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SOAH DOCKET NO. 473-18-5090
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APPLICATION OF VIRGIN MOBILE	§	
USA, L.P. TO AMEND ITS	§	
DESIGNATION AS AN ELIGIBLE	§	BEFORE THE STATE OFFICE
TELECOMMUNICATIONS CARRIER	§	
AND ITS DESIGNATION AS AN	§	OF
ELIGIBLE TELECOMMUNICATIONS	§	
PROVIDER FOR THE LIMITED	§	ADMINISTRATIVE HEARINGS
PURPOSE OF OFFERING LIFELINE	§	
SERVICE	§	

**VIRGIN MOBILE USA, L.P.'S FOURTH SUPPLEMENTAL RESPONSE TO
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION
QUESTION NOS. STAFF 1-6 and 1-15**

COMES NOW Virgin Mobile USA, L.P. ("Virgin Mobile" or the "Company") and, pursuant to 16 Texas Administration Code ("TAC") § 22.144, files this, its Fourth Supplemental Responses to Commission Staff's First Request for Information.

I. Written Responses

Attached hereto and incorporated herein by reference is Virgin Mobile's Fourth supplemental written response to Staff RFI Nos. 1-6 and 1-15. Each response contained herein is set forth on or attached to a separate page on which the request has been restated. All responses are made without waiver of Virgin Mobile's right to contest the admissibility of any matters upon hearing. Virgin Mobile stipulates that its responses may be treated exactly as if they were filed under oath.

Respectfully Submitted,

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**ATTORNEYS FOR VIRGIN MOBILE
USA, L.P.**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing pleading has been served on all counsel of record via email and/or facsimile on this the 4th day of October, 2018.



Katherine K. Mudge

**VIRGIN MOBILE USA, L.P.'S FORTH SUPPLEMENTAL RESPONSE TO
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION**

Staff RFI 1-6: Provide a price sheet for each ILEC exchange that the Company is requesting eligible telecommunications carrier (ETC) and eligible telecommunications provider (ETP) designation in, comparing Virgin Mobile's prices to the ILEC's tariffed rate. In this price sheet, please demonstrate how the Company's proposed prices do not exceed 150% of the ILEC's rate. Prices should only include Basic Local Telecommunications Service (BLTS). Please provide this information in an Excel spreadsheet format.

Virgin Mobile Response to Staff RFI 1-6: Please see filed objections. Subject to and without waiving its objections, Virgin Mobile responds as follows:

Virgin Mobile does not charge its customers a monthly fee for the Assurance Wireless Lifeline service and a comparison to the ILECs' rates as required by P.U.C. SUBST. R. 26.417(c)(1)(B) is unnecessary.

Virgin Mobile Supplemental Response to Staff RFI 1-6: Please *see* the attached CONFIDENTIAL Exhibit RFI 1-6 for the calculation of the BLTS comparison for the CenturyLink telephone companies to the plans Virgin Mobile offers (non-Assurance Wireless). This calculation was based on the data CenturyLink produced in response to Virgin Mobile's RFI 1-1, dated September 25, 2018.

Virgin Mobile will supplement this response for the remaining ILECs when the information and calculations are available

Responsible Person: Mary Ellen Hassell, Senior Manager

Responsible Witness: Not yet identified.

Staff RFI 1-15: Please provide a detailed explanation of how Virgin Mobile will meet each of the service standards as defined in 16 TAC § 26.52, 26.53, and 26.54.

Virgin Mobile Response to Staff RFI 1-15: Virgin Mobile provides Lifeline services as a wireless carrier and, as such, the standards of 16 TAC §§ 26.52, 26.53, and 26.54 do not apply. Each of these rules do not apply to the retail services of deregulated ILECs and CLECs that provide services in those ILECs' deregulated exchanges. Virgin Mobile recognizes that the Commission's Substantive Rule governing ETPs requires ETPs to comply and Virgin Mobile's wireless service meets the standards of 16 TAC §§ 26.52, 26.53, and 26.54 in the context of providing wireless services.

