

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

In the Matter of the Joint Application of Sprint Communications Company L.P. (U-5112) and T-Mobile USA, Inc., a Delaware Corporation, For Approval of Transfer of Control of Sprint Communications Company L.P. Pursuant to California Public Utilities Code Section 854(a).

Application 18-07-011

In the Matter of the Joint Application of Sprint Spectrum L.P. (U-3062-C), and Virgin Mobile USA, L.P. (U-4327-C) and T-Mobile USA, Inc., a Delaware Corporation for Review of Wireless Transfer Notification per Commission Decision 95-10-032

Application 18-07-012

**NOTICE OF EX PARTE COMMUNICATION  
OF JOINT APPLICANTS**

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**NOTICE OF EX PARTE COMMUNICATION  
OF JOINT APPLICANTS**

Pursuant to Article 8.4 of the California Public Utilities Commission (“Commission”) Rules of Practice and Procedure, Sprint Communications Company L.P. (U-5112-C), Sprint Spectrum L.P. (U-3062-C), Virgin Mobile USA, L.P. (U-4327-C) (collectively “Sprint”), and T-Mobile USA, Inc. (“T-Mobile”) (collectively, the “Joint Applicants”) hereby file this notice of the following *ex parte* oral communication. The opportunity for *ex parte* oral communication described herein was sought by the Joint Applicants to discuss matters pertaining to Applications 18-07-011 and 18-07-012.

On February 19, 2020, the following representatives of T-Mobile: Andrew Sacks, Senior Vice President, Legal Affairs; Susan Lipper, Director, State Government Affairs; Suzanne Toller, Counsel, Davis Wright Tremaine; Leon Bloomfield, Counsel, Law Offices of Leon M. Bloomfield; and Jeremy Calsyn, Counsel, Cleary Gottlieb, and the following representative of Sprint: Stephen Kukta, Director, Regulatory Affairs, West Region State Regulatory, met with: Commissioner Genevieve Shiroma’s advisor, Terrence Shia, from approximately 10:00 a.m. to

10:30 a.m.; Commissioner Clifford Rechtschaffen's advisor, Sandy Goldberg, from approximately 10:30 a.m. to 11:00 a.m.; Commissioner Liane M. Randolph's advisor, Lester Wong, from approximately 11:00 a.m. to 11:30 a.m.; President Marybel Batjer's advisor, Michael Mullaney,<sup>1</sup> from approximately 3:30 p.m. to 4:10 p.m.; and Commissioner Martha Guzman Aceves' advisor, Michael Minkus,<sup>2</sup> from approximately 4:30 p.m. to 5:10 p.m. Except as noted above, these meetings were held at the Commission's headquarters, 505 Van Ness Avenue, San Francisco, California.

During each meeting, representatives of Joint Applicants discussed the numerous benefits of the merger and the almost 50 voluntary commitments Joint Applicants have made. During their discussion, Joint Applicants' representatives highlighted the broad and deep transformative nationwide 5G network, enhancements in network resiliency and emergency preparedness, California LifeLine benefits, and resources devoted to closing the Digital Divide, all of which would result from the proposed combination of T-Mobile and Sprint. To illustrate these points, the representatives provided the advisors with maps comparing the projected 5G deployment for the standalone companies versus the merged company (Attachment 1); maps showing T-Mobile and Sprint's current 4G service, demonstrating the increased coverage that will be available to LifeLine customers soon after close (Attachment 2); and a summary of Joint Applicants' voluntary commitments (Attachment 3).<sup>3</sup> Additionally, Joint Applicants' representatives emphasized that the voluntary commitments they had made were specific,

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<sup>1</sup> This meeting was held at the Commission's office at 300 Capitol Mall, 5<sup>th</sup> Floor, Sacramento, California. Jeremy Calsyn, Counsel, Cleary Gottlieb, joined this meeting by phone.

<sup>2</sup> This meeting was held telephonically.

<sup>3</sup> The handouts were provided during the in-person meetings and were subsequently e-mailed to Mr. Minkus.

measurable and verifiable and that they had requested that all of the commitments be made enforceable by the Commission.

In the meetings, the representatives urged the Commission to expeditiously issue and approve a proposed decision and stressed the importance of the Commission's vote on the applications at the March 26 voting meeting, as the companies have announced their intention to close the merger on April 1. In support of this request, Joint Applicants' representatives noted that the applications have been pending at the Commission for more than 19 months, that the Commission has an extremely robust record, that approvals have been obtained from three federal agencies, that 18 other state public utility commissions have completed their merger review processes (with the last one completing its review in May 2019) and that just last week Judge Marrero in the Southern District of New York ruled in favor of the Joint Applicants in rejecting a challenge by a group of state attorneys general who asserted that the merger would be anti-competitive, finding that the merger will benefit consumers and allow T-Mobile to continue as a maverick in the wireless industry.

