Before the Federal Communications Commission Washington, D.C. 20554

In the Matter of)	
Assurance Wireless USA, LP, f/k/a Virgin Mobile USA, L.P., Sprint Corporation, and T-Mobile US, Inc.)))))))	File No.: EB-IHD-19-00028966 Acct. No.: 202132080011 FRN: 0014194476
OR	DER	

Adopted: September 22, 2023 Released: September 22, 2023

By the Chief, Enforcement Bureau:

- 1. The Enforcement Bureau (Bureau) of the Federal Communications Commission has agreed to amend the terms of its 2020 Consent Decree with T-Mobile US, Inc., doing business as Assurance Wireless USA, L.P. (T-Mobile or the Company) to resolve the Bureau's investigation into whether T-Mobile had violated the Commission's Lifeline rules regarding the submission of claims for ineligible subscribers due to non-usage after the effective date of the 2020 Consent Decree. To settle this matter, T-Mobile, or any party acting on its behalf, shall pay an additional seven million five hundred thousand dollars (\$7,500,000) civil penalty.
- 2. After reviewing the terms of the Consent Decree Amendment and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree Amendment and terminating the referenced investigation regarding T-Mobile's compliance with the Commission's lifeline rules regarding the receipt of Lifeline support for ineligible subscribers, including sections 54.405(e)(3), 54.407(a), 54.410(b), or 54.410(c) of the Commission's rules.¹
- 3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of T-Mobile's basic qualifications to hold or obtain any Commission license or authorization.²
- 4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act, 47 U.S.C. § 154(i), and the authority delegated by sections 0.111 and 0.311 of the Commission's rules, 47 CFR §§ 0.111, 0.311, the attached Consent Decree Amendment **IS ADOPTED** and its terms incorporated by reference.
- 5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** in accordance with the terms of the attached Consent Decree Amendment.
- 6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree Amendment shall be sent by first class mail and certified mail, return receipt requested, to Michele K.

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¹ 47 CFR §§ 54.405(e)(3), 54.407(a), 54.410(a), 54.410(b), 54.410(c). This Consent Decree Amendment does not terminate any other investigations into the Company's Lifeline compliance that have been or might be conducted by other law enforcement agencies or offices.

² See 47 CFR § 1.93(b).

Thomas, Esq., VP Regulatory – Government Affairs, T-Mobile US, Inc., 601 Pennsylvania Avenue, NW, Suite 800, Washington, DC 20004 and to Patrick O'Donnell, Esq., Counsel to T-Mobile, Harris, Wiltshire & Grannis LLP, 1919 M Street NW, Suite 800, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal Chief Enforcement Bureau

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CONSENT DECREE AMENDMENT

- 1. This amendment (Amendment) is made by T-Mobile USA, Inc., and the Enforcement Bureau, parties to the Consent Decree adopted and released on November 4, 2020 (Consent Decree), in case number, EB-IHD-19-00028966. The terms and definitions of the Consent Decree are incorporated herein except as modified in this Amendment.
 - 2. The Consent Decree is amended as follows:

Paragraph 2(b) of the Consent Decree is deleted and replaced with the following:

"Adopting Order" means an order of the Commission adopting the terms of the Consent Decree dated November 4, 2020, and subsequent Amendments to the Consent Decree that are agreed upon by the Parties.

Paragraph 2(k) of the Consent Decree is deleted and replaced with the following:

"Effective Date" means November 4, 2020.

Paragraph 17 of the Consent Decree is deleted and replaced with the following:

In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Commission agrees to terminate the Investigation. In consideration for the termination of the Investigation, the Company agrees to the terms, conditions, and procedures contained herein. The Commission further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against the Company concerning the matters that were the subject of the Investigation. The Commission further agrees that it will not seek any further monetary forfeitures under section 503 of the Act in connection with any violations of the Lifeline rules by the Company arising prior to the Amendment Effective Date. The Commission also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion, any proceeding, formal or informal, or to set for hearing the question of the Company's basic qualifications to be a Commission licensee or hold

Commission licenses or authorizations.¹ The Parties agree this Consent Decree is for settlement purposes only and does not constitute an adjudication on the merits or a factual or legal determination regarding compliance or non-compliance, nor does it constitute a settlement or compromise of the Demand for Repayment of Lifeline Funds and Notice of Intent to Withhold, Recoup and/or Offset Funds made by the Office of Managing Director on December 19, 2019, nor the pending Petition for Reconsideration of December 19, 2019, Demand Letter, filed on January 21, 2020. This Consent Decree shall not be used as evidence or precedent in any action or proceeding, except an action to enforce this Consent Decree or subsequent Amendments.

Paragraph 24 of Consent Decree is deleted and replaced with the following:

The Company, or any party acting on its behalf, shall pay a total civil penalty to the United States Treasury in the amount of two hundred seven million five hundred thousand dollars (\$207,500,000). Two hundred million dollars (\$200,000,000) of the civil penalty was paid on November 30, 2020. The Company, or any party acting on its behalf, shall pay the remaining balance of seven million five hundred thousand dollars (\$7,500,000) within thirty (30) calendar days after the date the Amendment is fully-executed (Amendment Effective Date). The Company acknowledges and agrees that upon execution of the Amendment, the remaining balance of seven million five hundred thousand dollars (\$7,500,000) shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).² Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. The Company shall send electronic notification of payment to Patrick M. McGrath at Patrick. McGrath@fcc.gov, Kalun Lee at Kalun.Lee@fcc.gov, Georgina Feigen at Georgina.Feigen@fcc.gov, and Pam Slipakoff at Pam.Slipakoff@fcc.gov on the date said remaining balance is made. The payment must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),³ or by wire transfer. The Commission no longer accepts civil penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected.⁴ Except as set forth in the Amendment, the Consent Decree is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between the Amendment and the Consent Decree, the terms of the Amendment will prevail.

Paragraph 25 of the Consent Decree is deleted and replaced with the following:

The Company agrees that an Event of Default shall occur upon its failure to pay the full amount as described in Paragraph 24 by the due date specified in this Consent Decree and modified by the Amendment.

Paragraph 32 of the Consent Decree is deleted and replaced with the following:

The Parties agree and acknowledge that this Consent Decree and Amendment shall constitute a final settlement between the Parties with respect to the Investigation. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or

² Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹ See 47 CFR § 1.93(b).

³ Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

⁴ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at <u>ARINQUIRIES@fcc.gov</u>.

legal finding regarding any compliance or noncompliance with the requirements of the Communications Laws.

- 3. The provisions of this Amendment shall be incorporated by the Commission in an Adopting Order.
- 4. The Company agrees that the Commission has jurisdiction over it and the matters contained in the Consent Decree and this Amendment and has the authority to enter into and adopt this Amendment.
- 5. Each Party represents and warrants to the other that it has full power and authority to enter into this Amendment. Each person signing this Amendment on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Amendment to bind the Party to its terms and conditions.
- 6. This Amendment may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

By:	
	Loyaan A. Egal
	Chief
	Enforcement Bureau
Dated:	
Buttu.	
By:	
<i></i>	Kathleen O'Brien Ham
	Senior Vice President, Government Affairs
	T- Mobile US, Inc.
Dated:	