekend
	Included Plan Minutes	Minutes	-	-	3	6
	Mobile Broadband	Megabytes	-	0.0037	0.0009	81.5057
	Other Svc Prov	Messages	2	-	-	-
	Picture Messaging Recd	Messages	6	-	-	-
	T-Mobile to T-Mobile	Minutes	-	-	-	33
	Txt Msg Recd	Messages	93	-	-	-
	Txt Msg Sent	Messages	62	-	-	-

Monthly Recurring Charges

Item	Amount
Classic SharedMinuteAdd a Line	10.00
Enhanced Voicemail	-
Partial charge for Name ID Free Trial from 7/09/12 to 7/09/12	-
REQ Classic Simple 200MBData	10.00
Monthly Recurring Charges	20.00

Usage Charges

Item	Amount
PREMIUM SERVICES	19.98
Usage Charges	19.98

Other Charges

Item	Amount
Communications Related	
Regulatory Programs Fee*	1.61
Non-Communications Related	
PHP Insurance(\$4.79)w/MSec & Warranty(\$3.20) by Asurion	7.99
Other Charges	9.60

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

**DECLARATION OF PAMELA ALLEN
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Pamela Allen. I live in Solon, Ohio. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. Sometime in early 2012, I received at least one, and possibly more, text messages related to Wise Media. I did not respond to these text messages. Instead, I just deleted them.
3. After that, I noticed that T-Mobile, my cell phone carrier, charged me \$9.99 for a premium service provided by "Wise Media" and described as "vitalertz." Next to the description was a phone number, 866-211-9417. Attached as **Attachment A** to this Declaration is a true and complete copy of page 7 of my T-Mobile phone bill dated March 28, 2012.
4. I do not recall ever visiting any website associated with Wise Media. I never agreed to pay for any service by Wise Media.
5. After I saw the charges on my bill, I called my mobile carrier, T-Mobile, to ask about them. The T-Mobile representative agreed to remove the charges from my bill.
6. On or around May 9, 2012, I called the 800 number associated with Wise Media on my bill. The representative told me that I would receive a refund for the charge. I never received any refund from Wise Media.
7. On or around October 1, 2012, I called Wise Media again, not having received a refund. The representative told me that I would receive a refund check within 5-10 days. I never received any refund from Wise Media.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in Solon, Ohio on 3/20/13.

Pamela Allen

Pamela Allen

(b) (6) P 4/5

Statement For: (440) (b)(6)
 Account Number: (b)(6)
 Corporate ID: AAA MEMBER DISCOUNT
 Customer Service Number 1-800-937-8997
 Mar 28, 2012 Page 6 of 7

Statement For: (440) 382-1814
 Account Number: (b)(6)
 Corporate ID: AAA MEMBER DISCOUNT
 Customer Service Number 1-800-937-8997
 Mar 28, 2012 Page 7 of 7

2023263629
 440-498-0958 >>
 The Allens
 2013-03-06 16:02

Subscriber Service Detail for (440) (b)(6)				
Available Service	Type	WHENEVER	WEEKEND	
MMS 300	Picture Messages	Messages	300	-
Promo FavFam M2M 1800	Incl Minutes	Minutes	1,800	-
	T-Mobile to T-Mobile	Minutes	Unlimited	-
	Use Them Or Lose Them	Minutes	-	Unlimited
	myFaves Minutes	Minutes	Unlimited	-
SMS 300	Messages	Messages	300	-
Used Service	Type	WHENEVER	PEAK	OFF PEAK
	Included Plan Minutes	Minutes	1,278	5 48
	Mobile Broadband	Megabytes	0.0009	-
	Other Svc Prov	Messages	1	-
	T-Mobile to T-Mobile	Minutes	162	3
	Txt Msg Recd	Messages	41	-
	Txt Msg Sent	Messages	29	-
	myFaves Minutes	Minutes	175	-
myFaves Current Contacts				
	Name	Number	Effective Date	myFaves Minutes
1	Rob	(b)(6)	10/28/09	6
2	Tan	(b)(6)	1/28/10	-
3	Daryl	(b)(6)	1/31/10	116
4	John	(b)(6)	6/18/11	19
5	Terry	(b)(6)	2/02/10	34
				Totals
Monthly Recurring Charges				\$ 4.99
Enhanced Voicemail				\$ -
Mobile Web \$1.99 per MB				\$ -
Msg Value Bundle 300				\$ 4.99
Credits & Adjustments				\$ (0.70)
Corporate Volume Discount				\$ (0.70)
Usage Charges				\$ 9.99
PREMIUM SERVICES				\$ 9.99
Other Charges				\$ 1.61
Communications Related				
Regulatory Programs Fee ¹				\$ 1.61
¹ Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.				
Taxes, Fees and Surcharges				\$ 0.83
Government Fees and Taxes				
State & Local Sales Tax				\$ 0.45
Federal Universal Service Fund				\$ 0.06
State 911				\$ 0.28
TRS Surcharge				\$ 0.04
Total Charges				\$ 16.72

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Cell Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					1,872	\$ -	\$ -	\$ -
SUBTOTAL					1,872	\$ -	\$ -	\$ -

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					69		\$ -
SUBTOTAL					69		\$ -

WEB AND DATA USAGE CHARGES						
Date	Service	Time	Volume	Measurement	Total	
Web and Data Usage Charges				0.0009	Megabytes	\$ -
SUBTOTAL				0.0009	Megabytes	\$ -

¹On the web/data plans shown in this section, data is rounded up to the nearest KB each use and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the charge, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
3/22/12	Wise Media	LLC 2:43 PM	38774VITALERTZ9652119418	\$ 9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Total of All Usage Charges \$ 9.99

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

Will send refund 5/9/12
Will send check 10/1/12
5-10 days

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile/Mobile (G) Voicemail (H) Free Call (I) Int Disc Call (J) Int Disc Call to Mobile (K) WPS Call (M) AnyMobile (P) T-Mobile Number (U) HotSpot Call (V) myFaves Call (X) T-Mobile @Home Call




**DECLARATION OF PAUL ILLICK
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Paul Illick. I live in Modesto, California. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. In early 2013, while reviewing my T-Mobile phone bills, I noticed that there was a \$9.99 charge for "Premium Services." The bill stated that the charge was from Shaboom Media and it contained the description "8888906150 BrnStorm23918." I reviewed my earlier phone bills and determined that this charge had first been placed on my bill that was due on August 21, 2012 and continued monthly through the bill that was due on February 21, 2013. True and correct copies of these seven bills are attached to this declaration as **Attachment A**.
3. After reviewing my bills, I called T-Mobile to ask what these charges were. The T-Mobile representative told me it was a third-party charge that I had authorized. I told T-Mobile that I had not authorized these charges. The T-Mobile representative agreed to refund the last two months of the charges, but said that T-Mobile would not refund charges further back than 60 days. T-Mobile offered to put a block on my account so that I could not be billed for third-party charges going forward.
4. I then called Shaboom Media at 888-890-6150, which is the phone number that appeared on my phone bill. The person I spoke to said that the charge was for a membership to a celebrity gossip website. The representative said that I had authorized the charge on a webpage and that the company would e-mail me a copy of my authorization.
5. I did not receive a copy of any authorization. I called Shaboom Media at 888-890-6150 each day for the next several days. Each time, the representative I spoke with said that the authorization would be e-mailed, but I never received it.

6. I do not recall ever signing up for any "celebrity gossip" service. I am over 60 years old and have no interest in celebrity gossip. I do not recall ever sending any text messages to Shaboom Media or visiting any websites associated with Shaboom Media.
7. On February 5, 2013, I wrote a letter to T-Mobile complaining about the unauthorized charge from Shaboom Media. That letter is attached to this declaration as **Attachment B**.
8. On or about February 5, 2013, I submitted a complaint online with the Federal Communications Commission. I received a response from the FCC shortly thereafter. My complaint and the response are attached to this declaration as **Attachment C**.
9. On February 15, 2013, I sent another letter to T-Mobile requesting a refund of all the unauthorized charges from Shaboom Media. I stated that I had filed an online complaint with the FCC and that I had been advised to file a complaint with the California Public Utilities Commission if the incorrect charges were not removed. A true and correct copy of that letter to T-Mobile is attached to this declaration as **Attachment D**.
10. In early March 2013, I received a letter from T-Mobile stating the T-Mobile would credit my account for \$79.92. T-Mobile's letter also stated that T-Mobile added a Content Block to my account to prevent future third-party charges. A true and correct copy of the letter I received from T-Mobile is attached to this declaration as **Attachment E**.
11. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in Modesto, California on

JULY 1, 2013.


Paul Illick

Attachment A

T-Mobile stick together

Your Statement

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Important Information
Visit www.my.t-mobile.com to pay your bill online, check your balance & minutes, get product support, and shop for the latest ringtones and wallpapers for your phone!

(b)(6)



PAUL S. ILLICK
[REDACTED]
MODESTO CA 95354-3230

Summary		
Previous Balance	\$	113.68
Pmt Rec'd - Thank You	\$	(113.68)
Credits & Adjustments	\$	(20.00)
Total Past Due	\$	(20.00)
<i>(Credit Balance)</i>		
Monthly Recurring Chgs	\$	79.99
Usage Charges	\$	10.19
Other Charges	\$	1.61
Taxes & Surcharges	\$	7.38
Total Current Charges	\$	99.17
Current Charges Due By		8/21/12
Grand Total	\$	79.17



PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.

T-Mobile

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

92

T-MOBILE
P.O. Box 51843
Los Angeles CA 90051-6143



Amount Due By 8/21/12	Amount Enclosed
\$79.17	

- For EasyPay Option - check box and complete the reverse side
- If you have changed your address - check box and record new address on the reverse side.

0408384190880821120000079172953543230

Statement For: **PAUL S. ILICK**
 Mobile Number: XXXXXXXXXX
 Account Number: XXXXXXXXXX

Customer Service Number **1-800-937-8997**

Jul 29, 2012

Page 2 of 5

Additional Information:

Taxes, Fees and Surcharges - Includes government fees and taxes that we collect and are required by federal, state or local law to remit to the appropriate governmental entity (including, but not limited to, sales, use, excise, public utility, and E911). This section may also include certain fees and costs incurred by us as a result of providing service, such as universal service fees (USF). We elect to collect them in order to recover or help defray the costs we incur. These fees, and what is included in the fees, may vary by locale and may change from time to time without notice.

Regulatory Programs Fee - We collect and retain this fee to recover some of the costs we incur to comply with local, state and federal governmental mandates and programs, including, but not limited to, E911, local number portability and number pooling. We may impose the fee whether or not the benefits of any or all of these mandates and programs are available to you in your location.

Equipment Protect by Asurion (in Puerto Rico: CAPIC) is for the equipment repair and replacement program you may have selected. See [Equipment Protection Terms and Conditions](#) at T-Mobile.com for program details.

Late Fees - May apply on past due amounts not paid by the date on page 1 of your statement. See your rate plan for details. Late fee charges are liquidated damages and are not a penalty.

Payment By Check - When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer (EFT) from your account or to process the payment as a check transaction. If we process your payment by EFT, the funds may be withdrawn the same day we receive your payment, and your cancelled check will not be returned. Please contact 1-800-937-8997 with questions.

EasyPay - EasyPay is an automatic monthly payment feature. If you enroll, the following terms and conditions apply: You authorize T-Mobile to withdraw from your bank account or charge your credit or debit card for the monthly charges associated with your account (including your rate plan charge, add-on services selected, incidental purchases, plus applicable taxes, fees and surcharges). We will withdraw funds or charge your card 3 days before the due date on your account. You may stop a withdrawal or charge by giving us at least 3 business days notice before the scheduled date of withdrawal or charge. You have the right to receive notice of all varying transfers from your bank account. We are not liable for losses of any kind as a result of an error in your account or a delayed transfer or charge. You must promptly notify us in writing of any changes to your EasyPay information and our only liability is to make appropriate changes after we receive your updated information. T-Mobile may change these Terms and Conditions at any time by giving you notice by any means. EasyPay can be terminated with reasonable notice by either party and all transactions authorized before termination will be completed. Check with your bank for any additional charges or fees. To enroll, complete and mail the form below or visit www.T-Mobile.com and call 1-800-937-8997 with any questions.

Questions about your bill? Call Customer Service at 1-800-937-8997 or 611 from your T-Mobile phone (Por favor llame al 1-800-937-8997 o 611 de su teléfono T-Mobile para preguntas de su factura). You can also write to T-Mobile Customer Relations, PO Box 37380, Albuquerque, NM 87175-7380 or send us an email via our website at <http://www.t-mobile.com/contact>. **CA customers**, if you have a complaint you cannot resolve with us, write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-6846.

NM customers may also contact the New Mexico Public Regulation Commission at 1-888-427-5772. **Puerto Rico customers:** For any disputes regarding your bill, you should notify us no later than 20 days from the date such bill was sent to you. We will notify you of our resolution regarding your dispute within 15 days after the date in which such notification was received. If you disagree with our resolution, you will have the right to submit a Petition for Review by the Telecommunications Regulatory Board of Puerto Rico, 500 Ave. Roberto H. Todd (Pda. 18 - Santurce) San Juan, PR 00907-3941, within 30 days of the notification of our resolution. You must send us a copy of your Petition for Review to Apartado 191957, SJ, PR 00919-1957 Attn:Customer Service Manager. If you have any questions, please contact our Customer Service representatives by calling toll-free at 1-800 937-8997 or 611 from your T-Mobile phone. please contact our Customer Service representatives by calling toll-free at 1-800 937-8997 or 611 from your T-Mobile phone.

View your bill and call details online for free. Log into your account at www.t-mobile.com.

Change Of Address:

Effective Date / /

Address

City

State

Zip

Home#()

Business#()

EasyPay Checking

EasyPay Saving

Bank Account Number:

Routing and Transit Number:

EasyPay Agreement: I hereby agree that I have fully read and understand the Easy Pay account terms and conditions and that I authorize T-Mobile to debit the specified bank account for payment of my T-Mobile bill(s). I understand that my participation in Easy Pay is to remain in effect until canceled in writing by me, financial institution or T-Mobile. I understand that all terms and conditions of my T-Mobile Service Agreement remain in full force and effect.

Please sign and date here for EasyPay :

Signature Date / /

Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Jul 29, 2012

Page 3 of 5

Monthly Summary							
Monthly service charges from 6/29/12 - 7/28/12							
Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges
[REDACTED]	\$ 79.99	\$ (20.00)	\$ 10.19	\$ -	\$ 1.61	\$ 7.38	\$ 79.17
(Details on Page 3)							

Available Service	Type	WHENEVER	WEEKEND		
Classic Unl Talk & Text	Incl Minutes	Minutes Unlimited	-		
	T-Mobile to T-Mobile	Minutes Unlimited	-		
	Text Messages	Messages Unlimited	-		
	Use Them Or Lose Them	Minutes -	Unlimited		
Promo Even More Unl Messa	Picture Messages	Messages Unlimited	-		
	REQ Plus 2GB Data Classic	Mobile Broadband	Gigabytes Unlimited		
Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
	INTL Txt Msg Sent	Messages 1	-	-	-
	Included Plan Minutes	Minutes -	151	2	36
	Mobile Broadband	Gigabytes -	0.0311	0.0036	0.0154
	Other Svc Prov	Messages 1	-	-	-
	Picture Messaging Recd	Messages 4	-	-	-
	Picture Messaging Sent	Messages 1	-	-	-
	Txt Msg Recd	Messages 97	-	-	-
	Txt Msg Sent	Messages 86	-	-	-



Account Service Detail		
	Amount	Totals
Previous Balance	\$ 113.68	
Payment Received On 7/19/12	\$ (113.68)	
Monthly Recurring Charges		\$ 79.99
Classic Unl Talk & Text	\$ 59.99	
Partial charge for Name ID Free Trial from 6/29/12 to 7/02/12	\$ -	
REQ Plus 2GB Data Classic	\$ 20.00	
Credits & Adjustments		\$ (20.00)
Svc Warranty Process Fee ADJ	\$ (20.00)	
Usage Charges		\$ 10.19
MESSAGING CHARGES	\$ 0.20	
PREMIUM SERVICES	\$ 9.99	
Other Charges		\$ 1.61
Communications Related		
Regulatory Programs Fee*	\$ 1.61	

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

Taxes, Fees and Surcharges		\$ 7.38
Government Fees and Taxes		
CA Advanced Services Fund	\$	0.08
CA Relay Service and Communications Device Fund	\$	0.12
California High Cost Fund - A (CHCF-A)	\$	0.25
California High Cost Fund - B (CHCF-B)	\$	0.18
California Teleconnect Fund	\$	0.05
Emergency Telephone Users Surcharge Tax (911)	\$	0.27

Statement For: PAUL S. ILLICK
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Jul 29, 2012

Page 4 of 5

Account Service Detail - (Continued)		
	Amount	Totals
Taxes, Fees and Surcharges - (Continued)		
Government Fees and Taxes - (Continued)		
Universal Lifeline Telephone Service Surcharge	\$ 0.71	
Utility Use	\$ 3.70	
Other Fees & Government-Related Obligations**		
Federal Universal Service Fund	\$ 1.91	
Regulatory Fee	\$ 0.11	
Total Charges		\$ 79.17

**These charges relate to your service. They may be imposed on us and passed through to you pursuant to your contract.

Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Jul 20, 2012

Page 5 of 5

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					189	\$ -	\$ -	\$ -
SUBTOTAL					189	\$ -	\$ -	\$ -

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					188		\$ -
(b)(6) 7/23/12	Hong Kong	6:00 AM	[REDACTED]	Text	1	Outgoing	\$ 0.20
SUBTOTAL					189		\$ 0.20

WEB AND DATA USAGE CHARGES					
Date	Service	Time	Volume	Measurement	Total
Included Data with Zero Charges			0.0501	Gigabytes	
SUBTOTAL			0.0501	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
7/13/12	Shaboom Media	6:03 AM	888906150 BmStorm23918	\$ 9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Total of All Usage Charges	\$ 10.19
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The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int Disc Call
 (J) Int Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpot Call (V) myFaves Call (X) T-Mobile @Home Call



T-Mobile - stick together.

Your Statement

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Important Information

Visit www.my.t-mobile.com to pay your bill online, check your balance & minutes, get product support, and shop for the latest ringtones and wallpapers for your phone!

AT 01 029022 62565B118 A**3DGT



PAUL S. ILLICK
[REDACTED]
MODESTO CA 95354-3230

Summary

Previous Balance \$ 79.17
Pmt Rec'd - Thank You \$ (79.17)

Total Past Due \$ -
(Due Immediately)

Monthly Recurring Chgs \$ 79.99
Usage Charges \$ 9.99
Other Charges \$ 1.61
Taxes & Surcharges \$ 7.05

Total Current Charges \$ 98.64
Current Charges Due By 9/21/12

Grand Total \$ 98.64

*PAID 9/19/12
ONLINE*



PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.

T-Mobile

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

126

T-MOBILE
P.O. Box 51843
Los Angeles CA 90051-6143



Amount Due By 9/21/12	Amount Enclosed
\$98.64	

- For EasyPay Option - check box and complete the reverse side
- If you have changed your address - check box and record new address on the reverse side.

0408384190880921120000098643953543230

Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Aug 29, 2012

Page 2 of 5

Additional Information:

Taxes, Fees and Surcharges - Includes government fees and taxes that we collect and are required by federal, state or local law to remit to the appropriate governmental entity (including, but not limited to, sales, use, excise, public utility, and E911). This section may also include certain fees and costs incurred by us as a result of providing service, such as universal service fees (USF). We elect to collect them in order to recover or help defray the costs we incur. These fees, and what is included in the fees, may vary by locale and may change from time to time without notice.

Regulatory Programs Fee - We collect and retain this fee to recover some of the costs we incur to comply with local, state and federal governmental mandates and programs, including, but not limited to, E911, local number portability and number pooling. We may impose the fee whether or not the benefits of any or all of these mandates and programs are available to you in your location.

Equipment Protect by Asurion (in Puerto Rico: CAPIC) is for the equipment repair and replacement program you may have selected. See Equipment Protection Terms and Conditions at T-Mobile.com for program details.

Late Fees - May apply on past due amounts not paid by the date on page 1 of your statement. See your rate plan for details. Late fee charges are liquidated damages and are not a penalty.

Payment By Check - When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer (EFT) from your account or to process the payment as a check transaction. If we process your payment by EFT, the funds may be withdrawn the same day we receive your payment, and your cancelled check will not be returned. Please contact 1-800-937-8997 with questions.

EasyPay - EasyPay is an automatic monthly payment feature. If you enroll, the following terms and conditions apply: You authorize T-Mobile to withdraw from your bank account or charge your credit or debit card for the monthly charges associated with your account (including your rate plan charge, add-on services selected, incidental purchases, plus applicable taxes, fees and surcharges). We will withdraw funds or charge your card 3 days before the due date on your account. You may stop a withdrawal or charge by giving us at least 3 business days notice before the scheduled date of withdrawal or charge. You have the right to receive notice of all varying transfers from your bank account. We are not liable for losses of any kind as a result of an error in your account or a delayed transfer or charge. You must promptly notify us in writing of any changes to your EasyPay information and our only liability is to make appropriate changes after we receive your updated information. T-Mobile may change these Terms and Conditions at any time by giving you notice by any means. EasyPay can be terminated with reasonable notice by either party and all transactions authorized before termination will be completed. Check with your bank for any additional charges or fees. To enroll, complete and mail the form below or visit www.T-Mobile.com and call 1-800-937-8997 with any questions.

Questions about your bill? Call Customer Service at 1-800-937-8997 or 611 from your T-Mobile phone (Por favor llame al 1-800-937-8997 o 611 de su teléfono T-Mobile para preguntas de su factura). You can also write to T-Mobile Customer Relations, PO Box 37380, Albuquerque, NM 87176-7380 or see additional options on our website at <http://www.t-mobile.com/contact>. **CA customers**, if you have a complaint you cannot resolve with us, write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-6846.

NM customers may also contact the New Mexico Public Regulation Commission at 1-888-427-5772. **Puerto Rico customers:** For any disputes regarding your bill, you should notify us no later than 20 days from the date such bill was sent to you. We will notify you of our resolution regarding your dispute within 15 days after the date in which such notification was received. If you disagree with our resolution, you will have the right to submit a Petition for Review by the Telecommunications Regulatory Board of Puerto Rico, 500 Ave. Roberto H. Todd (Pda. 18 - Santurce) San Juan, PR 00907-3941, within 30 days of the notification of our resolution. You must send us a copy of your Petition for Review to Apartado 191957, SJ, PR 00919-1957 Attn:Customer Service Manager. If you have any questions, please contact our Customer Service representatives by calling toll-free at 1-800 937-8997 or 611 from your T-Mobile phone. please contact our Customer Service representatives by calling toll-free at 1-800 937-8997 or 611 from your T-Mobile phone.

View your bill and call details online for free. Log into your account at www.t-mobile.com.

Change Of Address:

Effective Date / /

Address

City

State

Zip -

Home#()

Business#()

EasyPay Checking EasyPay Saving

Bank Account Number:

Routing and Transit Number:

EasyPay Agreement: I hereby agree that I have fully read and understand the Easy Pay account terms and conditions and that I authorize T-Mobile to debit the specified bank account for payment of my T-Mobile bill(s). I understand that my participation in Easy Pay is to remain in effect until cancelled in writing by me, financial institution or T-Mobile. I understand that all terms and conditions of my T-Mobile Service Agreement remain in full force and effect.

Please sign and date here for EasyPay :

Signature Date / /

Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997
 Aug 29, 2012

Monthly Summary							
Monthly service charges from 7/29/12 - 8/28/12							
Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges
[REDACTED]	\$ 79.99	\$ -	\$ 9.99	\$ -	\$ 1.61	\$ 7.05	\$ 98.64
(Details on Page 3)							

Available Service	Type	WHENEVER	WEEKEND
Classic Unl Talk & Text	Incl Minutes	Minutes	Unlimited
	T-Mobile to T-Mobile	Minutes	Unlimited
	Text Messages	Messages	Unlimited
	Use Them Or Lose Them	Minutes	-
Promo Even More Unl Messa	Picture Messages	Messages	Unlimited
	Mobile Broadband	Gigabytes	Unlimited

Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
Included Plan Minutes	Minutes	-	173	-	56
Mobile Broadband	Gigabytes	-	0.0188	0.0086	0.0145
Other Svc Prov	Messages	1	-	-	-
Picture Messaging Recd	Messages	12	-	-	-
T-Mobile to T-Mobile	Minutes	-	-	-	35
Txt Msg Recd	Messages	94	-	-	-
Txt Msg Sent	Messages	83	-	-	-

Account Service Detail		
	Amount	Totals
Previous Balance	\$ 79.17	
Payment Received On 8/21/12	\$ (79.17)	
Monthly Recurring Charges		\$ 79.99
Classic Unl Talk & Text	\$ 59.99	
REQ Plus 2GB Data Classic	\$ 20.00	
Usage Charges		\$ 9.99
PREMIUM SERVICES	\$ 9.99	
Other Charges		\$ 1.61
Communications Related		
Regulatory Programs Fee*	\$ 1.61	

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

Taxes, Fees and Surcharges		\$ 7.05
Government Fees and Taxes		
CA Advanced Services Fund	\$	0.07
CA Relay Service and Communications Device Fund	\$	0.10
California High Cost Fund - A (CHCF-A)	\$	0.20
California High Cost Fund - B (CHCF-B)	\$	0.14
California Teleconnect Fund	\$	0.04
Emergency Telephone Users Surcharge Tax (911)	\$	0.26
Universal Lifeline Telephone Service Surcharge	\$	0.56
Utility Use	\$	3.69
Other Fees & Government-Related Obligations**		
Federal Universal Service Fund	\$	1.91
Regulatory Fee	\$	0.08

Statement For: PAUL S. ILLICK
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Aug 29, 2012

Page 4 of 5

<i>Account Service Detail - (Continued)</i>		
	Amount	Totals

Taxes, Fees and Surcharges - (Continued)		
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**These charges relate to your service. They may be imposed on us and passed through to you pursuant to your contract.

Total Charges		\$ 98.64
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Statement For: PAUL S. ILLICK
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Aug 29, 2012

Page 5 of 5

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					264	\$ -	\$ -	\$ -
SUBTOTAL					264	\$ -	\$ -	\$ -

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					189		\$ -
SUBTOTAL					189		\$ -

WEB AND DATA USAGE CHARGES					
Date	Service	Time	Volume	Measurement	Total
Included Data with Zero Charges			0.0420	Gigabytes	
SUBTOTAL			0.0420	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
8/13/12	Shaboom Media	6:05 AM	8888905150 BmStorm23918	\$ 9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Total of All Usage Charges	\$ 9.99
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The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call

(J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpot Call (V) myFaves Call (X) T-Mobile @Home Call



T-Mobile - stick together

Your Statement

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Important Information
Visit www.my.t-mobile.com to pay your bill online, check your balance & minutes, get product support, and shop for the latest ringtones and wallpapers for your phone!

AT 01 034185 86076B131 A**3DGT



PAUL S. ILLICK
[REDACTED]
MODESTO CA 95354-3230

Summary		
Previous Balance	\$	98.64
Pmt Rec'd - Thank You	\$	(98.64)
Total Past Due	\$	-
<i>(Due Immediately)</i>		
Monthly Recurring Chgs	\$	79.99
Usage Charges	\$	9.99
Other Charges	\$	1.61
Taxes & Surcharges	\$	7.11
Total Current Charges	\$	98.70
Current Charges Due By		10/21/12
Grand Total	\$	98.70



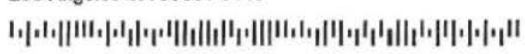
*PAID ONLINE
10/19/12*

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.

T-Mobile

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

T-MOBILE
P.O. Box 51843
Los Angeles CA 90051-6143



Amount Due By 10/21/12	Amount Enclosed
\$98.70	

- For EasyPay Option - check box and complete the reverse side
- If you have changed your address - check box and record new address on the reverse side.

0408384190881021120000098707953543230

Statement For: PAUL S. ILLICK
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Sep 29, 2012

Page 2 of 5

Additional Information:

Taxes, Fees and Surcharges - Includes government fees and taxes that we collect and are required by federal, state or local law to remit to the appropriate governmental entity (including, but not limited to, sales, use, excise, public utility, and E911). This section may also include certain fees and costs incurred by us as a result of providing service, such as universal service fees (USF). We elect to collect them in order to recover or help defray the costs we incur. These fees, and what is included in the fees, may vary by locale and may change from time to time without notice.

Regulatory Programs Fee - We collect and retain this fee to recover some of the costs we incur to comply with local, state and federal governmental mandates and programs, including, but not limited to, E911, local number portability and number pooling. We may impose the fee whether or not the benefits of any or all of these mandates and programs are available to you in your location.

Equipment Protect by Asurion (in Puerto Rico: CAPIC) is for the equipment repair and replacement program you may have selected. See Equipment Protection Terms and Conditions at T-Mobile.com for program details.

Late Fees - May apply on past due amounts not paid by the date on page 1 of your statement. See your rate plan for details. Late fee charges are liquidated damages and are not a penalty.

Payment By Check - When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer (EFT) from your account or to process the payment as a check transaction. If we process your payment by EFT, the funds may be withdrawn the same day we receive your payment, and your cancelled check will not be returned. Please contact 1-800-937-8997 with questions.

EasyPay - EasyPay is an automatic monthly payment feature. If you enroll, the following terms and conditions apply: You authorize T-Mobile to withdraw from your bank account or charge your credit or debit card for the monthly charges associated with your account (including your rate plan charge, add-on services selected, incidental purchases, plus applicable taxes, fees and surcharges). We will withdraw funds or charge your card 3 days before the due date on your account. You may stop a withdrawal or charge by giving us at least 3 business days notice before the scheduled date of withdrawal or charge. You have the right to receive notice of all varying transfers from your bank account. We are not liable for losses of any kind as a result of an error in your account or a delayed transfer or charge. You must promptly notify us in writing of any changes to your EasyPay information and our only liability is to make appropriate changes after we receive your updated information. T-Mobile may change these Terms and Conditions at any time by giving you notice by any means. EasyPay can be terminated with reasonable notice by either party and all transactions authorized before termination will be completed. Check with your bank for any additional charges or fees. To enroll, complete and mail the form below or visit www.T-Mobile.com and call 1-800-937-8997 with any questions.

Questions about your bill? Call Customer Service at 1-800-937-8997 or 611 from your T-Mobile phone (Por favor llame al 1-800-937-8997 o 611 de su teléfono T-Mobile para preguntas de su factura). You can also write to T-Mobile Customer Relations, PO Box 37380, Albuquerque, NM 87176-7380 or see additional options on our website at <http://www.t-mobile.com/contact>. **CA customers**, if you have a complaint you cannot resolve with us, write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-6846.

NM customers may also contact the New Mexico Public Regulation Commission at 1-888-427-5772. **Puerto Rico customers:** For any disputes regarding your bill, you should notify us no later than 20 days from the date such bill was sent to you. We will notify you of our resolution regarding your dispute within 15 days after the date in which such notification was received. If you disagree with our resolution, you will have the right to submit a Petition for Review by the Telecommunications Regulatory Board of Puerto Rico, 500 Ave. Roberto H. Todd (Pda. 18 - Santurce) San Juan, PR 00907-3941, within 30 days of the notification of our resolution. You must send us a copy of your Petition for Review to Apartado 191957, SJ, PR 00919-1957 Attn:Customer Service Manager. If you have any questions, please contact our Customer Service representatives by calling toll-free at 1-800 937-8997 or 611 from your T-Mobile phone. please contact our Customer Service representatives by calling toll-free at 1-800 937-8997 or 611 from your T-Mobile phone.

View your bill and call details online for free. Log into your account at www.t-mobile.com.

Change Of Address:

Effective Date ____/____/____

Address

City

State

Zip

____ - _____

Home#() _____

Business#() _____

EasyPay Checking

EasyPay Saving

Bank Account Number: _____

Routing and Transit Number: _____

EasyPay Agreement: I hereby agree that I have fully read and understand the Easy Pay account terms and conditions and that I authorize T-Mobile to debit the specified bank account for payment of my T-Mobile bill(s). I understand that my participation in Easy Pay is to remain in effect until cancelled in writing by me, financial institution or T-Mobile. I understand that all terms and conditions of my T-Mobile Service Agreement remain in full force and effect.

Please sign and date here for EasyPay :

Signature _____ Date ____/____/____

Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number **1-800-937-8997**

Sep 29, 2012

Page 3 of 5

Monthly Summary							
Monthly service charges from 8/29/12 - 9/28/12							
Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges
[REDACTED]	\$ 79.99	\$ -	\$ 9.99	\$ -	\$ 1.61	\$ 7.11	\$ 98.70
(Details on Page 3)							

Available Service	Type	WHENEVER	WEEKEND
Classic Unl Talk & Text	Incl Minutes	Minutes Unlimited	-
	T-Mobile to T-Mobile	Minutes Unlimited	-
	Text Messages	Messages Unlimited	-
	Use Them Or Lose Them	Minutes -	Unlimited
Promo Even More Unl Messa REQ Plus 2GB Data Classic	Picture Messages	Messages Unlimited	-
	Mobile Broadband	Gigabytes Unlimited	-

Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
Included Plan Minutes	Minutes	-	270	-	33
Mobile Broadband	Gigabytes	-	0.0805	0.0012	0.0239
Other Svc Prov	Messages	1	-	-	-
Picture Messaging Recd	Messages	9	-	-	-
Picture Messaging Sent	Messages	4	-	-	-
T-Mobile to T-Mobile	Minutes	-	4	-	13
Txt Msg Recd	Messages	147	-	-	-
Txt Msg Sent	Messages	105	-	-	-

Account Service Detail		
	Amount	Totals
Previous Balance	\$ 98.64	
Payment Received On 9/20/12	\$ (98.64)	
Monthly Recurring Charges		\$ 79.99
Classic Unl Talk & Text	\$ 59.99	
REQ Plus 2GB Data Classic	\$ 20.00	
Usage Charges		\$ 9.99
PREMIUM SERVICES	\$ 9.99	
Other Charges		\$ 1.61
Communications Related		
Regulatory Programs Fee*	\$ 1.61	

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

Taxes, Fees and Surcharges		\$ 7.11
Government Fees and Taxes		
CA Advanced Services Fund	\$	0.07
CA Relay Service and Communications Device Fund	\$	0.10
California High Cost Fund - A (CHCF-A)	\$	0.20
California High Cost Fund - B (CHCF-B)	\$	0.14
California Teleconnect Fund	\$	0.04
Emergency Telephone Users Surcharge Tax (911)	\$	0.26
Universal Lifeline Telephone Service Surcharge	\$	0.56
Utility Use	\$	3.75
Other Fees & Government-Related Obligations**		
Federal Universal Service Fund	\$	1.91

Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Sep 29, 2012

Page 4 of 5

Account Service Detail - (Continued)		
	Amount	Totals
Taxes, Fees and Surcharges - (Continued)		
Other Fees & Government-Related Obligations** - (Continued)		
Regulatory Fee	\$ 0.08	
**These charges relate to your service. They may be imposed on us and passed through to you pursuant to your contract.		
Total Charges		\$ 98.70

Statement For: PAUL S. ILICK
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Sep 29, 2012

Page 5 of 5

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					320	\$ -	\$ -	\$ -
SUBTOTAL					320	\$ -	\$ -	\$ -

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					265		\$ -
SUBTOTAL					265		\$ -

WEB AND DATA USAGE CHARGES					
Date	Service	Time	Volume	Measurement	Total
Included Data with Zero Charges			0.1057	Gigabytes	
SUBTOTAL			0.1057	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
9/13/12	Shaboom Media	6:07 AM	8888906150 BmStorm23918	\$ 9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Total of All Usage Charges	\$ 9.99
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The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call

(J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpot Call (V) myFaves Call (X) T-Mobile @Home Call



T-Mobile stick together

Your Statement

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Important Information

Visit www.my.t-mobile.com to pay your bill online, check your balance & minutes, get product support, and shop for the latest ringtones and wallpapers for your phone!

AT 01 033952 04291B132 A**3DGT



PAUL S. ILLICK
[REDACTED]
MODESTO CA 95354-3230

Summary

Previous Balance \$ 98.70
Pmt Rec'd - Thank You \$ (98.70)

Total Past Due \$ -
(Due Immediately)

Monthly Recurring Chgs \$ 79.99
Usage Charges \$ 9.99
Other Charges \$ 1.61
Taxes & Surcharges \$ 7.11

Total Current Charges \$ 98.70
Current Charges Due By 11/21/12

Grand Total \$ 98.70

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.

T-Mobile

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

T-MOBILE
P.O. Box 51843
Los Angeles CA 90051-6143



Amount Due By 11/21/12	Amount Enclosed
\$98.70	

- For EasyPay Option - check box and complete the reverse side
- If you have changed your address - check box and record new address on the reverse side.

0408384190881121120000098706953543230

Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Oct 29, 2012

Page 3 of 5

Monthly Summary							
Monthly service charges from 9/29/12 - 10/28/12							
Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges
[REDACTED]	\$ 79.99	\$ -	\$ 9.99	\$ -	\$ 1.61	\$ 7.11	\$ 98.70
(Details on Page 3)							

Available Service	Type	WHENEVER	WEEKEND
Classic Unl Talk & Text	Incl Minutes	Minutes Unlimited	-
	T-Mobile to T-Mobile	Minutes Unlimited	-
	Text Messages	Messages Unlimited	-
	Use Them Or Lose Them	Minutes -	Unlimited
Promo Even More Unl Messa REQ Plus 2GB Data Classic	Picture Messages	Messages Unlimited	-
	Mobile Broadband	Gigabytes Unlimited	-

Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
Included Plan Minutes	Minutes	-	194	-	40
Mobile Broadband	Gigabytes	-	0.0338	0.0005	0.0119
Other Svc Prov	Messages	1	-	-	-
Picture Messaging Recd	Messages	9	-	-	-
Picture Messaging Sent	Messages	2	-	-	-
T-Mobile to T-Mobile	Minutes	-	-	-	8
Txt Msg Recd	Messages	96	-	-	-
Txt Msg Sent	Messages	76	-	-	-



Account Service Detail		
	Amount	Totals
Previous Balance	\$ 98.70	
Payment Received On 10/19/12	\$ (98.70)	
Monthly Recurring Charges		\$ 79.99
Classic Unl Talk & Text	\$ 59.99	
REQ Plus 2GB Data Classic	\$ 20.00	
Usage Charges		\$ 9.99
PREMIUM SERVICES	\$ 9.99	
Other Charges		\$ 1.61
Communications Related		
Regulatory Programs Fee*	\$ 1.61	

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

Taxes, Fees and Surcharges		\$ 7.11
Government Fees and Taxes		
CA Advanced Services Fund	\$	0.07
CA Relay Service and Communications Device Fund	\$	0.10
California High Cost Fund - A (CHCF-A)	\$	0.20
California High Cost Fund - B (CHCF-B)	\$	0.14
California Teleconnect Fund	\$	0.04
Emergency Telephone Users Surcharge Tax (911)	\$	0.26
Universal Lifeline Telephone Service Surcharge	\$	0.56
Utility Use	\$	3.75
Other Fees & Government-Related Obligations**		
Federal Universal Service Fund	\$	1.91

Statement For: PAUL S. ILLICK
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Oct 29, 2012

Page 4 of 5

<i>Account Service Detail - (Continued)</i>		
	Amount	Totals
Taxes, Fees and Surcharges - (Continued)		
Other Fees & Government-Related Obligations** - (Continued)		
Regulatory Fee	\$ 0.08	
Total Charges		\$ 98.70

**These charges relate to your service. They may be imposed on us and passed through to you pursuant to your contract.

Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Oct 29, 2012

Page 5 of 5

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					242	\$ -	\$ -	\$ -
SUBTOTAL					242	\$ -	\$ -	\$ -

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					163		\$ -
SUBTOTAL					163		\$ -

WEB AND DATA USAGE CHARGES					
Date	Service	Time	Volume	Measurement	Total
Included Data with Zero Charges			0.0463	Gigabytes	
SUBTOTAL			0.0463	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
10/13/12	Shaboom Media	6:09 AM	8668906150 BrnStorm23918	\$ 9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Total of All Usage Charges	\$ 9.99
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The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Call (I) Int'l Disc Call

(J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpot Call (V) myFaves Call (X) T-Mobile @Home Call



T-Mobile

Your Statement

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Important Information
Visit www.my.t-mobile.com to pay your bill online, check your balance & minutes, get product support, and shop for the latest ringtones and wallpapers for your phone!

AT 02 032077 25181B144 A**3DGT



PAUL S. ILLICK
[REDACTED]
MODESTO CA 95354-3230

Summary		
Previous Balance	\$	98.70
Pmt Rec'd - Thank You	\$	(100.00)
Total Past Due	\$	(1.30)
<i>(Credit Balance)</i>		
Monthly Recurring Chgs	\$	79.99
Usage Charges	\$	10.39
Other Charges	\$	1.61
Taxes & Surcharges	\$	7.13
Total Current Charges	\$	99.12
Current Charges Due By		12/21/12
Grand Total	\$	97.82

*PAID ONLINE
12/20/12*

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.

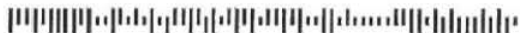
T-Mobile

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

19

Amount Due By 12/21/12	Amount Enclosed
\$97.82	

T-MOBILE
P.O. Box 51843
Los Angeles CA 90051-6143



- For EasyPay Option - check box and complete the reverse side
- If you have changed your address - check box and record new address on the reverse side.