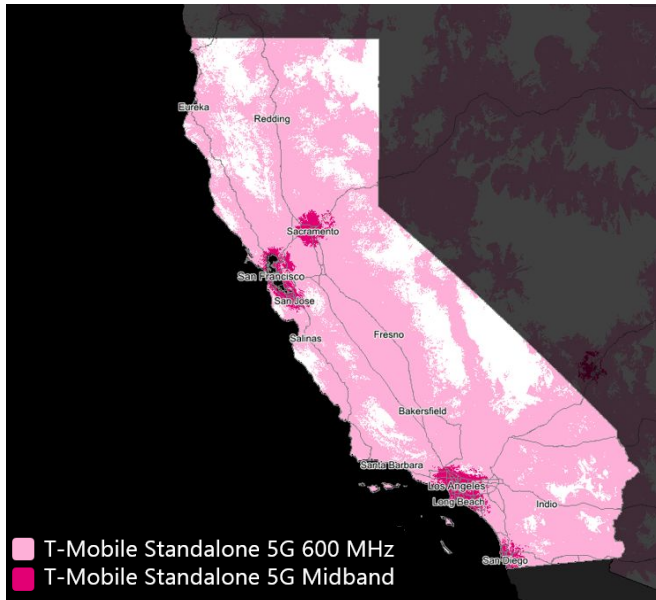
Joint Applicants' representatives also discussed the significant impacts to consumers created by further delay, including in the speed of network integration, 5G rollout, including to rural and in-home broadband customers, and other merger benefits, customer confusion, and ongoing employee uncertainty. Lastly, the representatives explained that closing on the first of a month, early in the quarter, is essential for financial reporting purposes and that closing on April 1 would also avoid significant additional negative fiscal impacts.



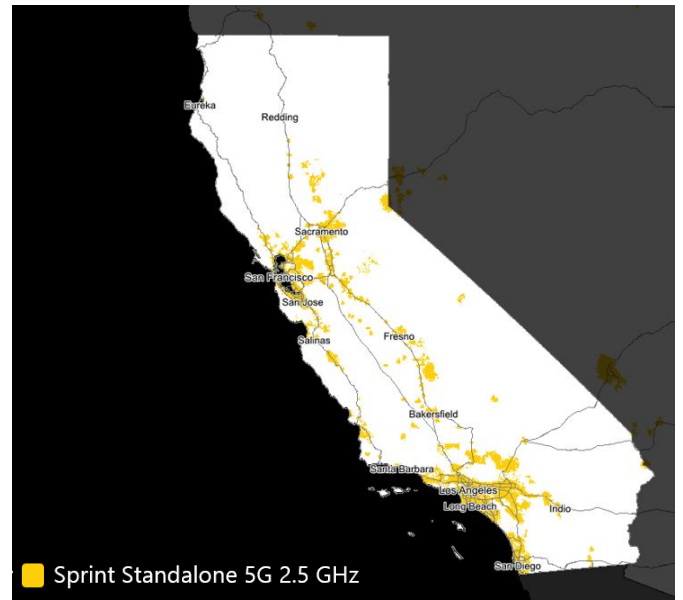
**ATTACHMENT 1**

**MAPS COMPARING THE PROJECTED 5G DEPLOYMENT FOR THE  
STANDALONE COMPANIES VERSUS THE MERGED COMPANY**

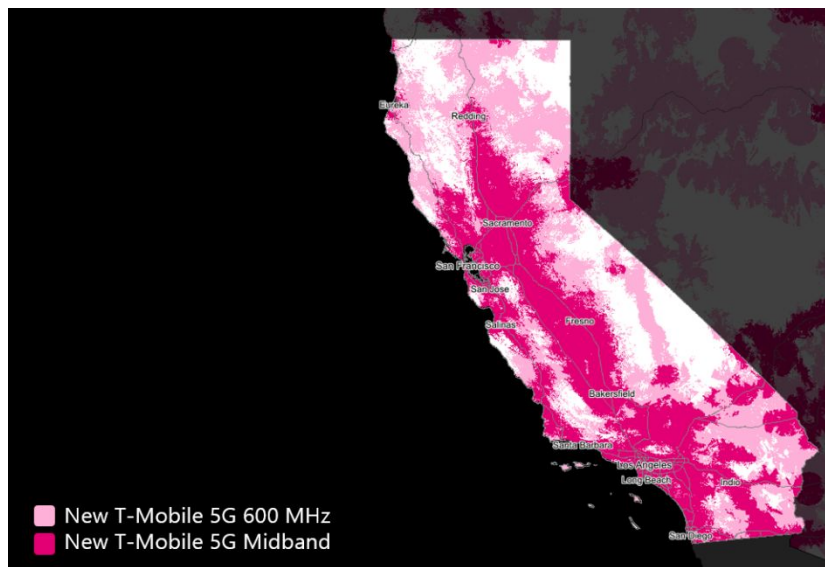
greater Bay Area, and much of rural California.<sup>87</sup> Standalone T-Mobile and Sprint, by contrast, would leave vast parts of the state without high-capacity, mid-band coverage, covering only a few scattered urban centers. The expanded 5G coverage is well-illustrated in the maps provided by Mr. Ray in his Rebuttal Testimony which are duplicated below:<sup>88</sup>



