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TABLE OF AUTHORITIES

47 United States Code Sections 301, 303, 307, 308, 319, 332.

California Public Utilities Commission Decision No. (D.) 15-12-005, Decision Granting Application Subject to Conditions and Approving Related Settlements, In the Matter of the Joint Application of Frontier Communications Corporation, Frontier Communications of America, Inc. (U5429C), Verizon California, Inc. (U1002C), Verizon Long Distance LLC (U5732C), and Newco West Holdings LLC for Approval of Transfer of Control Over Verizon California, Inc. and Related Approval of Transfer of Assets and Certifications, in Application No. (A.) 15-03-005, issued December 9, 2015.

California Public Utilities Commission D.16-05-007, Decision Granting Application to Transfer Control Subject to Conditions, In the matter of Joint Application of Charter Communications, Inc.; Charter Fiberlink CA-CCO, LLC (U6878C); Time Warner Cable Inc.; Time Warner Cable Information Services (California), LLC (U6874C); Advance/Newhouse Partnership; Bright House Networks, LLC; and Bright House Networks Information Services (California), LLC (U6955C) Pursuant to California Public Utilities Code Section 854 for Expedited Approval of the Transfer of Control of both Time Warner Cable Information Services (California), LLC (U6874C) and Bright House Networks Information Services (California), LLC (U6955C) to Charter Communications, Inc., and for Expedited Approval of a Pro Forma Transfer of Control of Charter Fiberlink CA-CCO, LLC (U6878C), A.15-07-009, issued May 16, 2016.

Assembly Bill 1665 entitled “Telecommunications: California Advanced Services Fund, An act to amend Sections 281, 912.2 and 914.7 of the Public Utilities Code, relating to communications and declaring the urgency thereof, to take effect immediately”, Approved by Governor on October 15, 2017, Filed with Secretary of State and Chaptered on October 15, 2017.

APPENDIX

Add New Ordering Paragraph ordering New T-Mobile to comply with CETF MOU and allowing Commission enforcement:

____. New T-Mobile shall perform, in a faithful and timely manner, all agreements made by it in the California Emerging Technology Fund (CETF) Memorandum of Understanding (MOU), attached in its entirety hereto as Attachment 2. Commission staff or any party to the MOU may, at any time during the duration of the MOU, as the case may be, apply to this Commission for an order directing the other party to perform one or more agreements or promises contained in the MOU. In its Annual Report to the Commission, CETF shall report on the performance of community beneficiaries who receive funds pursuant to the MOU. New T-Mobile consents to the jurisdiction of this Commission to enter an order enforcing the CETF MOU.

Amend Page 21, first paragraph of PD to remove erroneous statement that parties did not have a chance to comment on the CETF MOU.

Amend Ordering Paragraph 11 to be consistent with the CETF MOU Section VIII.A on 5G speeds to be provided to ten County Fairgrounds:

11. The wireless networks shall provide 5G wireless service that shall provide robust connectivity for County Fairground users and administrators, provided that New T-Mobile shall not be required to add cell sites to those specified in Section VII. Entitled “Investments in Infrastructure” of the CETF MOU.

Amend Ordering Paragraph 12 to be consistent with the CETF MOU Section VIII.A. which provides that New T-Mobile choose from the CETF MOU Attachment D list of fairgrounds for the 10 rural County Fairgrounds it will connect with 5G wireless connectivity:

12. The ten fairgrounds shall be selected from the ones that are on the CETF MOU Attachment D California Department of Food and Agriculture (CDFA) list of 24 fairgrounds, which CDFA indicated had low broadband connectivity speeds and which have been used for emergency response in recent years. Priority consideration shall be given to the rural fairgrounds most frequently used in the last decade to stage wildfire, flooding, and other emergency responses, and support recovery activities. Priority consideration also shall be given the rural fairgrounds for which the County Fair Board (in consultation with the County Board of Supervisors and other local stakeholders) has developed a plan for digital inclusion and other economic development activities when the site is not being used for emergency response and recovery.