0408384190881221120000097822953543230

T-Mobile

Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number **1-800-937-8997**

Nov 29, 2012

Page 3 of 6

Address at which this line is primarily used:

[REDACTED]
 MODESTO CA 95354-3230

Monthly Summary							
Monthly service charges from 10/29/12 - 11/28/12							
Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges
[REDACTED]	\$ 79.99	\$ -	\$ 10.39	\$ -	\$ 1.61	\$ 7.13	\$ 99.12
(Details on Page 3)							

Available Service	Type	WHENEVER	WEEKEND
Classic Uni Talk & Text	Incl Minutes	Minutes Unlimited	-
	T-Mobile to T-Mobile	Minutes Unlimited	-
	Text Messages	Messages Unlimited	-
	Use Them Or Lose Them	Minutes -	Unlimited
Promo Even More Uni Messa	Picture Messages	Messages Unlimited	-
REQ Plus 2GB Data Classic	Mobile Broadband	Gigabytes Unlimited	-

Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
	INTL Txt Msg Sent	Messages 2	-	-	-
	Included Plan Minutes	Minutes -	248	9	24
	Mobile Broadband	Gigabytes -	0.0705	0.0077	0.0243
	Other Svc Prov	Messages 1	-	-	-
	Picture Messaging Recd	Messages 1	-	-	-
	Txt Msg Recd	Messages 150	-	-	-
	Txt Msg Sent	Messages 117	-	-	-

Account Service Detail		
	Amount	Totals
Previous Balance	\$ 98.70	
Payment Received On 11/21/12	\$ (100.00)	
Monthly Recurring Charges		\$ 79.99
Classic Uni Talk & Text	\$ 59.99	
REQ Plus 2GB Data Classic	\$ 20.00	
Usage Charges		\$ 10.39
MESSAGING CHARGES	\$ 0.40	
PREMIUM SERVICES	\$ 9.99	
Other Charges		\$ 1.61
Communications Related		
Regulatory Programs Fee*	\$ 1.61	

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

Taxes, Fees and Surcharges	\$ 7.13
Government Fees and Taxes	
CA Advanced Services Fund	\$ 0.07
CA Relay Service and Communications Device Fund	\$ 0.10
California High Cost Fund - A (CHCF-A)	\$ 0.20
California High Cost Fund - B (CHCF-B)	\$ 0.14
California Teleconnect Fund	\$ 0.04
Emergency Telephone Users Surcharge Tax (911)	\$ 0.26

Statement For: PAUL S. ILICK
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Nov 29, 2012

Page 4 of 6

Account Service Detail - (Continued)

	Amount	Totals
Taxes, Fees and Surcharges - (Continued)		
Government Fees and Taxes - (Continued)		
Universal Lifeline Telephone Service Surcharge	\$ 0.56	
Utility Use	\$ 3.77	
Other Fees & Government-Related Obligations**		
Federal Universal Service Fund	\$ 1.91	
Regulatory Fee	\$ 0.08	
Total Charges		\$ 97.82

**These charges relate to your service. They may be imposed on us and passed through to you pursuant to your contract.

T-Mobile

Statement For: PAUL S. ILLICK
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Statement For: PAUL S. ILLICK
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Customer Service Number 1-800-937-8997

Nov 29, 2012

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Nov 29, 2012

Page 6 of 6

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					281	\$ -	\$ -	\$ -
SUBTOTAL					281	\$ -	\$ -	\$ -

Total of All Usage Charges	\$ 10.39
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The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					268		\$ -
11/08/12	Hong Kong	7:38 AM	[REDACTED]	Text	1	Outgoing	\$ 0.20
11/08/12	Hong Kong	8:49 AM	[REDACTED]	Text	1	Outgoing	\$ 0.20
SUBTOTAL					270		\$ 0.40

WEB AND DATA USAGE CHARGES					
Date	Service	Time	Volume	Measurement	Total
Included Data with Zero Charges			0.1026	Gigabytes	
SUBTOTAL			0.1026	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
11/13/12	Shaboom Media	10:32 AM	8888906150 BrnStorm23918	\$ 9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call (J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpot Call (V) myFaves Call (X) T-Mobile @Home Call

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call (J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpot Call (V) myFaves Call (X) T-Mobile @Home Call



T-Mobile

Your Statement

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Important Information
Visit www.my.t-mobile.com to pay your bill online, check your balance & minutes, get product support, and shop for the latest ringtones and wallpapers for your phone!

AT 01 030662 45454B1 18 A**3DGT



PAUL S. ILLICK
[REDACTED]
MODESTO CA 95354-3230

Summary		
Previous Balance	\$	97.82
Pmt Rec'd - Thank You	\$	(97.82)
Total Past Due	\$	-
<i>(Due Immediately)</i>		
Monthly Recurring Chgs	\$	79.99
Usage Charges	\$	9.99
Other Charges	\$	1.61
Taxes & Surcharges	\$	7.11
Total Current Charges	\$	98.70
Current Charges Due By		1/21/13
Grand Total	\$	98.70

PAID ONLINE 1/18/13



PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.

T-Mobile

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

T-MOBILE
P.O. Box 51843
Los Angeles CA 90051-6143



Amount Due By 1/21/13	Amount Enclosed
\$98.70	

- For EasyPay Option - check box and complete the reverse side
- If you have changed your address - check box and record new address on the reverse side.

0408384190880121130000098707953543230

Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number **1-800-937-8997**

Dec 29, 2012

Page 3 of 6

Address at which this line is primarily used:

[REDACTED]
 MODESTO CA 95354-3230

T-Mobile

Monthly Summary							
Monthly service charges from 11/29/12 - 12/28/12							
Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges
[REDACTED]	\$ 79.99	\$ -	\$ 9.99	\$ -	\$ 1.61	\$ 7.11	\$ 98.70
(Details on Page 3)							

Available Service	Type	WHENEVER	WEEKEND
Classic Unl Talk & Text	Incl Minutes	Minutes Unlimited	-
	T-Mobile to T-Mobile	Minutes Unlimited	-
	Text Messages	Messages Unlimited	-
	Use Them Or Lose Them	Minutes -	Unlimited
Promo Even More Unl Messa	Picture Messages	Messages Unlimited	-
	REQ Plus 2GB Data Classic	Mobile Broadband	Gigabytes Unlimited

Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
Included Plan Minutes	Minutes	-	382	1	193
Mobile Broadband	Gigabytes	-	0.0586	0.0000	0.0030
Other Svc Prov	Messages	1	-	-	-
Picture Messaging Recd	Messages	3	-	-	-
T-Mobile to T-Mobile	Minutes	-	2	-	2
Txt Msg Recd	Messages	167	-	-	-
Txt Msg Sent	Messages	126	-	-	-

Account Service Detail		
	Amount	Totals
Previous Balance	\$ 97.82	
Payment Received On 12/20/12	\$ (97.82)	
Monthly Recurring Charges		\$ 79.99
Classic Unl Talk & Text	\$ 59.99	
REQ Plus 2GB Data Classic	\$ 20.00	
Usage Charges		\$ 9.99
PREMIUM SERVICES	\$ 9.99	
Other Charges		\$ 1.61
Communications Related		
Regulatory Programs Fee*	\$ 1.61	

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

Taxes, Fees and Surcharges		\$ 7.11
Government Fees and Taxes		
CA Advanced Services Fund	\$	0.07
CA Relay Service and Communications Device Fund	\$	0.10
California High Cost Fund - A (CHCF-A)	\$	0.20
California High Cost Fund - B (CHCF-B)	\$	0.14
California Teleconnect Fund	\$	0.04
Emergency Telephone Users Surcharge Tax (911)	\$	0.26
Universal Lifeline Telephone Service Surcharge	\$	0.56

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Dec 29, 2012

Page 4 of 6

Account Service Detail - (Continued)

	Amount	Totals
Taxes, Fees and Surcharges - (Continued)		
Government Fees and Taxes - (Continued)		
Utility Use	\$ 3.75	
Other Fees & Government-Related Obligations**		
Federal Universal Service Fund	\$ 1.91	
Regulatory Fee	\$ 0.08	
**These charges relate to your service. They may be imposed on us and passed through to you pursuant to your contract.		
Total Charges		\$ 98.70

T-Mobile



Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Dec 29, 2012

Page 5 of 8

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					580	\$ -	\$ -	\$ -
SUBTOTAL					580	\$ -	\$ -	\$ -

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					296		\$ -
SUBTOTAL					296		\$ -

WEB AND DATA USAGE CHARGES					
Date	Service	Time	Volume	Measurement	Total
Included Data with Zero Charges			0.0616	Gigabytes	
SUBTOTAL			0.0616	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES						
Date	Content Provider	Time	Description	Usage Charges	Total	
OTHER SERVICE PROVIDER CHARGES						
12/13/12	Shaboom Media	12:18 PM	8888906150 BrnStorm23916	\$ 9.99	\$ 9.99	
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99	
SUBTOTAL				\$ 9.99	\$ 9.99	

Total of All Usage Charges \$ 9.99

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int Disc Call (J) Int Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Dec 29, 2012

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The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).



Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int Disc Call (J) Int Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

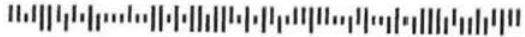
T-Mobile

Your Statement

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Important Information
Visit www.my.t-mobile.com to pay your bill online, check your balance & minutes, get product support, and shop for the latest ringtones and wallpapers for your phone!

AT 01 030329 72060B125 A**3DGT



PAUL S. ILLICK
[REDACTED]
MODESTO CA (b)(6)

Summary

Previous Balance \$ 98.70
Pmt Rec'd - Thank You \$ (98.70)

Total Past Due \$ -
(Due Immediately)

Monthly Recurring Chgs \$ 79.99
Usage Charges \$ 9.99
Other Charges \$ 1.61
Taxes & Surcharges \$ 7.28

Total Current Charges \$ 98.87
Current Charges Due By 2/21/13

Grand Total \$ 98.87

23918

FCC 1-888-225-5322

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.

T-Mobile

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

T-MOBILE
P.O. Box 51843
Los Angeles CA 90051-6143

Amount Due By 2/21/13	Amount Enclosed
\$98.87	



- For EasyPay Option - check box and complete the reverse side
- If you have changed your address - check box and record new address on the reverse side.

0408384190880221130000098870953543230

0

T-Mobile

Statement For: PAUL S. ILICK
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Jan 29, 2013

Page 2 of 6

Additional Information:

Taxes, Fees and Surcharges - Includes government fees and taxes that we collect and are required by federal, state or local law to remit to the appropriate governmental entity (including, but not limited to, sales, use, excise, public utility, and E911). This section may also include certain fees and costs incurred by us as a result of providing service, such as universal service fees (USF). We elect to collect them in order to recover or help defray the costs we incur. These fees, and what is included in the fees, may vary by locale and may change from time to time without notice.

Regulatory Programs Fee - We collect and retain this fee to recover some of the costs we incur to comply with local, state and federal governmental mandates and programs, including, but not limited to, E911, local number portability and number pooling. We may impose the fee whether or not the benefits of any or all of these mandates and programs are available to you in your location.

Equipment Protect by Asurion (in Puerto Rico: CAPIC) is for the equipment repair and replacement program you may have selected. See Equipment Protection Terms and Conditions at T-Mobile.com for program details.

Late Fees - May apply on past due amounts not paid by the date on page 1 of your statement. See your rate plan for details. Late fee charges are liquidated damages and are not a penalty.

Payment By Check - When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer (EFT) from your account or to process the payment as a check transaction. If we process your payment by EFT, the funds may be withdrawn the same day we receive your payment, and your cancelled check will not be returned. Please contact 1-800-937-8997 with questions.

EasyPay - EasyPay is an automatic monthly payment feature. If you enroll, the following terms and conditions apply: You authorize T-Mobile to withdraw from your bank account or charge your credit or debit card for the monthly charges associated with your account (including your rate plan charge, add-on services selected, incidental purchases, plus applicable taxes, fees and surcharges). We will withdraw funds or charge your card 3 days before the due date on your account. You may stop a withdrawal or charge by giving us at least 3 business days notice before the scheduled date of withdrawal or charge. You have the right to receive notice of all varying transfers from your bank account. We are not liable for losses of any kind as a result of an error in your account or a delayed transfer or charge. You must promptly notify us in writing of any changes to your EasyPay information and our only liability is to make appropriate changes after we receive your updated information. T-Mobile may change these Terms and Conditions at any time by giving you notice by any means. EasyPay can be terminated with reasonable notice by either party and all transactions authorized before termination will be completed. Check with your bank for any additional charges or fees. To enroll, complete and mail the form below or visit www.T-Mobile.com and call 1-800-937-8997 with any questions.

Questions about your bill? Call Customer Service at 1-800-937-8997 or 611 from your T-Mobile phone (Por favor llame al 1-800-937-8997 o 611 de su teléfono T-Mobile para preguntas de su factura). You can also write to T-Mobile Customer Relations, PO Box 37380, Albuquerque, NM 87176-7380 or see additional options on our website at <http://www.t-mobile.com/contact>. **CA customers**, if you have a complaint you cannot resolve with us, write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-6846.

NM customers may also contact the New Mexico Public Regulation Commission at 1-888-427-5772. **Puerto Rico customers:** For any disputes regarding your bill, you should notify us no later than 20 days from the date such bill was sent to you. We will notify you of our resolution regarding your dispute within 15 days after the date in which such notification was received. If you disagree with our resolution, you will have the right to submit a Petition for Review by the Telecommunications Regulatory Board of Puerto Rico, 500 Ave. Roberto H. Todd (Pda. 18 - Santurce) San Juan, PR 00907-3941, within 30 days of the notification of our resolution. You must send us a copy of your Petition for Review to Apartado 191957, SJ, PR 00919-1957 Attn:Customer Service Manager. If you have any questions, please contact our Customer Service representatives by calling toll-free at 1-800 937-8997 or 611 from your T-Mobile phone. please contact our Customer Service representatives by calling toll-free at 1-800 937-8997 or 611 from your T-Mobile phone.

View your bill and call details online for free. Log into your account at www.t-mobile.com.

Change Of Address:

Effective Date ___/___/___

Address

City

State

Zip

____-____

Home#() _____

Business#() _____

EasyPay Checking

EasyPay Saving

Bank Account Number: _____

Routing and Transit Number: _____

EasyPay Agreement: I hereby agree that I have fully read and understand the Easy Pay account terms and conditions and that I authorize T-Mobile to debit the specified bank account for payment of my T-Mobile bill(s). I understand that my participation in Easy Pay is to remain in effect until canceled in writing by me, financial institution or T-Mobile. I understand that all terms and conditions of my T-Mobile Service Agreement remain in full force and effect.

Please sign and date here for EasyPay :

Signature _____ Date ___/___/___

Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number **1-800-937-8997**

Jan 29, 2013

Page 3 of 6

Address at which this line is primarily used:

[REDACTED]
 MODESTO CA 95354-3230

Monthly Summary

Monthly service charges from 12/29/12 - 1/28/13

Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges
[REDACTED]	\$ 79.99	\$ -	\$ 9.99	\$ -	\$ 1.61	\$ 7.28	\$ 98.87

(Details on Page 3)

Available Service	Type	WHENEVER	WEEKEND
Classic Uni Talk & Text	Incl Minutes	Minutes Unlimited	-
	T-Mobile to T-Mobile	Minutes Unlimited	-
	Text Messages	Messages Unlimited	-
	Use Them Or Lose Them	Minutes -	Unlimited
Promo Even More Uni Messa	Picture Messages	Messages Unlimited	-
REQ Plus 2GB Data Classic	Mobile Broadband	Gigabytes Unlimited	-

Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
Incl Plan Minutes	Minutes	-	90	38	48
Mobile Broadband	Gigabytes	-	0.3141	0.0013	0.0141
Other Svc Prov	Messages	1	-	-	-
Picture Messaging Recd	Messages	3	-	-	-
T-Mobile to T-Mobile	Minutes	-	1	-	1
Txt Msg Recd	Messages	87	-	-	-
Txt Msg Sent	Messages	74	-	-	-

Account Service Detail

	Amount	Totals
Previous Balance	\$ 98.70	
Payment Received On 1/18/13	\$ (98.70)	
Monthly Recurring Charges		\$ 79.99
Classic Uni Talk & Text	\$ 59.99	
REQ Plus 2GB Data Classic	\$ 20.00	
Usage Charges		\$ 9.99
PREMIUM SERVICES	\$ 9.99	
Other Charges		\$ 1.61
Communications Related		
Regulatory Programs Fee*	\$ 1.61	

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

Taxes, Fees and Surcharges \$ 7.28

Government Fees and Taxes

CA Advanced Services Fund	\$ 0.07
CA Relay Service and Communications Device Fund	\$ 0.10
California High Cost Fund - A (CHCF-A)	\$ 0.20
California High Cost Fund - B (CHCF-B)	\$ 0.14
California Teleconnect Fund	\$ 0.30
Emergency Telephone Users Surcharge Tax (911)	\$ 0.26
Universal Lifeline Telephone Service Surcharge	\$ 0.56

T-Mobile



Statement For: PAUL S. ILLICK
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Jan 29, 2013

Page 4 of 6

Account Service Detail - (Continued)

	Amount	Totals
Taxes, Fees and Surcharges - (Continued)		
Government Fees and Taxes - (Continued)		
Utility Use	\$ 3.76	
Other Fees & Government-Related Obligations**		
Federal Universal Service Fund	\$ 1.81	
Regulatory Fee	\$ 0.08	
Total Charges		\$ 98.87

**These charges relate to your service. They may be imposed on us and passed through to you pursuant to your contract.

T-Mobile



Statement For: PAUL S. ILLICK
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Jan 29, 2013

Page 5 of 6

Statement For: PAUL S. ILLICK
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Jan 29, 2013

Page 6 of 6

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					178	\$ -	\$ -	\$ -
SUBTOTAL					178	\$ -	\$ -	\$ -

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					164		\$ -
SUBTOTAL					164		\$ -

WEB AND DATA USAGE CHARGES					
Date	Service	Time	Volume	Measurement	Total
Included Data with Zero Charges			0.3296	Gigabytes	
SUBTOTAL			0.3296	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
1/13/13	Shaboom Media	11:41 AM	8888906150 BrnStorm23918	\$ 9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Total of All Usage Charges \$ 9.99

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call
(J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call
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JUNE 13

888-890-6150
CELEBRITY GOSSIP WEBSITE



Attachment B

February 5, 2013

T-Mobile Customer Relations
PO Box 37380
Albuquerque, NM 87176-7380

Re: Unauthorized "Premium Service" Charges

Dear Sirs,

I travel a lot so pay my bills online, through my bank. Recently when home and doing filing I see that since July I've been paying \$9.99 per month for a "premium service" that I've never heard of. I called the service, who told me it's for membership in a "celebrity gossip website." Understand that I'm over 60, almost never go to the cinema, and most certainly have NO interest in any celebrity gossip. The company you're billing me for, "Shaboom Media11:41AM 888906150 BrnStorm23918" promised they would send me a copy of my authorization for those charges. It's been several days now with daily follow-up calls when they assure me the documents were e-mailed to me, but not surprisingly nothing has yet arrived. I'm not holding my breath.

I understand this is a scam and I should have been paid monthly attention to the details in your bills, so it's my responsibility. On the other hand your representative told me that charges could be added to my bill by anyone and that you do nothing to verify their legitimacy. Is that correct? If so that means that anyone, anywhere, could simply add charges to my bill and be paid, with your cooperation in the collection. Could that possibly be right? And could you please point out to me the part of my service contract where I authorized you to accept charges from third parties and bill me for them? I don't recall that and can't find it, so would appreciate your assistance. And one last question, did T-Mobile receive any part of that \$9.99 monthly fee from this "Shaboom Media," as a service fee, commission, or anything else?

Thanks and sincerely,

Paul Illick

██████████
Modesto, CA 95354

██████████
T-Mobile Acct. No. ██████████

T-Mobile

Your Statement

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Important Information
Visit www.my.t-mobile.com to pay your bill online, check your balance & minutes, get product support, and shop for the latest ringtones and wallpapers for your phone!

AT 01 030329 72060B125 A**3DGT



PAUL S. ILLICK
[REDACTED]
MODESTO CA 95354-3230

Summary

Previous Balance \$ 98.70
Pmt Rec'd - Thank You \$ (98.70)

Total Past Due \$ -
(Due Immediately)

Monthly Recurring Chgs \$ 79.99
Usage Charges \$ 9.99
Other Charges \$ 1.61
Taxes & Surcharges \$ 7.28

Total Current Charges \$ 98.87
Current Charges Due By 2/21/13

Grand Total \$ 98.87



23918
FCC 1-888-225-5322

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.

T-Mobile

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

T-MOBILE
P.O. Box 51843
Los Angeles CA 90051-6143



Amount Due By 2/21/13	Amount Enclosed
\$98.87	

- For EasyPay Option - check box and complete the reverse side
- If you have changed your address - check box and record new address on the reverse side.

0408384190880221130000098870953543230

0

Statement For: **PAUL S. ILICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number **1-800-937-8997**

Jan 29, 2013

Page 3 of 6

Address at which this line is primarily used:

[REDACTED]
 MODESTO CA 95354-3230

T-Mobile

Monthly Summary

Monthly service charges from 12/29/12 - 1/28/13

Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges
[REDACTED]	\$ 79.99	\$ -	\$ 9.99	\$ -	\$ 1.61	\$ 7.28	\$ 98.87

(Details on Page 3)

Available Service	Type	WHENEVER	WEEKEND
Classic Unl Talk & Text	Incl Minutes	Minutes Unlimited	-
	T-Mobile to T-Mobile	Minutes Unlimited	-
	Text Messages	Messages Unlimited	-
	Use Them Or Lose Them	Minutes -	Unlimited
Promo Even More Unl Messa	Picture Messages	Messages Unlimited	-
REQ Plus 2GB Data Classic	Mobile Broadband	Gigabytes Unlimited	-

Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
Included Plan Minutes	Minutes	-	90	38	48
Mobile Broadband	Gigabytes	-	0.3141	0.0013	0.0141
Other Svc Prov	Messages	1	-	-	-
Picture Messaging Recd	Messages	3	-	-	-
T-Mobile to T-Mobile	Minutes	-	1	-	1
Txt Msg Recd	Messages	87	-	-	-
Txt Msg Sent	Messages	74	-	-	-

Account Service Detail

	Amount	Totals
Previous Balance	\$ 98.70	
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PREMIUM SERVICES	\$ 9.99	
Other Charges		\$ 1.61
Communications Related		
Regulatory Programs Fee*	\$ 1.61	

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

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----------------------------	---------

Government Fees and Taxes

CA Advanced Services Fund	\$ 0.07
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Emergency Telephone Users Surcharge Tax (911)	\$ 0.26
Universal Lifeline Telephone Service Surcharge	\$ 0.56

Statement For: PAUL S. ILLICK
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Jan 29, 2013

Page 4 of 6

Account Service Detail - (Continued)

	Amount	Totals
Taxes, Fees and Surcharges - (Continued)		
Government Fees and Taxes - (Continued)		
Utility Use	\$ 3.76	
Other Fees & Government-Related Obligations**		
Federal Universal Service Fund	\$ 1.81	
Regulatory Fee	\$ 0.08	
Total Charges		\$ 98.87

**These charges relate to your service. They may be imposed on us and passed through to you pursuant to your contract.

T-Mobile



Statement For: PAUL S. ILLICK
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Jan 29, 2013

Page 5 of 6

Statement For: PAUL S. ILLICK
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Jan 29, 2013

Page 6 of 6

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					178	\$ -	\$ -	\$ -
SUBTOTAL					178	\$ -	\$ -	\$ -

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					164		\$ -
SUBTOTAL					164		\$ -

WEB AND DATA USAGE CHARGES					
Date	Service	Time	Volume	Measurement	Total
Included Data with Zero Charges			0.3296	Gigabytes	
SUBTOTAL			0.3296	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

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Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Total of All Usage Charges \$ 9.99

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call
 (J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

JUNE 13

888-890-6150
 CELEBRITY GOSSIP WEBSITE

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call
 (J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call



Attachment C

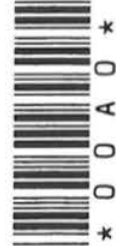


**Federal Communications Commission
Consumer & Governmental Affairs Bureau
Consumer Inquiries and Complaints Division
445 12th Street, SW., Room 5-A847
Washington, DC 20554**

Date:02/06/2013

PAUL ILLICK

MODESTO, TX 95354



Dear Consumer:

Re: Complaint # **13-C00469023-1**

Thank you for bringing your concerns to the attention of the Federal Communications Commission (FCC). This letter is in response to your inquiry concerning Cramming.

Cramming" is the practice of placing unauthorized, misleading, or deceptive charges on your telephone bill. Crammers rely on confusing telephone bills in an attempt to trick consumers into paying for services that they did not authorize or receive.

If neither the company sending you the bill nor the company that provided the service in question will remove charges from your telephone bill that you consider to be incorrect, you can file a complaint as follows:

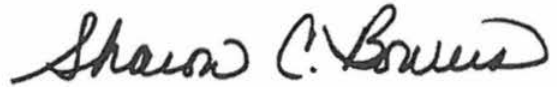
- with the FCC for charges related to telephone services between **states or internationally**,
- with your state public service commission for telephone **services within your state** and
- with the FTC for **non-telephone services** on your telephone bill. (websites, club memberships, unauthorized internet services by a non-carrier; voice mail charges by a non-carrier, etc)

Federal Trade Commission (FTC). Call 1-877-FTC-HELP (voice), 1-888-653-4261 (TTY), or use the FTC's online complaint form at:

<https://www.ftccomplaintassistant.gov/>

If you have any further questions, please contact our Consumer Information Center at 1-888-CALL-FCC/1-888-225-5322 or TTY at 1-888-835-5322/1-888-TELL-FCC. Information can also be accessed via the Internet at www.fcc.gov.

Sincerely,

A handwritten signature in black ink that reads "Sharon C. Bowers". The signature is written in a cursive style with a large, stylized initial 'S'.

Sharon Bowers, Division Chief
Consumer & Governmental Affairs Bureau
Consumer Inquiries & Complaints Division

Form 2000B Billing, Privacy, or Service Quality Complaint

Consumer's Information:

First Name: **Paul** Last Name: **Illick**

Company Name:

(Complete only if you are filing this complaint on behalf of a company or an organization.)

Post Office Box Number:

(Official Post Office box Number Only)

Address 1: [REDACTED]

Address 2:

Mailing Address (where mail is delivered)

City: **Modesto** State: **TX** Zip Code: **95354**

Telephone Number (Residential or Business): **Phone:** [REDACTED]

E-mail Address: [REDACTED]@yahoo.com

***** ANSWER EACH QUESTION THAT APPLIES TO YOUR SPECIFIC COMPLAINT *****

1. Telephone number(s) involved (including area code): **Phone:** [REDACTED]
2. What is the name of the telephone company, wireless carrier, or other company that is the subject of your complaint?: **T-Mobile**
3. What is the account number that is the subject of your complaint?: [REDACTED]
4. If you are disputing charges on a telephone bill, complete the following:
 - a. Disputed amount: \$ **69.95**
 - b. Have you paid any of the disputed charges?: **Yes**
 - c. Did the billing company adjust or refund the disputed charges?: **Yes**
 - d. If yes, what was the amount of the adjustment or refund?: \$ **10.00**
 - e. Are the disputed charges related to additional services?: **Yes**
If yes, please explain: **Unauthorized "premium services"**

Form 2000B Billing, Privacy, or Service Quality Complaint

***** ANSWER EACH QUESTION THAT APPLIES TO YOUR SPECIFIC COMPLAINT *****

5. For billing and non-billing complaints (including privacy and service quality issues) please provide the details of your complaint or any additional information below:

Charges of \$9.99 a month were added to my bill for a company called "Shazam Media." I don't know who that is, what they do, I never authorized it, and in fact have no text message on the day their records indicate my authorization was sent. Not just that day, I had no text messages a week before or after that. T-Mobile indicates that anyone who says I authorized debits can add them to my bill, and they see nothing wrong with that. Shazam is probably some kind of scam, but T-Mobile debited my account without my authorization. They've promised it will never happen again, but can only go back 60 days. I would like to receive all of it back, unless of course someone somewhere can show me that I actually authorized those debits. But if they can't demonstrate that I authorized it then they should never have debited those amounts. And T-Mobile has already told me they don't have any record of my authorization, so I'm pretty sure they won't.

You may submit this form over the Internet at <http://www.fcc.gov/cgb/complaints.html>, by e-mail to fccinfo@fcc.gov, by fax to 1-866-418-0232, or by postal mail to:

Federal Communications Commission
Consumer & Governmental Affairs Bureau
Consumer Complaints
445 12th Street, SW
Washington, D.C. 20554

In addition, you may submit your complaint over the telephone by calling 1-888-CALL-FCC or 1-888-TELL-FCC (TTY). If you choose to submit your complaint over the telephone, an FCC customer service representative will fill out an electronic version of the form for you during your conversation. If you have any questions, feel free to contact the FCC at 1-888-CALL-FCC or 1-888-TELL-FCC (TTY).

FCC NOTICE REQUIRED BY THE PAPERWORK REDUCTION ACT AND THE PRIVACY ACT

The Federal Communications Commission is authorized under the Communications Act of 1934, as amended, to collect the personal information that we request in this form. This form is used for complaints that involve billing, privacy, or service quality. The public reporting for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden

Form 2000B Billing, Privacy, or Service Quality Complaint

***** ANSWER EACH QUESTION THAT APPLIES TO YOUR SPECIFIC COMPLAINT *****

estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, OMD-PERM, Paperwork Reduction Project (3060-0874), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR COMPLETED FORMS TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0874.

In addition, the information that consumers provide when filling out FCC Form 2000 is covered by the system of records notice, FCC/CGB-1, Informal Complaints and Inquiries File (Broadcast, Common Carrier, and Wireless Telecommunications Bureau Radio Services). The Commission is authorized to request this information from consumers under 47 U.S.C. 206, 208, 301, 303, 309(e), 312, 362, 364, 386, 507, and 51; and 47 CFR 1.711 et seq.

Under this system of records notice, FCC/CGB-1, the FCC may disclose information that consumers provide as follows: when a record in this system involves a complaint against a common carrier, the complaint is forwarded to the defendant carrier who must, within a prescribed time frame, either satisfy the complaint or explain to the Commission and the complainant its time frame, either satisfy the complaint or explain to the Commission and the complainant its failure to do so; where there is an indication of a violation or potential violation of a statute, regulation, rule, or order, records from this system may be referred to the appropriate Federal, state, or local agency responsible for investigating or prosecuting a violation or for enforcing or implementing the statute, rule, regulation, or order; a record from this system may be disclosed to a Federal agency, state, or local agency responsible for investigating or prosecuting a violation or for enforcing or implementing the statute, rule, regulation, or order; a record from this system may be disclosed to a Federal agency, in response to its request, in connection with the hiring or retention of an employee, the issuance of a security clearance, the reporting of an investigation of an employee, the letting of a contract, or the issuance of a license, grant or other benefit; a record on an individual in this system of records may be disclosed, where pertinent, in any legal proceeding to which the Commission is a party before a court or administrative body; a record from this system of records may be disclosed to the Department of Justice or in a proceeding before a court or adjudicative body when: (a) the United States, the Commission, a component of the Commission, or, when represented by the government, an employee of the Commission is a party to litigation or anticipated litigation or has an interest in such litigation, and (b) the Commission determines that the disclosure is relevant or necessary to the litigation; a record on an individual in this system of records may be disclosed to a Congressional office in response to an inquiry the individual has made to the Congressional office; a record from this system of records may be disclosed to GSA and NARA for the purpose of records management inspections conducted under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall not be used to make a determination about individuals.

Form 2000B Billing, Privacy, or Service Quality Complaint

***** ANSWER EACH QUESTION THAT APPLIES TO YOUR SPECIFIC COMPLAINT *****

In each of these cases, the FCC will determine whether disclosure of the information in this system of records notice is compatible with the purpose for which the records were collected. Furthermore, information in this system of records notice is available for public inspection after redaction of information that could identify the complainant or correspondent, i.e., name, address and/or telephone number.

THE FOREGOING NOTICE IS REQUIRED BY THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507 AND THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. SECTION 552a(e)(3).

February 15, 2013

T-Mobile Customer Relations
PO Box 37380
Albuquerque, NM 87176-7380

Re: Unauthorized "Premium Service" Charges
My Letter of February 5, 2013

Dear Sirs,

I filed an online complaint with the FCC at the same time I sent you my letter of February 5th. I've just received their response, given complaint number 13-C00469023-1. I now know what you did is called "cramming", and they advised me to initiate a formal complaint with them and with the California Public Utilities Commission if "the company that provided the service in question will not remove charges from your telephone bill that you consider to be incorrect". So with this letter I am requesting that you remove ALL the charges you added to my bills for Shaboom Media, from June 2012 to present.

Sincerely,

Paul Illick

[REDACTED]
Modesto, CA 95354

[REDACTED]
T-Mobile Acct. No. [REDACTED]

Attachment D

February 5, 2013

T-Mobile Customer Relations
PO Box 37380
Albuquerque, NM 87176-7380

Re: Unauthorized "Premium Service" Charges

Dear Sirs,

I travel a lot so pay my bills online, through my bank. Recently when home and doing filing I see that since July I've been paying \$9.99 per month for a "premium service" that I've never heard of. I called the service, who told me it's for membership in a "celebrity gossip website." Understand that I'm over 60, almost never go to the cinema, and most certainly have NO interest in any celebrity gossip. The company you're billing me for, "Shaboom Media11:41AM 888906150 BrnStorm23918" promised they would send me a copy of my authorization for those charges. It's been several days now with daily follow-up calls when they assure me the documents were e-mailed to me, but not surprisingly nothing has yet arrived. I'm not holding my breath.

I understand this is a scam and I should have been paid monthly attention to the details in your bills, so it's my responsibility. On the other hand your representative told me that charges could be added to my bill by anyone and that you do nothing to verify their legitimacy. Is that correct? If so that means that anyone, anywhere, could simply add charges to my bill and be paid, with your cooperation in the collection. Could that possibly be right? And could you please point out to me the part of my service contract where I authorized you to accept charges from third parties and bill me for them? I don't recall that and can't find it, so would appreciate your assistance. And one last question, did T-Mobile receive any part of that \$9.99 monthly fee from this "Shaboom Media," as a service fee, commission, or anything else?

Thanks and sincerely,

Paul Illick

Modesto, CA 95354

T-Mobile Acct. No. [REDACTED]

T-Mobile

Your Statement

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Important Information

Visit www.my.t-mobile.com to pay your bill online, check your balance & minutes, get product support, and shop for the latest ringtones and wallpapers for your phone!

AT 01 030329 72060B125 A**3DGT



PAUL S. ILLICK
[REDACTED]
MODESTO CA 95354-3230

Summary

Previous Balance \$ 98.70
Pmt Rec'd - Thank You \$ (98.70)

Total Past Due \$ -
(Due Immediately)

Monthly Recurring Chgs \$ 79.99
Usage Charges \$ 9.99
Other Charges \$ 1.61
Taxes & Surcharges \$ 7.28

Total Current Charges \$ 98.87
Current Charges Due By 2/21/13

Grand Total \$ 98.87



23918

FCC 1-888-225-5322

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.

T-Mobile

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

16

T-MOBILE
P.O. Box 51843
Los Angeles CA 90051-6143



Amount Due By 2/21/13	Amount Enclosed
\$98.87	

- For EasyPay Option - check box and complete the reverse side
- If you have changed your address - check box and record new address on the reverse side.

0408384190880221130000098870953543230





Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Jan 29, 2013

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Additional Information:

Taxes, Fees and Surcharges - Includes government fees and taxes that we collect and are required by federal, state or local law to remit to the appropriate governmental entity (including, but not limited to, sales, use, excise, public utility, and E911). This section may also include certain fees and costs incurred by us as a result of providing service, such as universal service fees (USF). We elect to collect them in order to recover or help defray the costs we incur. These fees, and what is included in the fees, may vary by locale and may change from time to time without notice.

Regulatory Programs Fee - We collect and retain this fee to recover some of the costs we incur to comply with local, state and federal governmental mandates and programs, including, but not limited to, E911, local number portability and number pooling. We may impose the fee whether or not the benefits of any or all of these mandates and programs are available to you in your location.

Equipment Protect by Asurion (in Puerto Rico: CAPIC) is for the equipment repair and replacement program you may have selected. See [Equipment Protection Terms and Conditions](#) at T-Mobile.com for program details.

Late Fees - May apply on past due amounts not paid by the date on page 1 of your statement. See your rate plan for details. Late fee charges are liquidated damages and are not a penalty.

Payment By Check - When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer (EFT) from your account or to process the payment as a check transaction. If we process your payment by EFT, the funds may be withdrawn the same day we receive your payment, and your cancelled check will not be returned. Please contact 1-800-937-8997 with questions.

EasyPay - EasyPay is an automatic monthly payment feature. If you enroll, the following terms and conditions apply: You authorize T-Mobile to withdraw from your bank account or charge your credit or debit card for the monthly charges associated with your account (including your rate plan charge, add-on services selected, incidental purchases, plus applicable taxes, fees and surcharges). We will withdraw funds or charge your card 3 days before the due date on your account. You may stop a withdrawal or charge by giving us at least 3 business days notice before the scheduled date of withdrawal or charge. You have the right to receive notice of all varying transfers from your bank account. We are not liable for losses of any kind as a result of an error in your account or a delayed transfer or charge. You must promptly notify us in writing of any changes to your EasyPay information and our only liability is to make appropriate changes after we receive your updated information. T-Mobile may change these Terms and Conditions at any time by giving you notice by any means. EasyPay can be terminated with reasonable notice by either party and all transactions authorized before termination will be completed. Check with your bank for any additional charges or fees. To enroll, complete and mail the form below or visit www.T-Mobile.com and call 1-800-937-8997 with any questions.

Questions about your bill? Call Customer Service at 1-800-937-8997 or 611 from your T-Mobile phone (Por favor llame al 1-800-937-8997 o 611 de su teléfono T-Mobile para preguntas de su factura). You can also write to T-Mobile Customer Relations, PO Box 37380, Albuquerque, NM 87176-7380 or see additional options on our website at <http://www.t-mobile.com/contact>. **CA customers**, if you have a complaint you cannot resolve with us, write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-6846.

NM customers may also contact the New Mexico Public Regulation Commission at 1-888-427-5772. **Puerto Rico customers:** For any disputes regarding your bill, you should notify us no later than 20 days from the date such bill was sent to you. We will notify you of our resolution regarding your dispute within 15 days after the date in which such notification was received. If you disagree with our resolution, you will have the right to submit a Petition for Review by the Telecommunications Regulatory Board of Puerto Rico, 500 Ave. Roberto H. Todd (Pda. 18 - Santurce) San Juan, PR 00907-3941, within 30 days of the notification of our resolution. You must send us a copy of your Petition for Review to Apartado 191957, SJ, PR 00919-1957 Attn:Customer Service Manager. If you have any questions, please contact our Customer Service representatives by calling toll-free at 1-800 937-8997 or 611 from your T-Mobile phone. please contact our Customer Service representatives by calling toll-free at 1-800 937-8997 or 611 from your T-Mobile phone.

View your bill and call details online for free. Log into your account at www.t-mobile.com.

Change Of Address:

Effective Date / /

Address

City

State

Zip

-

Home#()

Business#()

EasyPay Checking

EasyPay Saving

Bank Account Number:

Routing and Transit Number:

EasyPay Agreement: I hereby agree that I have fully read and understand the Easy Pay account terms and conditions and that I authorize T-Mobile to debit the specified bank account for payment of my T-Mobile bill(s). I understand that my participation in Easy Pay is to remain in effect until cancelled in writing by me, financial institution or T-Mobile. I understand that all terms and conditions of my T-Mobile Service Agreement remain in full force and effect.

Please sign and date here for EasyPay :

Signature Date / /

Statement For: **PAUL S. ILLICK**
 Mobile Number: [REDACTED]
 Account Number: [REDACTED]

Customer Service Number **1-800-937-8997**

Jan 29, 2013

Page 3 of 6

Address at which this line is primarily used:

[REDACTED]
 MODESTO CA 95354-3230

T-Mobile

Monthly Summary							
Monthly service charges from 12/29/12 - 1/28/13							
Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Taxes & Surcharges	Total Current Charges
[REDACTED]	\$ 79.99	\$ -	\$ 9.99	\$ -	\$ 1.61	\$ 7.28	\$ 98.87
(Details on Page 3)							

Available Service	Type	WHENEVER	WEEKEND
Classic Uni Talk & Text	Incl Minutes	Minutes Unlimited	-
	T-Mobile to T-Mobile	Minutes Unlimited	-
	Text Messages	Messages Unlimited	-
	Use Them Or Lose Them	Minutes -	Unlimited
Promo Even More Uni Messa	Picture Messages	Messages Unlimited	-
REQ Plus 2GB Data Classic	Mobile Broadband	Gigabytes Unlimited	-

Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
Included Plan Minutes	Minutes	-	90	38	48
Mobile Broadband	Gigabytes	-	0.3141	0.0013	0.0141
Other Svc Prov	Messages	1	-	-	-
Picture Messaging Recd	Messages	3	-	-	-
T-Mobile to T-Mobile	Minutes	-	1	-	1
Txt Msg Recd	Messages	87	-	-	-
Txt Msg Sent	Messages	74	-	-	-

Account Service Detail		
	Amount	Totals
Previous Balance	\$ 98.70	
Payment Received On 1/18/13	\$ (98.70)	
Monthly Recurring Charges		\$ 79.99
Classic Uni Talk & Text	\$ 59.99	
REQ Plus 2GB Data Classic	\$ 20.00	
Usage Charges		\$ 9.99
PREMIUM SERVICES	\$ 9.99	
Other Charges		\$ 1.61
Communications Related		
Regulatory Programs Fee*	\$ 1.61	

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

Taxes, Fees and Surcharges		\$ 7.28
Government Fees and Taxes		
CA Advanced Services Fund	\$	0.07
CA Relay Service and Communications Device Fund	\$	0.10
California High Cost Fund - A (CHCF-A)	\$	0.20
California High Cost Fund - B (CHCF-B)	\$	0.14
California Teleconnect Fund	\$	0.30
Emergency Telephone Users Surcharge Tax (911)	\$	0.26
Universal Lifeline Telephone Service Surcharge	\$	0.56

Statement For: **PAUL S. ILLICK**
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Jan 29, 2013

Page 4 of 6

Account Service Detail - (Continued)

	Amount	Totals
Taxes, Fees and Surcharges - (Continued)		
Government Fees and Taxes - (Continued)		
Utility Use	\$ 3.76	
Other Fees & Government-Related Obligations**		
Federal Universal Service Fund	\$ 1.81	
Regulatory Fee	\$ 0.08	
Total Charges		\$ 98.87

**These charges relate to your service. They may be imposed on us and passed through to you pursuant to your contract.

T-Mobile



Statement For: PAUL S. ILLICK
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Statement For: PAUL S. ILLICK
Mobile Number: [REDACTED]
Account Number: [REDACTED]

Customer Service Number 1-800-937-8997

Customer Service Number 1-800-937-8997

Jan 29, 2013

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Jan 29, 2013

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LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					178	\$ -	\$ -	\$ -
SUBTOTAL					178	\$ -	\$ -	\$ -

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
Included Messages with Zero Charges					164		\$ -
SUBTOTAL					164		\$ -

WEB AND DATA USAGE CHARGES					
Date	Service	Time	Volume	Measurement	Total
Included Data with Zero Charges		0.3296	Gigabytes		
SUBTOTAL		0.3296	Gigabytes		\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
1/13/13	Shaboom Media	1:41 AM	8888906150 BrnStorm23918	\$ 9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Total of All Usage Charges \$ 9.99

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call (J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call (J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

JUNE 13

888-890-6150
CELEBRITY GOSSIP WEBSITE



Attachment E



P.O. Box 37380, Albuquerque, NM 87176

March 1, 2013

VIA U.S. MAIL

Paul S. Illick

██████████
Modesto, CA 95354-3230

RE: T-Mobile Account Number ██████████

Dear Mr. Illick:

T-Mobile USA, Inc. ("T-Mobile") has received your recent account inquiry regarding the third party charges on your recent billing statement.

Third Party downloads refer to any downloadable content received from a location other than My T-Mobile or web2go. Third Party download providers offer our customers multiple download options beyond what is available on web2go and My T-Mobile.com. These providers offer a variety of services—including ringtones, wallpaper, music, streaming media, interactive TV, text alerts, social networking, subscription services, and more. Our customer's options vary depending on their device and account type. Our records show that your account was charged \$9.99 per month for a subscription to Shaboom Media.