Without waiver of the applicability of 16 TAC §§ 26.52, 26.53 and 26.54, Virgin Mobile follows the provisions related in the CTIA Code related to services to its customers. The Code can be found at: <https://ctia.org/initiatives/voluntary-guidelines/consumer-code-for-wireless-service>. Among other things, the Code requires wireless carriers to provide maps where service is available, to allow a trial period for a customer to try out his/her service, to provide access to customer service, to respond to customer complaints, and includes other provisions requiring disclosure of material terms and conditions of service to customers. With respect to Emergency Operations, please see Virgin Mobile's response to Staff's RFI 1-11. With respect to maintenance and performance of Sprint's network (Virgin Mobile is a wholly-owned subsidiary of Sprint), based on the type of equipment, Sprint completes planned preventative maintenance on weekly, monthly, and quarterly bases to ensure the network is maintained to industry standards. Further, Sprint maintains a Network Operation Center that proactively monitors network and dispatches Sprint technicians to address network issues as they occur. In addition, Sprint's network is built with power and transport redundancies to help minimize customer impacts. These redundancies include:

- First redundancy is generator back-up at Sprint's switch sites and battery back-up at site should generator encounter problems.
- Transport redundancies include redundant transport paths or ability to re-route traffic to another transport link.

Virgin Mobile Supplemental Response to Staff RFI 1-15: Virgin Mobile is a wholly owned subsidiary of Sprint and utilizes the Sprint network to provide service to its customers. As a competitive wireless provider Sprint complies with 16 TAC § 26.52 Emergency Operations and § 26.53 Inspections and Tests as described below. Please *see* CONFIDENTIAL Exhibit RFI 1-15 A - Sprint Business Continuity and CONFIDENTIAL Exhibit RFI 1-15 B – Disaster Recovery process for the detailed internal Sprint procedures followed.

Sprint's Standard Maintenance:

- Cell Site level Maintenance - Sprint schedules standard preventative maintenance at cell sites based on element requiring maintenance and importance of cell site within network (High Traffic/Low traffic). All components at sites are reviewed from batteries, HVAC solutions, Telecommunication equipment, electrical components, to actual wireless service.
- Core (Voice/Data switches and Transport) Maintenance - Sprint schedules standard preventative maintenance at core locations that range from maintenance on physical aspects of core (Filter, Fuses, Batteries, Generators, Electronic components, as well as virtual aspects of the core related to storage, configurations, and other cloud based components of the Core switches/transport.

Standard NOC monitoring process:

- Fault management - Cell Site components and Core (Voice/Data Switches and Transport) Elements are monitored for Customer impacting failures, losses of redundancy, losses of visibility, and performance degradations. Once a fault is identified that requires physical assistance to resolve either remotely or at the location that is causing the fault issue is sent to the correct fix agent to resolve and confirm services have been restored. Sprint's network is monitored 24*7 and there are specific times within which to repair metrics based on the impact of the fault that must be met to ensure great customer experience.

Emergency Plan Disaster Recovery:

- Sprint has an Emergency process that is followed by all Business Units within Sprint (Care, Retail, Network, Business Continuity, etc.) when a threat occurs that impacts the network. The attached documents provide high-level information and are approved for sharing outside of Sprint.
- The Network organization follows a Network Event Management System (NEMS) process that we use to assign specific roles within the Network organization to lead the recovery of network services after an event. This process allows teams to plan for how to recover during an event, and then follow a regimented process to complete Reconnaissance activities after an event has occurred, and work to resolve issues at cell sites, and restore services in a timely manner.
 - Resolution of issues at a cell site can range from providing temporary power via a portable generator, completing actual fixes at the site, or making arrangements for a temporary backhaul solution that restores services.

Responsible Person: Penny Rogers, Manager Network Operations

Responsible Witness: Not yet identified.

