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FEDERAL TRADE COMMISSION

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
San Francisco Division

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

AT&T MOBILITY LLC, a limited liability  
company,

Defendant.

Case No. 14-CV-04785-EMC

[PROPOSED]

**STIPULATED ORDER FOR  
PERMANENT INJUNCTION AND  
MONETARY JUDGMENT**

1 Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its Complaint  
2 for Permanent Injunction and Other Equitable Relief in this matter, pursuant to Section 13(b) of  
3 the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b). The Commission and  
4 Defendant stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary  
5 Judgment (“Order”) to resolve all matters in dispute in this action between them.

6 THEREFORE, IT IS ORDERED as follows:

7 **FINDINGS**

- 8 1. This Court finds that it has jurisdiction over this matter.
- 9 2. The Complaint charges that Defendant participated in deceptive and unfair acts or  
10 practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, in connection with the  
11 marketing of wireless broadband internet access service for smartphones.
- 12 3. Defendant neither admits nor denies any of the claims or allegations in the Complaint,  
13 except as specifically stated in this Order. Only for purposes of this Order, Defendant admits  
14 the facts necessary to establish jurisdiction.
- 15 4. Defendant waives any claim that it may have under the Equal Access to Justice Act, 28  
16 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and  
17 agrees to bear its own costs and attorney fees.
- 18 5. Defendant and the Commission waive all rights to appeal or otherwise challenge or  
19 contest the validity of this Order.
- 20 6. The FTC and Defendant acknowledge and agree that this is a compromise settlement of  
21 disputed issues. It is specifically agreed and acknowledged that this Order is not intended to be,  
22 nor shall it be, construed as evidence of liability with respect to the allegations set forth in the  
23 Complaint with respect to any claims or demands by any third parties.

24 **DEFINITIONS**

25 For purposes of this Order, the following definitions apply:

- 26 A. “Clear(ly) and Conspicuous(ly)” means that a required disclosure is difficult to miss  
27 (*i.e.*, easily noticeable) and easily understandable by ordinary consumers, including in all of the  
28 following ways:

1           1.       The disclosure must be made through the same means, whether audio, visual, or  
2 both, through which the representation triggering the disclosure is made.

3           2.       A visual disclosure, by its size, contrast, location, the length of time it  
4 appears, and other characteristics, must stand out from any accompanying text or other visual  
5 elements so that it is easily noticed, read, and understood.

6           3.       An audible disclosure, including by telephone or streaming video, must be  
7 delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and  
8 understand it.

9           4.       In any communication using an interactive electronic medium, such as the  
10 Internet or software, the disclosure must be unavoidable.

11          5.       The disclosure must use diction and syntax understandable to ordinary  
12 consumers and must appear in each language in which the representation that requires the  
13 disclosure appears.

14          6.       The disclosure must comply with these requirements in each medium through  
15 which it is received, including all electronic devices and face-to-face communications.

16          7.       The disclosure must not be contradicted or mitigated by, or inconsistent with,  
17 anything else in the communication.

18          8.       When the representation or sales practice targets a specific audience, such as  
19 children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members  
20 of that group.

21 B.       “Close Proximity” means on the same print page, webpage, online service page, or other  
22 electronic page, and proximate to the triggering representation, and not accessed or displayed  
23 through hyperlinks, pop-ups, interstitials, or other means.

24 C.       “Data Throttling” or “Throttling” means intentionally reducing a mobile data customer’s  
25 data throughput speed.

26 D.       “Defendant” means AT&T Mobility LLC.

27 E.       “Eligible Consumer” means any consumer that has or had an account for which at least  
28 one device subscribed to an Unlimited Mobile Data Plan that, prior to June 1, 2015, was subject

1 one or more times to Data Throttling by Defendant at a maximum data throughput of 128 kbps,  
2 256 kbps, or 512 kbps.

3 F. “Material Restriction” means a reduction on the amount or speed of data that is likely to  
4 affect a consumer’s purchase or use of the advertised product or service.

5 G. “Mobile Data Plan” means a contract with Defendant for the provision of internet access  
6 service to mobile devices such as smartphones.

