

**STATE OF NORTH DAKOTA**  
**BEFORE THE INSURANCE COMMISSIONER**

In the Matter of	)	
	)	<b>CONSENT ORDER</b>
T-Mobile USA, Inc.,	)	
NPN 7821100,	)	<b>CASE NO. CO-18-753</b>
	)	
Respondent.	)	

**TO: T-Mobile USA Inc., 11222 Quail Roost Drive, Miami, FL 33157**

Insurance Commissioner Jon Godfread ("Commissioner") has determined as follows:

1. As a result of information obtained by the North Dakota Insurance Department ("Department") regarding the conduct of T-Mobile USA, Inc., NPN 7821100 ("Respondent"), the Commissioner has considered scheduling a formal hearing to determine whether Respondent's conduct as alleged constitutes a basis for imposition of a civil penalty or any other action the Commissioner deems necessary. As more fully described below, Respondent's conduct is alleged to be in violation of N.D.C.C. § 26.1-25-16.

**26.1-25-16. Rebates prohibited - Exception.**

(2). ...An insurance producer may not condition the giving of a gift, prize, promotion article, logo merchandise, meal, or entertainment activity on obtaining a quote or a contract of insurance....

2. Respondent has been a licensed business entity in North Dakota since February 1, 1997.

3. On or about December 28, 2017, Respondent notified the Department of an administrative action taken by the Georgia Office of Insurance and Safety Fire Commissioner on November 29, 2017. The Consent Order was the result of Respondent's "Get out of the Red Promotion" wherein qualifying customers could receive a prepaid credit card to pay off any balance owed to Verizon if they switched to T-Mobile wireless service and enrolled in a Premium Device Protection program. On or about January 16, 2018, Respondent submitted further information disclosing that six individuals in North Dakota took advantage of the promotion.

4. The Department concludes that, pursuant to N.D.C.C. § 26.1-25-16, grounds exist for administrative action to be taken and monetary penalties to be imposed against Respondent for requiring the enrollment of a customer in a portable electronics insurance program in order to purchase portable electronics, in violation of N.D.C.C. § 26.1-25-16.

5. Respondent acknowledges that at the time of signing the Consent to Entry of Order, Respondent was aware of or had been advised of the right to a hearing in this matter, to consult an attorney, to present argument to the Commissioner, to appeal from any adverse determination after a hearing, and Respondent expressly waives those rights.

6. Respondent has agreed to informal disposition of this matter, without a hearing, as provided under N.D.C.C. § 28-32-22.

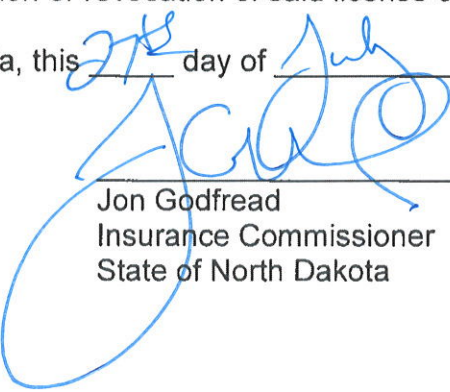
7. For purposes of resolving this matter without further administrative proceedings, Respondent has agreed to enter into the following order.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Respondent agrees to pay a fine in the amount of \$600 payable by money order, cashier's check, or credit card to the North Dakota Insurance Department within 20 days of the effective date of this Order.

2. The use of this Consent Order for competitive purposes by an insurance agent or agency holding a license in the State of North Dakota, or by any company holding a Certificate of Authority, or by anyone on their behalf, may be deemed unfair competition and be grounds for suspension or revocation of said license or authority.

DATED at Bismarck, North Dakota, this 27<sup>th</sup> day of July, 2018.



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Jon Godfread  
Insurance Commissioner  
State of North Dakota

CONSENT TO ENTRY OF ORDER

The undersigned states they have read the foregoing Consent Order, that they know and fully understand its contents and effect; that they have been advised of the right to a hearing in this matter, the right to be represented by legal counsel, the right to present evidence and arguments to the Commissioner, and the right to appeal from an adverse determination after hearing; and that by the signing of this Consent to Entry of Order they waive those rights in their entirety, and consents to entry of this Order by the Commissioner. It is further expressly understood that this Order constitutes the entire settlement agreement between the parties, there being no other promises or agreements, either expressed or implied.

DATED this 25<sup>th</sup> day of July, 2018.

T-Mobile USA, Inc.

*[Signature]*

County of King

State of Washington

Subscribed and sworn to before me this 25<sup>th</sup> day of July, 2018.

*[Signature]*  
Notary Public

My commission expires: 8/19/20