*T-Mobile Standalone Projected 5G Coverage in 2021*



*Sprint Standalone Projected 5G Coverage in 2021*



*New T-Mobile Projected 5G Coverage in California in 2021*

<sup>87</sup> Ray Rebuttal Testimony, 9:3-9:25, 31:3-35:2.

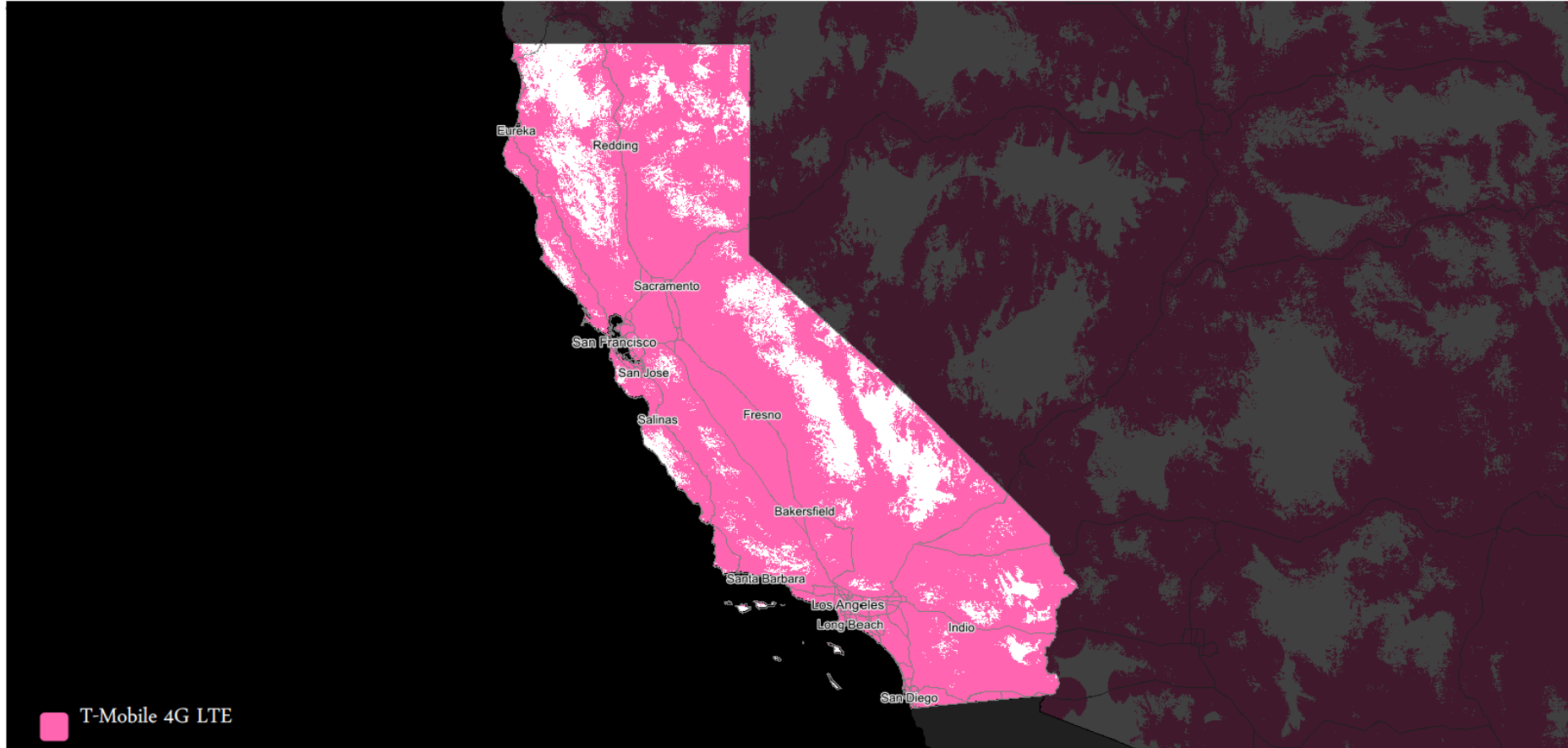
<sup>88</sup> See Ray Rebuttal Testimony at 32:1-33:2.