As of the date of this letter, we have added the free Content Block feature to prevent future Third Party charges and issued a onetime credit in the amount of \$79.92 to offset the Third Party charges billed to your account..

If you have any further questions please feel free to contact us at the address listed above. Our Customer Care department is also available to assist you from 3am - 10pm PST at 800-937-8997.

Sincerely,

T-MOBILE USA, INC.

A handwritten signature in black ink that reads "Waylon White".

Waylon White
Customer Relations

DECLARATION OF PAM JACKSON
I. PURSUANT TO 28 U.S.C. § 1746

1. My name is Pam Jackson. I live in Dallas, TX. I am 56 years old. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. In early September 2012, I received an unsolicited text message to my phone that said something about Luvswap and wanting to meet other singles. I opened the message but I did not respond to this text.
3. In my September 14, 2012 T-Mobile cell phone bill, I was charged \$9.99 for "LUVSWAP86622512653029" by Wise Media. Attached as **Attachment A** to this Declaration is a true and complete copy of page 12 of my T-Mobile cell phone bill for September 14, 2012.
4. I do not recall ever providing my cell phone number to Wise Media. I do not recall ever agreeing to pay Wise Media for any service. I do not recall ever sending a text message to Wise Media or visiting a website associated with Wise Media.
5. Upon noticing the charges, I called T-Mobile. The T-Mobile representative told me to contact Wise Media. The representative provided me with a toll free number to call Wise Media.
6. I called Wise Media on or around September 24, 2012. The representative promised me a check, but I did not receive it. I called Wise Media again on or around October 26, 2012, and was again promised a check. Again, I did not receive any check, even though the representative said she kept a record of my previous calls.

7. After that, in November 2012, I complained to the Atlanta Better Business Bureau. After filing this complaint, I received a refund check from Wise Media for \$9.99 in January ²⁰¹³ ~~12~~. Attached as **Attachment B** to this Declaration is a true and correct copy of that check.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in [location] Dallas, TX on 4-2-13 [date].

A handwritten signature in blue ink that reads "Pam Jackson" is written over a horizontal line.

Pam Jackson

Please provide a valid Place of Primary Use Address by calling 611.

T-Mobile®

Available Service	Feature	Type	Whenever	Weekend
Even More 500	Incl Minutes	Minutes	500	-
	T-Mobile to T-Mobile	Minutes	Unlimited	-
	Use Them Or Lose Them	Minutes	-	Unlimited
REQBBerryBISBES Web	RIM Blackberry	Gigabytes	Unlimited	-
Unl Msg MMS	Picture Messages	Messages	Unlimited	-
Unl Msg SMS	Text Messages	Messages	Unlimited	-

Used Service	Feature	Type	Whenever	Peak	Off Peak	Weekend
	Included Plan Minutes	Minutes	-	223	39	39
	Internet Access	Gigabytes	0.0000	-	-	-
	Other Svc Prov	Messages	1	-	-	-
	Picture Messaging Recd	Messages	1	-	-	-
	Picture Messaging Sent	Messages	4	-	-	-
	RIM Blackberry	Gigabytes	-	0.0039	0.0016	0.0003
	Txt Msg Recd	Messages	77	-	-	-
	Txt Msg Sent	Messages	40	-	-	-

Total Charges 94.92

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES

Date	Destination	Time	Number	Call Type	Minutes	Airtime	Toll	Total
8/14/12	Vm Retrieval	5:42 PM	(b)(6)	(G)	1	-	-	-
8/14/12	Grand Prar, TX	5:45 PM	(b)(6)		1	-	-	-
8/15/12	Incoming	6:17 PM	(b)(6)		12	-	-	-
8/15/12	Incoming	6:30 PM	(b)(6)		1	-	-	-
8/16/12	Incoming	5:35 PM	(b)(6)		7	-	-	-
8/17/12	Dallas, TX	2:58 PM	(b)(6)		1	-	-	-
8/17/12	Incoming	3:15 PM	(b)(6)		7	-	-	-
8/19/12	Grand Prar, TX	10:11 PM	(b)(6)		7	-	-	-
8/19/12	Grand Prar, TX	10:19 PM	(b)(6)		3	-	-	-
8/21/12	Vm Retrieval	11:01 AM	(b)(6)	(G)	1	-	-	-
8/21/12	Grand Prar, TX	5:40 PM	(b)(6)		1	-	-	-
8/21/12	Incoming	5:41 PM	(b)(6)		3	-	-	-
8/24/12	Incoming	5:23 PM	(b)(6)		2	-	-	-
8/26/12	Grand Prar, TX	4:23 PM	(b)(6)		2	-	-	-
8/26/12	Grand Prar, TX	4:25 PM	(b)(6)		2	-	-	-
8/26/12	Incoming	5:19 PM	(b)(6)		11	-	-	-
8/26/12	Incoming	7:19 PM	(b)(6)		5	-	-	-
8/26/12	Grand Prar, TX	7:24 PM	(b)(6)		3	-	-	-
8/26/12	Incoming	7:42 PM	(b)(6)		2	-	-	-
8/26/12	Grand Prar, TX	7:47 PM	(b)(6)		1	-	-	-
8/27/12	Vm Retrieval	3:45 PM	(b)(6)	(G)	1	-	-	-
8/27/12	Incoming	5:56 PM	(b)(6)		6	-	-	-
8/27/12	Incoming	6:04 PM	(b)(6)		11	-	-	-
8/28/12	Vm Retrieval	5:48 PM	(b)(6)	(G)	1	-	-	-
8/28/12	Vm Retrieval	5:49 PM	(b)(6)	(G)	1	-	-	-
8/28/12	Grand Prar, TX	5:50 PM	(b)(6)		18	-	-	-
8/29/12	Vm Retrieval	3:25 PM	(b)(6)	(G)	2	-	-	-
8/29/12	Grand Prar, TX	3:27 PM	(b)(6)		1	-	-	-
8/29/12	Incoming	4:08 PM	(b)(6)		5	-	-	-

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Intl Disc Call (J) Intl Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

T-Mobile®

9/10/12	RIM Blackberry	0.0068 Megabytes	-
9/10/12	RIM Blackberry	0.0029 Megabytes	-
9/11/12	RIM Blackberry	0.0019 Megabytes	-
9/11/12	RIM Blackberry	0.0107 Megabytes	-
9/11/12	RIM Blackberry	0.0117 Megabytes	-
9/11/12	RIM Blackberry	0.1640 Megabytes	-
9/11/12	RIM Blackberry	0.0185 Megabytes	-
9/11/12	RIM Blackberry	0.0400 Megabytes	-
9/11/12	RIM Blackberry	0.0292 Megabytes	-
9/11/12	RIM Blackberry	0.0400 Megabytes	-
9/11/12	RIM Blackberry	0.0117 Megabytes	-
9/11/12	RIM Blackberry	0.0019 Megabytes	-
9/11/12	RIM Blackberry	0.0029 Megabytes	-
9/11/12	RIM Blackberry	0.0068 Megabytes	-
9/12/12	RIM Blackberry	0.0039 Megabytes	-
9/12/12	RIM Blackberry	0.0058 Megabytes	-
9/12/12	RIM Blackberry	0.0214 Megabytes	-
9/12/12	RIM Blackberry	0.0507 Megabytes	-
9/12/12	RIM Blackberry	0.0292 Megabytes	-
9/12/12	RIM Blackberry	0.0351 Megabytes	-
9/12/12	RIM Blackberry	0.0351 Megabytes	-
9/12/12	RIM Blackberry	0.0068 Megabytes	-
9/12/12	RIM Blackberry	0.0146 Megabytes	-
9/12/12	RIM Blackberry	0.0039 Megabytes	-
9/12/12	RIM Blackberry	0.0048 Megabytes	-
9/12/12	RIM Blackberry	0.0058 Megabytes	-
9/12/12	RIM Blackberry	0.0029 Megabytes	-
9/13/12	RIM Blackberry	0.0019 Megabytes	-
9/13/12	RIM Blackberry	0.0019 Megabytes	-
9/13/12	RIM Blackberry	0.0791 Megabytes	-
9/13/12	RIM Blackberry	0.0058 Megabytes	-
9/13/12	RIM Blackberry	0.0292 Megabytes	-
9/13/12	RIM Blackberry	0.0029 Megabytes	-
9/13/12	RIM Blackberry	0.0458 Megabytes	-
9/13/12	RIM Blackberry	0.1191 Megabytes	-
9/13/12	RIM Blackberry	0.0146 Megabytes	-
9/13/12	RIM Blackberry	0.0039 Megabytes	-
9/13/12	RIM Blackberry	0.0009 Megabytes	-
9/13/12	RIM Blackberry	0.0058 Megabytes	-
9/13/12	RIM Blackberry	0.0009 Megabytes	-
SUBTOTAL		0.0059 Gigabytes	-

PREMIUM SERVICES

Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
8/30/12	Wise Media	11:38 AM	LUVSWAP86622512653029	9.99	9.99
SUBTOTAL					9.99

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Intl Disc Call (J) Intl Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Intl Disc Call (J) Intl Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

Check Details for Check Number 1959

Post Date	Amount	Account number	Routing number
02/01/2013	\$9.99		(b)(6) 010

Check Images (Front and Back)

1959

Wise Media LLC
1911 Grayson Hwy Ste 9-262
Grayson, GA 30017

SUNTRUST
ACH:RT 001000104
64-10-610

12/19/2012

PAY TO THE ORDER OF Pam Jackson \$ **9.99

Nine and 99/100

Pam Jackson
Dallas, TX 75287

MEMO Refund 2148122185

Void After 90 Days

AUTHORIZED SIGNATURE

00001959 (b)(6) 010 5312

(b)(6)

(b)(6)

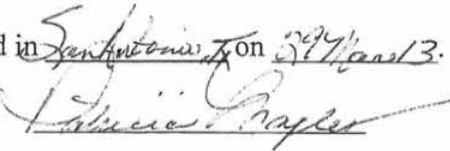
This information is provided for your convenience and does not replace your monthly account statement(s), which are the official records of your accounts and does not replace any other notice we send you.
JPMorgan chase Bank, N.A. Member FDIC

**DECLARATION OF PATRICIA MAPLES
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Patricia Maples. I live in San Antonio, Texas. I am 64 years old. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. When I reviewed my T-Mobile cellphone bill for August 2012, I noticed that I was charged \$9.99 on by Wise Media, LLC, associated with something called "DietTipz." Attached as **Attachment A** to this Declaration is a true and complete copy of page 4 my T-Mobile cell phone bill for August 13, 2012.
3. I do not recall ever visiting a website associated with Wise Media or DietTipz. I do not recall ever sending a text message to Wise Media or DietTipz. I do not recall agreeing to pay Wise Media or DietTipz for any service.
4. I do not recall receiving any text messages with actual tips from Wise Media or DietTipz.
5. After I noticed these charges, I called my cell phone carrier, T-Mobile. T-Mobile gave me the number to call Wise Media.
6. I called Wise Media on three separate occasions. Each time, the representative told me that they would send me a refund check within three business days, but I never received any refund.
7. After receiving no check from Wise Media, I called T-Mobile again, and they said they would give me a refund. I never received a refund from T-Mobile.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in

this declaration are true and correct. Executed in San Antonio, TX on 2/27/2013.



Patricia Maples

PATELL MABLES

800-877-8777
 10000 N. 10th Ave
 Suite 100
 Phoenix, AZ 85020

(b)(6)

Customer Service Number 1-800-877-8777

Page 4 of 4

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES						
Date	Call	Time	Number	Call	Minutes	Airtime
	Destination		Called	Type		Charges
Including Charges with Zero Charges						
					216	\$ -
SUBTOTAL						
					216	\$ -

MESSAGING CHARGES						
Date	Service	Time	Destination	Message	Messages	Charges
				Type		
Including Messages with Zero Charges						
4-11-12		2:17 PM	1-800-877-8777	Public	36	\$ -
5-25-12		7:04 AM	1-800-877-8777	Public	1	\$ 0.20
SUBTOTAL						
					1	\$ 0.40

PREMIUM SERVICES						
Date	Carrier	Time	Description	Usage	Charges	Total
	Provider					
OTHER SERVICE PROVIDER CHARGES						
5-25-12	AT&T	10:02 AM	8888888888	Call	1	\$ 9.99
Other Service Provider Charges Subtotal						\$ 9.99
SUBTOTAL						\$ 9.99

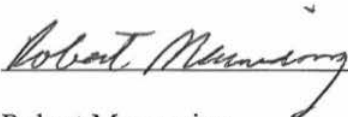
Total of All Usage Charges						\$ 10.39
-----------------------------------	--	--	--	--	--	----------

See your bill for all messaging and data connections to Public Safety 911.

**DECLARATION OF ROBERT MANWARING
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Robert Manwaring. I live in Crown Point, Indiana. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. Sometime between late winter 2011 and early spring in 2012, I received a text message that said something about Love Tips. I did not recognize the name "LoveTips" or the number associated with the text message's sender. The text message looked like spam, so I just ignored it. I did not respond to the text message.
3. Even though I did not respond to the text message, I was charged \$9.99 by the company that sent the text message. I discovered the charge on my April phone bill. Attached as **Attachment A** to this Declaration is a true and complete copy of page 9 of my T-Mobile phone bill dated April 5, 2012.
4. The charge was listed under "Premium Services" and "Other Service Provider Charges." The charge was dated 3/5/12 and the "Content Provider" was "Wise Media LLC." The description of the charge was "84930 LoveTips 8887953844." The charge was for \$9.99.
5. After reviewing earlier phone bills, I discovered that I was also charged \$9.99 in March 2012 for the same service.
6. I do not recall ever visiting a website associated with Wise Media or with its Love Tips service. I never agreed to pay for the Love Tips service.
7. I do not recall receiving any text messages with actual love tips from Wise Media.
8. After I noticed this charge, my wife called our phone carrier, T-Mobile. T-Mobile credited us for the charges.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in CROWN POINT, INDIANA on 12/28/2012.


Robert Manwaring

Customer Service Number 1-800-937-8997

Apr 05, 2012

Page 8 of 11

Itemized Details For Account Number

(b)(7)(C) (b)(7)(D) (b)(7)(E)

Subscriber Service Detail for (219) [redacted]

Available Service	Type	WHENEVER	WEEKEND
Family Uni Messaging	Picture Messages	Messages Unlimited	-
ProFTEvenMorePlus750T+TX	Incl Minutes	Minutes 750	-
	T-Mobile to T-Mobile	Minutes Unlimited	-
	Text Messages	Messages Unlimited	-
	Use Them Or Lose Them	Minutes -	Unlimited

Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
	Included Plan Minutes	Minutes -	68	-	6
	Other Svc Prov	Messages 1	-	-	-
	T-Mobile to T-Mobile	Minutes -	18	-	1
	Txt Msg Recd	Messages 9	-	-	-
	Txt Msg Sent	Messages 5	-	-	-

	Amount	Totals
Monthly Recurring Charges		\$ -
Enhanced Voicemail	\$ -	
Mobile Web \$1.99 per MB	\$ -	
Usage Charges		\$ 9.99
PREMIUM SERVICES	\$ 9.99	
Other Charges		\$ 1.51
Communications Related		
Regulatory Programs Fee*	\$ 1.51	

*Fee we collect and retain to help cover our costs related to funding and complying with government mandates, programs and obligations.

Taxes, Fees and Surcharges	Amount
Government Fees and Taxes	\$ 0.73
State & Local Sales Tax	\$ 0.11
Federal Universal Service Fund	\$ 0.06
State Gross Receipts Tax	\$ 0.02
State Universal Service Fund	\$ 0.01
Relay Service Device Fund	\$ 0.03
State 911	\$ 0.50

Total Charges	Amount
	\$ 12.33

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES

Date	Call Destination	Time Called	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
	Included Calls with Zero Charges		93			\$ -	\$ -	\$ -
	SUBTOTAL		93			\$ -	\$ -	\$ -

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int Disc Call (J) Int Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpot Call (V) myFaves Call (X) T-Mobile @Home Call

Customer Service Number 1-800-937-8997

Apr 05, 2012

Page 9 of 11

Itemized Details For Account Number

(b)(7)(C) (b)(7)(D) (b)(7)(E)

MESSAGING CHARGES

Date	Service	Time	Destination	Message Type	Messages	Direction	Total
	Included Messages with Zero Charges				14		\$ -
	SUBTOTAL				14		\$ -

PREMIUM SERVICES

Date	Content Provider	Time	Description	Usage Charge	Total
	OTHER SERVICE PROVIDER CHARGES				
3/05/12	Wise Media LLC	9:04 AM	84820 Love Tips 8887953844	\$ 9.99	\$ 9.99
	Other Service Provider Charges Subtotal			\$ 9.99	\$ 9.99
	SUBTOTAL			\$ 9.99	\$ 9.99

Total of All Usage Charges \$ 9.99

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT)


4/13 Valerie S.
T-Mobile - Blocked Love Tips

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int Disc Call (J) Int Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpot Call (V) myFaves Call (X) T-Mobile @Home Call

**DECLARATION OF SCOTT MOYER
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Scott Moyer. I live in Phoenix, AZ. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. When I was reviewing my April 10, 2012, cell phone bill, I noticed a charge I did not recognize. The charge was listed under “Premium Services” and “Other Service Provider Charges.” The charge was dated 3/24/12 and the “Content Provider” was “Wise Media LLC.” The description of the charge was “38774Vitalertz886211941.” The charge was for \$9.99. Attached as **Attachment A** to this Declaration is a true and complete copy of page 4 of my T-Mobile bill dated April 10, 2012.
3. I do not recall ever visiting a website associated with Wise Media or Vitalertz. I do not recall ever receiving any text messages from Wise Media or Vitalertz. I am confident that I did not send any text messages to Wise Media or Vitalertz because I do not text.
4. After I noticed this charge, I called my cell phone carrier, T-Mobile. The first person I spoke with at T-Mobile did not give me a refund, and told me that I had to contact Wise Media.
5. I tried calling the Wise Media customer service number that T-Mobile provided me with. The person I spoke with told me that he did not work for Wise Media, but just worked for a call center that assisted Wise Media. I never received a refund from Wise Media.
6. I next called T-Mobile a second time, and on that call they agreed to block text messages from my phone. I received a refund from T-Mobile for the \$9.99 charge, however.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in Phoenix, AZ on 12/20/12.

A handwritten signature in black ink, appearing to read "S. Moyer", written over a horizontal line.

Scott Moyer

T-Mobile stick together

To whom it may concern:
 This is a copy of the Wise Media charge on my T-Mobile bill as you requested. Good Luck.
 - Scott

Statement For: SCOTT I. MOYER
 Mobile Number: (9)(a) [REDACTED]
 Account Number: (9)(a) [REDACTED]

Customer Service Number 1-800-937-8997
 Apr 10, 2012

Page 4 of 4

LOCAL AIRTIME, LONG DISTANCE and INTERNATIONAL CHARGES								
Date	Call Destination	Time	Number Called	Call Type	Minutes	Airtime Charges	Toll Charges	Total
Included Calls with Zero Charges					221	\$ -	\$ -	\$ -
SUBTOTAL					221	\$ -	\$ -	\$ -

MESSAGING CHARGES							
Date	Service	Time	Destination	Message Type	Messages	Direction	Total
3/24/12	Mauritania	2:34 PM	[REDACTED]	Text	1	Incoming	\$ 0.20
3/24/12	Mauritania	2:37 PM	[REDACTED]	Text	1	Incoming	\$ 0.20
SUBTOTAL					2		\$ 0.40

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
3/24/12	Wise Media, LLC	2:37 PM	38774VITALERTZ9862119418	9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Total of All Usage Charges \$ 10.39

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call (J) Int'l Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpot Call (V) myFaves Call (X) T-Mobile @Home Call

FTG ref # 365 85432

866-211-9417 (Wise Media Contact Phone # it was useless)

My notes → Talk w/ Shadriff (?) of T-Mobile @ 11:15ish am
 Told me I would be charged 9.99
 I had to contact Wise Media
 I ask to talk w/ supervisor
 Alma she said T-Mobile will be reimbursing on future bill so check & she again put a black flag on my phone

**DECLARATION OF TAMMY MANKA
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Tammy Manka. I live in Scranton, Pennsylvania. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. Sometime around September 2012, I went to my cell phone carrier, T-Mobile, store to receive help with a problem with my cell phone. When the T-Mobile representative looked through my text messages, the representative told me I should respond "STOP" to this particular text message which referenced something called "Guessology." I responded "STOP" to the message and received a text message back saying that I would not receive any more messages and that my subscription was cancelled.
3. The T-Mobile representative then looked up my cell phone bills and saw that my account had been charged \$9.99 every month for one year by Bune LLC for Guessology. Attached as **Attachment A** to this Declaration is a true and complete copy of selected pages from my T-Mobile cell phone bills for May, June, July, August, and September 2012, reflecting these charges.
4. I do not recall ever agreeing to pay Bune for Guessology or any subscription or service. Before I saw the charges, I had never heard of Bune or Guessology. I do not recall ever providing my cell phone number to Bune. I do not recall ever visiting a website associated with Bune.
5. On or around September 25, 2012, I called Bune to receive a refund for these charges. I called the number on my T-Mobile bills, 866-861-1606. I spoke to a Bune representative who introduced himself as Ricardo, employee #7043. I demanded a refund for the \$9.99 charges by Bune because they were unauthorized and I had texted "STOP" to the text

message. Ricardo was very rude and told me that I had authorized the charges because I had filled out the Terms and Conditions paperwork for Bune.

6. I do not recall ever signing the Terms and Conditions paperwork for Bune. Ricardo continued to claim that I had signed a Terms and Conditions for Bune. This exchange went on, so I asked to speak to a manager. I was told the manager was on the phone.
7. Ricardo told me to write Bune a letter asking for a copy of the Terms and Conditions. Ricardo gave me the address to send my letter, 3317 East Bell Road, Unit 101-136, Phoenix, Arizona.
8. On or around October 8, 2012, I sent a letter to the address provided by Ricardo asking for a copy of the Terms and Conditions. A few weeks later, the letter I had sent to Bune was returned as undeliverable. Attached as **Attachment B** to this Declaration is a true and complete copy of the letter I sent to Bune.
9. After being unable to receive a refund from Bune, I called T-Mobile around late October 2012. I told the T-Mobile representative that I contacted Bune to get a refund. I explained to the T-Mobile representative that I had talked to a Bune employee and even tried to mail a letter to Bune, but the letter came back as undeliverable. The T-Mobile representative told me that T-Mobile could only give me a credit of \$9.99 for one month's charges by Bune. The \$9.99 credit appeared on my December 2012 T-Mobile cell phone bill. I have not received refunds for the other 11 months I was charged by Bune from T-Mobile or Bune.
10. I asked the T-Mobile representative if there was any way to block these charges in the future, and the T-Mobile representative told me a block would be put on my account.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in Scranton, Pennsylvania on 4-25-2013.

A handwritten signature in cursive script, appearing to read "Tammy Manka", written over a horizontal line.

Tammy Manka

Attachment A

Service charges

TAMMY
Select another line

5/24/12 - 5/23/12

Voice Messaging Data Premium services

OTHER SERVICE PROVIDER CHARGES

[Back to Bill Summary](#)

Total premium service charges: \$29.97

Date	Time	Content Provider	Description	Charges
6/10/12	11:59 AM	Bune LLC	T7659G12CALL6668611606	9.96

[Download Premium Services](#)

Your current plan and services

Classic Unlimited—Talk + Text
Unlimited whenever minutes⁰
Unlimited weekend minutes
Unlimited weeknight minutes

[Change plans](#)

Services
PHP Bundle w/Mobile Security
Block Content SUB
REG Classic Unlimited Data

[Change services](#)

Quick tasks

[Get help reading your bill](#)
[Update your billing address](#)

[More billing help](#)

[See payment options](#)
[Monitor account use](#)
[Learn how to control monthly costs](#)

Family Allowances

Sign up for Family AllowancesSM to manage your family's minutes, messages, and downloads.
[Add Family AllowancesSM](#)

Service charges

TAMMY
 Select another line

6/24/12 - 7/23/12

- Voice
- Messaging
- Data
- Premium services

OTHER SERVICE PROVIDER CHARGES

[Back to Bill Summary](#)

Total premium service charges: \$19.98

Date	Time	Content Provider	Description	Charges
7/10/12	12:41 PM	Bune LLC	77050IQ12CALL8668611606	9.99

[Download Premium Services](#)

Your current plan and services

- Classic Unlimited—Talk + Text**
 Unlimited whenever minutesSM
 Unlimited weekend minutes
 Unlimited weeknight minutes
[Change plans](#)
- Services**
 PHP Bundle w/Mobile Security
 Block Content SUB
 REQ Classic Unlimited Data
[Change services](#)

Quick tasks

- [Get help reading your bill](#)
- [Update your billing address](#)
- [More billing help](#)
- [See payment options](#)
- [Monitor account use](#)
- [Learn how to control monthly costs](#)

Family Allowances

Sign up for Family AllowancesSM to manage your family's minutes, messages, and downloads.
[Add Family AllowancesSM](#)

Service charges

7/24/12 - 8/23/12

TAMMY
 Select another line

- Voice
- Messaging
- Data
- Premium services

OTHER SERVICE PROVIDER CHARGES

[Back to Bill Summary](#)

Total premium service charges: \$15.98

Date	Time	Content Provider	Description	Charges
8/10/12	4:11 PM	Buse LLC	77050IQ12CALL8660611606	9.99

[Download Premium Services](#)

Your current plan and services

- | | |
|--|--|
| <p>Classic
 Unlimited—Talk + Text
 Unlimited whenever minutesSM
 Unlimited weekend minutes
 Unlimited weeknight minutes
 Change plans</p> | <p>Services
 PHP Bundle w/Mobile Security
 Black Content SUB
 REQ Classic Unlimited Data
 Change services</p> |
|--|--|

Quick tasks

- [Get help reading your bill](#)
- [Update your billing address](#)
- [More billing help](#)
- [See payment options](#)
- [Monitor account use](#)
- [Learn how to control monthly costs](#)

Family Allowances

Sign up for Family AllowancesSM to manage your family's minutes, messages, and downloads.
[Add Family AllowancesSM](#)

Service charges

8/24/12 - 9/23/12 TAMMY
 Select another line

Voice Messaging Data Premium services

OTHER SERVICE PROVIDER CHARGES [Back to Bill Summary](#)

Total premium service charges: \$10.98

Date	Time	Content Provider	Description	Charges
9/10/12	4:14 PM	Bune LLC	77650IQ12CALL0660611605	\$9.99

[Download Premium Services](#)

Your current plan and services

Classic	Services
Unlimited—Talk + Text	PHP Bundle w/Mobile
Unlimited whenever minutes [®]	Security
Unlimited weekend minutes	Block Content SUB
Unlimited weeknight minutes	REG Classic Unlimited Data
Change plans	Change services

Quick tasks

- [Get help reading your bill](#)
- [Update your billing address](#)
- [More billing help](#)
- [See payment options](#)
- [Monitor account use](#)
- [Learn how to control monthly costs](#)

Family Allowances

Sign up for Family AllowancesSM to manage your family's minutes, messages, and downloads.

[Add Family AllowancesSM](#)

Usage details
Plans & Services

Service charges

4/24/12 - 5/23/12

TAMMY
Select another line
[Redacted]

Voice Messaging Data Premium services

OTHER SERVICE PROVIDER CHARGES

[Back to Bill Summary](#)

Total premium service charges: \$29.97

Date	Time	Contact Provider	Description	Charge
[Redacted]				
5/10/12	2:43 AM	Bane LLC	770501012CALL8668811606	9.99

[Download Premium Services](#)

Your current plan and services

Classic Unlimited—Talk + Text
Unlimited whenever minutes[®]
Unlimited weekend minutes
Unlimited weeknight minutes
[Change plans](#)

Services
PHP Bundle w/Mobile Security
Block Content SUB
REQ Classic Unlimited Data
[Change services](#)

Quick tasks

[Get help reading your bill](#)
[Update your billing address](#)
[More billing help](#)

[See payment options](#)
[Monitor account use](#)
[Learn how to control monthly costs](#)

Family Allowances

Sign up for Family AllowancesSM to manage your family's minutes, messages, and downloads.
[Add Family AllowancesSM](#)

Attachment B

October 8, 2012

Customer Relations
3317 East Bell Road
Unit 101-136
Phoenix, AR 85032

RE: Proof of Subscription

To Whom It May Concern,

I spoke with Ricardo, employee #7043 today, September 25, 2012 at approximately 1:20pm regarding unauthorized subscription charges made to my cell phone bill. My cell phone company alerted me to additional premium charges for \$9.99 that were on my bill referencing Guessology. These charges have been on my bill for at least one year. As I told Ricardo I did not authorize these charges and I am requesting a copy of the terms and conditions paperwork that I allegedly agreed to. Never once did I reply to any of the text messages indicating authorization of \$9.99 per month. The only response I did make was on Saturday, September 22nd to STOP receiving messages to my cell phone. When speaking to Ricardo, I did ask to speak to a manager, but he/she was on a call with a customer.

After investigating your company Bune LLC, I've found numerous complaints have been made about your practices through various website searches, mostly noting scams and cramming, and the same type of situation I face. I am a hard working individual and I feel I do not deserve to be ripped-off, hustled or scammed/crammed. I am requesting a refund of these unauthorized charges as well as a copy of proof of subscription. I am also writing to ensure future bills for your service never appear on my telephone bill. If needed, I do plan on filing complaints with the FTC and BBB.

I look forward to your reply within 14 days and hope this matter can be sorted out quickly.

Thank you for your time,

Tammy Manka

[REDACTED]
Scranton, PA 18504

[REDACTED]

DECLARATION OF WAI HOM
I. PURSUANT TO 28 U.S.C. § 1746

1. My name is Wai Hom. I live in Great Falls, VA. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. In August 2012, I started getting unsolicited text messages from the number 42639, which said something about "Social Games Network." I ignored the messages because they were unsolicited. In addition, the messages were sent to a personal cell phone that does not have a text message plan, so I would have been charged \$.20 for each text message I sent back. I was also being charged \$.20 for each message I received from Social Games Network.
3. I then noticed that the November 15, 2012 T-Mobile bill for this cell phone was higher than usual. This was because I was charged \$9.99 by Wise Media for "8882913029TextAlts42639." I reviewed my prior bills and realized that Wise Media had charged me \$9.99 for three months total. Attached as **Attachment A** to this Declaration is a true and complete copy of the Premium Service charges page from my T-Mobile cell phone bills for August 15, 2012, September 15, 2012, and November 15, 2012.
4. I do not recall ever providing my cell phone number to Wise Media. I do not recall ever agreeing to pay Wise Media for any service. I do not recall ever sending a text message to Wise Media. Prior to receiving text messages from Wise Media, I do not recall ever visiting a website associated with them.
5. Upon noticing the charges, I called T-Mobile. The T-Mobile representative told me that I had to pay the charge and get reimbursed from the company that put the false charge on

my phone bill, Wise Media. The representative provided me with a toll free number to call Wise Media.

6. The number the T-Mobile representative gave me for Wise Media did not work. I looked online for a way to contact the company, but I could not find anything. T-Mobile did not help me at all.
7. After contacting the BBB, I received a refund from Wise Media for \$29.97.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in [location] Great Falls, VA on

March 29, 2013 [date].



Wai Hom

Customer Service Number 1-800-937-8997

Aug 15, 2012

Itemized Details For
Account Number:

(703) [REDACTED]

(b)(6)

Page 16 of 18

PREMIUM SERVICES						
Date	Content Provider	Time	Description	Usage Charges	Total	
OTHER SERVICE PROVIDER CHARGES						
8/14/12	Wise Media	10:51 AM	8882913029TextAlerts42639	\$ 9.99	\$ 9.99	
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99	
SUBTOTAL				\$ 9.99	\$ 9.99	
Total of All Usage Charges					\$ 10.19	

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT)

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Int'l Disc Call
(J) Int'l Disc Call to Mobile (K) WiPS Call (M) AnyMobile (T) T-Mobile Number (U) Hotspot Call (V) myFaves Call (X) T-Mobile @Home Call

Customer Service Number 1-800-937-8997

Sep 15, 2012

Page 20 of 25

Itemized Details For
Account Number:

(703) [REDACTED]

(b)(6)

WEB AND DATA USAGE CHARGES				
Date	Service	Volume	Measurement	Total
	Included Data with Zero Charges	1,4979	Gigabytes	
SUBTOTAL		1,4979	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use, and for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
9/14/12	Wise Media	6:19 PM	8882913029TextAlerts42639	\$ 9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Total of All Usage Charges	\$ 11.59
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The date and time for all messaging and data corresponds to Pacific Time (PST/PDT)



Customer Service Number 1-800-937-8997

Nov 15, 2012

Itemized Details For
Account Number

(703) [REDACTED]

(b)(6)

Page 18 of 18

WEB AND DATA USAGE CHARGES				
Date	Service	Volume	Measurement	Total
Included Data with Zero Charges		2.53GB	Gigabytes	
SUBTOTAL		2.53GB	Gigabytes	\$ -

*On the web/data plans shown in this section, data is rounded up to the nearest KB each use and for billing rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB

PREMIUM SERVICES					
Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
11/14/12	Wise Media	5:26 PM	8882913029 TextAlerts	\$ 9.99	\$ 9.99
Other Service Provider Charges Subtotal				\$ 9.99	\$ 9.99
SUBTOTAL				\$ 9.99	\$ 9.99

Total of All Usage Charges	\$ 10.99
-----------------------------------	-----------------

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT)

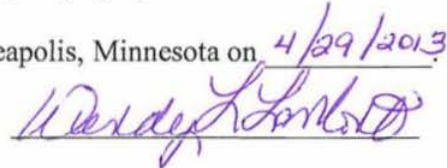
**DECLARATION OF WENDY LAMONT
PURSUANT TO 28 U.S.C. § 1746**

1. My name is Wendy LaMont. I live in Minneapolis, Minnesota. I have personal knowledge of the facts stated herein. If called to testify, I could and would competently testify to the facts set forth below.
2. Around April 2012, I started receiving text messages containing random facts. I did not know who was sending the messages or why I was receiving them so I did not respond. I usually just deleted the messages.
3. On one occasion, I responded "unsubscribe" to the text message. I received a text confirming that I was unsubscribed, but then I received another text the following month.
4. In May 2012, I was reviewing my T-Mobile phone bill when I noticed two \$9.99 charges that I did not recognize. The description for the first charge was "77050IQ12CALL8668611606" and the second was "83577IQ10CALL8668611606". Both charges were from Bune LLC. I called T-Mobile and they told me that the charges were related to something I had subscribed to on the internet. T-Mobile reversed the charges for May 2012.
5. After noticing these charges I reviewed my past phone bills. I noticed that I had similar charges going back to March 2012.
6. Attached to this Declaration as **Attachment A** are true and correct copies of: page 16 of my T-Mobile cell phone bill dated March 25, 2012; page 16 of my T-Mobile cell phone bill dated April 25, 2012; page 15 of my T-Mobile cell phone bill dated May 25, 2012; page 17 of my T-Mobile cell phone bill dated June 25, 2012; and page 16 of my T-Mobile cell phone bill dated July 25, 2012.
7. T-Mobile also told me that they would put a block on my account, but I do not believe that they ever did because I continued to receive the text messages and charges. When I spoke to

T-Mobile about this, they told me that they would send a message to the company directing them to stop sending texts and charging my account. However, T-Mobile also told me that the company responsible for the texts and charges was a third party processor and that T-Mobile had no control over it.

8. I continued to receive unauthorized charges on my T-Mobile phone bill in June and July 2012. Each month, after seeing the charge, I called T-Mobile and asked them to refund the charge. T-Mobile refunded me for charges in May, June, and July 2012.
9. Around July or August 2012, I called T-Mobile again to get the texts and charges to stop. After this call, the text messages and charges stopped.
10. Also around this time, I attempted to contact Bune LLC at the phone number listed on my phone bill, 866-861-1601. T-Mobile also provided me with a different phone number for Bune LLC. I called both phone numbers, but I did not reach anyone at Bune. One of the numbers was no longer in service and the other just rang. Shortly thereafter, I filed a complaint with Better Business Bureau in Boston, Massachusetts.
11. In all, I had unauthorized charges on my T-Mobile phone bills dated March 25, 2012, April 25, 2012, May 25, 2012, June 25, 2012, and July 25, 2012. *See Attachment A.* I was charged a total of almost \$90 between March and July 2012.
12. Prior to reviewing my phone bills, I had never heard of Bune. I do not recall ever signing up for services from Bune or ever visiting a website associated with Bune.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct. Executed in Minneapolis, Minnesota on 4/29/2013



Wendy LaMont

ATTACHMENT A

WEB AND DATA USAGE CHARGES (Continued)



3/24/12	Mobile Broadband	3.9140 Megabytes
3/24/12	Mobile Broadband	0.0986 Megabytes
3/24/12	Mobile Broadband	1.2197 Megabytes
3/24/12	Mobile Broadband	0.2392 Megabytes
3/24/12	Mobile Broadband	0.0927 Megabytes
3/24/12	Mobile Broadband	10.6162 Megabytes
3/24/12	Mobile Broadband	0.0917 Megabytes
3/24/12	Mobile Broadband	0.0576 Megabytes
3/24/12	Mobile Broadband	0.0585 Megabytes
SUBTOTAL		0.2211 * Gigabytes

*On web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES

Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
2/26/12	Bune LLC	7:20 PM	77050IQ12CALL8668611606	9.99	9.99
3/07/12	Bune LLC	12:38 AM	83577IQ10CALL8668611606	9.99	9.99
SUBTOTAL					19.98

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Intl Disc Call (J) Intl Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call
 The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

WEB AND DATA USAGE CHARGES (Continued)

4/24/12	Mobile Broadband	0.4609 Megabytes
4/24/12	Mobile Broadband	3.7128 Megabytes
4/24/12	Mobile Broadband	0.4677 Megabytes
4/24/12	Mobile Broadband	0.3466 Megabytes
4/24/12	Mobile Broadband	0.4160 Megabytes
4/24/12	Mobile Broadband	0.4062 Megabytes
4/24/12	Mobile Broadband	0.2275 Megabytes
4/24/12	Mobile Broadband	0.8798 Megabytes
4/24/12	Mobile Broadband	1.8886 Megabytes
SUBTOTAL		0.3418 * Gigabytes

*On web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES

Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
3/26/12	Bune LLC	7:10 PM	77050/Q12CALL8668611806	9.99	9.99
4/08/12	Bune LLC	12:39 AM	83577/Q10CALL8668611806	9.99	9.99
SUBTOTAL					19.98

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Intl Disc Call (J) Intl Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call
 The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).



V. EB AND DATA USAGE CHARGES (Continued)

5/24/12	Mobile Broadband	0.3955 Megabytes
5/24/12	Mobile Broadband	0.1904 Megabytes
5/24/12	Mobile Broadband	0.9052 Megabytes
5/24/12	Mobile Broadband	0.6015 Megabytes
5/24/12	Mobile Broadband	0.4687 Megabytes
5/24/12	Mobile Broadband	0.4121 Megabytes
SUBTOTAL		0.4881 * Gigabytes

*On web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES

Date	Content Provider	Time	Description	Usage Charges	Total
OTHER SERVICE PROVIDER CHARGES					
4/26/12	Bune LLC	7:12 PM	77050IQ12CALL8668611606	9.99	9.99
5/08/12	Bune LLC	12:40 AM	83577IQ10CALL8668611606	9.99	9.99
SUBTOTAL				19.98	

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Intl Disc Call (J) Intl Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call
 The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).



WEB AND DATA USAGE CHARGES (Continued)

*On web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES

Date	Content Provider	Time	Description	Usage Charges	Total
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OTHER SERVICE PROVIDER CHARGES

5/26/12	Buns LLC	7:13 PM	77050IQ12CALL8668611606	9.99	9.99
6/08/12	Buns LLC	12:41 AM	83577IQ10CALL8668611606	9.99	9.99
SUBTOTAL					19.98

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Intl Disc Call (J) Intl Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).



WEB AND DATA USAGE CHARGES (Continued)



7/23/12	Mobile Broadband	2.1025 Megabytes
7/23/12	Mobile Broadband	0.0839 Megabytes
7/23/12	Mobile Broadband	0.7646 Megabytes
7/23/12	Mobile Broadband	0.0058 Megabytes
7/23/12	Mobile Broadband	0.1328 Megabytes
7/23/12	Mobile Broadband	0.1240 Megabytes
7/23/12	Mobile Broadband	0.0908 Megabytes
7/23/12	Mobile Broadband	0.0722 Megabytes
7/23/12	Mobile Broadband	0.0761 Megabytes
7/23/12	Mobile Broadband	0.0683 Megabytes
7/24/12	Mobile Broadband	0.0546 Megabytes
7/24/12	Mobile Broadband	0.1542 Megabytes
7/24/12	Mobile Broadband	2.1357 Megabytes
7/24/12	Mobile Broadband	7.0869 Megabytes
7/24/12	Mobile Broadband	0.7187 Megabytes
7/24/12	Mobile Broadband	0.0996 Megabytes
7/24/12	Mobile Broadband	5.6865 Megabytes
7/24/12	Mobile Broadband	0.1201 Megabytes
7/24/12	Mobile Broadband	0.9531 Megabytes
7/24/12	Mobile Broadband	0.0312 Megabytes
7/24/12	Mobile Broadband	0.0168 Megabytes
7/24/12	Mobile Broadband	38.1171 Megabytes
7/24/12	Mobile Broadband	3.6015 Megabytes

SUBTOTAL 0.9201 * Gigabytes

*On web/data plans shown in this section, data is rounded up to the nearest KB each use, and, for billing, rounded up to the nearest MB at the end of each billing cycle. If you switch data plans mid-cycle, for billing, data will be rounded up to the nearest MB at time of the change, and charges may not be displayed separately for each plan. 1024 KB = 1 MB, 1024 MB = 1 GB.

PREMIUM SERVICES

Date	Content Provider	Time	Description	Usage Charges	Total
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OTHER SERVICE PROVIDER CHARGES

6/26/12	Bune LLC	7:14 PM	77050IQ12CALL8668611606	9.99	9.99
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SUBTOTAL 9.99

Call Type: (A) Call Waiting (B) Call Forward (C) Conference Call (E) Data/Fax (F) Mobile2Mobile (G) Voicemail (H) Free Calls (I) Intl Disc Call (J) Intl Disc Call to Mobile (K) WPS Call (M) AnyMobile (T) T-Mobile Number (U) HotSpt Call (V) myFaves Call (X) T-Mobile @Home Call

The date and time for all messaging and data corresponds to Pacific Time (PST/PDT).

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

T-MOBILE USA, INC.,

Defendant.