7 H. “Space-Constrained Advertisement” means any communication (including, but not  
8 limited to, Internet search results and banner ads) that has space, format, size, or technological  
9 restrictions (“Space Constraint”) that limit Defendant from being able to make the disclosures  
10 required by Section I.A of this Order. Defendant bears the burden of showing that there is a  
11 Space Constraint to make a required disclosure that is Clear and Conspicuous and in Close  
12 Proximity to the triggering term.

13 I. “Unlimited Mobile Data Plan” means a Mobile Data Plan that did not set forth a  
14 numerical limit on the quantity of data allowed in a billing cycle when the customer subscribed  
15 to or renewed the plan.

## 16 ORDER

### 17 I. PROHIBITION AGAINST DECEPTIVE ADVERTISING 18 OF MOBILE DATA PLANS

19 IT IS ORDERED that Defendant, Defendant’s officers, agents, employees, and  
20 attorneys, and all other persons in active concert or participation with any of them, who receive  
21 actual notice of this Order, whether acting directly or indirectly, in connection with the  
22 advertising or sale of any Mobile Data Plan, are permanently restrained and enjoined from,  
23 expressly or by implication:

24 A. Making any representation about the amount or speed of mobile data, including that the  
25 mobile data is unlimited, without disclosing, Clearly and Conspicuously and in Close Proximity  
26 to the representation, all Material Restrictions imposed by Defendant. For purposes of this  
27 Order:

- 1 1. For a general representation that mobile data is unlimited without advertising any  
2 specific data plan, the advertisement must disclose Clearly and Conspicuously  
3 and in Close Proximity to the triggering representation that restrictions, if any, on  
4 the amount or speed of mobile data may apply. For a representation that a  
5 specific mobile data plan is unlimited, the advertisement must disclose Clearly  
6 and Conspicuously and in Close Proximity to the triggering representation the  
7 specific type of restriction and the amount of data usage, if any, triggering the  
8 restriction;
- 9 2. For a Space-Constrained Advertisement, a disclosure will be deemed to be  
10 compliant with Section I.A. of this Order as long as:
  - 11 a. The disclosure indicates the type of restriction and the amount of data  
12 usage, if any, triggering the restriction; and
  - 13 b. The disclosure is made Clearly and Conspicuously and in Close  
14 Proximity to at least one prominent representation of the triggering term;  
15 and
- 16 3. For a television or other video advertisement where the triggering representation  
17 is made orally, the advertisement must state orally the disclosure required by  
18 Section I.A. unless the duration of the advertisement prevents such disclosure, in  
19 which case, the advertisement must: (a) disclose orally, in a volume, speed, and  
20 cadence that ordinary consumers can easily hear and understand, that restrictions,  
21 if any, on speed or the amount of data, apply; and (b) disclose Clearly and  
22 Conspicuously in the visual portion of the advertisement the specific type(s) of  
23 restriction(s), if any, and the amount or data triggering the restriction(s).

24 B. Misrepresenting the performance or central characteristics of the Mobile Data Plan.

25 **II. MONETARY JUDGMENT**

26 IT IS FURTHER ORDERED that:

27 A. Judgment in the amount of \$60,000,000 is entered in favor of the Commission against  
28 Defendant AT&T Mobility LLC as equitable monetary relief.

1 B. Defendant is ordered to pay this judgment by depositing \$60,000,000 into an interest-  
2 bearing account (“the Settlement Fund”) within 7 days after entry of this Order and submit  
3 proof to the Commission within 10 days after entry of this Order that this account has been  
4 established and the funds deposited. Except as expressly provided in Section III.C.6 of this  
5 Order, funds deposited into this account shall be used solely for the purpose of compensating  
6 consumers as set forth in Section III of this Order.

7 1. Commencing 7 days after Defendant begins issuing bill credits or checks  
8 pursuant to Sections III.B and III.C of this Order, Defendant may withdraw from  
9 the Settlement Fund the dollar value of the bill credits or checks issued during  
10 the previous 7 days. On a weekly basis, Defendant may continue to withdraw  
11 from the Settlement Fund the dollar value of the bill credits or checks issued  
12 during the previous 7 days until Defendant has fully complied with its redress  
13 obligations under Sections III.B and III.C of this Order.