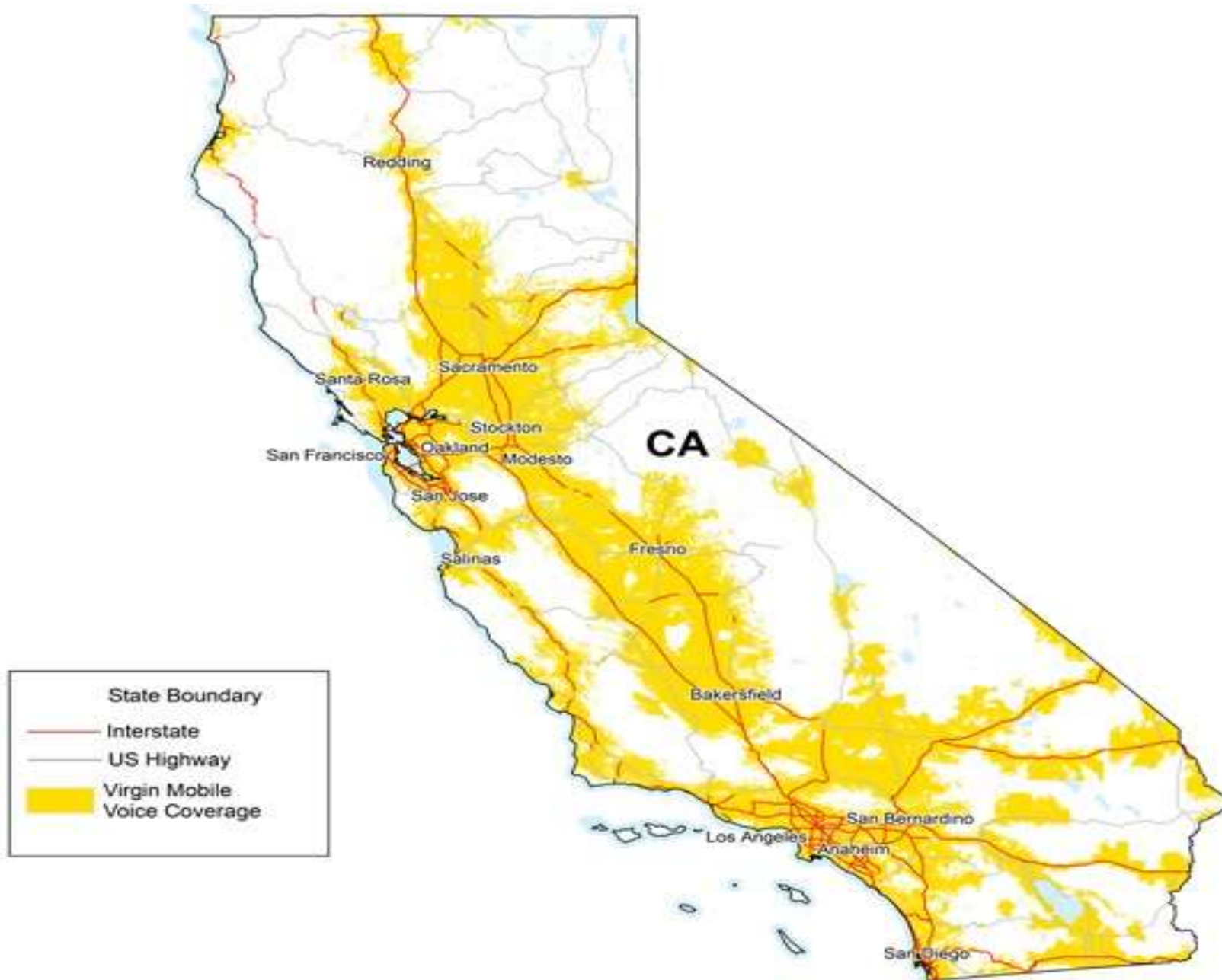
**ATTACHMENT 2**

**MAPS SHOWING T-MOBILE AND SPRINT'S CURRENT 4G SERVICE**



T-Mobile 4G LTE Coverage : California EOY18





**Public Version**  
**Rebuttal Testimony of Marie Sylla Dixon Submitted on Behalf of T-Mobile USA, Inc.**  
**January 29, 2019**