Case No. 2:14-cv-00967-JLR

**STIPULATED [PROPOSED] ORDER
FOR PERMANENT INJUNCTION
AND MONETARY JUDGMENT**

***Note on Motion Calendar: December 19,
2014***

Plaintiff, the Federal Trade Commission (“FTC”), filed its Complaint for Permanent Injunction and Other Equitable Relief in this matter, pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b). The FTC and Defendant, T-Mobile USA, Inc. (“T-Mobile”), stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Judgment (“Order”), without trial or final adjudication of any issue of fact or law, in order to resolve all matters in dispute in this law enforcement action by the FTC.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. There being no objection, the Court finds that it has jurisdiction over this matter.

STIPULATED ORDER FOR PERMANENT
INJUNCTION AND MONETARY JUDGMENT
Case No. 2:14-cv-00967-JLR

Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC 20580
(202) 326-3720

1 2. The Complaint charges that T-Mobile participated in deceptive and unfair acts or
2 practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, by including unauthorized
3 third-party charges on the telephone bills of its mobile phone customers.

4 3. T-Mobile waives all jurisdictional defenses or objections related to either the FTC
5 Act or the Communications Act of 1934, 47 U.S.C. §§ 151, et seq., solely for purposes of entry,
6 construction, modification, and enforcement of this Order. T-Mobile does not admit or consent
7 to the FTC's jurisdiction for any other purposes or proceedings.

8 4. The parties, by and through their counsel, have agreed that entry of this Order
9 fully and finally resolves all issues between them arising from or related to PSMS or claims of
10 Unauthorized Third-Party Charges for all time periods up to the date of entry of this Order and
11 precludes further litigation between the FTC and T-Mobile on the resolved issues except for
12 purposes of enforcing or collecting on this Order.

13 5. T-Mobile waives any claim that it may have under the Equal Access to Justice
14 Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order,
15 and agrees to bear its own costs and attorney's fees.

16 6. T-Mobile and the FTC waive all rights to appeal or otherwise challenge or contest
17 the validity of this Order.

18 7. The FTC and T-Mobile acknowledge and agree that this is a compromise
19 settlement of disputed issues and T-Mobile neither admits nor denies the truth or falsity of any
20 claims or allegations made in the Complaint. Accordingly, this Order shall not be deemed or
21 construed in any other proceeding as: (a) an admission of the truth or falsity of any claims or
22 allegations heretofore made or any potential claims except as specifically stated in this Order;
23 (b) an admission by T-Mobile that it has violated or breached any law, statute, regulation, term,
24 provision, covenant, or obligation of any agreement; or (c) an acknowledgement or admission by
25 any of the parties of any duty, obligation, fault, or liability whatsoever to any other party or to
26

1 any third party. This Order shall not be used as evidence or precedent in any action or
2 proceeding, except an action or proceeding to enforce or collect on this Order.

3 **DEFINITIONS**

4 For the purpose of this Order, the following definitions apply:

5 1. "Account Holder" means any individual or entity who is or was responsible for
6 paying all charges associated with all lines on that individual's or entity's mobile phone account
7 with T-Mobile.

8 2. "Bill" means a Consumer's mobile telephone bill or prepaid mobile account, as
9 applicable.

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

13 4. A statement is "Clear and Conspicuous" if it is disclosed in such size, color,
14 contrast, location, duration, and/or audibility that it is readily noticeable, readable,
15 understandable, and/or capable of being heard. A statement may not contradict or be
16 inconsistent with any other information with which it is presented. If a statement materially
17 modifies, explains, or clarifies other information with which it is presented, then the statement
18 must be presented in proximity to the information it modifies, explains, or clarifies, in a manner
19 that is readily noticeable, readable, and understandable, and not obscured in any manner. In
20 addition:

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

23 b. A television or internet disclosure must be of a type size, location, and
24 shade and remain on the screen for a duration sufficient for a consumer to read and
25 comprehend it based on the medium being used; and

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

5 5. "Collectible Consumer Debt" means the amount owed to T-Mobile by a
6 Consumer whose accounts are not paid-in-full that T-Mobile owns and may legally take legal
7 action to collect.

8 6. "Commercial PSMS" means the use of PSMS to bill for Products.

9 7. "Consumer" means a T-Mobile current or former customer, subscriber, or
10 purchaser of Products for which Third-Party Charges are or were placed on the Consumer's Bill
11 from T-Mobile, whether that person is responsible for paying the Bill or has a device that is
12 billed to a shared account. "Consumer" does not include any business entity or any state,
13 federal, local, or other governmental entity, if (1) the business entity or government, and not the
14 employees or individuals working for or with that business entity or government, is solely liable
15 to T-Mobile for payment of all charges billed on that account, and (2) the ability to process
16 Third-Party Charges through that account is not available unless the business entity or
17 government affirmatively requests that certain or all mobile devices be provided the ability to
18 authorize placement of such Third-Party Charges. Nothing in this definition of "Consumer," or
19 in any other provision of this Order, shall be read or construed to require T-Mobile (a) to share
20 customer proprietary network information ("CPNI") with any person not legally entitled to
21 receive CPNI; (b) to share customer information in such a way that it would violate any
22 applicable law or T-Mobile's privacy policy or any other applicable privacy policy, provided that
23 such policies do not impose any unnecessary or unreasonable burdens on Account Holders
24 seeking information regarding their mobile phone accounts or seeking refunds; or (c) to grant
25 more than one refund for any single Unauthorized Third-Party Charge.

1 8. "Consumer Redress Period" means the twelve month period of time beginning on
2 July 1, 2014.

3 9. "Effective Date" means the date this Stipulated Order for Permanent Injunction
4 and Monetary Judgment is approved and entered by the Court.

5 10. "Express Informed Consent" means an affirmative act or statement that is made
6 by a Consumer, giving unambiguous assent to be charged for the purchase of a Third-Party
7 Product after receiving a Clear and Conspicuous disclosure of material facts.

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

16 12. "Premium Short Messaging Service" or "PSMS" means a service that distributes
17 paid content to a Consumer using the Short Message Service ("SMS") and Multimedia
18 Messaging Service ("MMS") communication protocols via messages that are routed using a
19 Short Code, resulting in a Third-Party Charge.

20 13. "Product" means content and/or services that can be used on a mobile device for
21 which charges are placed on the Consumer's Bill by T-Mobile. "Product" excludes contributions
22 to charities, candidates for public office, political action committees, campaign committees,
23 campaigns involving a ballot measure, or other similar contributions. "Product" also excludes
24 co-branded and white label products where content and services are sold jointly and
25 cooperatively by T-Mobile and another entity, where the content and/or services is placed on the
26 subscriber's bill as a T-Mobile charge, and T-Mobile is responsible for accepting complaints,

1 processing refunds, and other communications with the consumer regarding the charge.

2 “Product” also excludes handset insurance and extended warranty offerings, and collect calling
3 services.

4 14. “Short Code” means a common code leased from the CTIA Common Short Code
5 Administration that is comprised of a set of numbers, usually 4 to 6 digits, to and from which
6 text messages can be sent and received using a mobile telephone.

7 15. “Third Party” means an entity or entities, other than T-Mobile, that provides a
8 Product to Consumers for which billing is made through T-Mobile’s Bills.

9 16. “Third-Party Charge” means a charge for a Third-Party Product placed on a
10 Consumer’s Bill.

11 17. “Third-Party Product” means a Product provided by a Third Party.

12 18. “T-Mobile” means T-Mobile USA, Inc., and its successors and assigns.

13 19. “Unauthorized Third-Party Charge” means a Third-Party Charge placed on a
14 Consumer’s Bill without the Consumer’s Express Informed Consent.

15 **ORDER**

16 **I. EXPRESS INFORMED CONSENT**

17 IT IS ORDERED that T-Mobile and its officers, agents, servants, and employees, and all
18 others in active concert or participation with any of them, who receive actual notice of this
19 Order, whether acting directly or indirectly, shall:

20 A. Begin developing and implementing a system, which shall be fully implemented
21 by T-Mobile no later than March 1, 2015, to obtain Express Informed Consent before a
22 Consumer is billed for any Third-Party Charge. The Consumer’s Express Informed Consent may
23 be provided to T-Mobile or to another person or entity obligated to T-Mobile to obtain such
24 consent. T-Mobile or other person or entity shall retain sufficient information to allow such
25 consent to be verified. If Express Informed Consent is not directly collected by T-Mobile, T-
26 Mobile shall implement reasonable policies and practices to confirm Express Informed Consent

1 will be appropriately collected and documented by the person or entity obligated to do so, and
2 shall monitor and enforce those policies and practices to confirm Express Informed Consent is
3 appropriately collected and documented, and where Express Informed Consent has not been
4 appropriately collected and documented, shall require remedial action (which may include, for
5 example, suspension, proactive credits, or retraining) or cease billing for such charges. While
6 the system described by this Paragraph is being developed and implemented, T-Mobile shall take
7 reasonable steps to obtain Express Informed Consent before a Consumer is billed for any Third-
8 Party Charge. *Provided, however*, for purposes of this Section, for charges incurred through
9 operating system storefronts, such reasonable policies and practices may, for example, consist of
10 T-Mobile or its agents making a statistically valid random sample of purchases to demonstrate
11 whether the storefront is collecting Express Informed Consent consistent with this Order; and

12 B. Beginning no later than April 1, 2015, implement a system whereby the
13 Consumer (and, for multiline accounts, the Account Holder, if designated) will be sent a
14 purchase confirmation, separate from the Bill, of every Third-Party Charge, including recurring
15 charges, that will appear on his or her Bill. Any such purchase confirmation shall be sent within
16 a reasonable period of time following the time a Third-Party Product is purchased or the
17 recurrence of a Third-Party Charge, and shall identify Blocking options that T-Mobile makes
18 available to Consumers and/or provide access to such information. For multiline accounts, T-
19 Mobile may provide the Account Holder the option to elect not to receive such purchase
20 confirmations.

21 II. REQUIRED DISCLOSURES

22 IT IS FURTHER ORDERED that T-Mobile shall, beginning no later than April 1, 2015,
23 provide a Clear and Conspicuous disclosure about Third-Party Charges and Blocking options in
24 informational material provided at or near the time of subscribing to service, to the extent Third-
25 Party Charges are offered and available with the service, and which is provided in a context
26 separate from the actual subscriber agreement documents. Such disclosure shall include or

1 provide access to a description of Third-Party Charges, how Third-Party Charges appear on
2 Bills, and options available to Consumers to Block Third-Party Charges. Consumers shall not
3 incur any data or text charges for receiving or accessing the information discussed in this
4 Section.

5 III. REFUND PRACTICES

6 IT IS FURTHER ORDERED that T-Mobile shall:

7 A. For at least 6 years from the Effective Date, conduct a training program with its
8 customer service representatives, at least annually, to administer the requirements of this Order.
9 To the extent that T-Mobile no longer permits Third-Party Charges on Consumers' Bills, T-
10 Mobile will conduct one training program within three months of such cessation and will have
11 no further obligation to conduct training programs under this Section so long as T-Mobile does
12 not permit Third-Party Charges on Consumers' Bills; and

13 B. After a consumer disputes a Third-Party Charge within three months of the last
14 charge for a particular Product:

15 1. Provide the Consumer with access to a customer service representative
16 who has access to the Consumer's account information for at least the prior 12 months.
17 For Newly Acquired Entities as defined in Section IV, if such information is not
18 available, T-Mobile shall have 12 months to come into compliance with respect to such
19 entities, and, while coming into compliance, respond to the Consumer's inquiry within 10
20 days using any available information;

21 2. For current customers, offer the Consumer the opportunity to Block future
22 Third-Party Charges;

23 3. Commence and complete an investigation that is reasonably calculated to
24 determine whether the Consumer gave Express Informed Consent to the disputed
25 charge(s), including charges for the same Product that were billed more than three
26 months before the consumer dispute. T-Mobile shall inform the Consumer that, during

1 the investigation, the Consumer is not obligated to pay the disputed charge(s), and that
2 nonpayment of such charge(s) will not result in interest accrual or phone service
3 termination or deduction of pre-paid minutes.

4 a) If T-Mobile reasonably concludes after the investigation that the
5 Consumer gave Express, Informed Consent to the disputed charge(s), T-Mobile
6 shall promptly provide the Consumer with the basis for its conclusion, including
7 providing the Consumer with any documentary or other evidence considered, and
8 the name and contact information of the Third Party that initiated the Third-Party
9 Charge.

10 b) If T-Mobile reasonably concludes after the investigation that the
11 Consumer did not give Express Informed Consent to the disputed charge(s), T-
12 Mobile shall promptly provide the Consumer with a full refund or credit of the
13 disputed charge(s), as long as the Consumer makes the claim within three months
14 of being billed for the last charge for the particular Product at issue.

15 *Provided, however,* that T-Mobile shall not be required to conduct such an
16 investigation if it promptly refunds the Consumer the full amount of the disputed
17 charge(s).

18 4. Be prohibited from requiring the Consumer to first contact the Third Party
19 in order to receive a refund or credit of any claimed Unauthorized Third-Party Charge,
20 although this Subsection does not prohibit asking the Consumer if he or she has contacted
21 the Third Party and/or if the Consumer has already received a credit or refund from the
22 Third Party for some or all of the claimed Unauthorized Third-Party Charge.

23 **IV. NEWLY ACQUIRED ENTITIES**

24 For entities T-Mobile acquires in the future (“Newly Acquired Entities”), except as
25 provided in Section III.B., T-Mobile shall have a reasonable period of time, which in no event
26 shall exceed 6 months, in which to bring said entities into compliance with this Order. During the

1 6 month period, T-Mobile shall take reasonable steps to obtain Express Informed Consent before
2 a Consumer is billed for any Third-Party Charge.

3 **V. CONSUMER REDRESS**

4 IT IS FURTHER ORDERED that T-Mobile shall provide full refunds to Consumers who
5 have been charged by T-Mobile for unauthorized Commercial PSMS charges from June 1, 2010
6 through the Effective Date of this Order. T-Mobile will provide full refunds as follows:

7 A. T-Mobile shall provide prompt refunds to Consumers for the full amount of any
8 unauthorized Commercial PSMS charge that has not already been fully refunded according to T-
9 Mobile's billing records. T-Mobile shall refund no less than \$90 million (the "PSMS Charges
10 Refund Amount") for unauthorized Commercial PSMS charges during the Consumer Redress
11 Period, to be monitored by the FTC. T-Mobile may include in the PSMS Charges Refund
12 Amount any refunds granted by T-Mobile (a) since June 10, 2014, or (b) as a result of claims
13 made within the Consumer Redress Period, even if T-Mobile pays the refunds outside the
14 Consumer Redress Period. If T-Mobile refunds less than \$90 million, after applying the credits
15 specified in Sections V.C and V.D, it shall remit the balance to the FTC, so the FTC can make
16 additional redress, disgorgement, or consumer informational remedies pursuant to Section V.E.
17 For purposes of this Section V, a refund under Section V.B.3.a must be provided within 60 days
18 of receiving a complete and valid claim form for a refund of an unauthorized Commercial PSMS
19 charge.

20 B. To effectuate Section V.A of this Order:

21 1. During the Consumer Redress Period, T-Mobile shall provide notice of the
22 right to obtain refunds for unauthorized Commercial PSMS charges to Consumers who
23 have been charged for a Commercial PSMS charge that has not already been fully
24 refunded according to T-Mobile's billing records. For current customers, T-Mobile shall
25 provide notice using the medium that it uses to bill the Consumers in two consecutive
26 billing cycles during the Consumer Redress Period. *Provided, however,* that if the notice

1 accompanies a Consumer's Bill, the notice shall be on a different color of paper than the
2 Consumer's Bill. For former customers, T-Mobile shall provide the notice within the
3 Consumer Redress Period by sending it via first-class mail to the Consumer's last known
4 address and provide a second notice by email to the Consumer's last known email
5 address. Prior to mailing notices, T-Mobile shall update the addresses via the Postal
6 Service's National Change of Address database. The notices shall provide the link to an
7 online form that Consumers can use to apply for refunds; *provided, however*, that at the
8 request of a Consumer, a hard copy form must be provided without cost to the Consumer;

9 2. T-Mobile shall promptly provide, upon request by a Consumer, the total
10 amount of Commercial PSMS charges charged to the Consumer that have not been fully
11 refunded by T-Mobile or a Third Party, the dates of such charges, and the Third Party
12 initiating such charges;

13 3. Upon a Consumer's affirmation that the Consumer was charged for
14 unauthorized Commercial PSMS charges, T-Mobile shall provide prompt refunds to the
15 Consumer for the unauthorized Commercial PSMS charges as follows:

16 a) For Consumers with active accounts, T-Mobile shall provide
17 prompt refunds by a credit to the Consumer's mobile account; *provided, however*,
18 that T-Mobile shall Clearly and Conspicuously disclose to Consumers that in the
19 event they close their account with T-Mobile prior to T-Mobile issuing a credit,
20 they will receive a prompt refund by check. For Consumers with inactive
21 accounts that are paid in full, T-Mobile shall provide prompt refunds by check.
22 The determination of whether a Consumer's mobile account is active or inactive
23 shall be made at the time the refund is issued;

24 b) For Consumers whose inactive accounts are not paid in full, T-
25 Mobile shall have the option to pay by check or to promptly reduce the
26 outstanding balance of the account by the total amount of unauthorized

1 Commercial PSMS charges as identified by the Consumer that have not been fully
2 refunded according to T-Mobile's billing records, provided that any such balance
3 constitutes Collectible Consumer Debt. Any reduction to an outstanding balance
4 pursuant to this subparagraph shall be counted towards the amount of permissible
5 credits against the remaining balance in Section V.D. If the total amount of
6 unauthorized Commercial PSMS charges identified by the Consumer on the claim
7 form exceeds the outstanding balance of the Consumer's account, T-Mobile shall
8 promptly provide the Consumer a check in the amount of the excess.

9 4. T-Mobile shall ensure that Consumers obtain refunds of unauthorized
10 Commercial PSMS charges through a single claim form. Although T-Mobile may list
11 each Commercial PSMS charge separately on the claim form, Consumers must be
12 allowed to challenge all Commercial PSMS charges at once, such as by marking a single
13 box. T-Mobile shall not require Consumers to submit any documentation other than a
14 complete and valid claim form (though T-Mobile may give Consumers the option to
15 submit documentation to support claims for unauthorized Commercial PSMS charges not
16 reflected on reports provided to the Consumer pursuant to Section V.B.2), waive any
17 rights, or impose any unnecessary or unreasonable burdens on Consumers seeking
18 refunds. *Provided, however,* for any unauthorized Commercial PSMS charges that T-
19 Mobile fully refunds to, or credits against the debt of, a Consumer, the Consumer's claim
20 against T-Mobile with respect to the fully refunded charges will be deemed satisfied.

21 5. Within 30 days of the Effective Date, T-Mobile shall notify all Consumers
22 that it has identified as having visited T-Mobile's redress website before August 31,
23 2014, but failed to submit a claim form, and for whom T-Mobile captured contact
24 information during the Consumer's visit to the website, that improvements have been
25 made to the claims process and notifying the Consumers of their right to obtain full
26

1 refunds for unauthorized Commercial PSMS charges that have not already been fully
2 refunded according to T-Mobile's billing records.

3 C. If after the expiration of the Consumer Redress Period, T-Mobile has failed to
4 refund the full PSMS Charges Refund Amount pursuant to Sections V.A and V.B, T-Mobile may
5 apply towards the PSMS Charges Refund Amount up to \$22.5 million of any fees, costs,
6 penalties, or other payments to any other federal, state, or local government entity that, within 12
7 months of the Effective Date, are paid by T-Mobile as a result of any agreement or order related
8 to unauthorized Commercial PSMS charges with such federal, state, or local government entity,
9 or as the result of a court order related to unauthorized Commercial PSMS charges.

10 D. If, after applying any fees, costs, penalties, or other payments pursuant to Section
11 V.C, the PSMS Charges Refund Amount is not reached, T-Mobile may, at its discretion, apply as
12 credit towards the balance within 90 days of the end of the Consumer Redress Period (a) any
13 refunds granted to Consumers who were charged a Commercial PSMS charge for a good or
14 service offered by a Third Party that has been the subject of a federal or state law enforcement
15 action and for which a full refund has not yet been provided according to T-Mobile's billing
16 records; and/or (b) any reductions in outstanding balances of inactive accounts of Consumers up
17 to a total of \$37.5 million, provided that any such balance constitutes Collectible Consumer Debt
18 and any such reduction shall not exceed the total amount of Commercial PSMS charges charged
19 to a Consumer's account that have not been fully refunded according to T-Mobile's billing
20 records. Any outstanding balance on the PSMS Charges Refund Amount after application of the
21 credits in this Subparagraph shall be remitted to the FTC within 105 days of the end of the
22 Consumer Redress Period and shall not constitute a penalty.

23 E. All money paid to the FTC pursuant to this Order shall be deposited into a fund
24 administered by the FTC or its designee to be used for equitable relief, including consumer
25 redress and any attendant expenses for the administration of any redress fund. If the FTC, in
26 consultation with the executive committee of the Attorneys General of the Participating States

1 and the Federal Communications Commission, determines further redress is no longer
2 practicable, the FTC may apply all remaining funds for such other equitable relief (including
3 consumer information remedies) as it determines to be reasonably related to T-Mobile's practices
4 alleged in the Complaint. Any funds not used for redress or other equitable relief such as
5 consumer information remedies, shall be deposited to the U.S. Treasury as disgorgement as
6 equitable relief, or transferred to the Attorneys General of the Participating States to be used for
7 proper purposes as set forth in their assurances of voluntary compliance, consent decrees, and
8 court orders with T-Mobile.

9 1. If the FTC determines to use the fund referenced in Section V.E for further
10 consumer redress, it shall engage a settlement administrator (the "Settlement
11 Administrator"), which shall not be a governmental entity, to administer this redress
12 program.

13 2. T-Mobile agrees to deliver to the Settlement Administrator the records
14 specified in Section V.E.3 below, in the format reasonably requested by the FTC or the
15 Settlement Administrator, no later than 90 days after the date the FTC or Settlement
16 Administrator provides T-Mobile with the necessary information regarding how the data
17 needs to be formatted and delivered. Should the Settlement Administrator or the FTC
18 request additional Consumer information necessary to effectuate redress and this
19 information is readily available to T-Mobile at no material expense, T-Mobile agrees to
20 provide the information to the Settlement Administrator within 60 days of any subsequent
21 written request from a representative of the FTC, or from the Settlement Administrator.
22 To the extent T-Mobile cannot deliver the information in the format requested due to
23 technological reasons, the parties will work together to develop a format upon which the
24 information can be delivered.

25 3. For the purposes of effecting this Order and to protect Consumers from
26 fraud in accordance with 47 U.S.C. § 222(d), T-Mobile agrees to provide the Settlement

1 Administrator the records used by the company that administered T-Mobile's refund
2 program under this Section V, which includes records for each Consumer whom T-
3 Mobile billed for Commercial PSMS charges from June 1, 2010 through the cessation of
4 billing for Commercial PSMS charges. T-Mobile represents this information included
5 the following, to the extent reasonably available: First Name; Middle Name; Last Name;
6 Alias-Surname; postal address records; e-mail address; all telephone numbers; mobile
7 Billing Account Number ("BAN"); a designation indicating whether the Consumer is a
8 current or former customer as of the date the information was collected; a list of all
9 unrefunded Commercial PSMS charges charged to each Consumer's mobile phone
10 account, including the month and year of the charges, the amounts charged, and the Third
11 Party responsible for each Commercial PSMS charge; and records of refunds provided
12 through the redress program described in this Section V. T-Mobile agrees the Settlement
13 Administrator shall instruct T-Mobile to submit the information to it in a secure,
14 encrypted format, and T-Mobile agrees to submit the information in a secure, encrypted
15 format.

16 4. The FTC may engage a third-party independent auditor ("Auditor"), which
17 shall not be a governmental entity, to review and report on the Settlement Administrator's
18 performance of its duties under this Order. The Settlement Administrator shall allow for
19 an independent review of the Settlement Administrator's work. The cost of the review by
20 the Auditor shall be paid out of the fund referenced in this Section V.E established to
21 administer redress. T-Mobile agrees to provide all the records described in Section V.E.3
22 to the Auditor. Upon the Auditor's request, the Settlement Administrator may share any
23 Consumer information with the Auditor.

24 5. In accordance with the Electronic Communications Privacy Act, 18 U.S.C.
25 § 2702(c)(6), neither the Settlement Administrator nor the Auditor shall share with any
26 representative of the FTC, or any other governmental entity, the information provided by

1 T-Mobile unless Consumers' personally identifiable information, such as name, address,
2 telephone, e-mail address, or other unique identifier that could permit the information
3 shared to be associated with the relevant subscriber or customer of T-Mobile, is redacted.
4 At any time during the redress program, the Settlement Administrator also may share
5 with a representative of the FTC the information provided by T-Mobile in aggregate
6 form. Aggregate form includes, *inter alia*, the total number of Consumers, by state,
7 potentially entitled to redress and the amount of such potential redress, the total number
8 of Consumers, by state, who have received redress and the amount of such redress, and
9 the total amount of redress by state. Aggregate form must not include any information
10 that includes Consumers' personally identifiable information. The Settlement
11 Administrator shall at no time be an agent of the FTC, or any other governmental entity,
12 for purposes of the possession, custody, or control of such information.

13 6. The Settlement Administrator and Auditor shall operate in accordance
14 with, and shall be deemed for purposes of carrying out this Order to be subject to, the
15 information security, data breach notification and confidentiality standards and
16 requirements of the FTC's Standards for Safeguarding Customer Information Rule, 16
17 C.F.R. Part 314, the FTC's Disposal of Consumer Report Information and Records Rule,
18 16 C.F.R. Part 682, the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809 and §§ 6821-
19 6827, and the Telecommunications Act, 47 U.S.C. § 222, and 47 C.F.R. §§ 64.2010-
20 2011. The Settlement Administrator and Auditor shall destroy all records associated with
21 the redress program following notification by a representative of the FTC and shall
22 certify to T-Mobile that all such records have been destroyed.

23 F. If T-Mobile has reported to any consumer reporting agency an outstanding
24 balance of a Consumer's inactive account, T-Mobile shall furnish correct account information to
25 that consumer reporting agency or cease reporting the account within 30 days of any reduction in
26 the outstanding balance of the account pursuant to Sections V.B.3.b or V.D of this Order.

1 G. Within 120 days of the end of the Consumer Redress Period, T-Mobile shall
2 provide the FTC with records sufficient to show the notification provided by T-Mobile to
3 Account Holders of the right to full refunds of unauthorized Commercial PSMS charges, the
4 refunds requested and paid to Account Holders during the Consumer Redress Period, any
5 payments to federal, state, or local government entities that T-Mobile applied to the PSMS
6 Charges Refund Amount pursuant to Section V.C, that all outstanding balances of inactive
7 accounts that were reduced pursuant to Sections V.B.3.b or V.D constituted Collectible
8 Consumer Debt, that any notifications required by Section V.F have been made, and any refund
9 requests that were denied due to a prior full refund or any other reason. All such records, to the
10 extent they pertain to any customer or subscriber of T-Mobile and are protected by the Electronic
11 Communications Privacy Act, 18 U.S.C. § 2703, shall be produced in a manner and form in
12 which Consumers' personally identifiable information, such as name, address, telephone, e-mail
13 address, or other unique identifier that could permit the information shared to be associated with
14 the relevant subscriber or customer of T-Mobile, is redacted.

15 H. T-Mobile relinquishes dominion and all legal and equitable right, title, and
16 interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

17 I. The facts alleged in the Complaint will be taken as true, without further proof,
18 only in the event of a non-dischargeability complaint in any bankruptcy case.

19 J. The facts alleged in the Complaint establish all elements necessary to sustain an
20 action by the FTC pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C.
21 § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.

22 K. T-Mobile acknowledges that its Taxpayer Identification Numbers, which T-
23 Mobile must submit to the FTC, may be used for collecting and reporting on any delinquent
24 amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

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VI. ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that T-Mobile obtain acknowledgments of receipt of this Order:

A. T-Mobile, within 7 days of entry of this Order, must submit to the FTC an acknowledgment of receipt of this Order.

B. Within 7 days of entry of this Order, T-Mobile must deliver a copy of this Order to all officers and directors of T-Mobile.

VII. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that T-Mobile make timely submissions to the FTC:

A. One year after entry of this Order, T-Mobile must submit a compliance report. T-Mobile must: (i) identify the primary physical, postal, and email address and telephone number of designated points of contact, which representatives of the FTC may use to communicate with T-Mobile, and will update this information as necessary; and (ii) provide a certification from a senior corporate manager with the requisite corporate and organizational authority that T-Mobile has established and implemented the requirements of this Order and is not aware of any material noncompliance that has not been (a) corrected or (b) disclosed to the FTC. The certification will be based on the personal knowledge of the senior corporate manager or the personal knowledge of T-Mobile subject matter experts upon whom the senior corporate manager reasonably relies in making the certification.

B. For a period of one year after April 1, 2015, and upon request for five years thereafter, T-Mobile shall provide a report to the FTC every 3 months ("Quarterly Reports") documenting its compliance with the requirements of Section III.B (and its subsections). This documentation shall include:

- 1. The total number of Consumer claims for Unauthorized Third-Party Charges for which T-Mobile has demonstrated that the purchasers provided Express Informed Consent;

1 2. All refunds/credits provided, in dollars, pursuant to Section III.B.3, above;

2 3. For the refunds/credits identified in the foregoing Subsections 1 and 2, the
3 Third-Party Product, the Third Party, and the entity responsible to T-Mobile for ensuring
4 Express Informed Consent from the Consumer if different than T-Mobile; and

5 4. To the extent permitted by any applicable law, a description of any
6 remedial action taken by T-Mobile against Third Parties for Unauthorized Third-Party
7 Charges, including, but not limited to, any actions taken to limit or terminate a Third
8 Party's ability to place Third-Party Charges on a Consumer's Bill. The description of
9 any remedial action provided under this subsection shall include: (i) the name and
10 contact information of such Third Party, (ii) a description of the Product in connection
11 with which the remedial action was taken, (iii) an indication of whether the Product was
12 suspended or terminated (and if the Product was suspended, T-Mobile shall include the
13 date or conditions for reinstatement), and (iv) the reason for the remedial action.

14 C. Information in Quarterly Reports shall be presented on a national basis and
15 provided electronically in a format to be agreed to by the parties. Quarterly Reports shall be
16 provided within 30 days of the end of each calendar quarter.

17 D. To the extent T-Mobile believes that Quarterly Reports submitted pursuant to this
18 Section constitute confidential commercial and financial information that is proprietary and
19 sensitive, T-Mobile may produce such Quarterly Reports pursuant to confidentiality provisions
20 in 16 C.F.R. §§ 2.33 and 4.9(c) and mark them as confidential.

21 E. T-Mobile must submit to the FTC notice of the filing of any bankruptcy petition,
22 insolvency proceeding, or similar proceeding by or against T-Mobile within 14 days of its filing.

23 F. Unless otherwise directed by an FTC representative in writing, all submissions to
24 the FTC pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier
25 (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer
26

1 Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580.

2 The subject line must begin: FTC v. T-Mobile USA, Inc. (X140053).

3 G. T-Mobile's submission of reports to the FTC as required by this Order, and its
4 adherence to other aspects of this Order, shall not under any circumstances be taken as any
5 admission of the FTC's jurisdiction over T-Mobile for any other purpose, in any other context or
6 under any other set of facts.

7 **VIII. RECORDKEEPING**

8 IT IS FURTHER ORDERED that T-Mobile must create and retain the following records:

9 A. No later than March 1, 2015, T-Mobile shall implement a process to track (i) all
10 Consumer claims that a Third-Party Charge was unauthorized for which T-Mobile demonstrated
11 that purchaser provided Express Informed Consent, and (ii) refunds/credits provided pursuant to
12 Section III.B.3.

13 B. No later than March 1, 2015, T-Mobile shall implement systems that allow it to
14 maintain the information described in Section VIII.A. Each record created pursuant to this
15 Section shall be maintained for a period of 6 years from the date of its creation. T-Mobile's
16 obligation to maintain records for 6 years from the date of their creation shall continue for 20
17 years after entry of the Order.

18 C. For 20 years after the entry of this Order, T-Mobile must create accounting
19 records showing the revenues associated with all Third- Party Charges and retain such records
20 for 5 years from the date of their creation. If such records are requested by the FTC those
21 records may be produced by T-Mobile pursuant to the confidentiality provisions in 16 C.F.R. §§
22 2.33 and 4.9(c) and marked by T-Mobile as confidential

23 **IX. COMPLIANCE MONITORING**

24 IT IS FURTHER ORDERED that, for the purpose of monitoring T-Mobile's compliance
25 with this Order:

1 A. The FTC is authorized to obtain discovery, without further leave of court, using
2 any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including
3 telephonic depositions), 31, 33, 34, 36, 45, and 69.

4 B. Nothing in this Order limits the FTC's lawful use of compulsory process,
5 pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1. T-Mobile may assert any
6 and all defenses, rights, or privileges available to it.

7 **X. RETENTION OF JURISDICTION**

8 IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for
9 purposes of construction, modification, and enforcement of this Order.


10
11 SO ORDERED this day of , 201__.

12
13 _____
14 UNITED STATES DISTRICT JUDGE

15 **SO STIPULATED AND AGREED:**

16 **FOR PLAINTIFF:**

17 **FEDERAL TRADE COMMISSION**

18 
19 _____
20 BRIAN S. SHULL
21 JANE M. RICCI
22 Federal Trade Commission
23 600 Pennsylvania Avenue N.W., CC-10232
24 Washington, DC 20580
25 bshull@ftc.gov, jricci@ftc.gov
26 P: (202) 326-3720, (202) 326-2269
F: (202) 326-3239
COUNSEL FOR FEDERAL TRADE COMMISSION

Date: 12-18-14

STIPULATED ORDER FOR PERMANENT
INJUNCTION AND MONETARY JUDGMENT
Case No. 2:14-cv-00967-JLR

Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC 20580
(202) 326-3720

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FOR T-MOBILE USA, INC.:

Steven P. Caplow Date: 12/17/14

STEPHEN M. RUMMAGE
STEVEN P. CAPLOW
Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, WA 98101
steverummage@dwt.com
P: (206) 757-8136
F: (206) 757-7136
COUNSEL FOR T-MOBILE USA, INC.

David A. Miller Date: 12/17/14

DAVID A. MILLER
Executive Vice President and Chief Legal Officer
T-MOBILE USA, INC.

STIPULATED ORDER FOR PERMANENT
INJUNCTION AND MONETARY JUDGMENT
Case No. 2:14-cv-00967-JLR

Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC 20580
(202) 326-3720

O'Hara, Shelley

From: Ricci, Jane
Sent: Tuesday, July 30, 2013 8:22 AM
To: Winston, Joel (jwinston@hudco.com); jnoonan@hudco.com
Cc: Shull, Brian
Subject: Follow up to July 25 meeting
Attachments: 2013-07-30. Ltr to J. Winston & J. Noonan.pdf

Joel & Jean:

Thanks again for coming in and speaking with us last week. I have attached a letter following up on some of the items discussed at our meeting.

Best regards,

Jane M. Ricci
Attorney
Federal Trade Commission
Division of Financial Practices
601 New Jersey Ave NW, NJ-3158
Washington, DC 20001
Phone: 202-326-2269



UNITED STATES OF AMERICA
Federal Trade Commission
Washington, D.C. 20580

Jane Ricci
Bureau Of Consumer Protection
Phone: (202) 326-2269
Email: jricci@ftc.gov

July 30, 2013

Via E-Mail

Joel C. Winston, Esq.; L. Jean Noonan, Esq.
Hudson Cook, LLP
1020 19th Street, NW
7th Floor
Washington, DC 20036

Re: T-Mobile US, Inc.

Dear Joel and Jean,

Thank you again for meeting with us on July 25, 2013 to discuss the FTC's investigation of T-Mobile US, Inc. ("T-Mobile"). As we discussed at that meeting, the FTC would like to request additional information and documents as a follow-up to your presentation. Please provide us with the following information and documents:

- The short code, the content provider, the type of action taken, the reason action was taken, and the date of the action for each of the [redacted] short codes against which T-Mobile has taken action since 2011. [redacted] (b)(3):21(f),(b)(3):6(f),(b)(4)
- A list of the twenty short codes with the highest refund rates, the content provider for that short code, and the sales and refund dollar amounts for each listed short code, for each month from January 1, 2013 to the present. Please limit the list to short codes with sales in excess of \$5,000 in the month in which they are listed.
- A description of any policy in place from January 1, 2011 to the present regarding [redacted] (b)(3):21(f),(b)(3):6(f),(b)(4)
[redacted] (b)(3):21(f),(b)(3):6(f),(b)(4)
- Documents detailing [redacted] (b)(3):21(f),(b)(3):6(f),(b)(4)
[redacted] (b)(3):21(f),(b)(3):6(f),(b)(4)
- A list of refund codes used by T-Mobile and documents supporting [redacted] (b)(3):21(f),(b)(3):6(f),(b)(4)
[redacted] (b)(3):21(f),(b)(3):6(f),(b)(4)

Please provide the requested information and documents by August 13, 2013.¹ Should you decide to withhold responsive material for any reason, including an applicable privilege (*e.g.*, attorney-client privilege) or judicial order, please notify me on or before the date your response is due.²

Your response should be sent to:

Jane M. Ricci
600 Pennsylvania Avenue, N.W.
Mailstop NJ-3158
Washington, DC 20580

Sincerely,



Jane M. Ricci

¹ Under Section 21(f) of the Federal Trade Commission Act, 15 U.S.C. § 57b-2(f), all documents and information provided voluntarily in lieu of compulsory process in law enforcement investigations will be exempt from public disclosure under the Freedom of Information Act, 5 U.S.C. § 532(b)(3)(B). Furthermore, under Commission Rule 4.10(d), any material you provide which is marked "CONFIDENTIAL" will be given the same confidential treatment as material provided in response to compulsory process. The Commission's procedures concerning public disclosure and confidential treatment can be found at 15 U.S.C. §§ 46(f) and 57b-2, and Commission Rules of Practice 4.10-4.11.

² If any responsive material is withheld for any reason, please submit a list of the items withheld and state individually as to each item: the type, title, specific subject matter, and the date of the item; the names, addresses, positions and organizations of all authors and recipients of the item; and the specific reason(s) for withholding the item. Please note that we reserve the right to seek access to additional records and to pursue such additional avenues of inquiry as we may deem appropriate.

O'Hara, Shelley

From: Winston, Joel <jwinston@hudco.com>
Sent: Tuesday, August 13, 2013 12:13 PM
To: Ricci, Jane
Subject: T-Mobile responses to your letter of July 30, 2013
Attachments: doc00812020130813111425.pdf; TMUS-SC0004001.pdf

Jane,
Attached are the responses to your July 30 supplemental request to T-Mobile along with supporting documents.

Let me know if you have any questions.

Best,
Joel

Joel Winston
Hudson Cook, LLP
1020 19th Street NW
Suite 700
Washington DC 20036
202.327.9716
jwinston@hudco.com



CONFIDENTIALITY NOTICE: The information contained in this transmission is intended solely for the individual(s) identified above. The information may be privileged and it may constitute attorney work product. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact Joel Winston at jwinston@hudco.com or 202-223-6930 immediately and destroy all copies of the original message and any attachments. Unless otherwise expressly stated herein, the appearance of a typed name or initials herein does not (1) evidence an intent to sign this email or (2) constitute either (a) a signature, or (b) any consent to use electronic records or signatures in place of a traditional writing or handwritten signature.



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By Electronic Mail and Hand Delivery

CONFIDENTIAL

August 13, 2013

Jane Ricci, Esq.
Federal Trade Commission
Division of Financial Practices
601 New Jersey Ave. NW
Washington, DC 20580

Re: T-Mobile USA, Inc., File No. 052 3139

Dear Jane:

This responds to your letter of July 30, 2013, in which you requested additional information in the Commission's investigation pertaining to short code content providers.

(b)(3):21(f),(b)(4)

(b)(3):21(f),(b)(4)

Responses to questions

Bullet # 1: The short code, the content provider, the type of action taken, the reason action was taken, and the date of the action for each of the [redacted] short codes against which T-Mobile has taken action since 2011

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(4)

See document with Bates Numbers TMUS-SC 0004001 - TMUS-SC 0004004.

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

Bullet #2: A list of the twenty short codes with the highest refund rates, the content provider for that short code, and the sales and refund dollar amounts for each listed short code, for each month from January 1, 2013 to the present. Please limit the list to short codes with sales in excess of \$5,000 in the month in which they are listed.

See document with Bates Numbers TMUS-SC 0004005 - TMUS-SC 0004006

- Catharine S. Andricos †^
- Sharon J. Bangert **
- Michael A. Benoit †^
- Catherine M. Brennan *^
- Thomas J. Buiteweg ○
- A. James Chareq □<
- Dana F. Clarke †>*
- Robert A. Cook *
- Patricia E.M. Covington **
- David S. Darland ***
- Lisa C. DeLessio **
- Lori A. Desjardins ∇*
- Charles F. Dodge *
- Anne P. Fortney ^
- Michael A. Goodman **
- Ronald D. Gorsline ○*
- Justin B. Hosie ●*
- Thomas B. Hudson **
- Eric L. Johnson □
- Daniel J. Laudicina *
- Jeffrey H. Levine ○
- Wingrove S. Lynton *
- Joseph E. Mayk ^■
- Timothy P. Meredith †○
- Nicole F. Munro *
- Meghan S. Musselman *
- L. Jean Noonan *
- Thomas P. Quinn, Jr. ♦
- Geoffrey C. Rogers ○
- Aline C. Ryan *
- Angela Maynard Shovein ○+
- H. Blake Sims ○*
- Ryan S. Stinneford ∇*
- Clayton C. Swears **
- Alicia H. Tortarolo †
- Daniel O'C. Tracy, Jr. *★
- Joel C. Winston ○
- Elizabeth C. Yen >

Admitted in:

- | | | | |
|------------------------|------------|-----------------|--------------------|
| California † | Hawaii ▲ | Massachusetts ♦ | Ohio † |
| Connecticut > | Illinois □ | Michigan ○ | Pennsylvania ▲ |
| District of Columbia ^ | Indiana < | New York ○ | Tennessee ♦ |
| Florida ● | Maine ∇ | New Jersey ■ | Virginia ** |
| Georgia ○ | Maryland * | Oklahoma □ | Partner Emeritus ★ |

Bullet # 3: A description of any policy in place from January 1, 2011 to the present regarding

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

Bullet # 4: Documents detailing (b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

1. Bates Numbers TMUS-SC 0004066 - TMUS-SC 0004067 (b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

2. Bates Numbers TMUS-SC 0004007 - TMUS-SC 0004065 (b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

Bullet #5: A list of refund codes used by T-Mobile and documents supporting (b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

Please let us know if you have any further questions.

Sincerely,



Joel Winston

O'Hara, Shelley

From: Winston, Joel <jwinston@hudco.com>
Sent: Friday, August 16, 2013 2:34 PM
To: Ricci, Jane
Cc: Shull, Brian
Subject: RE: Today's letter
Attachments: doc00819220130816133519.pdf

Jane,
Corrected letter attached. I'll put the original in the mail.