As a competitive wireless provider and not a dominant certificated telecommunications utility (DCTU), Virgin Mobile complies with § 26.54 Service Objectives and Performance Benchmarks

as they apply in the context of a wireless provider providing mobile wireless services and not as an ILEC wireline provider providing fixed local exchange services at a particular location as described below. Virgin Mobile follows the industry standard provisions of the CTIA Code for services to its customers. Please *see* Exhibit RFI 1-15 C for the CTIA Code that Virgin Mobile and other wireless providers adhere to.

§ 26.54(b) The Lifeline customer receives a wireless Android phone which is essentially one-party service with an assigned telephone number that is not shared with other customers. In addition to the unlimited local and long-distance service, the customer also has the ability to access the internet and send text messages.

§ 26.54(c) relates to service installation objectives for DCTU's. Unlike a DCTU service installation, a new Virgin Mobile customer (Assurance Wireless Lifeline customer or a Virgin Mobile customer with a Lifeline credit) does not get service installed at a particular fixed location. Therefore, objectives relating to installation within a number of days are inapplicable. Instead, a prospective customer obtains service as follows:

- For Virgin Mobile customers, a phone is shipped to the consumer and the activation of the device happens when the phone is powered on. Because we are offering wireless service, there is no installation required.
- For Assurance Wireless customers that apply for Lifeline via paper or on the Assurance Wireless Website, a phone is shipped to the consumer and the activation of the device happens when the phone is powered on. Because we are offering wireless service, there is no installation required.
- For Assurance Wireless customers that apply for Lifeline through a field Agent, a phone is activated immediately and provided to the consumer. No installation of service is needed in this scenario either,

For all three scenarios Virgin Mobile is offering wireless service and there is no installation required. As a result, there is no traditional wireline Service Order that requires an installation timeframe (i.e., 5 working days) or other measurements and reporting.

§ 26.54(2) Operator-handled calls are obsolete as a wireless service and is not required to be provided by the FCC. *See* 47 C.F.R. § 54.400(l) through (n). Virgin Mobile was granted a waiver from this service requirement in Virgin Mobile's PUC Docket Nos. 47580 and 48367. It has requested a similar waiver in this proceeding. *See* Application at 9.

§ 26.54(3) – (5) As a competitive wireless provider the ILEC analog standards for providing local, local interoffice and direct distance dial services are not applicable as they are to DCTU's. Virgin Mobile does not have a central office, interoffice trunks, etc. which are listed as the measurements for providing the wireline services. *See also*, the description provided above related to wireless network maintenance and cell sites and core network.

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Virgin Mobile USA, L.P.'s Fourth Supplemental Response to
Commission Staff's First Request for Information Staff No. 1-15

October 4, 2018

§ 26.54(6) The standards in this rule relate to trouble reporting for wireline DCTU's. As a competitive wireless provider, Virgin Mobile resolves any issues the customer may have with its wireless service and does not create a Customer Trouble Report as the issue is generally addressed and resolved when the customer presents an issue to Virgin Mobile. All customers can call the Care (i.e., Customer Service) team for any issues or questions at 1-888-321-5880. They can also communicate with us via mail at: Assurance Wireless, P. O. Box 5040, Charleston, IL 61920-9907.

§ 26.54(7) As a competitive wireless provider, the analog wireline Transmission requirements that apply to DCTU's are not applicable to a wireless network. Sprint does not have a central office, interoffice trunks, subscriber lines, PBX's, key lines, etc. which are listed as the measurements to provide the wireline services. Those terms and technologies do not apply to wireless services.

Responsible Persons: Mary Ellen Hassell, Senior Manager
Triston Handlin, Product Manager – Assurance Wireless

Responsible Witness: Not yet identified.

CTIA

Consumer Code *for* Wireless Service

To provide consumers with information to help them make informed choices when selecting wireless service, the CTIA and the wireless carriers that are signatories below have developed the following Consumer Code. The carriers that are signatories to this Code have voluntarily adopted the principles, disclosures, and practices here for wireless service provided to individual consumers, including voice, messaging, and data services sold either on a postpaid or prepaid basis.