**ATTACHMENT 3**

**SUMMARY OF JOINT APPLICANTS' VOLUNTARY COMMITMENTS**

## NEW T-MOBILE CALIFORNIA VOLUNTARY COMMITMENTS<sup>1</sup>

### PRICING

- New T-Mobile will make available the same or better rate plans as those offered by T-Mobile or Sprint as of February 4, 2019 (Reference Date), for three (3) years following the close of the transaction. See FCC Pricing Commitment, Jt. Appl. Opening Brief § VI.C; CETF MOU § I.A., Appx. A. A “better plan” is one with a lower price, the same price and more data, or a lower price and more data. Jt. Appl. Post-December Hearing Brief § IV.B.1. The pricing commitment will cover the Boost, Virgin Mobile and Sprint prepaid plans only until the Boost, Virgin Mobile and Sprint prepaid businesses are divested and no longer owned by New T-Mobile. See Jt. Appl. Post-December Hearing Brief § IV.B.1.
- Within 60 days of close, New T-Mobile shall provide to CETF and the Commission a list of rate plans offered to new customers as of the Reference Date. New T-Mobile will provide to CETF and Commission Staff an Annual Compliance Report detailing New T-Mobile’s compliance with the CETF MOU, which will include a report on Rate Plans that were offered in the past calendar year. CETF MOU §§ I.A, X.

### LIFELINE

- New T-Mobile shall offer LifeLine services (pursuant to both federal FCC Lifeline and state Commission 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 (including free wireless handsets) no less favorable to eligible consumers than those offered under the Virgin Mobile/Assurance Wireless brand as of the date of close of the Transaction. CETF MOU § II.A.
- 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 2 years the data allotment to determine its adequacy consistent with FCC guidelines and shall make adjustments to align with FCC guidelines. CETF MOU § II.A.
- New T-Mobile commits to offering Assurance Wireless customers access to T-Mobile’s larger network footprint. Jt. Appl. Opening Brief § VII.A.2. CETF MOU § II.B.
- New T-Mobile will strive to increase Lifeline adoption in California over five (5) years by achieving at least 332,500 new (additional) LifeLine / low-income households for a total of no less than 675,000 enrolled LifeLine / low-income households at the end of five (5) years. To help achieve these adoptions, New T-Mobile commits to expend a minimum of \$1 million per year for 5 years for a total of at least \$5 million to promote LifeLine adoption. Jt. Appl. Opening Brief §§ I, VII.A, CETF MOU §§ III.A, IV.B. The “675,000 enrolled” commitment includes only those households signed up for LifeLine. Hearing Tr. 1548 (Sievert Cross). The \$5 million in investment over five years is specific to promoting LifeLine-specific services. Hearing Tr. at 1552 (Sievert Cross).
- New T-Mobile shall prepare a Promotion Investment Schedule generally describing the activities New T-Mobile will undertake to promote the LifeLine offers and enroll eligible California LifeLine and Low-Income customers, including but not limited to community based direct marketing and use of media. New T-Mobile shall place an

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<sup>1</sup> All commitments are for a 5-year duration unless otherwise specified in the relevant MOU or text of the commitment. In proposing these voluntary commitments, the Joint Applicants expressly preserve all of their arguments concerning the Commission’s lack of authority to *mandate* any conditions. Jt. Appl. Reply Brief, Appendix 1.

appropriate share of the promotion investment with community media to ensure sufficient information in-language and in-culture. Jt. Appl. Opening Brief § § I, VII.A., CETF MOU § IV.A.

- New T-Mobile commits to continue Sprint Spectrum L.P.'s participation in the Boost Pilot, including taking direct responsibility for the current customers in the Boost Pilot, if the Commission wishes. Jt. Appl. Post-December Hearing Brief § IV.B; Hearing Tr. 1552-1554.
- New T-Mobile shall provide to CETF and the Commission a LifeLine / low-income Report, which shall include LifeLine activations. (See also Rate Plan Report). CETF MOU § X.B.

#### **WHOLESALE/MVNO**

- New T-Mobile will honor all of T-Mobile's and Sprint's existing MVNO contracts, and any MVNO agreement in effect at the closing date of the transaction with either T-Mobile or Sprint will be extended by New T-Mobile to December 31, 2021. Any existing agreement that is effective beyond December 31, 2021, will continue for the full duration specified in the agreement. Jt. Appl. Opening Brief § I.
- New T-Mobile will provide annually to the Commission a confidential report (submitted under seal) that lists the MVNOs with which New T-Mobile contracts and which provides average volume of network traffic attributed to MVNO activity as measured on a national basis. Jt. Appl. Reply Brief § V.E.