Thanks for your patience,

Joel

Joel Winston
Hudson Cook, LLP
1020 19th Street NW
Suite 700
Washington DC 20036
202.327.9716
jwinston@hudco.com

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-----Original Message-----

From: Ricci, Jane [<mailto:jricci@ftc.gov>]
Sent: Friday, August 16, 2013 8:59 AM
To: Winston, Joel
Cc: Shull, Brian
Subject: RE: Today's letter

Can we expect a revised submission today?

Thanks,
Jane

-----Original Message-----

From: Winston, Joel [<mailto:jwinston@hudco.com>]

Sent: Tuesday, August 13, 2013 4:36 PM

To: Ricci, Jane

Subject: RE: Today's letter

Thanks - hopefully tomorrow

-----Original Message-----

From: Ricci, Jane [<mailto:jricci@ftc.gov>]

Sent: Tuesday, August 13, 2013 4:15 PM

To: Winston, Joel

Subject: RE: Today's letter

Ok, I look forward to the revised submission.

Jane

-----Original Message-----

From: Winston, Joel [<mailto:jwinston@hudco.com>]

Sent: Tuesday, August 13, 2013 3:32 PM

To: Ricci, Jane

Subject: Today's letter

Jane,

We are need to change a few things in the response letter I sent you earlier. Please ignore the one I sent

Sent from my iPhone

Direct Dial: 202-327-9710
MMackenzie@hudco.com

November 6, 2013

Jane M. Ricci
Division of Financial Practices
Federal Trade Commission
601 New Jersey Ave., NW, NJ-3158
Washington, DC 20001

Re: T-Mobile USA, Inc.

Dear Ms. Ricci:

I am writing on behalf of Joel Winston in response to your email of September 19, 2013, in which you requested that T-Mobile produce certain additional documents. This letter forwards the documents and information responsive to your request.

Request 1: The attachments to two documents which were previously produced to the FTC and attached to your e-mail.

Response: See documents with Bates Numbers TMUS-SC0004071 - 0004083 (First Attachment); TMUS-SC0004084 - 0004247 (Second Attachment)

Request 2: Documents detailing (b)(3):21(f),(b)(3):6(f),(b)(4)
(b)(3):21(f),(b)(3):6(f),(b)(4)

Response: (b)(3):21(f),(b)(3):6(f),(b)(4)
(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

Request 4:

(b)(3):21(f),(b)(3):6(f),(b)(4)

Response: See documents with Bates Numbers TMUS-SC0004254 – 0004255.

If you have any questions about this submission, please let either Joel or me know.

Sincerely,

Matthew MacKenzie

Matthew MacKenzie

O'Hara, Shelley

From: Shull, Brian
Sent: Thursday, November 07, 2013 8:46 AM
To: Han, Elizabeth
Subject: FW: T-Mobile CID Supplemental Production
Attachments: 11.6.13 T-Mobile Supplemental Production Cover Letter.pdf; Confidential TMUS_SC0004071- TMUS_SC0004083 Bated.pdf; Confidential TMUS_SC0004084 - TMUS_SC0004247 Bated.pdf; Confidential TMUS_SC0004248 - TMUS_SC0004253 Bated.pdf; Confidential TMUS_SC0004254 - TMUS_SC0004255 Bated.pdf

From: Ricci, Jane
Sent: Wednesday, November 06, 2013 6:02 PM
To: Shull, Brian
Subject: FW: T-Mobile CID. Supplemental Production

From: MacKenzie, Matthew [<mailto:mmackenzie@hudco.com>]
Sent: Wednesday, November 06, 2013 5:06 PM
To: Ricci, Jane
Cc: Winston, Joel
Subject: T-Mobile CID Supplemental Production

Jane,

Attached please find T-Mobile's supplemental production in response to your request for documents of September 19, 2013. We are also sending a hard copy by FedEx, which should arrive tomorrow. If you have any questions regarding this production, please let Joel or me know.

Matthew H. MacKenzie*
Hudson Cook, LLP
1020 19th Street, NW
7th Floor
Washington, DC 20036
(P) 202-327-9710
(F) 202-223-6935
mmackenzie@hudco.com

* Admitted in Maryland only. Not admitted in DC, practicing under the supervision of members of the firm.

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

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either (a) a signature, or (b) any consent to use electronic records or signatures in place of a traditional writing or handwritten signature.

O'Hara, Shelley

From: Winston, Joel <jwinston@hudco.com>
Sent: Tuesday, November 12, 2013 3:39 PM
To: Mithal, Malini; Ricci, Jane; Pozza, Duane
Cc: Dolan, Reilly; Shull, Brian
Subject: RE: T-Mobile USA
Attachments: T Mobile - White Paper FTC Submission 11-11-2013.pdf

Here you go

Joel Winston
Hudson Cook, LLP
1020 19th Street NW
Suite 700
Washington DC 20036
202.327.9716
jwinston@hudco.com



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From: Mithal, Malini [<mailto:MMITHAL1@ftc.gov>]
Sent: Tuesday, November 12, 2013 12:36 PM
To: Winston, Joel; Ricci, Jane; Pozza, Duane
Cc: Dolan, Reilly; Shull, Brian
Subject: RE: T-Mobile USA

Thanks for the heads up! Can you send us an electronic copy via email?

-Malini

Malini Mithal
Assistant Director, Division of Financial Practices
Federal Trade Commission
600 Pennsylvania Ave., NW
Mail Drop NJ-3158
Washington, DC 20580
Phone: 202-326-2972
Fax: 202-326-3629
mmithal1@ftc.gov

From: Winston, Joel [<mailto:jwinston@hudco.com>]
Sent: Tuesday, November 12, 2013 11:03 AM

To: Mithal, Malini; Ricci, Jane; Pozza, Duane
Subject: T-Mobile USA

Dear Malini, Jane, and Duane,

Yesterday, we sent by Fedex several copies of a white paper addressed to Reilly. You should be receiving them today.

Let me know if you have any questions.

Best,
Joel

Joel Winston
Hudson Cook, LLP
1020 19th Street NW
Suite 700
Washington DC 20036
202.327.9716
jwinston@hudco.com



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F



1020 19th Street, NW, 7th Floor, Washington, DC 20036
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 www.hudco.com

Offices in: California, Connecticut, Maine, Maryland, Massachusetts, Michigan, New York, Ohio, Oklahoma, Pennsylvania, Tennessee, Virginia and Washington, DC

Direct Dial: 202-327-9716
JWinston@hudco.com

CONFIDENTIAL

January 27, 2014

Brian Shull
 Jane Ricci
 Division of Financial Practices
 Bureau of Consumer Protection
 Federal Trade Commission
 600 Pennsylvania Avenue, N.W.
 Washington, D.C. 20580

Re: T-Mobile USA, Inc.

Dear Brian and Jane:

In response to your email request of January 17, please find below the descriptions of the five types of T-Mobile businesses that you identified.

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

Catharine S. Andricos †^	Jeffrey L. King **
Sharon J. Bangert **	Daniel J. Laudicina *
Michael A. Benoit †^	Wingrove S. Lynton *
Catherine M. Brennan †◊^	Joseph E. Mayk †■
Thomas J. Buiteweg ◊	Timothy P. Meredith †◊
A. James Chareq ◊<	Nicole F. Munro *
Dana F. Clarke †>*	Meghan S. Musselman *
Robert A. Cook *	L. Jean Noonan *
Patricia E.M. Covington **	Thomas P. Quinn, Jr. †
David S. Darland **^	Geoffrey C. Rogers ◊
Lisa C. DeLessio **^	Aline C. Ryan *
Lori A. Desjardins †*	Angela Maynard Shovein ◊+
Charles F. Dodge *	H. Blake Sims †*
Anne P. Fortney ^	Ryan S. Stinneford †*
Michael A. Goodman **	Clayton C. Swears ^
Ronald D. Gorsline ◊*	Alicia H. Tortarolo †
Justin B. Hosie ●*	Daniel O'C. Tracy, Jr. †*
Thomas B. Hudson **	Joel C. Winston ◊
Eric L. Johnson ◊	Elizabeth C. Yen >

Admitted in:

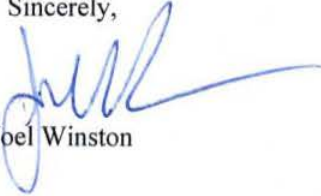
California †	Hawaii ▲	Massachusetts ♦	Ohio +
Connecticut >	Illinois ◊	Michigan ◊	Pennsylvania ▲
District of Columbia ^	Indiana <	New York ◊	Tennessee ♦
Florida ●	Maine ▽	New Jersey ■	Virginia **
Georgia ◊	Maryland =	Oklahoma ◊	Partner Emeritus ★

Brian Shull
Jane Ricci
January 27, 2014
Page 2

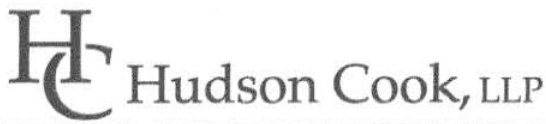
(b)(3)-21(f),(b)(3)-6(f),(b)(4)

Please let me know if you have any questions.

Sincerely,



Joel Winston



1020 19th Street, NW, 7th Floor, Washington, DC 20036
 (202) 223-6930 • Fax: (202) 223-6935
 www.hudco.com

Offices in: California, Connecticut, Maine, Maryland, Massachusetts, Michigan, New York, Ohio, Oklahoma, Pennsylvania, Tennessee, Virginia and Washington, DC

Direct Dial: 202-327-9716
JWinston@hudco.com

Catharine S. Andricos	†^	Jeffrey L. King	**
Sharon J. Bangert	^^	Daniel J. Laudicina	*
Michael A. Benoit	†^	Wingrove S. Lynton	^
Catherine M. Brennan	^o^A	Joseph E. Mayk	^■
Thomas J. Buiteweg	o	Timothy P. Meredith	†o
A. James Chareq	□<	Nicole F. Munro	*
Dana F. Clarke	†>♦	Meghan S. Musselman	*
Robert A. Cook	*	L. Jean Noonan	*
Patricia E.M. Covington	**	Thomas P. Quinn, Jr.	♦
David S. Darland	^^^	Geoffrey C. Rogers	o
Lisa C. DeLessio	^^^	Aline C. Ryan	*
Lori A. Desjardins	∇*	Angela Maynard Shovein	o+
Charles F. Dodge	*	H. Blake Sims	o^
Anne P. Fortney	^A	Ryan S. Stinneford	∇*
Michael A. Goodman	**	Clayton C. Swears	**
Ronald D. Gorsline	**	Alicia H. Tortarolo	**
Justin B. Hosie	o^	Daniel O'C. Tracy, Jr.	†
Thomas B. Hudson	o^	Joel C. Winston	o
Eric L. Johnson	□	Elizabeth C. Yen	>

Admitted in:

California	†	Hawaii	▲	Massachusetts	♦	Ohio	+
Connecticut	>	Illinois	□	Michigan	o	Pennsylvania	^
District of Columbia	^	Indiana	<	New York	o	Tennessee	♦
Florida	●	Maine	∇	New Jersey	■	Virginia	**
Georgia	o	Maryland	*	Oklahoma	□	Partner Emeritus	★

January 31, 2014

Brian Shull
 Division of Financial Practices
 Bureau of Consumer Protection
 Federal Trade Commission
 600 Pennsylvania Ave. NW
 Washington D.C. 20580

Re: T-Mobile USA, Inc.

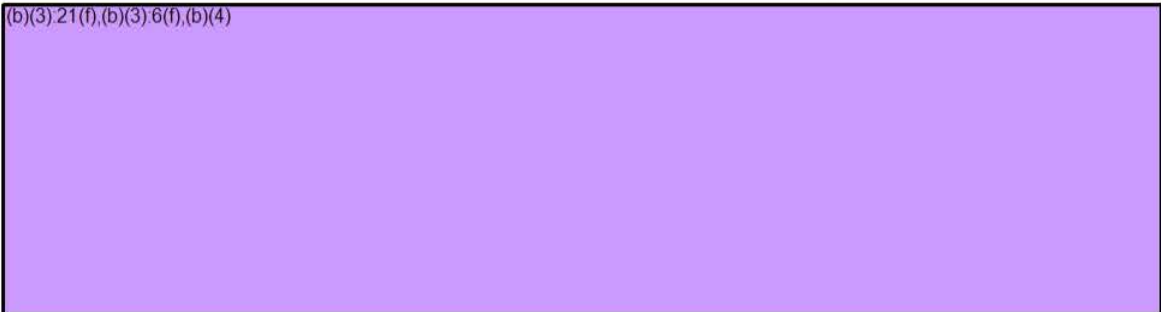
Dear Brian:

Please find below and attached T-Mobile's response to your January 17, 2014 request for additional information.

You requested the following data:

- Total PSMS charges made by T-Mobile broken down by year from 2009
- Total PSMS refunds granted by T-Mobile broken down by year from 2009
- Total PSMS refunds granted by third parties broken down by year from 2009

(b)(3);21(f),(b)(3);6(f),(b)(4)



Confidential

(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

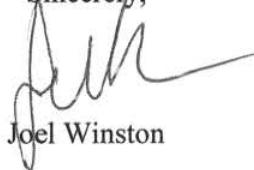
(b)(3):21(f),(b)(3):6(f),(b)(4)

(b)(3):21(f),(b)(3):6(f),(b)(4)

This information is attached.

Please let me know if you have any questions.

Sincerely,



Joel Winston

R

From: Shull, Brian [mailto:bshull@ftc.gov]
Sent: Thursday, June 12, 2014 4:29 PM
To: jwinston@hudco.com
Cc: Ricci, Jane; Eric Bash; Richard Hindman
Subject: Proposed FTC Order

Joel,

Please find attached the FTC's proposed order to settle the T-Mobile matter, as well as a Word version and a comparison of the current proposed order against the prior one we sent you in January for your convenience (although because we transformed the order into an admin order, the comparison is a bit unwieldy). As was mentioned on the call yesterday, the FCC's order will likely follow in the next day or so.

We did want to highlight that although Section V of our order does contain specifics of the proposed redress program, it does not currently contain the specifics of the joint counter-offer that we made on the phone yesterday.

To the extent that you would like to discuss, I would be happy to set up a call.

Brian

Brian Shull

Attorney, Division of Financial Practices

Federal Trade Commission

600 Pennsylvania Avenue, NW

Mailstop CC-10232

Washington, DC 20580

Phone: (202) 326-3720

Fax: (202) 326-3768

To: andrew.sacks@t-mobile.com[andrew.sacks@t-mobile.com]; jwinston@hudco.com[jwinston@hudco.com]
Cc: Dolan, Reilly[JDOLAN@ftc.gov]; Mithal, Malini[MMITHAL1@ftc.gov]; Ricci, Jane[jricci@ftc.gov];
eric.bash@fcc.gov[eric.bash@fcc.gov]; richard.hindman@fcc.gov[richard.hindman@fcc.gov]
From: Shull, Brian
Sent: Wed 6/25/2014 8:09:39 PM
Importance: Normal
Subject: Proposed T-Mobile Order draft
MAIL_RECEIVED: Wed 6/25/2014 8:09:00 PM
[Proposed order 6.25.14 8pm.docx](#)
[Redline.pdf](#)

Joel and Andy,

Attached is a new version of the proposed order as well as a redline against the prior version we sent you – I apologize if there are others I should be including on the “To” line. We would like to propose a call at 8:45 eastern time so that we can go over the edits we made with you. If that works for you, we can use the following call-in:

888-675-2535 (Call in Number)

Not an Agency Record

Brian

Brian Shull

Attorney, Division of Financial Practices

Federal Trade Commission

600 Pennsylvania Avenue, NW

Mailstop CC-10232

Washington, DC 20580

Phone: (202) 326-3720

Fax: (202) 326-3768

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

In the Matter of

T-MOBILE USA, INC.,
a Delaware corporation.

DOCKET NO. _____

AGREEMENT CONTAINING CONSENT ORDER

[This order is drafted as an administrative order solely for purposes of settlement negotiations. If settlement is not reached, any complaint that the Commission will file will be in federal district court.]

The Federal Trade Commission has conducted an investigation of certain acts and practices of T-Mobile USA, Inc., a Delaware corporation (“proposed respondent”). Proposed respondent, having been represented by counsel, is willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between proposed respondent, by its duly authorized officers, and counsel for the Federal Trade Commission, that:

1. Proposed respondent is a Delaware corporation with its principal office or place of business in Bellevue, Washington.
2. Proposed respondent neither admits nor denies any of the allegations in the draft complaint, except as specifically stated in this order. Only for purposes of this Consent Order or for purposes of construction, modification, and enforcement of this order, proposed respondent admits the facts the FTC deems necessary to establish jurisdiction.
3. The FTC and Federal Communications Commission assert that they have concurrent enforcement jurisdiction over mobile telephone companies’ billing and collection of third-party charges for non-telecommunications services.
4. Proposed respondent waives:
 - a. Any further procedural steps;
 - b. The requirement that the Commission’s decision contain a statement of findings of fact and conclusions of law; and

c. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.

5. This agreement shall not become a part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondent, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect as, and may be altered, modified, or set aside in the same manner as, and within the same time provided by statute for, other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondent's address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondent waives any right it may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of this order.

7. Proposed respondent has read the draft complaint and order. It understands that it may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

ORDER

DEFINITIONS

For the purpose of this order, the following definitions apply:

1. **"Account Holder"** means any individual or entity who is or was responsible for paying all charges associated with all lines on that individual's or entity's mobile phone account with Respondent.

2. **"Authorized User"** means any individual or entity who is or was authorized to use Respondent's mobile phone services.

3. **"Clear and Conspicuous"** or **"Clearly and Conspicuously"** means:

a. In textual communications (*e.g.*, words displayed on an electronic device, including, without limitations, cell phones, handheld devices, smartphones, tablets, laptop

computers, desktop computers, or any other device on which a software program, code, script, or other content can be downloaded, installed, or run), the required disclosures are of a type, size, and location sufficiently noticeable for an ordinary consumer to read and comprehend them, in print that contrasts highly with the background on which they appear, in the same language as the predominant language that is used in the communication, and visible without the need to scroll down or take any similar action, subject to the technological capabilities of the electronic device;

b. In communications disseminated orally or through audible means, the required disclosures are delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend them;

c. In communications disseminated through video means (*e.g.*, streaming video), the required disclosures are in writing in a form consistent with subparagraph (a) of this definition and appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend them; and

d. In all instances, the required disclosures are: (1) presented in an understandable language and syntax; and (2) include nothing contrary to, inconsistent with, or in mitigation of any other statements or disclosures used in any communication with the consumer.

4. **“Collectible Account Holder Debt”** means the amount owed to Respondent by an Account Holder whose accounts are not paid-in-full that Respondent owns and may legally take legal action to collect.

5. **“Commercial Third-Party Charge”** means a charge on a mobile phone account, other than for charitable and political donations or gifts that are voluntarily made without receiving, or expecting to receive, anything of equal value, for a product or service provided by a party other than Respondent. This definition does not include charges for (1) handset insurance and extended warranty products for which Respondent directly obtains the consumer’s authorization for the charge; and (2) Respondent’s branded and co-branded products for which Respondent directly obtains the consumer’s authorization for the charge.

6. **“Customer Redress Period”** means the twelve month period of time beginning on the date of service of this order.

7. **“Express, Informed Consent”** to a Commercial Third-Party Charge means an affirmative act by an Authorized User communicating authorization of the charge, either to Respondent or other party, made in response to and in close proximity to Clear and Conspicuous disclosure to the Authorized User of: (a) the product or service for which the charge is being incurred; (b) the name of the Third-Party Merchant providing the product or service; (c) the amount of the charge, including any recurring charges; and (d) the fact that the charge will appear on the Authorized User’s telephone bill or be deducted from pre-paid minutes. Express, Informed Consent is presumed if Respondent obtains authorization directly from the Authorized User made in response to and in close proximity to Clear and Conspicuous disclosure of items 5(a)-(d).

8. **“PSMS Charge”** means a Commercial Third-Party Charge for a good or service that is (a) created, marketed, or provided by a party other than Respondent, (b) provided using a five or six character short code, and (c) billed to a consumer’s mobile account.

9. **“Respondent”** means T-Mobile USA, Inc. and its successors and assigns.

10. **“Third-Party Charge”** means a charge for a product or service provided by a party other than Respondent.

11. **“Third-Party Merchant”** means an individual, business, or entity, other than Respondent, that purportedly provides products or services to mobile telephone users.

I.

IT IS ORDERED that Respondent and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division or other device, in connection with the advertising, marketing, promotion, offering for sale, or sale of Commercial Third-Party Charges, in or affecting commerce, shall not, in any manner, expressly or by implication:

A. Misrepresent that a Commercial Third-Party Charge appearing on a consumer’s phone bill is for Respondent’s products or services authorized by the consumer;

B. Represent that a consumer owes a Commercial Third-Party Charge unless Respondent clearly and conspicuously describes the product or service and the name of the Third-Party Merchant associated with the charge;

C. Misrepresent expressly or by implication, that Respondent cannot refund a Commercial Third-Party Charge or making any other misrepresentation relating to its dispute resolution process; and

D. Make any misrepresentation relating to any option offered by Respondent to block or prohibit Commercial Third-Party Charges.

II.

IT IS FURTHER ORDERED that Respondent and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from charging an Authorized User for a Commercial Third-Party Charge if Respondent knows or should know because of the relevant information and circumstances, including but not limited to consumer complaints, refund rates that are above the Respondent’s or industry’s average refund rates for Third-Party Charges, auditor alerts, third-party lawsuits, or any other means, that an Authorized User did not provide Express, Informed Consent to the charge.

III.

IT IS FURTHER ORDERED that Respondent and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from failing, after a consumer disputes a Commercial Third-Party Charge within three months of the last charge for a particular product or service, to commence and complete an investigation that is reasonably calculated to determine whether the Authorized User gave Express, Informed Consent to the disputed charge(s), including charges for the same product or service that were billed more than three months before the consumer dispute. Respondent shall inform the Authorized User that, during the investigation, the Authorized User is not obligated to pay the disputed charge(s), and that nonpayment of such charge(s) will not result in interest accrual or phone service termination or deduction of pre-paid minutes.

A. If Respondent reasonably concludes after the investigation that the Authorized User gave Express, Informed Consent to the disputed charge(s), Respondent shall promptly provide the Authorized User with the basis for its conclusion, including providing the Authorized User with any documentary or other evidence considered, and the name and contact information of the Third-Party Merchant that initiated the Commercial Third-Party Charge.

B. If Respondent reasonably concludes after the investigation that the Authorized User did not give Express, Informed Consent to the disputed charge(s), Respondent shall promptly provide the Authorized User with a full refund of the disputed charge(s).

Provided, however, that Respondent shall not be required to conduct such an investigation if it promptly refunds the Authorized User the full amount of the disputed charge(s).

IV.

IT IS FURTHER ORDERED that Respondent shall establish and implement within 90 days of service of this order, and thereafter maintain, a monitoring program that is reasonably designed to determine whether Authorized Users provide Express, Informed Consent to Commercial Third-Party Charges. Such a program shall include, but not be limited to:

A. Maintaining a list of Third-Party Merchants and associated individuals who have had a product or service terminated by Respondent; and

B. Tracking the following information:

1. Written complaints relating to Commercial Third-Party Charges and Third-Party Merchants;
2. Any complaints relating to unauthorized Commercial Third-Party Charges;

3. Refund requests made to Respondent relating to Commercial Third-Party Charges and Third-Party Merchants, and whether each request is granted or denied; and
4. Any other refund data that is received, either directly or indirectly, by Respondent relating to Commercial Third-Party Charges and Third-Party Merchants.

V.

IT IS FURTHER ORDERED that Respondent shall provide full refunds to Account Holders who have been charged by Respondent for unauthorized PSMS Charges from June 1, 2010 through the date of service of this order as follows:

A. Respondents shall provide prompt refunds to Account Holders for the full amount of any unauthorized PSMS Charge that has not already been fully refunded by Respondent or a Third-Party Merchant. Respondent shall refund no less than \$92 million (the “PSMS Charges Refund Amount”) for unauthorized PSMS Charges during the Customer Redress Period. For purposes of this Section V, a “prompt” refund means a refund provided within 14 days of a request for a refund of an unauthorized PSMS Charge.

B. To effectuate section V.A of this order:

- i. Respondent shall provide, within 90 days of service of this order and again between 180 and 210 days after service of this order, notice of the right to obtain refunds for unauthorized PSMS Charges to Account Holders who have been charged for a PSMS Charge that has not already been fully refunded by Respondent or a Third-Party Merchant. For current customers, Respondent shall provide notice using the medium that it uses to bill the Account Holder and through an SMS text message. *Provided, however,* that if the notice accompanies an Account Holder’s bill, the notice shall be the first page of the bill. For former customers, Respondent shall provide the notice by sending the notice via first-class mail to the Account Holder’s last known address and by email, to the extent Respondent has the Account Holder’s email address. Prior to mailing notices, Respondent shall update the addresses via the Postal Service’s National Change of Address database. The notice shall be in the form set forth in Appendix A and shall list a telephone number and the link to an online form that Account Holders can use to apply for refunds, *provided, however,* that at the request of an Account Holder, a hard-copy form must be provided without cost to the Account Holder;
- ii. Respondent shall promptly provide, upon request by an Account Holder, the total amount of PSMS Charges charged to the Account Holder that have not been fully refunded by Respondent or a Third-Party Merchant, the dates of such charges, and the Third-Party Merchant(s) initiating such charges;

- iii. Upon an Account Holder's affirmation that the Account Holder was charged for unauthorized PSMS Charges, Respondent shall provide prompt refunds to the Account Holder for the unauthorized PSMS Charges as follows:
1. For Account Holders with active accounts Respondent shall provide prompt refunds by a credit to the Account Holder's mobile account; *provided, however*, that Respondent shall Clearly and Conspicuously disclose to Account Holders that if they close their account with Respondent prior to Respondent issuing a credit, they will receive a prompt refund by check . For Account Holders with inactive accounts that are paid in full, Respondent shall provide prompt refunds by check. The determination of whether an Account Holder's mobile account is active or inactive shall be made at the time the refund is issued;
 2. For Account Holders whose inactive accounts are not paid in full, Respondent shall promptly reduce the outstanding balance of the account by the total amount of unauthorized PSMS Charges charged to the Account Holder that have not been fully refunded by Respondent or a Third-Party Merchant, provided that any such balance constitutes Collectible Account Holder Debt. Any such reduction to an outstanding balance pursuant to this subparagraph shall be counted towards the \$30 million cap in Section V.D. If the total amount of unauthorized PSMS Charges charged to the Account Holder exceeds the outstanding balance of the Account Holder's account, Respondent shall provide the Account Holder a check in the amount of the excess; and
- iv. Respondent shall ensure that Account Holders obtain full refunds of unauthorized PSMS Charges through a single form and shall not require Account Holders to challenge each PSMS Charge separately. Respondent shall not require consumers to require any documentation, waive any rights, meet any conditions, or impose any unnecessary or unreasonable burdens on Account Holders seeking refunds. *Provided, however*, for any unauthorized PSMS Charges that Respondent fully refunds to an Account Holder, the Account Holder's claim against Respondent with respect to the fully refunded charges will be deemed satisfied.

C. If after the expiration of the Customer Redress Period, Respondent has failed to refund the full PSMS Charges Refund Amount pursuant to sections V.A and V.B, Respondent may apply towards the PSMS Charges Refund Amount up to \$25 million of any fees, costs, penalties, or other payments to any other federal, state, or local government entity that, within 12 months of service of this order, is paid by Respondent as a result of any agreement or order related to unauthorized PSMS Charges with such federal, state, or local government entity, or as the result of a court order related to unauthorized PSMS Charges.

D. If, after applying any fees, costs, penalties, or other payments pursuant to section V.C, the PSMS Charges Refund Amount is not reached, Respondent may, at its discretion, apply towards the balance within 45 days of the end of the Customer Redress Period (a) any refunds granted to Account Holders who were charged a PSMS Charge for a good or service offered by a Third-Party Merchant that has been the subject of a federal or state law enforcement action and for which a full refund has not yet been provided by Respondent or a Third-Party Merchant, provided that any such refunds must be granted pro rata to all such Account Holders; or (b) any reductions in outstanding balances of inactive accounts of Account Holders up to a total of \$30 million, provided that any such balance constitutes Collectible Account Holder Debt and any such reduction shall not exceed the total amount of PSMS Charges charged to an Account Holder's account that have not been fully refunded by Respondent or a Third-Party Merchant. Any outstanding balance on the PSMS Charges Refund Amount after 45 days of the end of the Customer Redress Period shall be remitted to the Commission within 60 days of the end of the Customer Redress Period and shall not constitute a penalty.

E. All money paid to the Commission pursuant section V.D of this order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Respondent's practices alleged in the Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Respondent has no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

F. If Respondent has reported to any consumer reporting agency an outstanding balance of an Account Holder's inactive account, Respondent shall furnish correct account information to that consumer reporting agency or cease reporting the account within 30 days of any reduction in the outstanding balance of the account pursuant to sections V.B.iii or V.D of this order.

G. Within 75 days of the end of the Customer Redress Period, Respondent shall provide the Commission with records sufficient to show the notification provided by Respondent to Account Holders of the right to full refunds of unauthorized PSMS Charges, the refunds requested and paid to Account Holders during the Customer Redress Period, any payments to federal, state, or local government entities that Respondent applied to the PSMS Charges Refund Amount pursuant to section V.C, that all outstanding balances of inactive accounts that were reduced pursuant to sections V.B.iii or V.D constituted Collectible Account Holder Debt, any notifications required by Section V.E have been made, and any requests that were denied due to a prior full refund or any other reason.

H. Respondent relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this order and may not seek the return of any assets.

I. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission, including in a proceeding to

enforce its rights to any payment or monetary judgment pursuant to this order, such as a non-dischargeability complaint in any bankruptcy case.

J. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this order will have collateral estoppel effect for such purposes.

K. Respondent acknowledges that its Taxpayer Identification Numbers, which Respondent must submit to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this order, in accordance with 31 U.S.C. § 7701.

VI.

IT IS FURTHER ORDERED that Respondent and its successors and assigns, for five years after the date of issuance of this order, shall maintain and upon request make available to the Federal Trade Commission business records demonstrating their compliance with the terms and provisions of this order, including but not limited to:

A. Accounting records showing the revenues associated with all Commercial Third-Party Charges, all costs incurred in generating those revenues, and the resulting net profit or loss;

B. Personnel records showing, for each person providing supervisory services relating to the Commercial Third-Party Charges, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title(s) or position(s); dates of service; and, if applicable, the reason for termination;

C. Records of all consumers complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;

D. A list of Third-Party Merchants who have had a product or service terminated by Respondent and all known associated individuals;

E. A copy of each advertisement or other marketing material related to Commercial Third-Party Charges that is created, used, or received by Respondent; and

F. All records necessary to demonstrate full compliance with each provision of this order, including all submissions to the Commission.

VII.

IT IS FURTHER ORDERED that Respondent and its successors and assigns shall deliver a copy of this order to all current and future principals, officers, directors, and to all managers, current and future employees, agents, and representatives having supervisory responsibilities with respect to charging consumers for Commercial Third-Party Charges, and any business entity resulting from any change in structure set forth in Part VIII, and shall secure from each such person a signed and dated statement acknowledging receipt of the order. Respondent shall deliver this order to current personnel within thirty days after the date of

service of this order, and to future personnel within thirty days after the person assumes such position or responsibilities.

VIII.

IT IS FURTHER ORDERED that Respondent and its successors and assigns shall notify the Commission at least thirty days prior to any change in the corporation that may affect compliance obligations arising under this order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. *Provided, however*, that, with respect to any proposed change in the corporation about which respondent learns less than thirty days prior to the date such action is to take place, respondents shall notify the Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall be emailed to Debrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: In re T-Mobile USA, Inc.

IX.

IT IS FURTHER ORDERED that Respondent and its successors and assigns, within sixty days after the date of service of this order, shall file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of its own compliance with this order. Within ten days of receipt of written notice from a representative of the Commission, it shall submit additional true and accurate written reports.

X.

This order will terminate twenty years from the date of its issuance, or twenty years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that Respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the

complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

APPENDIX A

To be revised

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

In the Matter of

T-MOBILE USA, INC.,
a Delaware corporation.

DOCKET NO. _____

AGREEMENT CONTAINING CONSENT ORDER

[This order is drafted as an administrative order solely for purposes of settlement negotiations. If settlement is not reached, any complaint that the Commission will file will be in federal district court.]

The Federal Trade Commission has conducted an investigation of certain acts and practices of T-Mobile USA, Inc., a Delaware corporation ("proposed respondent"). Proposed respondent, having been represented by counsel, is willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between proposed respondent, by its duly authorized officers, and counsel for the Federal Trade Commission, that:

1. Proposed respondent is a Delaware corporation with its principal office or place of business in Bellevue, Washington.
2. Proposed respondent neither admits nor denies any of the allegations in the draft complaint, except as specifically stated in this order. Only for purposes of this Consent Order or for purposes of construction, modification, and enforcement of this order, proposed respondent admits the facts the FTC deems necessary to establish jurisdiction.
3. The FTC and Federal Communications Commission assert that they have concurrent enforcement jurisdiction over mobile telephone companies' billing and collection of third-party charges for non-telecommunications services.
4. Proposed respondent waives:
 - a. Any further procedural steps;
 - b. The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law; and

c. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.

5. This agreement shall not become a part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondent, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect as, and may be altered, modified, or set aside in the same manner as, and within the same time provided by statute for, other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondent's address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondent waives any right it may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of this order.

7. Proposed respondent has read the draft complaint and order. It understands that it may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

ORDER

DEFINITIONS

For the purpose of this order, the following definitions apply:

1. **"Account Holder"** means any individual or entity who is or was responsible for paying all charges associated with all lines on that individual's or entity's mobile phone account with Respondent.

2. **"Authorized User"** means any individual or entity who is or was authorized to use Respondent's mobile phone services.

3. **"Clear and Conspicuous"** or **"Clearly and Conspicuously"** means:

a. In textual communications (*e.g.*, words displayed on an electronic device, including, without limitations, cell phones, handheld devices, smartphones, tablets, laptop computers, desktop computers, or any other device on which a software program, code,

script, or other content can be downloaded, installed, or run), the required disclosures are of a type, size, and location sufficiently noticeable for an ordinary consumer to read and comprehend them, in print that contrasts highly with the background on which they appear, in the same language as the predominant language that is used in the communication, and visible without the need to scroll down or take any similar action, subject to the technological capabilities of the electronic device;

b. In communications disseminated orally or through audible means, the required disclosures are delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend them;

c. In communications disseminated through video means (e.g., streaming video), the required disclosures are in writing in a form consistent with subparagraph (a) of this definition and appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend them; and

d. In all instances, the required disclosures are: (1) presented in an understandable language and syntax; and (2) include nothing contrary to, inconsistent with, or in mitigation of any other statements or disclosures used in any communication with the consumer.

4. **“Collectible Account Holder Debt”** means the amount owed to Respondent by an Account Holder whose accounts are not paid-in-full that Respondent owns and may legally take legal action to collect.

5. **“Commercial Third-Party Charge”** means a charge on a mobile phone account, other than for charitable and political donations or gifts that are voluntarily made without receiving, or expecting to receive, anything of equal value, for a product or service provided by a party other than Respondent. This definition does not include charges for (1) handset insurance and extended warranty products for which Respondent directly obtains the consumer’s authorization for the charge; and (2) Respondent’s branded and co-branded products for which Respondent directly obtains the consumer’s authorization for the charge.

6. **“Customer Redress Period”** means the twelve month period of time beginning on the date of service of this order.

7. **“Express, Informed Consent”** to a Commercial Third-Party Charge means an affirmative act by an Authorized User communicating authorization of the charge, either to Respondent or other party, made in response to and in close proximity to Clear and Conspicuous disclosure to the Authorized User of: (a) the product or service for which the charge is being incurred; (b) the name of the Third-Party Merchant providing the product or service; (c) the amount of the charge, including any recurring charges; and (d) the fact that the charge will appear on the Authorized User’s telephone bill or be deducted from pre-paid minutes. Express, Informed Consent is presumed if Respondent obtains authorization directly from the Authorized User made in response to and in close proximity to Clear and Conspicuous disclosure of items 5(a)-(d).

8. **"PSMS Charge"** means a Commercial Third-Party Charge for a good or service that is (a) created, marketed, or provided by a party other than Respondent, (b) provided using a five or six character short code, and (c) billed to a consumer's mobile account.

9. **"Respondent"** means T-Mobile USA, Inc. and its successors and assigns.

10. **"Third-Party Charge"** means a charge for a product or service provided by a party other than Respondent.

11. **"Third-Party Merchant"** means an individual, business, or entity, other than Respondent, that purportedly provides products or services to mobile telephone users.

I.

IT IS ORDERED that Respondent and its officers, agents, representatives, and employees, directly or ~~indirectly~~through any corporation, subsidiary, division or other device, in connection with the advertising, marketing, promotion, offering for sale, or sale of Commercial Third-Party Charges, in or affecting commerce, shall not, in any manner, expressly or by implication:

A. Misrepresent that a Commercial Third-Party Charge appearing on a consumer's phone bill is for Respondent's products or services authorized by the consumer;

B. Represent that a consumer owes a Commercial Third-Party Charge unless Respondent clearly and conspicuously describes the product or service and the name of the Third-Party Merchant associated with the charge;

C. Misrepresent expressly or by implication, that Respondent cannot refund a Commercial Third-Party Charge or making any other misrepresentation relating to its dispute resolution process; and

D. Make any misrepresentation relating to any option offered by Respondent to block or prohibit Commercial Third-Party Charges.

II.

IT IS FURTHER ORDERED that Respondent and its officers, agents, representatives, and employees, directly or ~~indirectly~~through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from charging an Authorized User for a Commercial Third-Party Charge if Respondent knows or should know because of the relevant information and circumstances, including but not limited to consumer complaints, refund rates that are above the Respondent's or industry's average refund rates for Third-Party Charges, auditor alerts, third-party lawsuits, or any other means, that an Authorized User did not provide Express, Informed Consent to the charge.

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III.

IT IS FURTHER ORDERED that Respondent and its officers, agents, representatives, and employees, directly or ~~indirectly~~ through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from failing, after a consumer disputes a Commercial Third-Party Charge within three months of the last charge for a particular product or service, to commence and complete an investigation that is reasonably calculated to determine whether the Authorized User gave Express, Informed Consent to the disputed charge(s), including charges for the same product or service that were billed more than three months before the consumer dispute. Respondent shall inform the Authorized User that, during the investigation, the Authorized User is not obligated to pay the disputed charge(s), and that nonpayment of such charge(s) will not result in interest accrual or phone service termination or deduction of pre-paid minutes.

A. If Respondent reasonably concludes after the investigation that the Authorized User gave Express, Informed Consent to the disputed charge(s), Respondent shall promptly provide the Authorized User with the basis for its conclusion, including providing the Authorized User with any documentary or other evidence considered, and the name and contact information of the Third-Party Merchant that initiated the Commercial Third-Party Charge.

B. If Respondent reasonably concludes after the investigation that the Authorized User did not give Express, Informed Consent to the disputed charge(s), Respondent shall promptly provide the Authorized User with a full refund of the disputed charge(s).

Provided, however, that Respondent shall not be required to conduct such an investigation if it promptly refunds the Authorized User the full amount of the disputed charge(s).

IV.

IT IS FURTHER ORDERED that Respondent shall establish and implement within 90 days of service of this order, and thereafter maintain, a monitoring program that is reasonably designed to determine whether Authorized Users provide Express, Informed Consent to Commercial Third-Party Charges. Such a program shall include, but not be limited to:

A. Maintaining a list of Third-Party Merchants and associated individuals who have had a product or service terminated by Respondent; and

B. Tracking the following information:

1. Written complaints relating to Commercial Third-Party Charges and Third-Party Merchants;
2. Any complaints relating to unauthorized Commercial Third-Party Charges;

3. Refund requests made to Respondent relating to Commercial Third-Party Charges and Third-Party Merchants, and whether each request is granted or denied; and

B-4 Any other refund data that is received, either directly or indirectly, by Respondent relating to Commercial Third-Party Charges and Third-Party Merchants.

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V.

IT IS FURTHER ORDERED that Respondent shall provide full refunds to Account Holders who have been charged by Respondent for unauthorized PSMS Charges from June 1, 2010 through the date of service of this order as follows:

A. Respondents shall provide prompt refunds to Account Holders for the full amount of any unauthorized PSMS Charge that has not already been fully refunded by Respondent or a Third-Party Merchant. Respondent shall refund no less than \$92 million (the "PSMS Charges Refund Amount") for unauthorized PSMS Charges during the Customer Redress Period. For purposes of this Section V, a "prompt" refund means a refund provided within 14 days of a request for a refund of an unauthorized PSMS Charge.

B. To effectuate section V.A of this order:

i. ~~Respondent shall provide, within 3090 days of service of this order, by email and text message, again between 180 and 210 days after service of this order, notice of the right to full obtain refunds of for unauthorized PSMS Charges, as set forth in Appendix A, to Account Holders who have been charged by Respondent for a PSMS Charge and have not received a full refund of the charge. If that has not already been fully refunded by Respondent or a Third-Party Merchant. For current customers, Respondent does not have both shall provide notice using the medium that it uses to bill the Account Holder and through an SMS text message. Provided, however, that if the notice accompanies an Account Holder's current email address and mobile phone number bill, the notice shall be the first page of the bill. For former customers, Respondent also shall provide the Account Holder with notice, as set forth in Appendix A, notice by sending the notice via first-class mail to the Account Holder's last known address by first class mail. As set forth in Appendix A, the text, email, and first class mail notice shall and by email, to the extent Respondent has the Account Holder's email address. Prior to mailing notices, Respondent shall update the addresses via the Postal Service's National Change of Address database. The notice shall be in the form set forth in Appendix A and shall list a telephone number and the link for to an online form which consumers that Account Holders can use to obtain apply for refunds;~~

ii. ~~Between 150 days and 180 days of service of this order, Respondent shall provide by the same means as the notice, provided in Section V.B.i,~~

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~~however, that at the request of an Account Holder, a second notice of the right to full refunds of unauthorized PSMS Charges, as set forth in Appendix A, to Account Holders who have been charged by Respondent for a PSMS Charge and have not received a full refund of the charges; hard-copy form must be provided without cost to the Account Holder.~~

ii. Respondent shall promptly ~~inform~~ provide, upon ~~being contacted~~ request by an Account Holder, ~~the Account Holder~~ of the total amount of PSMS Charges charged to the Account Holder that have not been fully refunded by Respondent or a Third-Party Merchant, the dates of such charges, and the Third-Party Merchant(s) initiating such charges;

iii. Upon an Account Holder's affirmation that the Account Holder was charged for unauthorized PSMS Charges, Respondent shall provide prompt refunds to the Account Holder for the unauthorized PSMS Charges as follows:

iv.1. For Account Holders with active accounts ~~or~~ Respondent shall provide prompt refunds by a credit to the Account Holder's mobile account; *provided, however, that Respondent shall clearly and conspicuously disclose to Account Holders that if they close their account with Respondent prior to Respondent issuing a credit, they will receive a prompt refund by check.* For Account Holders with inactive accounts that are paid in full, Respondent shall provide ~~refunds by a credit to the Account Holder's mobile account or by check within 7 days. Provided, however, that Respondent shall provide the refund~~ prompt refunds by check upon request by the Account Holder within 7 days. The determination of whether an Account Holder's mobile account is active or inactive shall be made at the time the refund is issued;

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iv.2. For Account Holders whose inactive accounts are not paid in full, Respondent shall promptly reduce the outstanding balance of the account ~~within 7 days~~ by the total amount of unauthorized PSMS Charges charged to the Account Holder that have not been fully refunded by Respondent or a Third-Party Merchant, provided that any such balance constitutes Collectible Account Holder Debt. Any such reduction to an outstanding balance pursuant to this subparagraph shall be counted towards the \$30 million cap in Section V.D. If the total amount of unauthorized PSMS Charges charged to the Account Holder exceeds the outstanding balance of the Account Holder's account, Respondent shall provide the Account Holder a check in the amount of the excess; and

iv.3. Respondent shall ensure that Account Holders obtain full refunds of unauthorized PSMS Charges ~~in a single phone call or~~ through a single online form and shall not require Account Holders to challenge each

PSMS Charge separately. Respondent shall not require consumers to require any documentation, waive any rights, meet any conditions, or impose any unnecessary or unreasonable burdens on Account Holders seeking refunds. Provided, however, for any unauthorized PSMS Charges that Respondent fully refunds to an Account Holder, the Account Holder's claim against Respondent with respect to the fully refunded charges will be deemed satisfied.