Amend Ordering Paragraph 15 to correct factual errors on agreed upon LifeLine offers and timeframe on LifeLine offers as set forth in CETF MOU Section II.A.:

15. New T-Mobile shall offer LifeLine services (pursuant to both federal FCC Lifeline and state CPUC LifeLine programs) indefinitely in California. To provide assurance of its commitment, New T-Mobile guarantees the provision of LifeLine in California through the end of 2024 at a minimum. New T-Mobile agrees to continue to offer LifeLine services in California to both current and new eligible customers under rates (i.e. free), terms, and conditions no less favorable to eligible consumers than those offered under the Virgin/Assurance brand as of the date of close of the Transaction. New T-Mobile shall provide all new LifeLine customers a minimum of 3 gigabytes (GB) per month of data and will upgrade all existing Assurance LifeLine customers to a minimum of 3 GB per month of data without the need for a customer to request the upgrade. New T-Mobile shall re-assess every two years the data allotment to determine its adequacy consistent with FCC guidelines and shall make adjustments to align with FCC guidelines. New T-Mobile may accomplish this objective by utilizing the existing Virgin Mobile USA, L.P. (Virgin) model, the Boost (or Metro) Mobile pilot model, and/or any future models authorized by the LifeLine Program in a Commission decision.

Amend Ordering Paragraph 21 to correct factual error that left out the six-month transition period on handsets:

21. After a six month transition period after the close of the Transaction, New T-Mobile shall distribute free handsets that are compatible with the New T-Mobile network as necessary, and comparable to the consumer's existing handset such that the consumer does not experience a loss in service, to all active California LifeLine participants receiving wireless service from Virgin whose handsets belong to either of the following categories:

- a. The consumer's handset was previously provided by Virgin but is incompatible with the New T-Mobile network; and
- b. The consumer's "Bring Your Own Device" handset is incompatible with the New T-Mobile Network.

Further, on the first day after the close of the Transaction, new California Assurance LifeLine customers will be provided a free handset at the time of enrollment that is compatible on both the New T-Mobile and the Sprint network, but their service will continue to be activated on the Sprint network.

Amend Ordering Paragraph 16 to correct factual error that changed the Lifeline and Low-Income Household goal in the CETF MOU:

16. Within five years of the close of the Transaction, New T-Mobile shall add a combined goal of 332,500 new (additional) low-income customers through (i) new Assurance or other brand of LifeLine customers (gross additions) approved by the LifeLine administrator and (ii) Low-Income customers in California for a total of no less than 675,000 enrolled LifeLine / Low-Income households. Low-Income customers may include customers added through other non-LifeLine offers (e.g. Boost pilot program, if adopted) that are priced at \$20.00 per month or less (total cost to the customer) and that

provide the minimum data allowance required under FCC LifeLine rules. For the purpose of this paragraph, “new customer” is defined as LifeLine customers that were not enrolled in the California LifeLine program in the previous month. New T-Mobile shall train and monitor employees adequately to ensure they only enroll new LifeLine customers who are eligible.

Add at end of Ordering Paragraph 17 a requirement that New T-Mobile provide the Strategic Plan to CETF consistent with Section III.B. of the CETF MOU:

17. New T-Mobile shall provide the Strategic Plan on how it will achieve the 332,500 new LifeLine and Low-Income customers in California, and shall meet with CETF and Commission staff annually to review its progress on achieving the low-income adoptions.

Add to the end of Ordering Paragraph 18, new language requiring NTM compliance with (1) Promotion Investment Schedule on LifeLine and Low-Income offer marketing and (2) compliance with Pledged Promotion Investment consistent with CETF MOU Section IV:

18. New T-Mobile shall comply with preparation of a Promotion Investment Schedule on LifeLine and Low-Income offer marketing, and comply with its Pledged Promotion Investment of \$1 million/year for five years to perform outreach and promotion of LifeLine, as committed to in the CETF MOU Section IV, entitled “Promotion of LifeLine and Low-Income Offers.”

Add new Ordering Paragraph to include Digital Inclusion Investments in Section VI of the CETF MOU:

____. New T-Mobile shall comply with its commitments involving its Digital Inclusion efforts in Section VI of the CETF MOU for School-based programs and Digital Inclusion Policy and Programs.

Delete Ordering Paragraphs 28-31 CALSPEED testing as redundant and unnecessary given FCC national drive-testing protocol, and CETF cell site testing and coverage map confirmation method as contained in CETF MOU Section VII.C.

Delete Ordering Paragraph 4(c) and 4(d) as it is not contained in the record as a voluntary commitment, and it exceeds this Commission’s authority to order certain types of wireless services, which is the exclusive province of the Federal Communications Commission.