14 C. The facts alleged in the Complaint will be taken as true without further proof in any  
15 subsequent civil litigation by or on behalf of the Commission, including in a proceeding to  
16 enforce its rights to any payment or monetary judgment pursuant to this Order, such as a  
17 nondischargeability complaint in any bankruptcy case.

18 D. The facts alleged in the Complaint establish all elements necessary to sustain an action  
19 by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C.  
20 § 523(a)(2)(A), and this Order shall have collateral estoppel effect for such purposes.

21 E. Defendant acknowledges that its Taxpayer Identifying Number (Employer Identification  
22 Number), which Defendant must submit to the Commission, may be used for collecting and  
23 reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C.  
24 § 7701.

### 25 **III. REDRESS PROCEDURES AND COORDINATION**

26 IT IS FURTHER ORDERED that:

27 A. Within 30 days after entry of this Order, Defendant must identify each Eligible  
28 Consumer.

**Redress to Current Customers**

B. Defendant must compensate Eligible Consumers who, as of the date of entry of this Order, have an AT&T Mobility Mobile Data Plan account (“Current Customers”) as follows:

1. Compensation must be made through a bill credit on the Current Customers’ accounts within 90 days after entry of this Order.
2. Compensation must be made without requiring Current Customers to file any claim seeking compensation or taking any other action.
3. Defendant must compensate Current Customers who first experienced Data Throttling at a maximum data throughput of 128 kbps with a pro rata share of \$7,500,000 of the Settlement Fund, including any interest accrued as of 7 days prior to the start of Defendant’s crediting Current Customers’ accounts.
4. Defendant must compensate Current Customers who first experienced Data Throttling at a maximum data throughput of 256 kbps or 512 kbps with a pro rata share of \$29,700,000 of the Settlement Fund, including any interest accrued as of 7 days prior to the start of Defendant’s crediting Current Customers’ accounts.
5. Defendant must notify Current Customers of the bill credit, including by the following means:
  - a. Defendant must provide a text message notification as set forth in Exhibit A.1 of this Order to all Current Customers. Defendant must send the text message to such consumers on or within 10 days preceding the date on which the bill credit is made. The text message notification must be provided at Defendant’s expense and at no charge to consumers.
  - b. For all Current Customers who receive a hard-copy bill, Defendant must include a bill insert notice as set forth in Exhibit A.2 of this Order. The bill insert must be a different color paper than the bill itself. The bill insert must be included with the same bill in which the bill credit is made.
  - c. Defendant also must include a notice as set forth in Exhibit A.3 of this Order on [www.att.com](http://www.att.com) for viewing by consumers on Defendant’s

1 website. The notice must be either listed first under “Alerts” or above the  
2 fold, both of which will be on the first landing page after consumers log  
3 in to their online account. The notice must be posted on the website on or  
4 within 10 days preceding the date that Defendant first begins to credit  
5 consumer accounts and must continue to be posted until Defendant has  
6 credited all accounts, and then until the next billing cycle.

7 d. Defendant must further provide a notice, as set forth in Exhibit A.3 of this  
8 Order, on the MyATT application. The notice must appear when the  
9 consumer clicks the “Alert” button or above the fold on the first page of  
10 the application after the log in. The notice must be displayed on the  
11 application on or within 10 days preceding the date Defendant first begins  
12 to credit consumer accounts and must continue to be displayed until  
13 Defendant has credited all accounts, and then until the next billing cycle.

14 6. Defendant must provide redress to each Eligible Consumer for whom Defendant  
15 is not able to compensate through a bill credit using the procedures set forth in  
16 Section III.C.

17 **Redress to Former Customers**

18 C. Defendant must provide prompt redress to all Eligible Consumers who do not have an  
19 AT&T Mobility Mobile Data Plan account as of the date of Entry of this Order (“Former  
20 Customers”) as follows:

- 21 1. Defendant must pay Former Customers who first experienced Data Throttling at  
22 a maximum data throughput of 128 kbps a pro rata share of \$6,300,000 of the  
23 Settlement Fund, including any interest accrued as of 7 days prior to the start of  
24 Defendant’s payments to Former Customers.
- 25 2. Defendant must pay Former Customers who first experienced Data Throttling at  
26 a maximum data throughput of 256 kbps or 512 kbps a pro rata share of  
27 \$16,500,000 of the Settlement Fund, including any interest accrued as of 7 days  
28 prior to the start of Defendant’s payments to Former Customers.