C. If after the expiration of the Customer Redress Period, Respondent has failed to refund the full PSMS Charges Refund Amount pursuant to sections V.A and V.B, Respondent may apply towards the PSMS Charges Refund Amount up to \$25 million of any fees, costs, penalties, or other payments to any other federal, state, or local government entity that, within 12 months of service of this order, is paid by Respondent as a result of any agreement or order related to unauthorized PSMS Charges with such federal, state, or local government entity, or as the result of a court order related to unauthorized PSMS Charges.

D. If, after applying any fees, costs, penalties, or other payments pursuant to section V.C, the PSMS Charges Refund Amount is not reached, Respondent may, at its discretion, apply towards the balance within 45 days of the end of the Customer Redress Period (a) any refunds granted to Account Holders who were charged a PSMS Charge for a good or service offered by a Third-Party Merchant that has been the subject of a federal or state law enforcement action and for which a full refund has not yet been provided by Respondent or a Third-Party Merchant, provided that any such refunds must be granted pro rata to all such Account Holders; or (b) any reductions in outstanding balances of inactive accounts of Account Holders up to a total of \$30 million, provided that any such balance constitutes Collectible Account Holder Debt and any such reduction shall not exceed the total amount of PSMS Charges charged to an Account Holder's account that have not been fully refunded by Respondent or a Third-Party Merchant. Any outstanding balance on the PSMS Charges Refund Amount after 45 days of the end of the Customer Redress Period shall be remitted to the Commission within 60 days of the end of the Customer Redress Period and shall not constitute a penalty.

E. All money paid to the Commission pursuant section V.D of this order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Respondent's practices alleged in the Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Respondent has no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

F. If Respondent has reported to any consumer reporting agency an outstanding balance of an Account Holder's inactive account, Respondent shall furnish correct account information to that consumer reporting agency or cease reporting the account within 30 days of any reduction in the outstanding balance of the account pursuant to sections V.B. ~~iv~~ or V.D of this order.

G. Within 75 days of the end of the Customer Redress Period, Respondent shall provide the Commission with records sufficient to show the notification provided by Respondent to Account Holders of the right to full refunds of unauthorized PSMS Charges, the refunds requested and paid to Account Holders during the Customer Redress Period, any payments to federal, state, or local government entities that Respondent applied to the PSMS Charges Refund Amount pursuant to section V.C, that all outstanding balances of inactive accounts that were reduced pursuant to sections V.B.iii or V.D constituted Collectible Account Holder Debt, any notifications required by Section V.E have been made, and any requests that were denied due to a prior full refund or any other reason.

H. Respondent relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this order and may not seek the return of any assets.

I. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this order, such as a non-dischargeability complaint in any bankruptcy case.

J. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this order will have collateral estoppel effect for such purposes.

K. Respondent acknowledges that its Taxpayer Identification Numbers, which Respondent must submit to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this order, in accordance with 31 U.S.C. § 7701.

VI.

IT IS FURTHER ORDERED that Respondent and its successors and assigns, for five years after the date of issuance of this order, shall maintain and upon request make available to the Federal Trade Commission business records demonstrating their compliance with the terms and provisions of this order, including but not limited to:

A. Accounting records showing the revenues associated with all Commercial Third-Party Charges, all costs incurred in generating those revenues, and the resulting net profit or loss;

B. Personnel records showing, for each person providing supervisory services relating to the Commercial Third-Party Charges, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title(s) or position(s); dates of service; and, if applicable, the reason for termination;

C. Records of all consumers complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;

D. A list of Third-Party Merchants who have had a product or service terminated by Respondent and all known associated individuals;

E. A copy of each advertisement or other marketing material related to Commercial Third-Party Charges that is created, used, or received by Respondent; and

F. All records necessary to demonstrate full compliance with each provision of this order, including all submissions to the Commission.

VII.

IT IS FURTHER ORDERED that Respondent and its successors and assigns shall deliver a copy of this order to all current and future principals, officers, directors, and to all managers, ~~all~~ current and future employees, agents, and representatives having supervisory responsibilities with respect to charging consumers for Commercial Third-Party Charges, and any business entity resulting from any change in structure set forth in Part VIII, and shall secure from each such person a signed and dated statement acknowledging receipt of the order. Respondent shall deliver this order to current personnel within thirty days after the date of service of this order, and to future personnel within thirty days after the person assumes such position or responsibilities.

VIII.

IT IS FURTHER ORDERED that Respondent and its successors and assigns shall notify the Commission at least thirty days prior to any change in the corporation that may affect compliance obligations arising under this order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. *Provided, however*, that, with respect to any proposed change in the corporation about which respondent learns less than thirty days prior to the date such action is to take place, respondents shall notify the Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall be emailed to Debrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: In re T-Mobile USA, Inc.

IX.

IT IS FURTHER ORDERED that Respondent and its successors and assigns, within sixty days after the date of service of this order, shall file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of its own compliance with this order. Within ten days of receipt of written notice from a representative of the Commission, it shall submit additional true and accurate written reports.

X.

This order will terminate twenty years from the date of its issuance, or twenty years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the

order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that Respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

APPENDIX A

To be revised

To: Shull, Brian[bshull@ftc.gov]
Cc: McCall, Rachel[Rachel.McCall@t-mobile.com]; Buckland, Laura[Laura.Buckland@t-mobile.com]
From: Sacks, Andrew
Sent: Sat 6/28/2014 2:28:24 PM
Importance: Normal
Subject: FW: FTC - TMUS Redlines of Section V
MAIL_RECEIVED: Sat 6/28/2014 2:28:55 PM
[Proposed order 6 28 14 TMUS Redlines.docx](#)

Speak to you shortly.

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

In the Matter of

T-MOBILE USA, INC.,
a Delaware corporation.

DOCKET NO. _____

AGREEMENT CONTAINING CONSENT ORDER

[This order is drafted as an administrative order solely for purposes of settlement negotiations. If settlement is not reached, any complaint that the Commission will file will be in federal district court.]

The Federal Trade Commission has conducted an investigation of certain acts and practices of T-Mobile USA, Inc., a Delaware corporation (“proposed respondent”). Proposed respondent, having been represented by counsel, is willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between proposed respondent, by its duly authorized officers, and counsel for the Federal Trade Commission, that:

1. Proposed respondent is a Delaware corporation with its principal office or place of business in Bellevue, Washington.
2. Proposed respondent neither admits nor denies any of the allegations in the draft complaint, except as specifically stated in this order. Only for purposes of this Consent Order or for purposes of construction, modification, and enforcement of this order, proposed respondent admits the facts the FTC deems necessary to establish jurisdiction.
3. The FTC and Federal Communications Commission assert that they have concurrent enforcement jurisdiction over mobile telephone companies’ billing and collection of third-party charges for non-telecommunications services.
4. Proposed respondent waives:
 - a. Any further procedural steps;
 - b. The requirement that the Commission’s decision contain a statement of findings of fact and conclusions of law; and

c. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.

5. This agreement shall not become a part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondent, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect as, and may be altered, modified, or set aside in the same manner as, and within the same time provided by statute for, other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondent's address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondent waives any right it may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of this order.

7. Proposed respondent has read the draft complaint and order. It understands that it may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

ORDER

DEFINITIONS

For the purpose of this order, the following definitions apply:

1. **"Account Holder"** means any individual or entity who is or was responsible for paying all charges associated with all lines on that individual's or entity's mobile phone account with Respondent.

2. **"Authorized User"** means any individual or entity who is or was authorized to use Respondent's mobile phone services.

3. **"Clear and Conspicuous"** or **"Clearly and Conspicuously"** means:

a. In textual communications (*e.g.*, words displayed on an electronic device, including, without limitations, cell phones, handheld devices, smartphones, tablets, laptop

computers, desktop computers, or any other device on which a software program, code, script, or other content can be downloaded, installed, or run), the required disclosures are of a type, size, and location sufficiently noticeable for an ordinary consumer to read and comprehend them, in print that contrasts highly with the background on which they appear, in the same language as the predominant language that is used in the communication, and visible without the need to scroll down or take any similar action, subject to the technological capabilities of the electronic device;

b. In communications disseminated orally or through audible means, the required disclosures are delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend them;

c. In communications disseminated through video means (*e.g.*, streaming video), the required disclosures are in writing in a form consistent with subparagraph (a) of this definition and appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend them; and

d. In all instances, the required disclosures are: (1) presented in an understandable language and syntax; and (2) include nothing contrary to, inconsistent with, or in mitigation of any other statements or disclosures used in any communication with the consumer.

4. **“Collectible Account Holder Debt”** means the amount owed to Respondent by an Account Holder whose accounts are not paid-in-full that Respondent owns and may legally take legal action to collect.

5. **“Commercial Third-Party Charge”** means a charge on a mobile phone account, other than for charitable and political donations or gifts that are voluntarily made without receiving, or expecting to receive, anything of equal value, for a product or service provided by a party other than Respondent. This definition does not include charges for (1) handset insurance and extended warranty products for which Respondent directly obtains the consumer’s authorization for the charge; and (2) Respondent’s branded and co-branded products for which Respondent directly obtains the consumer’s authorization for the charge.

6. **“Customer Redress Period”** means the twelve month period of time beginning on the date of service of this order.

7. **“Express, Informed Consent”** to a Commercial Third-Party Charge means an affirmative act by an Authorized User communicating authorization of the charge, either to Respondent or other party, made in response to and in close proximity to Clear and Conspicuous disclosure to the Authorized User of: (a) the product or service for which the charge is being incurred; (b) the name of the Third-Party Merchant providing the product or service; (c) the amount of the charge, including any recurring charges; and (d) the fact that the charge will appear on the Authorized User’s telephone bill or be deducted from pre-paid minutes. Express, Informed Consent is presumed if Respondent obtains authorization directly from the Authorized User made in response to and in close proximity to Clear and Conspicuous disclosure of items 5(a)-(d).

8. **“PSMS Charge”** means a Commercial Third-Party Charge for a good or service that is (a) created, marketed, or provided by a party other than Respondent, (b) provided using a five or six character short code, and (c) billed to a consumer’s mobile account.

9. **“Respondent”** means T-Mobile USA, Inc. and its successors and assigns.

10. **“Third-Party Charge”** means a charge for a product or service provided by a party other than Respondent.

11. **“Third-Party Merchant”** means an individual, business, or entity, other than Respondent, that purportedly provides products or services to mobile telephone users.

I.

IT IS ORDERED that Respondent and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division or other device, in connection with the advertising, marketing, promotion, offering for sale, or sale of Commercial Third-Party Charges, in or affecting commerce, shall not, in any manner, expressly or by implication:

A. Misrepresent that a Commercial Third-Party Charge appearing on a consumer’s phone bill is for Respondent’s products or services authorized by the consumer;

B. Represent that a consumer owes a Commercial Third-Party Charge unless Respondent clearly and conspicuously describes the product or service and the name of the Third-Party Merchant associated with the charge;

C. Misrepresent expressly or by implication, that Respondent cannot refund a Commercial Third-Party Charge or making any other misrepresentation relating to its dispute resolution process; and

D. Make any misrepresentation relating to any option offered by Respondent to block or prohibit Commercial Third-Party Charges.

II.

IT IS FURTHER ORDERED that Respondent and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from charging an Authorized User for a Commercial Third-Party Charge if Respondent knows or should know because of the relevant information and circumstances, including but not limited to consumer complaints, refund rates that are above the Respondent’s or industry’s average refund rates for Third-Party Charges, auditor alerts, third-party lawsuits, or any other means, that an Authorized User did not provide Express, Informed Consent to the charge.

III.

IT IS FURTHER ORDERED that Respondent and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from failing, after a consumer disputes a Commercial Third-Party Charge within three months of the last charge for a particular product or service, to commence and complete an investigation that is reasonably calculated to determine whether the Authorized User gave Express, Informed Consent to the disputed charge(s), including charges for the same product or service that were billed more than three months before the consumer dispute. Respondent shall inform the Authorized User that, during the investigation, the Authorized User is not obligated to pay the disputed charge(s), and that nonpayment of such charge(s) will not result in interest accrual or phone service termination or deduction of pre-paid minutes.

A. If Respondent reasonably concludes after the investigation that the Authorized User gave Express, Informed Consent to the disputed charge(s), Respondent shall promptly provide the Authorized User with the basis for its conclusion, including providing the Authorized User with any documentary or other evidence considered, and the name and contact information of the Third-Party Merchant that initiated the Commercial Third-Party Charge.

B. If Respondent reasonably concludes after the investigation that the Authorized User did not give Express, Informed Consent to the disputed charge(s), Respondent shall promptly provide the Authorized User with a full refund of the disputed charge(s).

Provided, however, that Respondent shall not be required to conduct such an investigation if it promptly refunds the Authorized User the full amount of the disputed charge(s).

IV.

IT IS FURTHER ORDERED that Respondent shall establish and implement within 90 days of service of this order, and thereafter maintain, a monitoring program that is reasonably designed to determine whether Authorized Users provide Express, Informed Consent to Commercial Third-Party Charges. Such a program shall include, but not be limited to:

A. Maintaining a list of Third-Party Merchants and associated individuals who have had a product or service terminated by Respondent; and

B. Tracking the following information:

1. Written complaints relating to Commercial Third-Party Charges and Third-Party Merchants;
2. Any complaints relating to unauthorized Commercial Third-Party Charges;

3. Refund requests made to Respondent relating to Commercial Third-Party Charges and Third-Party Merchants, and whether each request is granted or denied; and
4. Any other refund data that is received, either directly or indirectly, by Respondent relating to Commercial Third-Party Charges and Third-Party Merchants.

V.

IT IS FURTHER ORDERED that Respondent shall provide full refunds to Account Holders who have been charged by Respondent for unauthorized PSMS Charges from June 1, 2010 through the date of service of this order as follows:

A. Respondents shall provide prompt refunds to Account Holders for the full amount of any unauthorized PSMS Charge that has not already been fully refunded by Respondent or a Third-Party Merchant. Respondent shall refund no less than \$__ million (the "PSMS Charges Refund Amount") for unauthorized PSMS Charges during the Customer Redress Period. For purposes of this Section V, a "prompt" refund means a refund provided within 60 days of receiving a completed and valid claim form for a refund of an unauthorized PSMS Charge.

B. To effectuate section V.A of this order:

- i. Respondent shall provide, within 90 days of service of this order notice of the right to obtain refunds for unauthorized PSMS Charges to Account Holders who have been charged for a PSMS Charge that has not already been fully refunded by Respondent or a Third-Party Merchant. For current customers, Respondent shall provide notice using the medium that it uses to bill the Account Holder and through an SMS text message once within 90 days of service of this order and again in the following bill cycle. For former customers, Respondent shall provide the notice by sending the notice via first-class mail to the Account Holder's last known address. Prior to mailing notices, Respondent shall update the addresses via the Postal Service's National Change of Address database. The notices shall include the information set forth in Appendix A and shall list a telephone number and the link to an online form that Account Holders can use to apply for refunds, *provided, however*, that at the request of an Account Holder, a hard-copy form must be provided without cost to the Account Holder;
- ii. Respondent shall promptly provide, upon request by an Account Holder, the total amount of PSMS Charges charged to the Account Holder that have not been fully refunded by Respondent or a Third-Party Merchant, the dates of such charges, and the Third-Party Merchant(s) initiating such charges;

iii. Upon an Account Holder's affirmation that the Account Holder was charged for unauthorized PSMS Charges, Respondent shall provide prompt refunds to the Account Holder for the unauthorized PSMS Charges as follows:

1. For Account Holders with active accounts Respondent shall provide prompt refunds by a credit to the Account Holder's mobile account; *provided, however*, that Respondent shall Clearly and Conspicuously disclose to Account Holders that in the event they close their account with Respondent prior to Respondent issuing a credit, they will receive a prompt refund by check. For Account Holders with inactive accounts that are paid in full, Respondent shall provide prompt refunds by check. The determination of whether an Account Holder's mobile account is active or inactive shall be made at the time the refund is issued;
2. For Account Holders whose inactive accounts are not paid in full, Respondent shall promptly reduce the outstanding balance of the account by the total amount of unauthorized PSMS Charges as identified by the Account Holder on the claim form that have not been fully refunded by Respondent or a Third-Party Merchant, provided that any such balance constitutes Collectible Account Holder Debt. Any such reduction to an outstanding balance pursuant to this subparagraph shall be counted towards the amount of permissible credits against the Remaining Balance in Section V.D. If the total amount of unauthorized PSMS Charges identified by the Account Holder on the claim form exceeds the outstanding balance of the Account Holder's account, Respondent shall provide the Account Holder a check in the amount of the excess; and

iv. Respondent shall ensure that Account Holders obtain refunds of unauthorized PSMS Charges through a single form and shall not require Account Holders to challenge each PSMS Charge separately. Respondent shall not require Account Holders to require any documentation (other than a complete and valid claim form), waive any rights, meet any conditions, or impose any unnecessary or unreasonable burdens on Account Holders seeking refunds. *Provided, however*, for any unauthorized PSMS Charges that Respondent fully refunds to, or credits against the debt of, an Account Holder, the Account Holder's claim against Respondent with respect to the fully refunded charges will be deemed satisfied.

C. If after the expiration of the Customer Redress Period, Respondent has failed to refund the full PSMS Charges Refund Amount pursuant to sections V.A and V.B, Respondent may apply towards the PSMS Charges Refund Amount up to \$___ million of any fees, costs, penalties, or other payments to any other federal, state, or local government entity that, within 12

months of service of this order, is paid by Respondent as a result of any agreement or order related to unauthorized PSMS Charges with such federal, state, or local government entity, or as the result of a court order related to unauthorized PSMS Charges.

D. If, after applying any fees, costs, penalties, or other payments pursuant to section V.C, the PSMS Charges Refund Amount is not reached, Respondent may, at its discretion, apply towards the balance within 90 days of the end of the Customer Redress Period (a) any refunds granted to Account Holders who were charged a PSMS Charge for a good or service offered by a Third-Party Merchant that has been the subject of a federal or state law enforcement action and for which a full refund has not yet been provided by Respondent or a Third-Party Merchant; or (b) any reductions in outstanding balances of inactive accounts of Account Holders up to a total of \$__million, provided that any such balance constitutes Collectible Account Holder Debt and any such reduction shall not exceed the total amount of PSMS Charges charged to an Account Holder's account that have not been fully refunded by Respondent. Any outstanding balance on the PSMS Charges Refund Amount after 60 days of the end of the Customer Redress Period shall be remitted to the Commission within 90 days of the end of the Customer Redress Period and shall not constitute a penalty.

E. All money paid to the Commission pursuant section V.D of this order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Respondent's practices alleged in the Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Respondent has no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

F. If Respondent has reported to any consumer reporting agency an outstanding balance of an Account Holder's inactive account, Respondent shall furnish correct account information to that consumer reporting agency or cease reporting the account within 30 days of any reduction in the outstanding balance of the account pursuant to sections V.B.iii or V.D of this order.

G. Within 90 days of the end of the Customer Redress Period, Respondent shall provide the Commission with records sufficient to show the notification provided by Respondent to Account Holders of the right to full refunds of unauthorized PSMS Charges, the refunds requested and paid to Account Holders during the Customer Redress Period, any payments to federal, state, or local government entities that Respondent applied to the PSMS Charges Refund Amount pursuant to section V.C, that all outstanding balances of inactive accounts that were reduced pursuant to sections V.B.iii or V.D constituted Collectible Account Holder Debt, any notifications required by Section V.E have been made, and any requests that were denied due to a prior full refund or any other reason.

H. Respondent relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this order and may not seek the return of any assets.

I. The facts alleged in the Complaint will be taken as true, without further proof, in a non-dischargeability complaint in any bankruptcy case.

J. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this order will have collateral estoppel effect for such purposes.

K. Respondent acknowledges that its Taxpayer Identification Numbers, which Respondent must submit to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this order, in accordance with 31 U.S.C. § 7701.

VI.

IT IS FURTHER ORDERED that Respondent and its successors and assigns, for five years after the date of issuance of this order, shall maintain and upon request make available to the Federal Trade Commission business records demonstrating their compliance with the terms and provisions of this order, including but not limited to:

A. Accounting records showing the revenues associated with all Commercial Third-Party Charges, all costs incurred in generating those revenues, and the resulting net profit or loss;

B. Personnel records showing, for each person providing supervisory services relating to the Commercial Third-Party Charges, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title(s) or position(s); dates of service; and, if applicable, the reason for termination;

C. Records of all consumers complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;

D. A list of Third-Party Merchants who have had a product or service terminated by Respondent and all known associated individuals;

E. A copy of each advertisement or other marketing material related to Commercial Third-Party Charges that is created, used, or received by Respondent; and

F. All records necessary to demonstrate full compliance with each provision of this order, including all submissions to the Commission.

VII.

IT IS FURTHER ORDERED that Respondent and its successors and assigns shall deliver a copy of this order to all current and future principals, officers, directors, and to all managers, current and future employees, agents, and representatives having supervisory responsibilities with respect to charging consumers for Commercial Third-Party Charges, and any business entity resulting from any change in structure set forth in Part VIII, and shall secure from each such person a signed and dated statement acknowledging receipt of the order. Respondent shall deliver this order to current personnel within thirty days after the date of

service of this order, and to future personnel within thirty days after the person assumes such position or responsibilities.

VIII.

IT IS FURTHER ORDERED that Respondent and its successors and assigns shall notify the Commission at least thirty days prior to any change in the corporation that may affect compliance obligations arising under this order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. *Provided, however*, that, with respect to any proposed change in the corporation about which respondent learns less than thirty days prior to the date such action is to take place, respondents shall notify the Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall be emailed to Debrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: In re T-Mobile USA, Inc.

IX.

IT IS FURTHER ORDERED that Respondent and its successors and assigns, within sixty days after the date of service of this order, shall file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of its own compliance with this order. Within ten days of receipt of written notice from a representative of the Commission, it shall submit additional true and accurate written reports.

X.

This order will terminate twenty years from the date of its issuance, or twenty years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that Respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the

complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

APPENDIX A

Notice sent by text message:

TEXT: Free T-Mobile msg: Our records show you paid for Premium SMS. If these charges were unauthorized, you may be entitled to a refund. Info @ www.T-MobileRefund.com

Notice sent by bill insert, email and first class mail:

You may be entitled to a refund from T-Mobile. You might have paid T-Mobile for charges you did not authorize. You may obtain additional information, including how to obtain your refund, by calling [phone number] or going to [website address with online refund form] to obtain a refund. For more information, see the news release about the Federal Trade Commission's settlement with T-Mobile at [www.ftc.gov/_____](http://www.ftc.gov/).

To: McCall, Rachel (Rachel.McCall@t-mobile.com)[Rachel.McCall@t-mobile.com]; Rummage, Steve (SteveRummage@DWT.COM)[SteveRummage@DWT.COM]
Cc: Dolan, Reilly[JDOLAN@fcc.gov]; Mithal, Malini[MMITHAL1@fcc.gov]; Ricci, Jane[jricci@fcc.gov]; richard.hindman@fcc.gov[richard.hindman@fcc.gov]; andrew.sacks@t-mobile.com[andrew.sacks@t-mobile.com]
From: Shull, Brian
Sent: Mon 6/30/2014 3:53:46 PM
Importance: Normal
Subject: FTC redline of T-Mobile order
MAIL_RECEIVED: Mon 6/30/2014 3:53:00 PM
[2014.06.30 3pm clean.docx](#)
[Compare against T-Mobile redline.docx](#)

Rachel and Steve,

Attached is a new version of the proposed T-Mobile order, as well as a redline against the version you sent us on Saturday. The substantive edits are in Section V and Appendix A. We also made a couple of proofreading edits to a handful of the other sections.

We are happy to discuss as needed.

Brian

Brian Shull

Attorney, Division of Financial Practices

Federal Trade Commission

600 Pennsylvania Avenue, NW

Mailstop CC-10232

Washington, DC 20580

Phone: (202) 326-3720

Fax: (202) 326-3768

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

In the Matter of

T-MOBILE USA, INC.,
a Delaware corporation.

DOCKET NO. _____

AGREEMENT CONTAINING CONSENT ORDER

[This order is drafted as an administrative order solely for purposes of settlement negotiations. If settlement is not reached, any complaint that the Commission will file will be in federal district court.]

The Federal Trade Commission has conducted an investigation of certain acts and practices of T-Mobile USA, Inc., a Delaware corporation (“proposed respondent”). Proposed respondent, having been represented by counsel, is willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between proposed respondent, by its duly authorized officers, and counsel for the Federal Trade Commission, that:

1. Proposed respondent is a Delaware corporation with its principal office or place of business in Bellevue, Washington.
2. Proposed respondent neither admits nor denies any of the allegations in the draft complaint, except as specifically stated in this order. Only for purposes of this Consent Order or for purposes of construction, modification, and enforcement of this order, proposed respondent admits the facts the FTC deems necessary to establish jurisdiction.
3. The FTC and Federal Communications Commission assert that they have concurrent enforcement jurisdiction over mobile telephone companies’ billing and collection of third-party charges for non-telecommunications services.
4. Proposed respondent waives:
 - a. Any further procedural steps;
 - b. The requirement that the Commission’s decision contain a statement of findings of fact and conclusions of law; and

c. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.

5. This agreement shall not become a part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondent, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect as, and may be altered, modified, or set aside in the same manner as, and within the same time provided by statute for, other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondent's address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondent waives any right it may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of this order.

7. Proposed respondent has read the draft complaint and order. It understands that it may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

ORDER

DEFINITIONS

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2. **"Authorized User"** means any individual or entity who is or was authorized to use Respondent's mobile phone services.

3. **"Clear and Conspicuous"** or **"Clearly and Conspicuously"** means:

a. In textual communications (*e.g.*, words displayed on an electronic device, including, without limitations, cell phones, handheld devices, smartphones, tablets, laptop

computers, desktop computers, or any other device on which a software program, code, script, or other content can be downloaded, installed, or run), the required disclosures are of a type, size, and location sufficiently noticeable for an ordinary consumer to read and comprehend them, in print that contrasts highly with the background on which they appear, in the same language as the predominant language that is used in the communication, and visible without the need to scroll down or take any similar action, subject to the technological capabilities of the electronic device;

b. In communications disseminated orally or through audible means, the required disclosures are delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend them;

c. In communications disseminated through video means (*e.g.*, streaming video), the required disclosures are in writing in a form consistent with subparagraph (a) of this definition and appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend them; and

d. In all instances, the required disclosures are: (1) presented in an understandable language and syntax; and (2) include nothing contrary to, inconsistent with, or in mitigation of any other statements or disclosures used in any communication with the consumer.

4. **“Collectible Account Holder Debt”** means the amount owed to Respondent by an Account Holder whose accounts are not paid-in-full that Respondent owns and may legally take legal action to collect.

5. **“Commercial Third-Party Charge”** means a charge on a mobile phone account, other than for charitable and political donations or gifts that are voluntarily made without receiving, or expecting to receive, anything of equal value, for a product or service provided by a party other than Respondent. This definition does not include charges for (1) handset insurance and extended warranty products for which Respondent directly obtains the consumer’s authorization for the charge; and (2) Respondent’s branded and co-branded products for which Respondent directly obtains the consumer’s authorization for the charge.

6. **“Customer Redress Period”** means the twelve month period of time beginning on the date of service of this order.

7. **“Express, Informed Consent”** to a Commercial Third-Party Charge means an affirmative act by an Authorized User communicating authorization of the charge, either to Respondent or other party, made in response to and in close proximity to Clear and Conspicuous disclosure to the Authorized User of: (a) the product or service for which the charge is being incurred; (b) the name of the Third-Party Merchant providing the product or service; (c) the amount of the charge, including any recurring charges; and (d) the fact that the charge will appear on the Authorized User’s telephone bill or be deducted from pre-paid minutes. Express, Informed Consent is presumed if Respondent obtains authorization directly from the Authorized User made in response to and in close proximity to Clear and Conspicuous disclosure of items 7(a)-(d).

8. **“PSMS Charge”** means a Commercial Third-Party Charge for a good or service that is (a) created, marketed, or provided by a party other than Respondent, (b) provided using a five or six character short code, and (c) billed to a consumer’s mobile account.

9. **“Respondent”** means T-Mobile USA, Inc. and its successors and assigns.

10. **“Third-Party Charge”** means a charge for a product or service provided by a party other than Respondent.

11. **“Third-Party Merchant”** means an individual, business, or entity, other than Respondent, that purportedly provides products or services to mobile telephone users.

I.

IT IS ORDERED that Respondent and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division or other device, in connection with the advertising, marketing, promotion, offering for sale, or sale of Commercial Third-Party Charges, in or affecting commerce, shall not, in any manner, expressly or by implication:

A. Misrepresent that a Commercial Third-Party Charge appearing on a consumer’s phone bill is for Respondent’s products or services authorized by the consumer;

B. Represent that a consumer owes a Commercial Third-Party Charge unless Respondent clearly and conspicuously describes the product or service and the name of the Third-Party Merchant associated with the charge;

C. Misrepresent that Respondent cannot refund a Commercial Third-Party Charge or make any other misrepresentation relating to its dispute resolution process; or

D. Make any misrepresentation relating to any option offered by Respondent to block or prohibit Commercial Third-Party Charges.

II.

IT IS FURTHER ORDERED that Respondent and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from charging an Authorized User for a Commercial Third-Party Charge if Respondent knows or should know because of the relevant information and circumstances, including but not limited to consumer complaints, refund rates that are above the Respondent’s or industry’s average refund rates for Third-Party Charges, auditor alerts, third-party lawsuits, or any other means, that an Authorized User did not provide Express, Informed Consent to the charge.

III.

IT IS FURTHER ORDERED that Respondent and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from failing, after a consumer disputes a Commercial Third-Party Charge within three months of the last charge for a particular product or service, to commence and complete an investigation that is reasonably calculated to determine whether the Authorized User gave Express, Informed Consent to the disputed charge(s), including charges for the same product or service that were billed more than three months before the consumer dispute. Respondent shall inform the Authorized User that, during the investigation, the Authorized User is not obligated to pay the disputed charge(s), and that nonpayment of such charge(s) will not result in interest accrual or phone service termination or deduction of pre-paid minutes.

A. If Respondent reasonably concludes after the investigation that the Authorized User gave Express, Informed Consent to the disputed charge(s), Respondent shall promptly provide the Authorized User with the basis for its conclusion, including providing the Authorized User with any documentary or other evidence considered, and the name and contact information of the Third-Party Merchant that initiated the Commercial Third-Party Charge.

B. If Respondent reasonably concludes after the investigation that the Authorized User did not give Express, Informed Consent to the disputed charge(s), Respondent shall promptly provide the Authorized User with a full refund of the disputed charge(s).

Provided, however, that Respondent shall not be required to conduct such an investigation if it promptly refunds the Authorized User the full amount of the disputed charge(s).

IV.

IT IS FURTHER ORDERED that Respondent shall establish and implement within 90 days of service of this order, and thereafter maintain, a monitoring program that is reasonably designed to determine whether Authorized Users provide Express, Informed Consent to Commercial Third-Party Charges. Such a program shall include, but not be limited to:

A. Maintaining a list of Third-Party Merchants and associated individuals who have had a product or service terminated by Respondent; and

B. Tracking the following information:

1. Written complaints relating to Commercial Third-Party Charges and Third-Party Merchants;
2. Any complaints relating to unauthorized Commercial Third-Party Charges;
3. Refund requests made to Respondent relating to Commercial Third-Party Charges and Third-Party Merchants, and whether each request is granted or denied; and

4. Any other refund data that is received, either directly or indirectly, by Respondent relating to Commercial Third-Party Charges and Third-Party Merchants.

V.

IT IS FURTHER ORDERED that Respondent shall provide full refunds to Account Holders who have been charged by Respondent for unauthorized PSMS Charges from June 1, 2010 through the date of service of this order as follows:

A. Respondent shall provide prompt refunds to Account Holders for the full amount of any unauthorized PSMS Charge that has not already been fully refunded according to Respondent's billing records. Respondent shall refund no less than \$___ million (the "PSMS Charges Refund Amount") for unauthorized PSMS Charges during the Customer Redress Period. For purposes of this Section V, a "prompt" refund means a refund provided within 60 days of receiving a complete and valid claim form for a refund of an unauthorized PSMS Charge.

B. To effectuate section V.A of this order:

i. Respondent shall provide notice of the right to obtain refunds for unauthorized PSMS Charges to Account Holders who have been charged for a PSMS Charge that has not already been fully refunded according to Respondent's billing records. For current customers, Respondent shall provide notice using the medium that it uses to bill the Account Holder and through an SMS text message once within 90 days of service of this order and again in the following billing cycle. *Provided, however,* that if the notice accompanies an Account Holder's bill, the notice shall be on a different color of paper than the Account Holder's bill. For former customers, Respondent shall provide the notice within 90 days of service of this order by sending it via first-class mail to the Account Holder's last known address and provide a second notice between 91 and 125 days of service of this order by email to the Account Holder's last known email address. Prior to mailing notices, Respondent shall update the addresses via the Postal Service's National Change of Address database. The notices shall Clearly and Conspicuously include the information set forth in Appendix A and shall provide the link to an online form that Account Holders can use to apply for refunds; *provided, however,* that at the request of an Account Holder, a hard-copy form must be provided without cost to the Account Holder;

ii. Respondent shall promptly provide, upon request by an Account Holder, the total amount of PSMS Charges charged to the Account Holder that have not been fully refunded by Respondent or a Third-Party Merchant, the dates of such charges, and the Third-Party Merchant(s) initiating such charges;

iii. Upon an Account Holder's affirmation that the Account Holder was charged for unauthorized PSMS Charges, Respondent shall provide prompt refunds to the Account Holder for the unauthorized PSMS Charges as follows:

1. For Account Holders with active accounts Respondent shall provide prompt refunds by a credit to the Account Holder's mobile account; *provided, however*, that Respondent shall Clearly and Conspicuously disclose to Account Holders that in the event they close their account with Respondent prior to Respondent issuing a credit, they will receive a prompt refund by check. For Account Holders with inactive accounts that are paid in full, Respondent shall provide prompt refunds by check. The determination of whether an Account Holder's mobile account is active or inactive shall be made at the time the refund is issued;
2. For Account Holders whose inactive accounts are not paid in full, Respondent shall promptly reduce the outstanding balance of the account by the total amount of unauthorized PSMS Charges as identified by the Account Holder on the claim form that have not been fully refunded according to Respondent's billing records, provided that any such balance constitutes Collectible Account Holder Debt. Any such reduction to an outstanding balance pursuant to this subparagraph shall be counted towards the amount of permissible credits against the remaining balance in Section V.D. If the total amount of unauthorized PSMS Charges identified by the Account Holder on the claim form exceeds the outstanding balance of the Account Holder's account, Respondent shall promptly provide the Account Holder a check in the amount of the excess.

iv. Respondent shall ensure that Account Holders obtain refunds of unauthorized PSMS Charges through a single form and shall not require Account Holders to challenge each PSMS Charge separately. Respondent shall not require Account Holders to require any documentation (other than a complete and valid claim form), waive any rights, meet any conditions, or impose any unnecessary or unreasonable burdens on Account Holders seeking refunds. *Provided, however*, for any unauthorized PSMS Charges that Respondent fully refunds to, or credits against the debt of, an Account Holder, the Account Holder's claim against Respondent with respect to the fully refunded charges will be deemed satisfied.

C. If after the expiration of the Customer Redress Period, Respondent has failed to refund the full PSMS Charges Refund Amount pursuant to sections V.A and V.B, Respondent may apply towards the PSMS Charges Refund Amount up to \$___ million of any fees, costs, penalties, or other payments to any other federal, state, or local government entity that, within 12

months of service of this order, is paid by Respondent as a result of any agreement or order related to unauthorized PSMS Charges with such federal, state, or local government entity, or as the result of a court order related to unauthorized PSMS Charges.

D. If, after applying any fees, costs, penalties, or other payments pursuant to section V.C, the PSMS Charges Refund Amount is not reached, Respondent may, at its discretion, apply as credit towards the balance within 90 days of the end of the Customer Redress Period (a) any refunds granted to Account Holders who were charged a PSMS Charge for a good or service offered by a Third-Party Merchant that has been the subject of a federal or state law enforcement action and for which a full refund has not yet been provided according to Respondent's billing records, provided that any such refunds must be granted pro rata to all such Account Holders; or (b) any reductions in outstanding balances of inactive accounts of Account Holders up to a total of \$__ million, provided that any such balance constitutes Collectible Account Holder Debt and any such reduction shall not exceed the total amount of PSMS Charges charged to an Account Holder's account that have not been fully refunded according to Respondent's billing records. Any outstanding balance on the PSMS Charges Refund Amount after application of the credits in this Subparagraph shall be remitted to the Commission within 105 days of the end of the Customer Redress Period and shall not constitute a penalty.

E. All money paid to the Commission pursuant section V.D of this order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Respondent's practices alleged in the Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Respondent has no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

F. If Respondent has reported to any consumer reporting agency an outstanding balance of an Account Holder's inactive account, Respondent shall furnish correct account information to that consumer reporting agency or cease reporting the account within 30 days of any reduction in the outstanding balance of the account pursuant to sections V.B.iii or V.D of this order.

G. Within 105 days of the end of the Customer Redress Period, Respondent shall provide the Commission with records sufficient to show the notification provided by Respondent to Account Holders of the right to full refunds of unauthorized PSMS Charges, the refunds requested and paid to Account Holders during the Customer Redress Period, any payments to federal, state, or local government entities that Respondent applied to the PSMS Charges Refund Amount pursuant to section V.C, that all outstanding balances of inactive accounts that were reduced pursuant to sections V.B.iii or V.D constituted Collectible Account Holder Debt, any notifications required by Section V.E have been made, and any refund requests that were denied due to a prior full refund or any other reason.

H. Respondent relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this order and may not seek the return of any assets.

I. The facts alleged in the Complaint will be taken as true, without further proof, in a non-dischargeability complaint in any bankruptcy case.

J. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this order will have collateral estoppel effect for such purposes.

K. Respondent acknowledges that its Taxpayer Identification Numbers, which Respondent must submit to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this order, in accordance with 31 U.S.C. § 7701.

VI.

IT IS FURTHER ORDERED that Respondent and its successors and assigns, for five years after the date of issuance of this order, shall maintain and upon request make available to the Federal Trade Commission business records demonstrating their compliance with the terms and provisions of this order, including but not limited to:

A. Accounting records showing the revenues associated with all Commercial Third-Party Charges, all costs incurred in generating those revenues, and the resulting net profit or loss;

B. Personnel records showing, for each person providing supervisory services relating to the Commercial Third-Party Charges, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title(s) or position(s); dates of service; and, if applicable, the reason for termination;

C. Records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;

D. A list of Third-Party Merchants who have had a product or service terminated by Respondent and all known associated individuals;

E. A copy of each advertisement or other marketing material related to Commercial Third-Party Charges that is created, used, or received by Respondent; and

F. All records necessary to demonstrate full compliance with each provision of this order, including all submissions to the Commission.

VII.

IT IS FURTHER ORDERED that Respondent and its successors and assigns shall deliver a copy of this order to all current and future principals, officers, directors, and to all managers, current and future employees, agents, and representatives having supervisory responsibilities with respect to charging consumers for Commercial Third-Party Charges, and any business entity resulting from any change in structure set forth in Part VIII, and shall secure

from each such person a signed and dated statement acknowledging receipt of the order. Respondent shall deliver this order to current personnel within thirty days after the date of service of this order, and to future personnel within thirty days after the person assumes such position or responsibilities.

VIII.

IT IS FURTHER ORDERED that Respondent and its successors and assigns shall notify the Commission at least thirty days prior to any change in the corporation that may affect compliance obligations arising under this order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. *Provided, however*, that, with respect to any proposed change in the corporation about which respondent learns less than thirty days prior to the date such action is to take place, respondents shall notify the Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall be emailed to Debrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: In re T-Mobile USA, Inc.

IX.

IT IS FURTHER ORDERED that Respondent and its successors and assigns, within sixty days after the date of service of this order, shall file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of its own compliance with this order. Within ten days of receipt of written notice from a representative of the Commission, it shall submit additional true and accurate written reports.

X.

This order will terminate twenty years from the date of its issuance, or twenty years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that Respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

Signed this _____ of _____, 2014

T-MOBILE USA, INC.

By: _____
Name
Title

By: _____
Name
Title

FEDERAL TRADE COMMISSION

By: _____
BRIAN S. SHULL
Attorney for Federal Trade Commission

By: _____
JANE M. RICCI
Attorney for Federal Trade Commission

APPROVED:

MALINI MITHAL
Assistant Director
Division of Financial Practices

JAMES REILLY DOLAN
Associate Director
Division of Financial Practices

JESSICA RICH
Director
Bureau of Consumer Protection

APPENDIX A

Notice sent by text message:

Free T-Mobile msg: You may be entitled to a refund from us. Our records show you may have paid for charges you did not authorize. Info @ www.T-MobileRefund.com

Notice sent by bill insert, email and first class mail:

Subject line of email: T-Mobile Refunds

You may be entitled to a refund from T-Mobile. You might have paid T-Mobile for charges you did not authorize. You may obtain additional information, including how to obtain your refund, by calling [phone number] or going to [website address with online refund form] to obtain a refund. For more information, see the news release about the Federal Trade Commission's settlement with T-Mobile at [www.ftc.gov/_____](http://www.ftc.gov/).