#### **NETWORK BUILDOUT/RURAL**

- New T-Mobile commits to deploy 5G technology at 90% of the cell site locations included in its network plan for California (or geographically comparable locations) by 2025. Jt. Appl. Opening Br. § V.B, CETF MOU § VII.C
- New T-Mobile will commit to achieve the average (mean) speed tier (per the measurement protocol discussed infra) across all sites a specified speed category in the applicable year. For sites that are designated to achieve both speed tiers (100 Mbps and 300 Mbps), there will be two speed tests: (i) one in the year when spectrum and equipment are deployed that allow a site to reach the first speed tier (i.e. 100 Mbps); and (ii) a second in the year when the spectrum is deployed to allow the site to meet its second speed tier (e.g. 300 Mbps). Jt. Appl. Opening Br. § V.B, CETF MOU § VII.C
- In addition, New T-Mobile will commit to achieve a minimum of 80% of the specified speed tier category at each site (per the measurement protocol discussed infra). To the extent that a site does not achieve 80% of the established speed tier at a particular site, New T-Mobile will promptly use good faith efforts to achieve the designated speed tier at that site. Furthermore, to verify coverage and speeds, New T-Mobile has committed to site-specific speed tests and to provide coverage maps. Jt. Appl. Opening Br. § V.B, CETF MOU § VII.C
- New T-Mobile commits to at least \$7.8 billion in network capital expenditure in California within six years from closing of the merger with the right to defer \$1.2 billion of those planned capital expenditures for an additional seventh year. Jt. Appl. Opening Brief § V.B, CETF MOU § VII.C.
- New T-Mobile has committed to provide CETF and the Commission with an Annual Compliance Report detailing New T-Mobile capital expenditures, its buildout progress, speed tests results and coverage maps. Jt. Appl. Opening Brief § V.B.
- New T-Mobile shall prioritize its planned 5G network improvements in 10 unserved and underserved California areas. The 10 unserved/underserved areas for prioritization shall be selected by New T-Mobile after consultation with CETF and the Rural Regional Consortia. CETF MOU § VII.C.

## **PUBLIC SAFETY/EMERGENCY PREPAREDNESS/NETWORK RESILIENCY**

- New T-Mobile shall retain the number of Sprint and T-Mobile COWs and COLTs that each company has in California as of the close of the Transaction and, by 2021, shall expand by 50% the number of COWs and COLTs available to assist in emergencies. CETF MOU § VIII.B.
- New T-Mobile commits to establishing 6 additional microwave links and 6 additional satellite links for emergency backhaul connectivity in California. Jt. Appl. Opening Brief § VII.C.
- New T-Mobile shall continue the practice of offering community support to those impacted during an emergency, with concessions such as free wireless service, charging stations for devices, and other support, which is determined by the severity of the event. CETF MOU § VIII.B.
- New T-Mobile will retain the Sprint battery back-up policy at all retained Sprint sites, and New T-Mobile will implement Sprint's back-up battery design at all newly constructed sites where it is feasible. Jt. Appl. Reply Brief § XII.A.
- New T-Mobile will establish mission critical sites in the rural areas where it extends service following the merger and install standard generators at those sites. Jt. Appl. Reply Brief § XII.A.
- New T-Mobile will use commercially reasonable efforts to install standard generators at any microwave hub towers that it constructs or leases to provide backhaul and middle mile transport to multiple sites to the extent it is permitted to do so consistent with relevant federal, state and local laws and regulations. Jt. Appl. Reply Brief § XII.A.
- In any negotiations with providers for new middle mile and backhaul facilities in California, New T-Mobile will use commercially reasonable efforts to negotiate the provision of sufficient back-up power to provide continuous service to mission critical sites. Jt. Appl. Reply Brief XII.A.
- New T-Mobile will report annually to the Commission about the status of back-up power in areas deemed high fire risk. T-Mobile will include in these reports instances where a fiber middle-mile or backhaul provider refuses to provide back-up power to a level sufficient to ensure uninterrupted service to mission critical sites. For the purpose of this commitment, areas deemed high fire risk are defined as those areas in Tier 3 of the High Fire Threat District (See GO 95 Rule 21.2.D) Jt. Appl. Reply Brief § XII.A.
- Within 5 years of the date of the close of the Transaction, New T-Mobile shall deploy 5G wireless service that supports continuous service at 10 County Fairgrounds in rural counties, at least 3 of which shall be installed in the first 3 years. The fairgrounds will be selected from ones that currently have coverage below 25 Mbps with priority consideration given to the rural Fairgrounds most frequently used in the last decade to stage emergency response and support recovery activities. The 10 Fairgrounds shall be selected by New T-Mobile after consultation with CETF and the Rural Regional Consortia. Jt. Appl. Opening Brief § VII.C, CETF MOU § VIII.A

## **PUBLIC SAFETY/FIRST RESPONDER**

- New T-Mobile commits to work closely and collaboratively with CalOES to implement Next Generation 911 throughout its footprint. Jt. Appl. Reply Brief § XII.
- In addition to submitting NORS reports to the Commission in compliance with the rules that require provision of such reports, New T-Mobile commits to provide regular updates to the Commission and the CalOES regarding the status of its network and its efforts to restore service during emergencies and natural disasters. Jt. Appl. Reply Brief § XII.