- 1           3.       Payment must be made without requiring Former Customers to file any claim  
2                    seeking compensation or taking any other action.
- 3           4.       Defendant must provide redress by sending a check by first-class mail, postage  
4                    prepaid, address correction service requested with forwarding and return postage  
5                    guaranteed, to the Former Customer's current or last known address. Prior to  
6                    mailing the checks, Defendant must update each address through the Postal  
7                    Service's National Change of Address database. Defendant must send these  
8                    redress checks within 90 days of entry of this Order.
- 9           5.       All redress payments made pursuant to Section III.C.4 of this Order either  
10                   become money received by Former Customers within 90 days of Defendant's  
11                   mailing of the checks, through the deposit or cashing of such redress checks, or  
12                   Defendant must return the money to the Settlement Fund. The redress checks  
13                   issued pursuant to Section III.C.4 of this Order must state that the checks expire  
14                   90 days after the date of the check.
- 15          6.       Defendant must identify Former Customers whose redress checks were not  
16                   cashed or deposited within 90 days after Defendant mailed the checks pursuant  
17                   to Section III.C.4 of this Order. Defendant must conduct an address trace for  
18                   each Former Customer so identified. Defendant may use Settlement Fund  
19                   moneys to cover reasonable costs incurred to conduct the address trace.
- 20          7.       For each Former Customer whose address is updated or confirmed by the address  
21                   trace, pursuant to Section III.C.6 of this Order, Defendant must provide redress  
22                   by sending a new check by first class mail, postage prepaid, address correction  
23                   service requested with forwarding and return postage guaranteed, to the Former  
24                   Customer's new or confirmed address.
- 25          8.       Defendant must include an explanation of refund, as set forth in Exhibit B of this  
26                   Order, in the envelope with each refund check issued pursuant to Section III.C.4  
27                   and III.C.7 of this Order.
- 28



1 G. All payments to the Commission under this Order must be made by electronic fund  
2 transfer in accordance with instructions provided by a representative of the Commission.

3 H. Defendant relinquishes dominion and all legal and equitable right, title, and interest in  
4 all assets transferred to the Commission pursuant to this Order and may not seek the return of  
5 any assets.

6 **Redress Reporting**

7 I. Unless otherwise directed by a representative of the Commission in writing, Defendant  
8 must submit a report of the redress program quarterly and at the conclusion of the program.  
9 Defendant must describe in detail whether and how the program is in compliance with Section  
10 III of the Order and, for each month of the program, summarize the redress program to date, as  
11 follows:

- 12 1. For all redress to Current and Former Customers of Defendant pursuant to  
13 Sections III.B and III.C of this Order, the report summary must include: (i) the  
14 number and dollar amount of bill credits issued to consumers each month of the  
15 program; (ii) the number and dollar amount of checks mailed each month of the  
16 program; and (iii) the number and dollar amount of checks negotiated each  
17 month of the program.
- 18 2. If a representative of the Commission requests additional information regarding  
19 the redress program, including any of the underlying data, Defendant must  
20 submit such information to the extent allowed by the Electronic Communications  
21 Privacy Act, 18 U.S.C. § 2702(c)(3), and the Communication Act of 1934, as  
22 amended, 47 U.S.C. § 222(d)(2), within 10 days of the request.
- 23 3. Consistent with the Electronic Communications Privacy Act, 18 U.S.C. §§  
24 2702(a) and 2703, and the Communication Act of 1934, 47 U.S.C. § 222,  
25 Defendant shall not share with any representative of the FTC any personally  
26 identifiable information that could permit the information shared to be associated  
27 with a specific subscriber or customer of Defendant. Defendant, however, shall  
28 share with a representative of the FTC information in aggregate form.

1 **IV. ORDER ACKNOWLEDGMENTS**

2 IT IS FURTHER ORDERED that Defendant obtain acknowledgments of receipt of this  
3 Order:

4 A. Defendant, within 14 days after entry of this Order, must submit to the Commission an  
5 acknowledgment of receipt of this Order sworn under penalty of perjury.