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

In the Matter of

T-MOBILE USA, INC.,
a Delaware corporation.

DOCKET NO. _____

AGREEMENT CONTAINING CONSENT ORDER

[This order is drafted as an administrative order solely for purposes of settlement negotiations. If settlement is not reached, any complaint that the Commission will file will be in federal district court.]

The Federal Trade Commission has conducted an investigation of certain acts and practices of T-Mobile USA, Inc., a Delaware corporation (“proposed respondent”). Proposed respondent, having been represented by counsel, is willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between proposed respondent, by its duly authorized officers, and counsel for the Federal Trade Commission, that:

1. Proposed respondent is a Delaware corporation with its principal office or place of business in Bellevue, Washington.
2. Proposed respondent neither admits nor denies any of the allegations in the draft complaint, except as specifically stated in this order. Only for purposes of this Consent Order or for purposes of construction, modification, and enforcement of this order, proposed respondent admits the facts the FTC deems necessary to establish jurisdiction.
3. The FTC and Federal Communications Commission assert that they have concurrent enforcement jurisdiction over mobile telephone companies’ billing and collection of third-party charges for non-telecommunications services.
4. Proposed respondent waives:
 - a. Any further procedural steps;
 - b. The requirement that the Commission’s decision contain a statement of findings of fact and conclusions of law; and

c. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.

5. This agreement shall not become a part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondent, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect as, and may be altered, modified, or set aside in the same manner as, and within the same time provided by statute for, other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondent's address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondent waives any right it may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of this order.

7. Proposed respondent has read the draft complaint and order. It understands that it may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

ORDER

DEFINITIONS

For the purpose of this order, the following definitions apply:

1. **"Account Holder"** means any individual or entity who is or was responsible for paying all charges associated with all lines on that individual's or entity's mobile phone account with Respondent.

2. **"Authorized User"** means any individual or entity who is or was authorized to use Respondent's mobile phone services.

3. **"Clear and Conspicuous"** or **"Clearly and Conspicuously"** means:

a. In textual communications (*e.g.*, words displayed on an electronic device, including, without limitations, cell phones, handheld devices, smartphones, tablets, laptop

computers, desktop computers, or any other device on which a software program, code, script, or other content can be downloaded, installed, or run), the required disclosures are of a type, size, and location sufficiently noticeable for an ordinary consumer to read and comprehend them, in print that contrasts highly with the background on which they appear, in the same language as the predominant language that is used in the communication, and visible without the need to scroll down or take any similar action, subject to the technological capabilities of the electronic device;

b. In communications disseminated orally or through audible means, the required disclosures are delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend them;

c. In communications disseminated through video means (*e.g.*, streaming video), the required disclosures are in writing in a form consistent with subparagraph (a) of this definition and appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend them; and

d. In all instances, the required disclosures are: (1) presented in an understandable language and syntax; and (2) include nothing contrary to, inconsistent with, or in mitigation of any other statements or disclosures used in any communication with the consumer.

4. **“Collectible Account Holder Debt”** means the amount owed to Respondent by an Account Holder whose accounts are not paid-in-full that Respondent owns and may legally take legal action to collect.

5. **“Commercial Third-Party Charge”** means a charge on a mobile phone account, other than for charitable and political donations or gifts that are voluntarily made without receiving, or expecting to receive, anything of equal value, for a product or service provided by a party other than Respondent. This definition does not include charges for (1) handset insurance and extended warranty products for which Respondent directly obtains the consumer’s authorization for the charge; and (2) Respondent’s branded and co-branded products for which Respondent directly obtains the consumer’s authorization for the charge.

6. **“Customer Redress Period”** means the twelve month period of time beginning on the date of service of this order.

7. **“Express, Informed Consent”** to a Commercial Third-Party Charge means an affirmative act by an Authorized User communicating authorization of the charge, either to Respondent or other party, made in response to and in close proximity to Clear and Conspicuous disclosure to the Authorized User of: (a) the product or service for which the charge is being incurred; (b) the name of the Third-Party Merchant providing the product or service; (c) the amount of the charge, including any recurring charges; and (d) the fact that the charge will appear on the Authorized User’s telephone bill or be deducted from pre-paid minutes. Express, Informed Consent is presumed if Respondent obtains authorization directly from the Authorized User made in response to and in close proximity to Clear and Conspicuous disclosure of items 7(a)-(d).

8. **“PSMS Charge”** means a Commercial Third-Party Charge for a good or service that is (a) created, marketed, or provided by a party other than Respondent, (b) provided using a five or six character short code, and (c) billed to a consumer’s mobile account.

9. **“Respondent”** means T-Mobile USA, Inc. and its successors and assigns.

10. **“Third-Party Charge”** means a charge for a product or service provided by a party other than Respondent.

11. **“Third-Party Merchant”** means an individual, business, or entity, other than Respondent, that purportedly provides products or services to mobile telephone users.

I.

IT IS ORDERED that Respondent and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division or other device, in connection with the advertising, marketing, promotion, offering for sale, or sale of Commercial Third-Party Charges, in or affecting commerce, shall not, in any manner, expressly or by implication:

A. Misrepresent that a Commercial Third-Party Charge appearing on a consumer’s phone bill is for Respondent’s products or services authorized by the consumer;

B. Represent that a consumer owes a Commercial Third-Party Charge unless Respondent clearly and conspicuously describes the product or service and the name of the Third-Party Merchant associated with the charge;

C. Misrepresent that Respondent cannot refund a Commercial Third-Party Charge or make any other misrepresentation relating to its dispute resolution process; or

D. Make any misrepresentation relating to any option offered by Respondent to block or prohibit Commercial Third-Party Charges.

II.

IT IS FURTHER ORDERED that Respondent and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from charging an Authorized User for a Commercial Third-Party Charge if Respondent knows or should know because of the relevant information and circumstances, including but not limited to consumer complaints, refund rates that are above the Respondent’s or industry’s average refund rates for Third-Party Charges, auditor alerts, third-party lawsuits, or any other means, that an Authorized User did not provide Express, Informed Consent to the charge.

III.

IT IS FURTHER ORDERED that Respondent and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from failing, after a consumer disputes a Commercial Third-Party Charge within three months of the last charge for a particular product or service, to commence and complete an investigation that is reasonably calculated to determine whether the Authorized User gave Express, Informed Consent to the disputed charge(s), including charges for the same product or service that were billed more than three months before the consumer dispute. Respondent shall inform the Authorized User that, during the investigation, the Authorized User is not obligated to pay the disputed charge(s), and that nonpayment of such charge(s) will not result in interest accrual or phone service termination or deduction of pre-paid minutes.

A. If Respondent reasonably concludes after the investigation that the Authorized User gave Express, Informed Consent to the disputed charge(s), Respondent shall promptly provide the Authorized User with the basis for its conclusion, including providing the Authorized User with any documentary or other evidence considered, and the name and contact information of the Third-Party Merchant that initiated the Commercial Third-Party Charge.

B. If Respondent reasonably concludes after the investigation that the Authorized User did not give Express, Informed Consent to the disputed charge(s), Respondent shall promptly provide the Authorized User with a full refund of the disputed charge(s).

Provided, however, that Respondent shall not be required to conduct such an investigation if it promptly refunds the Authorized User the full amount of the disputed charge(s).

IV.

IT IS FURTHER ORDERED that Respondent shall establish and implement within 90 days of service of this order, and thereafter maintain, a monitoring program that is reasonably designed to determine whether Authorized Users provide Express, Informed Consent to Commercial Third-Party Charges. Such a program shall include, but not be limited to:

A. Maintaining a list of Third-Party Merchants and associated individuals who have had a product or service terminated by Respondent; and

B. Tracking the following information:

1. Written complaints relating to Commercial Third-Party Charges and Third-Party Merchants;
2. Any complaints relating to unauthorized Commercial Third-Party Charges;
3. Refund requests made to Respondent relating to Commercial Third-Party Charges and Third-Party Merchants, and whether each request is granted or denied; and

4. Any other refund data that is received, either directly or indirectly, by Respondent relating to Commercial Third-Party Charges and Third-Party Merchants.

V.

IT IS FURTHER ORDERED that Respondent shall provide full refunds to Account Holders who have been charged by Respondent for unauthorized PSMS Charges from June 1, 2010 through the date of service of this order as follows:

A. Respondent shall provide prompt refunds to Account Holders for the full amount of any unauthorized PSMS Charge that has not already been fully refunded according to Respondent's billing records. Respondent shall refund no less than \$___ million (the "PSMS Charges Refund Amount") for unauthorized PSMS Charges during the Customer Redress Period. For purposes of this Section V, a "prompt" refund means a refund provided within 60 days of receiving a complete and valid claim form for a refund of an unauthorized PSMS Charge.

B. To effectuate section V.A of this order:

- i. Respondent shall provide notice of the right to obtain refunds for unauthorized PSMS Charges to Account Holders who have been charged for a PSMS Charge that has not already been fully refunded according to Respondent's billing records. For current customers, Respondent shall provide notice using the medium that it uses to bill the Account Holder and through an SMS text message once within 90 days of service of this order and again in the following billing cycle. *Provided, however,* that if the notice accompanies an Account Holder's bill, the notice shall be on a different color of paper than the Account Holder's bill. For former customers, Respondent shall provide the notice within 90 days of service of this order by sending it via first-class mail to the Account Holder's last known address and provide a second notice between 91 and 125 days of service of this order by email to the Account Holder's last known email address. Prior to mailing notices, Respondent shall update the addresses via the Postal Service's National Change of Address database. The notices shall Clearly and Conspicuously include the information set forth in Appendix A and shall provide the link to an online form that Account Holders can use to apply for refunds; *provided, however,* that at the request of an Account Holder, a hard-copy form must be provided without cost to the Account Holder;
- ii. Respondent shall promptly provide, upon request by an Account Holder, the total amount of PSMS Charges charged to the Account Holder that have not been fully refunded by Respondent or a Third-Party Merchant, the dates of such charges, and the Third-Party Merchant(s) initiating such charges;

iii. Upon an Account Holder's affirmation that the Account Holder was charged for unauthorized PSMS Charges, Respondent shall provide prompt refunds to the Account Holder for the unauthorized PSMS Charges as follows:

1. For Account Holders with active accounts Respondent shall provide prompt refunds by a credit to the Account Holder's mobile account; *provided, however*, that Respondent shall Clearly and Conspicuously disclose to Account Holders that in the event they close their account with Respondent prior to Respondent issuing a credit, they will receive a prompt refund by check. For Account Holders with inactive accounts that are paid in full, Respondent shall provide prompt refunds by check. The determination of whether an Account Holder's mobile account is active or inactive shall be made at the time the refund is issued;
2. For Account Holders whose inactive accounts are not paid in full, Respondent shall promptly reduce the outstanding balance of the account by the total amount of unauthorized PSMS Charges as identified by the Account Holder on the claim form that have not been fully refunded according to Respondent's billing records, provided that any such balance constitutes Collectible Account Holder Debt. Any such reduction to an outstanding balance pursuant to this subparagraph shall be counted towards the amount of permissible credits against the remaining balance in Section V.D. If the total amount of unauthorized PSMS Charges identified by the Account Holder on the claim form exceeds the outstanding balance of the Account Holder's account, Respondent shall promptly provide the Account Holder a check in the amount of the excess.

iv. Respondent shall ensure that Account Holders obtain refunds of unauthorized PSMS Charges through a single form and shall not require Account Holders to challenge each PSMS Charge separately. Respondent shall not require Account Holders to require any documentation (other than a complete and valid claim form), waive any rights, meet any conditions, or impose any unnecessary or unreasonable burdens on Account Holders seeking refunds. *Provided, however*, for any unauthorized PSMS Charges that Respondent fully refunds to, or credits against the debt of, an Account Holder, the Account Holder's claim against Respondent with respect to the fully refunded charges will be deemed satisfied.

C. If after the expiration of the Customer Redress Period, Respondent has failed to refund the full PSMS Charges Refund Amount pursuant to sections V.A and V.B, Respondent may apply towards the PSMS Charges Refund Amount up to \$___ million of any fees, costs, penalties, or other payments to any other federal, state, or local government entity that, within 12

months of service of this order, is paid by Respondent as a result of any agreement or order related to unauthorized PSMS Charges with such federal, state, or local government entity, or as the result of a court order related to unauthorized PSMS Charges.

D. If, after applying any fees, costs, penalties, or other payments pursuant to section V.C, the PSMS Charges Refund Amount is not reached, Respondent may, at its discretion, apply as credit towards the balance within 90 days of the end of the Customer Redress Period (a) any refunds granted to Account Holders who were charged a PSMS Charge for a good or service offered by a Third-Party Merchant that has been the subject of a federal or state law enforcement action and for which a full refund has not yet been provided according to Respondent's billing records, provided that any such refunds must be granted pro rata to all such Account Holders; or (b) any reductions in outstanding balances of inactive accounts of Account Holders up to a total of \$__ million, provided that any such balance constitutes Collectible Account Holder Debt and any such reduction shall not exceed the total amount of PSMS Charges charged to an Account Holder's account that have not been fully refunded according to Respondent's billing records. Any outstanding balance on the PSMS Charges Refund Amount after application of the credits in this Subparagraph shall be remitted to the Commission within 105 days of the end of the Customer Redress Period and shall not constitute a penalty.

E. All money paid to the Commission pursuant section V.D of this order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Respondent's practices alleged in the Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Respondent has no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

F. If Respondent has reported to any consumer reporting agency an outstanding balance of an Account Holder's inactive account, Respondent shall furnish correct account information to that consumer reporting agency or cease reporting the account within 30 days of any reduction in the outstanding balance of the account pursuant to sections V.B.iii or V.D of this order.

G. Within 105 days of the end of the Customer Redress Period, Respondent shall provide the Commission with records sufficient to show the notification provided by Respondent to Account Holders of the right to full refunds of unauthorized PSMS Charges, the refunds requested and paid to Account Holders during the Customer Redress Period, any payments to federal, state, or local government entities that Respondent applied to the PSMS Charges Refund Amount pursuant to section V.C, that all outstanding balances of inactive accounts that were reduced pursuant to sections V.B.iii or V.D constituted Collectible Account Holder Debt, any notifications required by Section V.E have been made, and any refund requests that were denied due to a prior full refund or any other reason.

H. Respondent relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this order and may not seek the return of any assets.

I. The facts alleged in the Complaint will be taken as true, without further proof, in a non-dischargeability complaint in any bankruptcy case.

J. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this order will have collateral estoppel effect for such purposes.

K. Respondent acknowledges that its Taxpayer Identification Numbers, which Respondent must submit to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this order, in accordance with 31 U.S.C. § 7701.

VI.

IT IS FURTHER ORDERED that Respondent and its successors and assigns, for five years after the date of issuance of this order, shall maintain and upon request make available to the Federal Trade Commission business records demonstrating their compliance with the terms and provisions of this order, including but not limited to:

A. Accounting records showing the revenues associated with all Commercial Third-Party Charges, all costs incurred in generating those revenues, and the resulting net profit or loss;

B. Personnel records showing, for each person providing supervisory services relating to the Commercial Third-Party Charges, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title(s) or position(s); dates of service; and, if applicable, the reason for termination;

C. Records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;

D. A list of Third-Party Merchants who have had a product or service terminated by Respondent and all known associated individuals;

E. A copy of each advertisement or other marketing material related to Commercial Third-Party Charges that is created, used, or received by Respondent; and

F. All records necessary to demonstrate full compliance with each provision of this order, including all submissions to the Commission.

VII.

IT IS FURTHER ORDERED that Respondent and its successors and assigns shall deliver a copy of this order to all current and future principals, officers, directors, and to all managers, current and future employees, agents, and representatives having supervisory responsibilities with respect to charging consumers for Commercial Third-Party Charges, and any business entity resulting from any change in structure set forth in Part VIII, and shall secure

from each such person a signed and dated statement acknowledging receipt of the order. Respondent shall deliver this order to current personnel within thirty days after the date of service of this order, and to future personnel within thirty days after the person assumes such position or responsibilities.

VIII.

IT IS FURTHER ORDERED that Respondent and its successors and assigns shall notify the Commission at least thirty days prior to any change in the corporation that may affect compliance obligations arising under this order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. *Provided, however*, that, with respect to any proposed change in the corporation about which respondent learns less than thirty days prior to the date such action is to take place, respondents shall notify the Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall be emailed to Debrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: In re T-Mobile USA, Inc.

IX.

IT IS FURTHER ORDERED that Respondent and its successors and assigns, within sixty days after the date of service of this order, shall file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of its own compliance with this order. Within ten days of receipt of written notice from a representative of the Commission, it shall submit additional true and accurate written reports.

X.

This order will terminate twenty years from the date of its issuance, or twenty years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that Respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

Signed this _____ of _____, 2014

T-MOBILE USA, INC.

By: _____
Name
Title

By: _____
Name
Title

FEDERAL TRADE COMMISSION

By: _____
BRIAN S. SHULL
Attorney for Federal Trade Commission

By: _____
JANE M. RICCI
Attorney for Federal Trade Commission

APPROVED:

MALINI MITHAL
Assistant Director
Division of Financial Practices

JAMES REILLY DOLAN
Associate Director
Division of Financial Practices

JESSICA RICH
Director
Bureau of Consumer Protection

APPENDIX A

Notice sent by text message:

Free T-Mobile msg: You may be entitled to a refund from us. Our records show you may have paid for charges you did not authorize. Info @ www.T-MobileRefund.com

Notice sent by bill insert, email and first class mail:

Subject line of email: T-Mobile Refunds

You may be entitled to a refund from T-Mobile. You might have paid T-Mobile for charges you did not authorize. You may obtain additional information, including how to obtain your refund, by calling [phone number] or going to [website address with online refund form] to obtain a refund. For more information, see the news release about the Federal Trade Commission's settlement with T-Mobile at [www.ftc.gov/_____](http://www.ftc.gov/).

O'Hara, Shelley

(b)(5)



From: Winston, Joel [<mailto:jwinston@hudco.com>]
Sent: Wednesday, April 09, 2014 04:21 PM
To: Shull, Brian; Ricci, Jane
Cc: Rich, Jessica L.; Fallow, Katherine; Williams, Kristin; Dolan, Reilly; Mithal, Malini
Subject: T-Mobile

All,

Please find attached a counterproposal from T-Mobile.

Joel

Joel Winston
Hudson Cook, LLP
1020 19th Street NW
Suite 700
Washington DC 20036
202.327.9716
jwinston@hudco.com

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To: andrew.sacks@t-mobile.com[andrew.sacks@t-mobile.com]; Rummage, Steve
(SteveRummage@DWT.COM)[SteveRummage@DWT.COM]; jwinston@hudco.com[jwinston@hudco.com]
Cc: Ricci, Jane[jricci@ftc.gov]; Rahamim, Miya[mrahamim@ftc.gov]
From: Shull, Brian
Sent: Mon 10/6/2014 3:48:27 PM
Importance: Normal
Subject: FTC/TMO draft order
MAIL_RECEIVED: Mon 10/6/2014 3:48:00 PM
10.6 draft FTC TMO settlement order (placeholders).docx

Andy,

Per our phone conversation earlier today, please find attached portions of a draft district court order (specifically the introduction, findings, and general compliance provisions). As we discussed, there will be some differences from the admin order language we were previously negotiating, but we tried to import as much of the language that we previously agreed upon as seemed applicable. I understand T-Mobile may not want to negotiate these provisions until it has seen the entire order, but my hope is that this will at least get the review process rolling.

The attached has placeholders for the definitions, injunctive relief, and redress portions of the order. As I mentioned, the necessary coordination with the states and the FCC in relation to these provisions has not occurred yet and likely will not occur until later this week at the earliest. We are trying to get the whole proposed order to you as soon as possible, and I will keep you updated as the timing clarifies.

Thanks,

Brian

Brian Shull

Attorney, Division of Financial Practices

Federal Trade Commission

600 Pennsylvania Avenue, NW

Mailstop CC-10232

Washington, DC 20580

Phone: (202) 326-3720

Fax: (202) 326-3768

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

T-MOBILE USA, INC.,

Defendant.

Case No. 2:14-cv-00967-JLR

**STIPULATED ORDER FOR
PERMANENT INJUNCTION AND
MONETARY JUDGMENT**

Plaintiff, the Federal Trade Commission (“FTC”), filed its Complaint for Permanent Injunction and Other Equitable Relief in this matter, pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b). The FTC and Defendant, T-Mobile USA, Inc. (“T-Mobile”), stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Judgment (“Order”), without trial or final adjudication of any issue of fact or law, in order to resolve all matters in dispute in this action.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. The Court finds that it has jurisdiction over this matter.

STIPULATED ORDER FOR PERMANENT
INJUNCTION AND MONETARY JUDGMENT
Case No. 2:14-cv-00967-JLR

Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC 20580
(202) 326-3720

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VI. ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that T-Mobile obtain acknowledgments of receipt of this Order:

- A. T-Mobile, within 7 days of entry of this Order, must submit to the FTC an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 5 years after entry of this Order, T-Mobile must deliver a copy of this Order to: (1) all principals, officers, and directors; (2) all managers, employees, agents, and representatives having supervisory responsibilities with respect to charging consumers for Third-Party Charges; and (3) any business entity resulting from any change in structure as set forth in Section VII of this Order. Delivery must occur within 30 days of entry of this Order for current personnel. For all others, delivery must occur within 30 days after the person assumes such position or responsibilities.
- C. From each individual or entity to which T-Mobile delivered a copy of this Order, T-Mobile must obtain, within 30 days of delivery, a signed and dated acknowledgment of receipt of this Order.

VII. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that T-Mobile make timely submissions to the FTC:

- A. One year after entry of this Order, T-Mobile must submit a compliance report, sworn under penalty of perjury. T-Mobile must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the FTC may use to communicate with T-Mobile; (b) identify all of T-Mobile's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business; (d) describe in detail whether and how T-Mobile is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the FTC.

- B. For 20 years after entry of this Order, T-Mobile must submit a compliance

1 notice, sworn under penalty of perjury, within 14 days of any change in the following: (a) any
2 designated point of contact; or (b) the structure of T-Mobile or any entity that T-Mobile has any
3 ownership interest in or controls directly or indirectly that may affect compliance obligations
4 arising under this Order, including: creation, merger, sale, or dissolution of the entity or any
5 subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

6 C. T-Mobile must submit to the FTC notice of the filing of any bankruptcy petition,
7 insolvency proceeding, or similar proceeding by or against T-Mobile within 14 days of its filing.

8 D. Any submission to the FTC required by this Order to be sworn under penalty of
9 perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I
10 declare under penalty of perjury under the laws of the United States of America that the
11 foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full
12 name, title (if applicable), and signature.

13 E. Unless otherwise directed by an FTC representative in writing, all submissions to
14 the FTC pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier
15 (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer
16 Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580.
17 The subject line must begin: FTC v. T-Mobile USA, Inc. (X140053).

18 **VIII. RECORDKEEPING**

19 IT IS FURTHER ORDERED that T-Mobile must create certain records for 20 years after
20 entry of the Order, and retain each such record for 5 years. Specifically, T-Mobile must create
21 and retain the following records:

22 A. Accounting records showing the revenues associated with all Third-Party
23 Charges, all costs incurred in generating those revenues, and the resulting net
24 profit or loss;

25 B. Personnel records showing, for each person providing supervisory services
26 relating to Third-Party Charges, whether as an employee or otherwise, that

1 person's: name; addresses; telephone numbers; job title(s) or position(s); dates of
2 service; and, if applicable, the reason for termination;

3 C. Records of all Consumer complaints and refund requests relating to Third-Party
4 Charges, whether received directly or indirectly, such as through a third party,
5 and any response;

6 D. A list of Third Parties who have had a product or service terminated by T-Mobile
7 and all known associated individuals;

8 E. A copy of each advertisement or other marketing material related to Third-Party
9 Charges that is created, used, or received by T-Mobile; and

10 F. All records necessary to demonstrate full compliance with each provision of this
11 Order, including all submissions to the FTC.

12 IX. COMPLIANCE MONITORING

13 IT IS FURTHER ORDERED that, for the purpose of monitoring T-Mobile's compliance
14 with this Order:

15 A. Within 14 days of receipt of a written request from a representative of the FTC, T-
16 Mobile must: submit additional compliance reports or other requested information, which must
17 be sworn under penalty of perjury; appear for depositions; and produce documents for inspection
18 and copying. The FTC is also authorized to obtain discovery, without further leave of court,
19 using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including
20 telephonic depositions), 31, 33, 34, 36, 45, and 69.

21 B. For matters concerning this Order, the FTC is authorized to communicate directly
22 with T-Mobile. T-Mobile must permit representatives of the FTC to interview any employee or
23 other person affiliated with any FTC who has agreed to such an interview. The person
24 interviewed may have counsel present.

25 C. The FTC may use all other lawful means, including posing, through its
26 representatives as consumers, suppliers, or other individuals or entities, to T-Mobile or any

1 individual or entity affiliated with T-Mobile, without the necessity of identification or prior
2 notice. Nothing in this Order limits the FTC's lawful use of compulsory process, pursuant to
3 Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

4 **X. RETENTION OF JURISDICTION**

5 IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for
6 purposes of construction, modification, and enforcement of this Order.

7
8 SO ORDERED this day of , 201_.

9
10
11 _____
12 UNITED STATES DISTRICT JUDGE

13 **SO STIPULATED AND AGREED:**

14 **FOR PLAINTIFF:**

15 **FEDERAL TRADE COMMISSION**

16
17 _____ Date: _____
18 BRIAN S. SHULL (Conditionally Admitted)
19 JANE M. RICCI (Conditionally Admitted)
20 Federal Trade Commission
21 600 Pennsylvania Avenue N.W., CC-10232
22 Washington, DC 20580
23 bshull@ftc.gov, jricci@ftc.gov
24 P: (202) 326-3720, (202) 326-2269
25 F: (202) 326-3239

26 COUNSEL FOR FEDERAL TRADE COMMISSION

27 **FOR T-MOBILE USA, INC.:**

28 _____ Date: _____
29 STEPHEN M. RUMMAGE
30 Davis Wright Tremaine LLP

31 STIPULATED ORDER FOR PERMANENT
32 INJUNCTION AND MONETARY JUDGMENT
33 Case No. 2:14-cv-00967-JLR

Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC 20580
(202) 326-3720

1 1201 Third Avenue, Suite 2200
Seattle, WA 98101
2 steverummage@dwt.com
P: (206) 757-8136
3 F: (206) 757-7136

4 COUNSEL FOR T-MOBILE USA, INC.
5

6 _____ Date: _____
7 [NAME] [AS AN OFFICER OF T-MOBILE USA, INC.]
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28 STIPULATED ORDER FOR PERMANENT
INJUNCTION AND MONETARY JUDGMENT
Case No. 2:14-cv-00967-JLR

Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC 20580
(202) 326-3720

To: Andrew.Sacks@T-Mobile.com[Andrew.Sacks@T-Mobile.com]
Cc: Shull, Brian[bshull@ftc.gov]; Richard Hindman[Richard.Hindman@fcc.gov]; 'Bernstein, Jake'[jake.bernstein@atg.wa.gov]; Chun, Beth[Elizabeth.Chun@texasattorneygeneral.gov]; Hayes, Rose[rose.hayes@state.vt.us]; Jill Remming[jill.remring@state.de.us]; McCormally, Patrick[pmccormally@oag.state.md.us]; Patrice Malloy (Patrice.Malloy@myfloridalegal.com)[Patrice.Malloy@myfloridalegal.com]; Paul Singer[paul.singer@texasattorneygeneral.gov]; Priscilla Roberts[Priscilla.Roberts@myfloridalegal.com]; Shull, Andrew[andrew.shull@DOJ.STATE.OR.US]; WhelleyMcCabe, Kate[kate.whelleymccabe@state.vt.us]; Ziperman, Philip[pziperman@oag.state.md.us]
From: WhelleyMcCabe, Kate
Sent: Thur 10/9/2014 5:09:04 PM
Importance: Normal
Subject: EC Redline of Multistate AVC
MAIL_RECEIVED: Thur 10/9/2014 5:09:08 PM
[2014-10-09 DRAFT T-Mobile AVC to T-Mobile.docx](#)

Andy:

Please see attached a redline of the Multistate AVC from the EC, as promised. Please forward it to folks on your side as appropriate.

Best Regards,

Kate

My email address has changed to kate.whelleymccabe@state.vt.us.

Kate Whelley McCabe

Assistant Attorney General

Public Protection Division

Vermont Office of the Attorney General

109 State Street

Montpelier, VT 05609

P: 802.828.5621

F: 802.828.2154

**STATE OF VERMONT
SUPERIOR COURT
WASHINGTON UNIT**

IN RE: THIRD-PARTY
CHARGES ON MOBILE
TELEPHONE BILLS

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CIVIL DIVISION
Docket No. _____

ASSURANCE OF VOLUNTARY COMPLIANCE

Vermont Attorney General William H. Sorrell (“the Attorney General”) and T-Mobile USA, INC. (“Carrier”) hereby agree to this Assurance of Voluntary Compliance (“Assurance”)¹ pursuant to 9 V.S.A. § 2459.

I. BACKGROUND

1. The Attorneys General are responsible for enforcing their respective unfair and deceptive acts and practices laws and other consumer protection laws in their respective states.
2. Carrier is a Delaware corporation located at 12920 Se 38th Street, Bellevue, Washington 98006. Carrier is a leading provider of mobile telephone services.
3. The Attorneys General allege that the practice of placing charges on Consumers’ mobile telephone bills that have not been authorized by the Consumer, known as “cramming,” is a major national problem.
4. The Attorneys General allege Consumers who have been “crammed” often complain about charges, typically about \$9.99 per month, for “premium” text message subscription services such as horoscopes, trivia, and sports scores that they have never heard of or requested.
5. The Attorneys General allege that cramming occurs when the Carrier places charges on Consumers’ mobile telephone bills for third-party services without Consumers’ knowledge and/or authorization.
6. The Attorneys General allege that many Consumers are unaware that their mobile telephones can be used to make payments for Third-Party Products, and that Consumers often pay Unauthorized Third-Party Charges without the knowledge that the charges have been placed on their mobile telephone bills.

¹ This Assurance of Voluntary Compliance shall, for all necessary purposes, also be considered an Assurance of Discontinuance.

CONFIDENTIAL SETTLEMENT DRAFT FOR DISCUSSION PURPOSES
NOT TO BE DISCLOSED PUBLICLY OR USED AS EVIDENCE IN ANY PROCEEDING

7. Carrier believes that it has fully and voluntarily cooperated with the Attorneys General in their inquiries regarding the placement of unauthorized Third-Party Charges on mobile telephone bills. Although Carrier denies any liability based upon the allegations above, in order to resolve this dispute, Carrier has agreed to the terms of this Assurance.

II. DEFINITIONS

1. The following definitions shall apply for purposes of this Assurance:
 - a. "Attorneys General"² means the Attorneys General, or their designees, of the Participating States and Commonwealths.
 - b. "Bill" means a Consumer's mobile telephone bill or prepaid mobile account, as applicable.
 - c. "Block" means a restriction placed on a Consumer's account that prevents one or more lines from being used to purchase Third Party Products and from being billed for Third-Party Charges on the Consumer's Bill.
 - d. A statement is "Clear and Conspicuous" if it is disclosed in such size, color, contrast, location, duration, and/or audibility that it is readily noticeable, readable, understandable, and capable of being heard. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies, explains or clarifies other information with which it is presented, then the statement 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:
 - i. An audio disclosure must be delivered in a volume and cadence sufficient for a consumer to hear and comprehend it;
 - ii. A text message, television or internet disclosure must be of a type size and shade and remain on the screen for a duration sufficient for a consumer to read and comprehend it; and
 - iii. 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 it.

² The Georgia Administrator of the Fair Business Practices Act, appointed pursuant to O.C.G.A. 10-1-395, is statutorily authorized to enforce Georgia's Fair Business Practices Act of 1975 ("FBPA"). The Utah Division of Consumer Protection is statutorily authorized to enforce all statutes listed in Utah Code 13-2-6, including the Utah Consumer Sales Practices Act, Utah Code 13-11-1, *et seq.* Hawaii is represented by its Office of Consumer Protection, an agency that is not part of the state Attorney General's Office, but which is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii.

- e. "Commercial PSMS" means the use of PSMS to bill for Products.
- f. "Consumer" means a current or former subscriber or purchaser of Products for which Third-Party Charges are or were placed on the Consumer's Bill, whether that person is the individual responsible for paying the Bill or has a device that is billed to a shared account, and is a resident of one of the Participating States and Commonwealths. "Consumer" does not include any business entity or any state, federal, local, or other governmental entity, if (1) the business entity or government, and not the employees or individuals working for or with that business entity or government, is solely liable to the Carrier for payment of all charges billed on that account, and (2) the ability to process Third-Party Charges through that account is not available unless the business entity or government affirmatively requests that certain or all mobile devices be provided the ability to authorize placement of such Third-Party Charges.
- g. "Effective Date" means[DATE TO BE NEGOTIATED]..
- h. "Participating States" mean the following states and commonwealths: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, 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 Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming, as well as the District of Columbia.
- i. "Premium Short Messaging Service" or "PSMS" means a service that distributes paid content to a Consumer using the Short Message Service ("SMS") and Multimedia Messaging Service ("MMS") communication protocols via messages that are routed using a Short Code, resulting in a Third-Party Charge.
- j. "Product" means content and/or services that can be used on a mobile device for which charges are placed on the Consumer's Bill. "Product" excludes contributions to charities, candidates for public office, political action committees, campaign committees, campaigns involving a ballot measure, or other similar contributions. "Product" also excludes co-branded and white label products where content and services are sold jointly and cooperatively by a Carrier and another entity, where the content and/or services is placed on the subscriber's Bill as a Carrier charge, and the Carrier is responsible for accepting complaints, processing refunds, and other communications with the consumer regarding the charge. "Product" also excludes handset insurance and extended warranty offerings, and collect-calling services for which Carrier directly collects Express Informed Consent.

- k. "Short Code" means a common code leased from the CTIA Common Short Code Administration that is comprised of a set of numbers, usually 4 to 6 digits, to which text messages can be sent to and received from using a mobile telephone.
- l. "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.
- m. "Third-Party Charge" means a charge for the purchase of a Third-Party Product placed on a Consumer's Bill.
- n. "Unauthorized Third-Party Charge" means a Third-Party Charge placed on a Consumer's Bill without the Consumer's Express Informed Consent.
- o. "Express Informed Consent" means an unambiguous assent to be charged for the purchase of a Product from a Third Party that is given by a Consumer after receiving a Clear and Conspicuous disclosure of material facts.

III. APPLICATION

1. The provisions of this Assurance 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 Carrier's placement of Third-Party Charges in the Participating States and Commonwealths.

IV. ASSURANCE TERMS

1. Commercial PSMS: Carrier shall not make available to Consumers the option to purchase Products through Commercial PSMS and shall not bill new charges for Commercial PSMS
2. 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. 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 practices³ to confirm Express Informed Consent will be appropriately collected and documented by the person or entity obligated to do so, and shall monitor and enforce those policies and practices to confirm Express Informed Consent is appropriately collected and

³ 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.

documented, and where Express Informed Consent has not been appropriately collected and documented, shall require remedial action (which may include, for example, suspension, proactive credits, or retraining) or cease billing for such charges. While the system described by this Paragraph is being developed and implemented, Carrier shall take reasonable steps to obtain Express Informed Consent before a Consumer is billed for any Third-Party Charge..

3. Purchase Confirmation for Third-Party Charges: Beginning no later than ninety (90) days after the Effective Date, Carrier shall implement a system whereby the Consumer (and, for multiline accounts, the primary or principal account holder or owner (collectively "primary account holder"), if designated,) will be sent a purchase confirmation separate from the Bill of every Third-Party Charge, including recurring charges, that will appear on his or her Bill. Any such purchase confirmation shall be sent within a reasonable time following the purchase of a Third-Party Product or the recurrence of a Third-Party Charge, and shall identify Blocking options that Carrier makes available to Consumers and/or provide access to such information. For multiline accounts, Carrier may provide the primary account holder the option to elect not to receive such purchase confirmations.
4. Information on Blocking: Beginning no later than sixty (60) days after the Effective Date, Carrier shall provide a Clear and Conspicuous disclosure about Third-Party Charges and blocking options in informational material provided at or near the time of subscribing to service to the extent Third Party Charges are offered and available with the service, and which is provided in a context separate from the actual subscriber agreement document. Such disclosure shall include a description of Third-Party Charges, how Third-Party Charges appear on Bills, and options available to Consumers to Block Third-Party Charges.
5. Billing Information and Format: Beginning no later than sixty (60) days after the Effective Date:
 - a. All Third-Party Charges shall be presented in a dedicated section of the Consumer's Bill (or in a dedicated section for each mobile line on the account, if the Bill sets forth charges by each line) and shall be set forth in such a manner as to distinguish the Third-Party Charges contained therein from Carrier's service, usage and other charges. This section of the Consumer's Bill shall contain a heading that Clearly and Conspicuously identifies that the charges are for Third-Party Products; and
 - b. The Third-Party Charge billing section required by this Section shall include a Clear and Conspicuous disclosure of a Consumer's ability to Block Third-Party Charges, including contact and/or access information that Consumers may use to initiate such Blocking. If the Carrier includes a Third-Party Charge billing section for each mobile line on the account, the Carrier shall have the option to include the disclosure of a Consumer's ability to Block Third-Party Charges in only the first Third-Party Charge billing section that appears on the Bill, rather than in all Third-Party Charge billing sections.

6. Consumer Contacts: When a Consumer contacts Carrier with regard to a Third-Party Charge incurred after the Effective Date, or a Block, Carrier shall:
- a. provide the Consumer with access to a customer service representative who shall have access to the Consumer's account information for at least the prior twelve (12) months;
 - b. offer the Consumer the opportunity to Block future Third-Party Charges;
 - c. provide the Consumer a full refund or credit of no fewer than three (3) months of any and all Third-Party Charges the Consumer claims that he or she did not authorize, provided the Consumer makes the claim within three (3) months of being billed for such charge(s). Carrier may deny a refund under this subparagraph if:
 - i. Carrier has information demonstrating that the Consumer provided Express Informed Consent to the Third-Party Charge, and, upon request, provides such information to the Consumer;
 - ii. Carrier has information demonstrating that the Consumer has repeatedly sought refunds for Third-Party Charges and declined to Block Third-Party Charges more than two times over the prior twelve (12) month period; or
 - iii. the Consumer has already received a credit or refund for the disputed Third-Party Charge, and, upon request, Carrier provides such information to the Consumer.
 - d. if the Consumer is not satisfied with the relief obtained under the process contained in subparagraph (c) of this paragraph, Carrier shall:
 - i. offer the Consumer the opportunity to receive a full refund if the consumer submits his or her request in writing via U.S. Mail, email, or web-based form affirming that he or she did not offer such charge, and provide such refund, unless Carrier can demonstrate fraud or misrepresentation in connection with the claim;
 - ii. This subparagraph d. shall expire four (4) years from the Effective Date.
 - e. beginning no later ninety (90) days after the Effective Date, implement a process to track claims from a Consumer that the Consumer did not authorize a Third-Party Charge; and
 - f. not require the Consumer to first contact the Third Party in order to receive a refund/credit of any claimed Unauthorized Third-Party Charge, although this subparagraph does not prohibit asking the Consumer if he or she has contacted the Third Party and/or has already received a credit or refund

from the Third Party for some or all of the claimed Unauthorized Third-Party Charge; and

- g. beginning no later than ninety (90) days from the Effective Date, until such time as Carrier demonstrates that a Consumer has provided Express Informed Consent to a disputed Third-Party Charge:
 - i. not require the Consumer to pay the disputed Third-Party Charge, including any related late charge or penalty;
 - ii. not send the disputed Third-Party Charges to collection;
 - iii. not make any adverse credit report based on non-payment of the disputed Third-Party charge; and
 - iv. not suspend, cancel, or take any action that may adversely affect the Consumer's mobile telephone service or functionality for any reason related to non-payment of the disputed Third-Party Charges. The remedies in this subparagraph 15(f) are inapplicable to Consumer complaints involving dissatisfaction with purchases where the Consumer does not dispute that Consumer authorized the purchase.
- 7. **Training:** Carrier shall conduct a training program with its customer service representatives, at least annually, to administer the requirements of this Assurance.
- 8. **Cooperation with Attorney General:** Carrier shall designate a contact to whom the Attorney General may provide information regarding any concerns about Unauthorized Third-Party Charges, and from whom the Attorney General may request information and assistance in investigations. The information and assistance shall include information regarding the identity of Third Parties placing charges on Carrier's Bill, revenue from such Third Parties, refunds provided relating to such Third parties, any audits conducted of such Third Parties (to the extent not protected by attorney client privilege or attorney work product), and any applications or other information provided by the Third Parties, to the extent that Carrier has access to such information. Consistent with Carrier's legal obligations, Carrier shall provide such information within a reasonable period and shall cooperate in good faith with such requests, including investigating any reports of Unauthorized Third-Party Charges the Carrier receives from the Attorney General.
- 9. **Information Maintained by Carrier:** Beginning no later than [add appropriate implementation period for each Carrier] days after the Effective Date, Carrier shall implement systems that allow it to maintain and report the refund/credit information created pursuant to paragraph 15(c). Carrier shall maintain such records for at least four (4) years from the date of their creation. Carrier's obligation to maintain records for four (4) years from the date of their creation shall continue after Carrier's obligation to provide the Quarterly Reports described in Paragraph 18 expires.

10. Information Sharing with Attorney General:

- a. Carrier shall provide a report to the Office of the Vermont Attorney General every three (3) months ("Quarterly Reports") that includes the information specified in subparagraphs (b) and (c) below covering the three (3) month period that preceded the issuance of the report. Information in Quarterly Reports shall be presented on a national basis and provided electronically in a format to be agreed to by the parties. Quarterly Reports shall be provided within thirty (30) days of the end of each calendar quarter. The Vermont Attorney General recognizes that Carrier believes that such Quarterly Reports contain confidential commercial and financial information from the Carrier that is proprietary and sensitive. Carrier believes that such information is customarily regarded as confidential in the wireless industry and by the Carrier, and is likely to cause substantial harm to the competitive position of Carrier if publicly disclosed. In recognition of Carrier's position, the Vermont Office of the Attorney General shall not disclose Quarterly Reports to any person, including but not limited to other Attorneys General, unless such person, including other Attorneys General agrees to maintain the Quarterly Report as confidential.
- b. Carrier shall include in the Quarterly Report:
 - i. the number of claims from a Consumer that the Consumer did not authorize a Third-Party Charge;
 - ii. the number of refunds/credits that were provided based on a claim by a Consumer that he or she incurred an Unauthorized Third-Party Charge;
 - iii. the total amount, in dollars, of Third-Party Charges that the Carrier has refunded/credited in response to such a claim by Consumers; and
 - iv. for Third-Party Charges for which Carrier has issued a refund/credit in the three (3) month period pursuant to paragraph 15(c), the number of refunds/credits, and the total amount of refunds/credits, in dollars, that Carrier has refunded to such Consumers for each such Third Party, identified in the Quarterly Report by the entity responsible to Carrier for ensuring Express Informed Consent is collected from the Consumer.
- c. Carrier shall include in the Quarterly Report a description of any remedial action taken by Carrier against Third-Parties for Unauthorized Third-Party Charges, and the dates(s) those actions were taken by Carrier, including, but not limited to, any actions taken to limit or terminate a Third-Party's ability to place Third-Party Charges on a Consumer's Bill.
- d. The report of remedial action shall be summarized by Third Party and contain the following information: (a) Name and contact information of such Third Party, (b) Description of service against which remedial action was

taken, (c) Whether the service was suspended or terminated (and if the Product was suspended or terminated, Carrier shall include the date of suspension or termination and any conditions for reinstatement), (d) the reason for the remedial action.