## DIVERSITY

- Within ninety (90) days after the close of the Transaction, New T-Mobile will establish a national diversity and inclusion council (the “Council”) (sponsored by New T-Mobile’s Government Affairs and Diversity and Inclusion teams) and a California focused diversity and inclusion SubCouncil. The Council shall be the main external advisory group to New T-Mobile, regarding the development and implementation of a “Diversity Strategic Plan.” Jt. Appl. Opening Brief § VII.F.1; NDC MOU § 3.d.i.
- New T-Mobile shall strive to increase the diversity of its workforce in California at all levels to reflect the diversity of the communities in which it operates. New T-Mobile will work with the Council to establish plans in this area, and will consider recommendations submitted by NDC to expand and improve the quality of potential candidates. Jt. Appl. Opening Brief § VII.F.1, NDC MOU § 4.
- New T-Mobile is committed to the diversity of its Board of Directors and will continue to evaluate the makeup of its Board on an ongoing basis and encourage its stockholders to consider a diverse pool of Board candidates to fill vacancies as they occur. NDC MOU § 3.a.
- New T-Mobile will partner with NDC and the Council to improve diversity in its procurement of goods and services by through a number of actions designed to increase its diverse supplier spending in California. Within five (5) years following the close of the Transaction, New T-Mobile’s aspirational goal for all annual diverse spend in California will be the Commission’s General Order 156 goal of 21.5%. Within three (3) years of the close of the Transaction, New T-Mobile’s aspirational goal for annual diverse spend in California excluding spend with handset and network OEMs will be 40%. Jt. Appl. Opening Brief § VII.F.3, NDC MOU § 5.
- New T-Mobile commits to continuing and improving its involvement in and commitment to organizations in California that are mission-driven to improve the socioeconomic conditions facing people of color, women, disabled persons, and veterans, realizing that investing in these peoples ultimately improves New T-Mobile’s bottom line. New T-Mobile will develop a “Community Investment Plan” that will outline its Philanthropy and Community Investment for the three years following the close of the Transaction for California. Jt. Appl. Opening Brief § VII.F.4, NDC MOU § 7.

## DIGITAL DIVIDE

- New T-Mobile shall continue to expand T-Mobile’s current EmpowerED Program and Sprint’s 1Million Project (which may be rebranded) (together the New T-Mobile School-Based Programs) to reach an additional 52,000 low-income California families with K-12 school age children within 5 years of the close of the Transaction for a total of 112,000 families. For the additional 52,000 families, the New T-Mobile School-Based Programs will provide at least 3 GB of free high-speed Internet service and unlimited (non-high speed) Internet service thereafter and free Internet-enabled devices, such as Chromebooks or other Internet-enabled tablets or other wireless devices that may be used as hot spots if the school also provides a companion notebook or tablet to work with the hotspot. Jt. Appl. Opening Brief § VII.E, CETF MOU § VI.A.
- New T-Mobile shall provide \$7 million each year commencing 60 days from the close of the Transaction and continuing for 5 years for a total of \$35 million to CETF to sustain its core mission to close the Digital Divide in California and to promote digital inclusion policy and programs as set forth below as explicit public benefits of the Transaction. CETF shall continue to work with T-Mobile and other Internet Service Providers to collaborate with community, local, regional and statewide stakeholders to get online all unconnected and underconnected households in the state. CETF MOU § VI.B. In addition to pursuing its core mission, CETF shall dedicate a portion of the \$35 million to the following digital inclusion programs:

- \$12.5 million to assist districts and schools participating in the New T-Mobile School-Based Programs (and representing up to 25,000 students) to implement School2Home to incorporate technology into teaching and learning with significant parent engagement. CETF MOU § VI.B.
- \$5 million for CETF grants to county and city governments to develop, adopt and implement digital inclusion policies and programs. Priority consideration for grants shall be given to local governments working in collaboration with their CASF-funded Regional Consortium. CETF MOU § VI.B.
- \$4.5 million for grants to community-based organizations (CBOs), schools, and libraries to provide digital literacy training for up to 75,000 new LifeLine and low-income households enrolled by T-Mobile. Within 6 months after the close of the Transaction, CETF and New T-Mobile shall develop a process for T-Mobile to inform and refer interested new low-income households to appropriate CBOs. CETF MOU § VI.B.
- New T-Mobile shall also provide up to \$1 million over 5 years for School Leadership Teams from the districts and schools in the New T-Mobile School-Based Programs selected to participate in the School2Home Partnership to attend the annual School2Home Leadership Academy. Jt. Appl. Opening Brief § VII.E, CETF MOU § VI.A.
- New T-Mobile commits to work with NDC and its members to launch a Community Wireless Initiative that will seek to expand and improve wireless capabilities within New T-Mobile's coverage area throughout low-income communities, to low income Californians, to underserved minority populations, and to organizations serving these underserved communities. New T-Mobile makes several specific commitments in furtherance of this overall commitment. These specifics are laid out in the NDC MOU. Jt. Appl. Opening Brief § VII.F.2, NDC MOU § 6.

## **JOBS**

- New T-Mobile commits to extending job offers with comparable pay and benefits to all California Sprint and T-Mobile retail employees. Jt. Appl. Opening Brief VII.B.
- New T-Mobile commits that the total number of New T-Mobile employees in California three years after the close of the Transaction will be equal to, or greater than, the current total number of Sprint and T-Mobile employees in California. Jt. Appl. Opening Brief §§ I, VII.B.
- New T-Mobile commits to opening a new Customer Experience Center located in Kingsburg, California in California's Central Valley that will create approximately 1,000 jobs. Jt. Appl. Opening Brief §§ I, VII.D.

## **PRIVACY/DATA SECURITY**

- Within 12 months of closing, New T-Mobile will:
  - Complete and maintain an inventory of third-party suppliers and subcontractors to whom New T-Mobile has authorized access to New T-Mobile customer data;
  - Maintain a process to conduct regular, periodic reviews of the data security policies and programs for third-party suppliers to whom New T-Mobile has authorized access to New T-Mobile customer data; and
  - Require third-party suppliers to whom New T-Mobile has authorized access to New T-Mobile customer data to notify and receive approval from New T-Mobile before providing subcontractors access to New T-Mobile customer data. Where an existing contract with a third-party supplier does not require such notice and approval, New T-Mobile will use commercially reasonable efforts to migrate the third-party supplier to a new agreement that requires such notice and approval. Jt. Appl. Reply Brief § XIII.
- Immediately upon closing, New T-Mobile will ensure that third party risk management remains a company-wide priority, and that senior leadership and the Board of Directors or applicable committee receive periodic updates from staff about the status of the company's third-party risk management program.



- Within 6 months of closing, New T-Mobile will:
  - Ensure that New T-Mobile staff, within 21 days of confirming a breach of customer data, report to senior leadership any breach affecting the personal information of 500 or more California residents; and
  - Contemporaneously provide the Commission and the Public Advocate’s Office a copy of the notice and supporting documents filed with the California Attorney General’s Office pursuant to Cal. Civ. Code § 1798.80 et seq., for any breach of personal information affecting more than 500 California residents. Jt. Appl. Reply Brief § XIII.
  
- Within 9 months of closing, New T-Mobile will:
  - Require third-party suppliers to whom New T-Mobile has authorized access to New T-Mobile customer data to notify New T-Mobile staff as soon as practicable, but in no event no more than twenty-four (24) hours after discovery, of a breach or suspected breach of New T-Mobile customer data, whether the breach originates with the third- party supplier or its subcontractor; and
  - Specify for third-party suppliers the New T-Mobile contact to whom the foregoing breach notices shall be provided and require that third-party suppliers provide New T-Mobile periodic reports and updates describing the supplier’s breach investigation and all corrective or remedial actions taken. Jt. Appl. Reply Brief § XIII.
  
- Within 12 months of closing, New T-Mobile will:
  - Ensure that the account owner of any New T-Mobile multi-line consumer account can manage all available New T-Mobile account settings (e.g., marketing preferences) for all lines on the account; and
  - Ensure that the account owner of any New T-Mobile multi-line, post-paid consumer account has access to an optional tool(s) allowing control over data content (e.g., content filtering) for all lines on the account. Jt. Appl. Reply Brief § XIII.

**ARBITRATION/CLASS ACTION CLAUSES**

- New T-Mobile will continue to provide customers with the option of pursuing claims in small claims courts and to allow customers to opt out of individual arbitration and class action waivers so that they may pursue claims in court. Jt. Appl. Reply Brief § XIII.B.

**REPORTING**

- New T-Mobile commits to provide detailed annual compliance reports. Jt. Appl. Opening Hearing Brief § V.B.