6 B. For 5 years after entry of this Order, Defendant must deliver a copy of this Order to: (1)  
7 all principals, officers, directors, and LLC managers and members having decision-making  
8 authority with respect to the subject matter of this Order; (2) all employees having managerial  
9 responsibilities for conduct related to the subject matter of the Order and all agents and  
10 representatives who have decision-making authority related to the subject matter of the Order;  
11 and (3) any business entity resulting from any change in structure as set forth in the Section  
12 titled "Compliance Reporting." Delivery must occur within 7 days after entry of this Order for  
13 current personnel. For all others, delivery must occur within 7 days of assuming their  
14 responsibilities.

15 C. From each individual or entity to which Defendant delivered a copy of this Order,  
16 Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this  
17 Order.

18 **V. COMPLIANCE REPORTING**

19 IT IS FURTHER ORDERED that Defendant make timely submissions to the Commission:

20 A. One year after entry of this Order, Defendant must submit a compliance report, sworn  
21 under penalty of perjury. Defendant must: (a) identify the primary physical, postal, and email  
22 address and telephone number, as designated points of contact, which representatives of the  
23 Commission may use to communicate with Defendant; (b) identify all of Defendant's  
24 businesses by all of their names, telephone numbers, and physical, postal, email, and Internet  
25 addresses; (c) describe the activities of each business, including the goods and services offered,  
26 and the means of advertising, marketing, and sales; (d) describe in detail whether and how  
27 Defendant is in compliance with each Section of this Order; and (e) provide a copy of each  
28 Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the

1 Commission.

2 B. For 10 years after entry of this Order, Defendant must submit a compliance notice,  
3 sworn under penalty of perjury, within 14 days of any change in the following: (a) any  
4 designated point of contact; or (b) the structure of Defendant or any entity that Defendant has  
5 any ownership interest in or controls directly or indirectly that may affect compliance  
6 obligations arising under this Order, including: creation, merger, sale, or dissolution of the  
7 entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this  
8 Order.

9 C. For 10 years after entry of this Order, Defendant must submit to the Commission notice  
10 of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or  
11 against Defendant within 14 days of its filing.

12 D. Any submission to the Commission required by this Order to be sworn under penalty of  
13 perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I  
14 declare under penalty of perjury under the laws of the United States of America that the  
15 foregoing is true and correct. Executed on: ” and supplying the date, signatory’s full  
16 name, title (if applicable), and signature.

17 E. Unless otherwise directed by a Commission representative in writing, all submissions to  
18 the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by  
19 overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau  
20 of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW,  
21 Washington, DC 20580. The subject line must begin: FTC v. AT&T Mobility LLC (X150009).

## 22 VI. RECORDKEEPING

23 IT IS FURTHER ORDERED that Defendant must create certain records for 10 years  
24 after entry of the Order, and retain each such record for 5 years *provided, however*, that with  
25 respect to Section VI.D, Defendant must create such records for 5 years and retain each such  
26 record for 3 years. Specifically, Defendant must create and retain the following records:

27 A. Accounting records showing the revenues from the sale of all goods or services related  
28 to the subject matter of this Order;

1 B. Personnel records showing, for each person providing services related to the subject  
2 matter of this Order, whether as an employee or otherwise, that person's name; addresses;  
3 telephone numbers; job title or position; dates of service; and (if applicable) the reason for  
4 termination;

5 C. All records necessary to demonstrate full compliance with each provision of this Order,  
6 including all submissions to the Commission;

7 D. A representative copy of each materially different advertisement or marketing material  
8 for the sale of Mobile Data Plans; and

9 E. Written, sworn, and verified certification prepared and signed annually by a corporate  
10 manager or officer, and retained pursuant to Section VI.C, certifying that, for the previous year,  
11 Defendant has retained advertisements pursuant to Section VI.D that are representative of each  
12 materially different advertisement or marketing material for the sale of Mobile Data Plans.  
13 Such certification must be based on the personal knowledge of the corporate manager, officer,  
14 or subject matter experts upon whom the corporate manager or officer reasonably relies in  
15 making the certification.