- e. This paragraph 18 shall expire four (4) years from the Effective Date.

V. MONETARY PAYMENT

1. Carrier shall pay Eighteen Million Dollars (\$18,000,000.00) to be divided and paid by Carrier directly to each of the Attorneys General in an amount to be designated by and in the sole discretion of the Attorneys General. Payment shall be made no later than thirty (30) days after the Effective Date. Said payment shall be used by the [State] Attorney General for purposes that may include, but are not limited to, civil penalties, attorneys' fees, and other costs of investigation and litigation, or to be placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of the [State] Attorney General. [THE PAYMENT LANGUAGE MAY VARY AMONG THE STATES].
2. [RESTITUTION PLAN TO BE NEGOTIATED] Within 30 days of the Effective Date, Carrier shall make available upon request the names and last known email, mobile phone number and mailing addresses of all consumers it has notified and/or will notify of the redress program to the States. Carrier shall comply with any and all States' requests, consistent with Carrier's legal obligations, within ten (10) business days of the request. [If T-Mobile is to solely conduct the restitution program, the states will also need some form of reporting at the close of the program.]

VI. RELEASE

1. Effective upon full payment of the amount due under paragraph 19, the Attorney General releases and discharges Carrier and its officers, employees, agents, successors, assignees, affiliates, merged or acquired entities, parent or controlling entities, and subsidiaries from any and all claims, suits, demands, damages, restitution, penalties, fines, actions, and other causes of action that the Attorney General could have brought under [CITE TO CONSUMER PROTECTION ACT], both known and unknown, arising directly or indirectly out of or related to billing, charging, disclosures, policies, practices, actions or omissions related to PSMS or Unauthorized Third-Party Charges that were incurred prior to the Effective Date. Further, nothing contained in this paragraph shall be construed to limit the ability of the Attorney General to enforce the obligations that Carrier and its officers, agents, servants and employees acting on its behalf, have under this Assurance.
2. Nothing in this Assurance shall be construed to create, waive, or limit any private right of action.

3. Notwithstanding any term of this Assurance, any and all of the following forms of liability are specifically reserved and excluded from the release in paragraph 21 as to any entity or person, including Carrier:
 - a. Any criminal liability that any person or entity, including Carrier, has or may have to the State of [INSERT STATE].
 - b. Any civil or administrative liability that any person or entity, including Carrier, has or may have to the State of [INSERT STATE] under any statute, regulation or rule not expressly covered by the release in paragraph 21 above, including but not limited to, any and all of the following claims:
 - i. state or federal antitrust violations;
 - ii. state or federal securities violations; and
 - iii. state or federal tax claims.

VII. GENERAL PROVISIONS

1. The parties understand and agree that this is a compromise settlement of disputed issues and that the consideration for this Assurance shall not be deemed or construed as: (a) an admission of the truth or falsity of any claims or allegations heretofore made or any potential claims; (b) an admission by 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 Assurance does not constitute a finding of law or fact, or any evidence supporting any such finding, by any court or agency 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 Assurance without any admission of liability. It is the intent of the parties that this Assurance shall not be used as evidence in any action or proceeding, except an action to enforce this Assurance.
2. Unless otherwise specifically provided, all actions required pursuant to this Assurance shall commence as of the Effective Date.
3. Nothing in this Assurance limits Carrier's right, at its sole discretion, to provide refunds or credits to Consumers in addition to what is required in this Assurance.
4. Carrier understands that the Attorney General may file and seek court approval of this Assurance. Should such an approval be obtained, the court shall retain jurisdiction over this Assurance for the purpose of enabling the Parties to apply to the court at any time for orders and directions as may be necessary or appropriate to enforce compliance with or to punish violations of this Assurance. Neither Party

will object on the basis of jurisdiction to enforcement of this Assurance under this provision.

5. As consideration for the relief agreed to herein, if the Attorney General of a Participating State determines that Carrier has failed to comply with any of the terms of this Assurance, and if in the Attorney General's sole discretion the failure to comply does not threaten the health or safety of the citizens of the participating State and/or does not create an emergency requiring immediate action, the Attorney General will notify Carrier in writing of such failure to comply and Carrier shall then have ten (10) business days from receipt of such written notice to provide a good faith written response to the Attorney General's determination. The response shall include an affidavit containing, at a minimum, either: (a) A statement explaining why Carrier believes it is in full compliance with the Assurance; or (b) A detailed explanation of how the alleged violation(s) occurred; and (i) A statement that the alleged breach has been addressed and how; or (ii) A statement that the alleged breach cannot be reasonably addressed within ten (10) business days from receipt of the notice, but (1) Carrier has begun to take corrective action to address the alleged breach; (2) Carrier is pursuing such corrective action with reasonable and due diligence; and (3) Carrier has provided the Attorney General with a detailed and reasonable time table for addressing the alleged breach. Nothing herein shall prevent the Attorney General from agreeing in writing to provide Carrier with additional time beyond the ten (10) business day period to respond to the notice.
6. Nothing herein shall be construed to exonerate any contempt or failure to comply with any provision of this Assurance after the date of its entry, to compromise the authority of the Attorney General to initiate a proceeding for any contempt or other sanctions for failure to comply, or to compromise the authority of a court to punish as contempt any violation of this Assurance. Further, nothing in this paragraph shall be construed to limit the authority of the Attorney General to protect the interests of the Participating State or the people of the Participating State.
7. The Participating States represent that they will seek enforcement of the provisions of this Assurance with due regard to fairness.
8. Carrier shall designate one or more employees to act as the primary contact for the Attorney General for purposes of assisting the Attorney General in investigations. The contact employee(s) designated by Carrier pursuant to this paragraph shall be capable of receiving and processing subpoenas, statutory investigative demands, or other legal process requesting information pertaining to the placement of charges on Consumers' mobile phone accounts by Third Parties. Carrier shall provide the Attorney General with the name(s), address(es), telephone number(s), facsimile number(s) and electronic mail address(es) of each such employee.
9. This Assurance is intended to supplement, and does not supplant or in any way restrict, the Attorney General's subpoena power and/or investigative authority pursuant to applicable law.

10. This Assurance does not supplant or in any way restrict the Attorney General's powers to investigate the prevalence of Unauthorized Third-Party Charges or the extent to which this Assurance has affected the prevalence of Unauthorized Third-Party Charges in its jurisdiction.
11. This Assurance does not supplant or in any way restrict Carrier's legal rights and ability to demand formal legal process to protect its Consumers' privacy rights and/or to protect Carrier from potential liability for disclosing or sharing such information without legal process.
12. The only persons with rights under this Assurance are the parties to the Assurance, namely Carrier and the Attorney General. No third-party is entitled to claim rights under this Assurance and no provision of this Assurance is enforceable by any person or entity not a party to the Assurance. The agreement in this Assurance has no third-party beneficiaries.
13. This Assurance represents the full and complete terms of the settlement entered by the parties hereto.
14. All parties participated in the drafting of this Assurance.
15. This Assurance may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
16. All Notices under this Assurance shall be provided to the following address via First Class or Electronic Mail:

For the Attorney General

For Carrier

17. Any failure by any party to this Assurance to insist upon the strict performance by any other party of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions of this Assurance, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Assurance.
18. If any clause, provision or paragraph of this Assurance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall

not affect any other clause, provision, or paragraph of this Assurance and this Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, provision, or paragraph had not been contained herein.

19. Nothing in this Assurance shall be construed as relieving Carrier of the obligation to comply with all local, state and federal laws, regulations or rules, nor shall any of the provisions of this Assurance be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.
20. The parties understand that this Assurance shall not be construed as an approval of or sanction by the Attorney General of Carrier's business practices, nor shall Carrier represent the decree as such an approval or sanction. The parties further understand that any failure by the Attorney General to take any action in response to any information submitted pursuant to the Assurance shall not be construed as an approval, or sanction, of any representations, acts or practices indicated by such information, nor shall it preclude action thereon at a later date.
21. Carrier shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part in [INSERT STATE] that are prohibited by this Assurance or for any other purpose that would otherwise circumvent any term of this Assurance. Carrier shall not cause, knowingly permit, or encourage any other persons or entities acting on its behalf, to engage in practices from which Carrier is prohibited by this Assurance.
22. If the Attorney General determines that Carrier made any material misrepresentation or omission relevant to the resolution of this investigation, the Attorney General retains the right to seek modification of this Assurance.
23. In the event that any statute or regulation pertaining to the subject matter of this Assurance is modified, enacted, promulgated or interpreted by the Federal government or any Federal agency, such as the FCC, such that Carrier cannot comply with both the statute or regulation and any provision of this Assurance, Carrier may comply with such statute or regulation, and such action shall constitute compliance with the counterpart provision of this Assurance. Carrier shall provide advance written notice to the Attorney General of Vermont of the inconsistent provision of the statute or regulation with which Carrier intends to comply under this paragraph 47, and of the counterpart provision of this Assurance that is in conflict with the statute or regulation.
24. In the event that any statute or regulation pertaining to the subject matter of this Assurance is modified, enacted, promulgated or interpreted by a Participating State or Commonwealth, such that the statute or regulation is in conflict with any provision of this Assurance, and such that Carrier cannot comply with both the statute or regulation and the provision of this Assurance, Carrier may comply with such statute or regulation, and such action shall constitute compliance with the counterpart provision of this Assurance. Carrier shall provide advance written

notice to both the Attorney General of Vermont and the Attorney General of the Participating State or Commonwealth, of the inconsistent provision of the statute or regulation with which Carrier intends to comply under this paragraph 48, and of the counterpart provision of this Assurance that is in conflict with the statute or regulation.

25. To seek a modification of this Assurance for any reason other than that provided for in paragraphs 47 or 48 of this Assurance, Carrier shall send a written request for modification to the Attorney General of Vermont on behalf of the Participating States. The Participating States shall give such petition reasonable consideration and shall respond to Carrier within thirty (30) days of receiving such request. At the conclusion of this 30 day period, Carrier reserves all rights to pursue any legal or equitable remedies that may be available to it.
26. All court costs are to be taxed to Carrier. [THIS PARAGRAPH IS ONLY APPLICABLE TO STATES THAT FILE THEIR ASSURANCES IN COURT.]

[SIGNATURE BLOCKS]

To: andrew.sacks@t-mobile.com[andrew.sacks@t-mobile.com]; Rummage, Steve (SteveRummage@DWT.COM)[SteveRummage@DWT.COM]; jwinston@hudco.com[jwinston@hudco.com]
Cc: Richard Hindman[Richard.Hindman@fcc.gov]; 'Bernstein, Jake'[jake.bernstein@atg.wa.gov]; Chun, Beth[Elizabeth.Chun@texasattorneygeneral.gov]; Hayes, Rose[rose.hayes@state.vt.us]; Jill Remming[jill.remming@state.de.us]; McCormally, Patrick[pmccormally@oag.state.md.us]; Patrice Malloy (Patrice.Malloy@myfloridalegal.com)[Patrice.Malloy@myfloridalegal.com]; Paul Singer[paul.singer@texasattorneygeneral.gov]; Priscilla Roberts[Priscilla.Roberts@myfloridalegal.com]; Shull, Andrew[andrew.shull@DOJ.STATE.OR.US]; Ziperman, Philip[pziperman@oag.state.md.us]; 'WhelleyMcCabe, Kate' (kate.whelleymccabe@state.vt.us)[kate.whelleymccabe@state.vt.us]
From: Shull, Brian
Sent: Fri 10/10/2014 9:29:14 AM
Importance: Normal
Subject: FTC/T-Mobile draft settlement order
MAIL_RECEIVED: Fri 10/10/2014 9:29:00 AM
[10.10 draft FTC TMO settlement order.docx](#)

Andy,

Please find attached the FTC's draft settlement order. Per your instructions on Monday, I have included Steve Rummage and Joel Winston on this email as well.

As you will see, our order is similar to the AT&T order announced on Wednesday, although we have imported some language that we previously agreed upon in our prior round of negotiations.

We look forward to discussing this with you.

Brian

Brian Shull

Attorney, Division of Financial Practices

Federal Trade Commission

600 Pennsylvania Avenue, NW

Mailstop CC-10232

Washington, DC 20580

Phone: (202) 326-3720

Fax: (202) 326-3768

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

T-MOBILE USA, INC.,

Defendant.

Case No. 2:14-cv-00967-JLR

**STIPULATED ORDER FOR
PERMANENT INJUNCTION AND
MONETARY JUDGMENT**

Plaintiff, the Federal Trade Commission ("FTC"), filed its Complaint for Permanent Injunction and Other Equitable Relief in this matter, pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b). The FTC and Defendant, T-Mobile USA, Inc. ("T-Mobile"), stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Judgment ("Order"), without trial or final adjudication of any issue of fact or law, in order to resolve all matters in dispute in this law enforcement action by the FTC.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. The Court finds that it has jurisdiction over this matter.

STIPULATED ORDER FOR PERMANENT
INJUNCTION AND MONETARY JUDGMENT
Case No. 2:14-cv-00967-JLR

Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC 20580
(202) 326-3720

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

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

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

10 4. "Collectible Consumer Debt" means the amount owed to T-Mobile by a
11 Consumer whose accounts are not paid-in-full that T-Mobile owns and may legally take legal
12 action to collect.

13 5. "Commercial PSMS" means the use of PSMS to bill for Products.

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

24 7. "Consumer Redress Period" means the twelve month period of time beginning on
25 July 1, 2014.

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1 8. “Effective Date” means the date this Stipulated Order for Permanent Injunction
2 and Monetary Judgment is approved and entered by the Court.

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

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

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

18 12. “Product” means content and/or services that can be used on a mobile device for
19 which charges are placed on the Consumer’s Bill by T-Mobile. “Product” excludes
20 contributions to charities, candidates for public office, political action committees, campaign
21 committees, campaigns involving a ballot measure, or other similar contributions. “Product”
22 also excludes co-branded and white label products where content and services are sold jointly
23 and cooperatively by T-Mobile and another entity, where the content and/or services is placed on
24 the subscriber’s bill as a T-Mobile charge, and T-Mobile is responsible for accepting complaints,
25 processing refunds, and other communications with the consumer regarding the charge.

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1 "Product" also excludes handset insurance and extended warranty offerings, and collect calling
2 services for which T-Mobile directly collects Express Informed Consent.

3 13. "Short Code" means a common code leased from the CTIA Common Short Code
4 Administration that is comprised of a set of numbers, usually 4 to 6 digits, to and from which
5 text messages can be sent and received using a mobile telephone.

6 14. "Third Party" means an entity or entities, other than T-Mobile, that provides a
7 Product to Consumers for which billing is made through T-Mobile's Bills.

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

10 16. "Third-Party Product" means a Product provided by a Third Party.

11 17. "T-Mobile" means T-Mobile USA, Inc., and its successors and assigns.

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

14 **ORDER**

15 **I. EXPRESS INFORMED CONSENT**

16 IT IS ORDERED that T-Mobile and its officers, agents, servants, employees, and
17 attorneys and all others in active concert or participation with any of them, who receive actual
18 notice of this Order, whether acting directly or indirectly, shall:

19 A. Begin developing and implementing a system, which shall be fully implemented
20 by T-Mobile no later than February 1, 2015, to obtain Express Informed Consent before a
21 Consumer is billed for any Third-Party Charge. The Consumer's Express Informed Consent may
22 be provided to T-Mobile or to another person or entity obligated to T-Mobile to obtain such
23 consent. T-Mobile or other person or entity shall retain sufficient information to allow such
24 consent to be verified. If Express Informed Consent is not directly collected by T-Mobile, T-
25 Mobile shall implement reasonable policies and practices to confirm Express Informed Consent
26 will be appropriately collected and documented by the person or entity obligated to do so, and

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1 shall monitor and enforce those policies and practices to confirm Express Informed Consent is
2 appropriately collected and documented, and where Express Informed Consent has not been
3 appropriately collected and documented, shall require remedial action (which may include, for
4 example, suspension, proactive credits, or retraining) or cease billing for such charges. While
5 the system described by this Paragraph is being developed and implemented, T-Mobile shall take
6 reasonable steps to obtain Express Informed Consent before a Consumer is billed for any Third-
7 Party Charge. Provided however, for purposes of this Section, for charges incurred through
8 operating system storefronts, such reasonable policies and practices may, for example, consist of
9 T-Mobile or its agents making a statistically valid random sample of purchases to demonstrate
10 whether the storefront is collecting Express Informed Consent consistent with this Order; and

11 B. Beginning no later than 90 days after the Effective Date, implement a system
12 whereby the Consumer (and, for multiline accounts, the primary or principal account holder or
13 owner (collectively "primary account holder"), if designated,) will be sent a purchase
14 confirmation, separate from the Bill, of every Third-Party Charge, including recurring charges,
15 that will appear on his or her Bill. Any such purchase confirmation shall be sent within a
16 reasonable period of time following the time a Third-Party Product is purchased or the
17 recurrence of a Third-Party Charge, and shall identify Blocking options that T-Mobile makes
18 available to Consumers and/or provide access to such information. For multiline accounts, T-
19 Mobile may provide the primary account holder the option to elect not to receive such purchase
20 confirmations.

21 II. REQUIRED DISCLOSURES

22 IT IS FURTHER ORDERED that T-Mobile and its officers, agents, servants, employees,
23 and attorneys and all others in active concert or participation with any of them, who receive
24 actual notice of this Order, whether acting directly or indirectly, shall, beginning no later than 60
25 days after the Effective Date, provide a Clear and Conspicuous disclosure about Third-Party
26 Charges and Blocking options in informational material provided at or near the time of

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1 subscribing to service to the extent Third-Party Charges are offered and available with the
2 service, and which is provided in a context separate from the actual subscriber agreement
3 documents. Such disclosure shall include a description of Third-Party Charges, how Third-Party
4 Charges appear on Bills, and options available to Consumers to Block Third-Party Charges.
5 Consumers shall not incur any data or text charges for receiving or accessing the information
6 discussed in this Section.

7 III. REFUND PRACTICES

8 IT IS FURTHER ORDERED that T-Mobile and its officers, agents, servants, employees,
9 and attorneys and all others in active concert or participation with any of them, who receive
10 actual notice of this Order, whether acting directly or indirectly, shall:

11 A. For at least 6 years from the Effective Date, conduct a training program with its customer
12 service representatives, at least annually, to administer the requirements of this Consent Decree. To the
13 extent that T-Mobile no longer permits Third-Party Charges on Consumers' Bills, T-Mobile will conduct
14 one training program within three months of such cessation and will have no further obligation to conduct
15 training programs under this Section so long as T-Mobile does not permit Third-Party Charges on
16 Consumers' Bills; and

17 B. After a consumer disputes a Third-Party Charge within three months of the last
18 charge for a particular Product:

- 19 1. Provide the Consumer with access to a customer service representative
20 who has access to the Consumer's account information for at least the prior 12 months;
- 21 2. Offer the Consumer the opportunity to Block future Third-Party Charges;
- 22 3. Commence and complete an investigation that is reasonably calculated to
23 determine whether the Consumer gave Express Informed Consent to the disputed
24 charge(s), including charges for the same Product that were billed more than three
25 months before the consumer dispute. T-Mobile shall inform the Consumer that, during
26 the investigation, the Consumer is not obligated to pay the disputed charge(s), and that

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nonpayment of such charge(s) will not result in interest accrual or phone service termination or deduction of pre-paid minutes.

a) If T-Mobile reasonably concludes after the investigation that the Consumer gave Express, Informed Consent to the disputed charge(s), T-Mobile shall promptly provide the Consumer with the basis for its conclusion, including providing the Consumer with any documentary or other evidence considered, and the name and contact information of the Third Party that initiated the Third-Party Charge.

b) If T-Mobile reasonably concludes after the investigation that the Consumer did not give Express Informed Consent to the disputed charge(s), T-Mobile shall promptly provide the Consumer with a full refund of the disputed charge(s).

Provided, however, that T-Mobile shall not be required to conduct such an investigation if it promptly refunds the Consumer the full amount of the disputed charge(s).

4. Beginning no later than 90 days after the Effective Date, implement a process to track claims from a Consumer that the Consumer did not authorize a Third-Party Charge; and

5. Be prohibited from requiring the Consumer to first contact the Third Party in order to receive a refund or credit of any claimed Unauthorized Third-Party Charge, although this Subsection does not prohibit asking the Consumer if he or she has contacted the Third Party and/or if the Consumer has already received a credit or refund from the Third Party for some or all of the claimed Unauthorized Third-Party Charge.

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IV. CONSUMER REDRESS

IT IS FURTHER ORDERED that T-Mobile shall provide full refunds to Consumers who have been charged by T-Mobile for unauthorized Commercial PSMS charges from June 1, 2010 through the Effective Date of this Order as follows:

A. T-Mobile shall provide prompt refunds to Consumers for the full amount of any unauthorized Commercial PSMS charge that has not already been fully refunded according to T-Mobile’s billing records. T-Mobile shall refund no less than \$90 million (the “PSMS Charges Refund Amount”) for unauthorized Commercial PSMS charges during the Consumer Redress Period, to be monitored by the FTC. If T-Mobile refunds less than \$90 million, after applying the credits specified in Sections IV.C and IV.D, it shall remit the balance to the FTC, so the FTC can make additional redress, disgorgement, or consumer informational remedies pursuant to Section IV.E. For purposes of this Section IV, a “prompt” refund means a refund provided within 60 days of receiving a complete and valid claim form for a refund of an unauthorized Commercial PSMS charge.

B. To effectuate Section IV.A of this Order:

I. During the Consumer Redress Period, T-Mobile shall provide notice of the right to obtain refunds for unauthorized Commercial PSMS charges to Consumers who have been charged for a Commercial PSMS charge that has not already been fully refunded according to T-Mobile’s billing records. For current customers, T-Mobile shall provide notice using the medium that it uses to bill the Consumers and through an SMS text message in two consecutive billing cycles during the Consumer Redress Period. *Provided, however,* that if the notice accompanies a Consumer’s Bill, the notice shall be on a different color of paper than the Consumer’s Bill. For former customers, T-Mobile shall provide the notice within the Consumer Redress Period by sending it via first-class mail to the Consumer’s last known address and provide a second notice by email to the Consumer’s last known email address. Prior

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1 to mailing notices, T-Mobile shall update the addresses via the Postal Service's National
2 Change of Address database. The notices shall provide the link to an online form that
3 Consumers can use to apply for refunds; *provided, however*, that at the request of a
4 Consumer, a hard copy form must be provided without cost to the Consumer;

5 2. T-Mobile shall promptly provide, upon request by a
6 Consumer, the total amount of Commercial PSMS charges charged to the Consumer that
7 have not been fully refunded by T-Mobile or a Third Party, the dates of such charges, and
8 the Third Party initiating such charges;

9 3. Upon a Consumer's affirmation that the Consumer
10 was charged for unauthorized Commercial PSMS charges, T-Mobile shall provide
11 prompt refunds to the Consumer for the unauthorized Commercial PSMS charges as
12 follows:

13 a) For Consumers with active accounts T-Mobile shall
14 provide prompt refunds by a credit to the Consumer's mobile account; *provided,*
15 *however*, that T-Mobile shall Clearly and Conspicuously disclose to Consumers
16 that in the event they close their account with T-Mobile prior to T-Mobile issuing
17 a credit, they will receive a prompt refund by check. For Consumers with
18 inactive accounts that are paid in full, T-Mobile shall provide prompt refunds by
19 check. The determination of whether a Consumer's mobile account is active or
20 inactive shall be made at the time the refund is issued;

21 b) For Consumers whose inactive accounts are not
22 paid in full, T-Mobile shall promptly reduce the outstanding balance of the
23 account by the total amount of unauthorized Commercial PSMS charges as
24 identified by the Consumer that have not been fully refunded according to T-
25 Mobile's billing records, provided that any such balance constitutes Collectible
26 Consumer Debt. Any such reduction to an outstanding balance pursuant to this

1 subparagraph shall be counted towards the amount of permissible credits against
2 the remaining balance in Section IV.D. If the total amount of unauthorized
3 Commercial PSMS charges identified by the Consumer on the claim form exceeds
4 the outstanding balance of the Consumer's account, T-Mobile shall promptly
5 provide the Consumer a check in the amount of the excess.

6 4. T-Mobile shall ensure that Consumers obtain
7 refunds of unauthorized Commercial PSMS charges through a single claim form and
8 shall not require Consumers to challenge each Commercial PSMS charge separately. T-
9 Mobile shall not require Consumers to require any documentation (other than a complete
10 and valid claim form), waive any rights, meet any conditions, or impose any unnecessary
11 or unreasonable burdens on Account Holders seeking refunds. *Provided, however,* for
12 any unauthorized Commercial PSMS charges that T-Mobile fully refunds to, or credits
13 against the debt of, a Consumer, the Consumer's claim against T-Mobile with respect to
14 the fully refunded charges will be deemed satisfied.

15 5. Within 30 days of the Effective Date, T-Mobile
16 shall notify all Consumers that it has identified as having previously visited T-Mobile's
17 redress website, but failed to submit a claim form, and for whom T-Mobile has contact
18 information, of changes made to the claims process since July 1, 2014 and notifying the
19 Consumers of their right to obtain full refunds for unauthorized Commercial PSMS
20 charges that have not already been fully refunded according to T-Mobile's billing
21 records.

22 C. If after the expiration of the Consumer Redress Period, T-Mobile has failed to
23 refund the full PSMS Charges Refund Amount pursuant to Sections IV.A and IV.B, T-Mobile
24 may apply towards the PSMS Charges Refund Amount up to \$22.5 million of any fees, costs,
25 penalties, or other payments to any other federal, state, or local government entity that, within 12
26 months of the Effective Date, is paid by T-Mobile as a result of any agreement or order related to

1 unauthorized Commercial PSMS charges with such federal, state, or local government entity, or
2 as the result of a court order related to unauthorized Commercial PSMS charges.

3 D. If, after applying any fees, costs, penalties, or other payments pursuant to Section
4 IV.C, the PSMS Charges Refund Amount is not reached, T-Mobile may, at its discretion, apply
5 as credit towards the balance within 90 days of the end of the Consumer Redress Period (a) any
6 refunds granted to Consumers who were charged a Commercial PSMS charge for a good or
7 service offered by a Third Party that has been the subject of a federal or state law enforcement
8 action and for which a full refund has not yet been provided according to T-Mobile's billing
9 records; and/or (b) any reductions in outstanding balances of inactive accounts of Consumers up
10 to a total of \$37.5 million, provided that any such balance constitutes Collectible Consumer Debt
11 and any such reduction shall not exceed the total amount of Commercial PSMS charges charged
12 to a Consumer's account that have not been fully refunded according to T-Mobile's billing
13 records. Any outstanding balance on the PSMS Charges Refund Amount after application of the
14 credits in this Subparagraph shall be remitted to the FTC within 105 days of the end of the
15 Consumer Redress Period and shall not constitute a penalty.

16 E. All money paid to the FTC pursuant to this Order shall be deposited into a fund
17 administered by the FTC or its designee to be used for equitable relief, including consumer
18 redress and any attendant expenses for the administration of any redress fund. If the FTC, in
19 consultation with the executive committee of the Attorneys General of the Participating States
20 and the Federal Communications Commission, determines further redress is no longer
21 practicable, the FTC may apply all remaining funds for such other equitable relief (including
22 consumer information remedies) as it determines to be reasonably related to T-Mobile's practices
23 alleged in the Complaint. Any funds not used for redress or other equitable relief such as
24 consumer information remedies, shall be deposited to the U.S. Treasury as disgorgement as
25 equitable relief, or transferred to the Attorneys General of the Participating States to be used for
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1 proper purposes as set forth in their assurances of voluntary compliance, consent decrees, and
2 court orders with T-Mobile.

3 1. If the FTC determines to use the fund referenced in Section IV.E for
4 further consumer redress, it shall engage a settlement administrator (the "Settlement
5 Administrator"), which shall not be a governmental entity, to administer this redress
6 program.

7 2. T-Mobile agrees to compile and deliver to the Settlement Administrator
8 the records specified in Section IV.E.3 below, in the format requested by the FTC or the
9 Settlement Administrator, no later than 60 days after the date the FTC or Settlement
10 Administrator provides T-Mobile with the necessary information regarding how the data
11 needs to be formatted and delivered. Should the Settlement Administrator or the FTC
12 request additional Consumer information necessary to effectuate redress and this
13 information is readily available to T-Mobile, T-Mobile agrees to provide the information
14 to the Settlement Administrator within 60 days of any subsequent written request from a
15 representative of the FTC, or from the Settlement Administrator. To the extent T-Mobile
16 cannot deliver the information in the format requested due to technological reasons, the
17 parties will work together to develop a format upon which the information can be
18 delivered.

19 3. For the purposes of effecting this Order and to protect Consumers from
20 fraud in accordance with 47 U.S.C. § 222(d), T-Mobile agrees that such records provided
21 to the Settlement Administrator shall include information for each Consumer whom T-
22 Mobile billed for Commercial PSMS charges from June 1, 2010 through the date of entry
23 of this Order. T-Mobile agrees that this information will include the following, to the
24 extent reasonably available: First Name; Middle Name; Last Name; Alias-Surname;
25 mailing records recorded as Address 1, Address 2, City, State, Zip Code, and Country; e-
26 mail address; all telephone numbers; mobile Billing Account Number ("BAN"); a

1 designation indicating whether the Consumer is a current or former customer; a list of all
2 Commercial PSMS charges charged to each Consumer's mobile phone account,
3 including the month and year of the charges, the amounts charged, the Third Party and
4 billing aggregator affiliated with each Commercial PSMS charge; and a list of any
5 refunds previously provided by T-Mobile to the Consumer. T-Mobile agrees that the
6 Settlement Administrator shall instruct T-Mobile to submit the information to it in a
7 secure, encrypted format, and T-Mobile agrees to submit the information in a secure,
8 encrypted format.

9 4. The FTC may engage a third-party independent auditor ("Auditor"),
10 which shall not be a governmental entity, to review and report on the Settlement
11 Administrator's performance of its duties under this Order. The Settlement
12 Administrator shall allow for an independent review of the Settlement Administrator's
13 work. The cost of the review by the Auditor shall be paid out of the fund referenced in
14 Section IV.E established to administer redress. T-Mobile agrees to provide all the
15 records described in Section IV.E.3 to the Auditor. Upon the Auditor's request, the
16 Settlement Administrator may share any Consumer information with the Auditor.

17 5. In accordance with the Electronic Communications Privacy Act, 18 U.S.C.
18 § 2702(c)(6), neither the Settlement Administrator nor the Auditor shall share with any
19 representative of the FTC, or any other governmental entity, the information provided by
20 T-Mobile unless Consumers' personally identifiable information, such as name, address,
21 telephone, e-mail address, or other unique identifier that could permit the information
22 shared to be associated with the relevant subscriber or customer of T-Mobile, is redacted.
23 At any time during the redress program, the Settlement Administrator also may share
24 with a representative of the FTC the information provided by T-Mobile in aggregate
25 form. Aggregate form includes, *inter alia*, the total number of Consumers, by state,
26 potentially entitled to redress and the amount of such potential redress, the total number

1 of Consumers, by state, who have received redress and the amount of such redress, and
2 the total amount of redress by state. Aggregate form must not include any information
3 that includes Consumers' personally identifiable information. The Settlement
4 Administrator shall at no time be an agent of the FTC, or any other governmental entity,
5 for purposes of the possession, custody, or control of such information.

6 6. The Settlement Administrator and Auditor shall operate in accordance
7 with, and shall be deemed for purposes of carrying out this Order to be subject to, the
8 information security, data breach notification and confidentiality standards and
9 requirements of the FTC's Standards for Safeguarding Customer Information Rule, 16
10 C.F.R. Part 314, the FTC's Disposal of Consumer Report Information and Records Rule,
11 16 C.F.R. Part 682, the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809 and §§ 6821-
12 6827, and the Telecommunications Act, 47 U.S.C. § 222, and 47 C.F.R. §§ 64.2010-
13 2011. The Settlement Administrator and Auditor shall destroy all records associated with
14 the redress program following notification by a representative of the FTC and shall
15 certify to T-Mobile that all such records have been destroyed.

16 F. If T-Mobile has reported to any consumer reporting agency an outstanding
17 balance of a Consumer's inactive account, T-Mobile shall furnish correct account information to
18 that consumer reporting agency or cease reporting the account within 30 days of any reduction in
19 the outstanding balance of the account pursuant to Sections IV.B.3.b or IV.D of this Order.

20 G. Within 105 days of the end of the Consumer Redress Period, T-Mobile shall
21 provide the FTC with records sufficient to show the notification provided by T-Mobile to
22 Account Holders of the right to full refunds of unauthorized Commercial PSMS charges, the
23 refunds requested and paid to Account Holders during the Consumer Redress Period, any
24 payments to federal, state, or local government entities that T-Mobile applied to the PSMS
25 Charges Refund Amount pursuant to Section IV.C, that all outstanding balances of inactive
26 accounts that were reduced pursuant to Sections IV.B.3.b or IV.D constituted Collectible

1 Consumer Debt, any notifications required by Section IV.F have been made, and any refund
2 requests that were denied due to a prior full refund or any other reason. All such records, to the
3 extent they pertain to any customer or subscriber of T-Mobile and are protected by the Electronic
4 Communications Privacy Act, 18 U.S.C. § 2703, shall be produced in a manner and form in
5 which Consumers' personally identifiable information, such as name, address, telephone, e-mail
6 address, or other unique identifier that could permit the information shared to be associated with
7 the relevant subscriber or customer of T-Mobile, is redacted.

8 H. T-Mobile relinquishes dominion and all legal and equitable right, title, and
9 interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

10 I. The facts alleged in the Complaint will be taken as true, without further proof, in
11 a non-dischargeability complaint in any bankruptcy case.

12 J. The facts alleged in the Complaint establish all elements necessary to sustain an
13 action by the FTC pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C.
14 § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.

15 K. T-Mobile acknowledges that its Taxpayer Identification Numbers, which T-
16 Mobile must submit to the FTC, may be used for collecting and reporting on any delinquent
17 amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

18 **V. ORDER ACKNOWLEDGMENTS**

19 IT IS FURTHER ORDERED that T-Mobile obtain acknowledgments of receipt of this
20 Order:

21 A. T-Mobile, within 7 days of entry of this Order, must submit to the FTC an
22 acknowledgment of receipt of this Order sworn under penalty of perjury.

23 B. For 5 years after entry of this Order, T-Mobile must deliver a copy of this Order
24 to: (1) all principals, officers, and directors; (2) all managers, employees, agents, and
25 representatives having supervisory responsibilities with respect to charging consumers for Third-
26 Party Charges; and (3) any business entity resulting from any change in structure as set forth in

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1 Section VI of this Order. Delivery must occur within 30 days of entry of this Order for current
2 personnel. For all others, delivery must occur within 30 days after the person assumes such
3 position or responsibilities.

4 C. From each individual or entity to which T-Mobile delivered a copy of this Order,
5 T-Mobile must obtain, within 30 days of delivery, a signed and dated acknowledgment of receipt
6 of this Order.

7 VI. COMPLIANCE REPORTING

8 IT IS FURTHER ORDERED that T-Mobile make timely submissions to the FTC:

9 A. One year after entry of this Order, T-Mobile must submit a compliance report,
10 sworn under penalty of perjury. T-Mobile must: (a) identify the primary physical, postal, and
11 email address and telephone number, as designated points of contact, which representatives of
12 the FTC may use to communicate with T-Mobile; (b) identify all of T-Mobile's businesses by all
13 of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c)
14 describe the activities of each business; (d) describe in detail whether and how T-Mobile is in
15 compliance with each Section of this Order; and (e) provide a copy of each Order
16 Acknowledgment obtained pursuant to this Order, unless previously submitted to the FTC.

17 B. For 20 years after entry of this Order, T-Mobile must submit a compliance
18 notice, sworn under penalty of perjury, within 14 days of any change in the following: (a) any
19 designated point of contact; or (b) the structure of T-Mobile or any entity that T-Mobile has any
20 ownership interest in or controls directly or indirectly that may affect compliance obligations
21 arising under this Order, including: creation, merger, sale, or dissolution of the entity or any
22 subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

23 C. T-Mobile must submit to the FTC notice of the filing of any bankruptcy petition,
24 insolvency proceeding, or similar proceeding by or against T-Mobile within 14 days of its filing.

25 D. Any submission to the FTC required by this Order to be sworn under penalty of
26 perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: "I

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1 declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full
3 name, title (if applicable), and signature.

4 E. Unless otherwise directed by an FTC representative in writing, all submissions to
5 the FTC pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier
6 (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer
7 Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580.
8 The subject line must begin: FTC v. T-Mobile USA, Inc. (X140053).

9 **VII. RECORDKEEPING**

10 IT IS FURTHER ORDERED that T-Mobile must create certain records for 20 years after
11 entry of the Order, and retain each such record for 5 years. Specifically, T-Mobile must create
12 and retain the following records:

- 13 A. Accounting records showing the revenues associated with all Third-Party
14 Charges, all costs incurred in generating those revenues, and the resulting net
15 profit or loss;
- 16 B. Personnel records showing, for each person providing supervisory services
17 relating to Third-Party Charges, whether as an employee or otherwise, that
18 person’s: name; addresses; telephone numbers; job title(s) or position(s); dates of
19 service; and, if applicable, the reason for termination;
- 20 C. Records of all Consumer complaints and refund requests relating to Third-Party
21 Charges, whether received directly or indirectly, such as through a third party,
22 and any response;
- 23 D. A list of Third Parties who have had a product or service terminated by T-Mobile
24 and all known associated individuals;
- 25 E. A copy of each advertisement or other marketing material related to Third-Party
26 Charges that is created, used, or received by T-Mobile; and

1 F. All records necessary to demonstrate full compliance with each provision of this
2 Order, including all submissions to the FTC.

3 **VIII. COMPLIANCE MONITORING**

4 IT IS FURTHER ORDERED that, for the purpose of monitoring T-Mobile's compliance
5 with this Order:

6 A. Within 14 days of receipt of a written request from a representative of the FTC, T-
7 Mobile must: submit additional compliance reports or other requested information, which must
8 be sworn under penalty of perjury; appear for depositions; and produce documents for inspection
9 and copying. The FTC is also authorized to obtain discovery, without further leave of court,
10 using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including
11 telephonic depositions), 31, 33, 34, 36, 45, and 69.

12 B. For matters concerning this Order, the FTC is authorized to communicate directly
13 with T-Mobile. T-Mobile must permit representatives of the FTC to interview any employee or
14 other person affiliated with any FTC who has agreed to such an interview. The person
15 interviewed may have counsel present.

16 C. The FTC may use all other lawful means, including posing, through its
17 representatives as consumers, suppliers, or other individuals or entities, to T-Mobile or any
18 individual or entity affiliated with T-Mobile, without the necessity of identification or prior
19 notice. Nothing in this Order limits the FTC's lawful use of compulsory process, pursuant to
20 Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

21 **IX. RETENTION OF JURISDICTION**

22 IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for
23 purposes of construction, modification, and enforcement of this Order.

24
25 SO ORDERED this day of , 201_.

26
28 STIPULATED ORDER FOR PERMANENT
INJUNCTION AND MONETARY JUDGMENT
Case No. 2:14-cv-00967-JLR

Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC 20580
(202) 326-3720

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UNITED STATES DISTRICT JUDGE

SO STIPULATED AND AGREED:

FOR PLAINTIFF:

FEDERAL TRADE COMMISSION

Date: _____
BRIAN S. SHULL
JANE M. RICCI
Federal Trade Commission
600 Pennsylvania Avenue N.W., CC-10232
Washington, DC 20580
bshull@ftc.gov, jricci@ftc.gov
P: (202) 326-3720, (202) 326-2269
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COUNSEL FOR FEDERAL TRADE COMMISSION

FOR T-MOBILE USA, INC.:

Date: _____
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COUNSEL FOR T-MOBILE USA, INC.

Date: _____
[NAME] [AS AN OFFICER OF T-MOBILE USA, INC.]

STIPULATED ORDER FOR PERMANENT
INJUNCTION AND MONETARY JUDGMENT
Case No. 2:14-cv-00967-JLR

Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC 20580
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To: Shull, Brian[bshull@ftc.gov]; andrew.sacks@t-mobile.com[andrew.sacks@t-mobile.com]; jwinston@hudco.com[jwinston@hudco.com]
Cc: Ricci, Jane[jricci@ftc.gov]; McCall, Rachel[Rachel.McCall@t-mobile.com]; Rummage, Steve[SteveRummage@DWT.COM]
From: Rummage, Steve
Sent: Tue 10/14/2014 1:53:13 AM
Importance: Normal
Subject: FTC/T-Mobile: Draft Settlement Order
MAIL_RECEIVED: Tue 10/14/2014 1:53:23 AM
FTC T-Mobile Consent Order TMUSA CLEAN 10-13.DOCX
TMUSA FTC Consent Order.pdf

Brian: I am attaching clean and redlined versions showing our proposed edits to your October 10 draft. The edits generally involve (b)(4)

(b)(4)

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(b)(4)

Let us know a good time to talk tomorrow, and we can walk you through our suggested revisions and address any questions you may have. We look forward to working with you to button this up.

Regards, Steve.

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Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Shanghai | Washington, D.C.

From: Shull, Brian [mailto:bshull@ftc.gov]
Sent: Friday, October 10, 2014 6:29 AM
To: andrew.sacks@t-mobile.com; Rummage, Steve; jwinston@hudco.com
Cc: Richard Hindman; 'Bernstein, Jake'; Chun, Beth; Hayes, Rose; Jill Remming; McCormally, Patrick; Patrice Malloy (Patrice.Malloy@myfloridalegal.com); Paul Singer; Priscilla Roberts; Shull, Andrew; Ziperman, Philip; 'WhelleyMcCabe, Kate' (kate.whelleymccabe@state.vt.us)
Subject: FTC/T-Mobile draft settlement order

Andy,

Please find attached the FTC's draft settlement order. Per your instructions on Monday, I have included Steve Rummage and Joel Winston on this email as well.

As you will see, our order is similar to the AT&T order announced on Wednesday, although we have imported some language that we previously agreed upon in our prior round of negotiations.

We look forward to discussing this with you.

Brian

Brian Shull

Attorney, Division of Financial Practices

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