## 16 VII. COMPLIANCE MONITORING

17 IT IS FURTHER ORDERED that, for the purpose of monitoring Defendant's  
18 compliance with this Order, including any failure to transfer any assets as required by this  
19 Order:

20 A. Within 14 days of receipt of a written request from a representative of the Commission,  
21 Defendant must: submit additional compliance reports or other requested information, which  
22 must be sworn under penalty of perjury; appear for depositions; and produce documents for  
23 inspection and copying. The Commission is also authorized to obtain discovery, without further  
24 leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29,  
25 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

26 B. For matters concerning this Order, the Commission is authorized to communicate  
27 directly with Defendant. Defendant must permit representatives of the Commission to interview  
28 any employee or other person affiliated with Defendant who has agreed to such an interview.

1 The person interviewed may have counsel present.

2 C. The Commission may use all other lawful means, including posing, through its  
3 representatives, as consumers, suppliers, or other individuals or entities, to Defendant or any  
4 individual or entity affiliated with Defendant, without the necessity of identification or prior  
5 notice. Nothing in this Order limits the Commission's lawful use of compulsory process,  
6 pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

7 **VIII. 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 PURSUANT TO STIPULATION, IT IS SO ORDERED

12 This \_\_\_\_ day of \_\_\_\_\_, 2019

13  
14 \_\_\_\_\_  
15 HONORABLE EDWARD M. CHEN  
16 UNITED STATES DISTRICT JUDGE  
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1 STIPULATED AND AGREED:  
2 FOR PLAINTIFF FEDERAL TRADE COMMISSION

3  
4  \_\_\_\_\_

Date: 11/5/2019

5 EVAN ROSE  
6 MATTHEW D. GOLD  
7 LAURA FREMONT  
8 KERRY O'BRIEN  
9 LIN W. KAHN  
10 EMILY COPE BURTON  
11 COLIN HECTOR  
12 MARICELA SEGURA  
13 D. EMILY WU  
14 MICHAEL J. DAVIS

11 Counsel for Plaintiff  
12 FEDERAL TRADE COMMISSION

13  
14 FOR DEFENDANT AT&T MOBILITY LLC

15  
16  \_\_\_\_\_

Date: 8/23/2019

17 WILLIAM A. RYAN  
18 Senior Vice President and Assistant General Counsel  
19 AT&T Entertainment Group  
20 AT&T Services, Inc.  
21 2260 E. Imperial Highway  
22 El Segundo, CA 90245

21 Counsel for Defendant AT&T Mobility LLC

22  
23 DEFENDANT AT&T MOBILITY LLC

24  \_\_\_\_\_

Date: 8/23/2019

25 By: DAVID CHRISTOPHER  
26 President, AT&T Mobility and Entertainment  
27 AT&T Services, Inc.  
28 2260 E. Imperial Highway  
El Segundo, CA 90245



# **Exhibit A**

# Exhibit A: Notices to Current Customers

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## 1. Text message

You will get a credit on your next bill as part of a settlement between AT&T and the Federal Trade Commission. For more information, you can contact us at [phone # and email address].

## 2. Bill insert

### You Have a Credit on Your Bill

AT&T and the Federal Trade Commission settled a lawsuit alleging that AT&T reduced the data speed on unlimited data plans without telling customers. As part of the settlement, we are giving customers money back. We've applied a credit to this month's bill.

## 3. Website and mobile app

### You Will Get a Credit on Your Next Bill

AT&T and the Federal Trade Commission settled a lawsuit alleging that AT&T reduced the data speed on unlimited data plans without telling customers. As part of the settlement, we are giving customers money back. You will get a credit on your next bill.

# **Exhibit B**

# Exhibit B: Notice to Former Customers

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## 1. First-Class Letter

[Date]

Dear Current or Former AT&T Customer:

AT&T and the Federal Trade Commission settled a lawsuit alleging that AT&T reduced the data speed on unlimited data plans without telling customers. As part of the settlement, we are giving former customers money back. Our records show that you qualify for a refund. The enclosed check is your refund.

If you have questions about the refund program, contact us at [email address] or call [phone number].