THE WIRELESS CARRIERS THAT ARE SIGNATORIES TO THIS CODE WILL:

ONE

DISCLOSE RATES AND TERMS OF SERVICE TO CONSUMERS

For each service plan offered to new consumers, wireless carriers will disclose to consumers at point of sale and on their web sites, at least the following information, as applicable: (a) the coverage area for the service; (b) any activation or initiation fee; (c) the monthly access fee or base charge; (d) the amount and nature of any voice, messaging, or data allowances included in the plan (such as night and weekend minutes); (e) the charges for domestic usage in excess of any included allowances or outside of the coverage area; (f) for prepaid service plans, the period of time during which any balance is available for use; (g) whether there are prohibitions on data service usage and whether there are network management practices that will have a material impact on the customer's wireless data experience; (h) whether any additional taxes, fees or surcharges apply; (i) the amount or range of any such fees or surcharges that are collected and retained by the carrier; (j) the amount or nature of any late payment fee; (k) whether a fixed-term contract is required and its duration; (l) the amount and nature of any early termination fee that may apply; and (m) the trial

EXHIBIT RFI 1-15 C

period during which a consumer may cancel service without any early termination fee, as long as the consumer complies with any applicable return policy.

TWO

MAKE AVAILABLE MAPS SHOWING WHERE SERVICE IS GENERALLY AVAILABLE

Wireless carriers will make available at point of sale and on their web sites maps depicting approximate domestic coverage applicable to each of their service plans currently offered to consumers. To enable consumers to make comparisons among carriers, these maps will be generated using generally accepted methodologies and standards to depict the carrier's outdoor coverage. All such maps will contain or link to an appropriate legend concerning limitations and/or variations in wireless coverage and map usage, including any geographic limitations on the availability of any services included in the plan. Wireless carriers will periodically update such maps as necessary to keep them reasonably current. If necessary to show the extent of service coverage available to customers from carriers' roaming partners, carriers will request and incorporate coverage maps from roaming partners that are generated using similar industry-accepted criteria, or if such information is not available, incorporate publicly available information regarding roaming partners' coverage areas.

THREE

PROVIDE CONTRACT TERMS TO CUSTOMERS AND CONFIRM CHANGES IN SERVICE

When a customer initiates new service or a change in existing service, the carrier will provide or confirm any new material terms and conditions of the ongoing service with the customer.

FOUR

ALLOW A TRIAL PERIOD FOR NEW SERVICE

When a customer initiates postpaid service with a wireless carrier, the customer will be informed of and given a period of not less than 14 days to try out the service. The carrier will not impose an early termination fee if the customer cancels service within this period, provided that the customer complies with applicable return and/or exchange policies. Other charges, including usage charges, may still apply.

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FIVE

PROVIDE SPECIFIC DISCLOSURES IN ADVERTISING

In advertising of prices for wireless service plans or devices, wireless carriers will disclose material charges and conditions related to the advertised prices and services, including if applicable and to the extent the advertising medium reasonably allows: (a) whether activation or initiation fees apply; (b) monthly access fees or base charges; (c) the amount and nature of any voice, messaging, or data service allowances included in the plan; (d) the charges for any domestic usage in excess of any included allowances or outside of the coverage area; (e) for prepaid service plans, the period of time during which any balance is available for use; (f) whether there are network management practices that will have a material impact on the customer's wireless data experience; (g) whether any additional taxes, fees or surcharges apply; (h) the amount or range of any such fees or surcharges that are collected and retained by the carrier; (i) whether a fixed-term contract is required and its duration; (j) early termination fees; (k) the terms and conditions related to receiving a product or service for "free;" (l) for any service plan advertised as "nationwide," (or using similar terms), the carrier will have available substantiation for this claim; and (i) whether prices or benefits apply only for a limited time or promotional period and, if so, whether any different fees or charges will apply for the remainder of the contract term.

SIX

SEPARATELY IDENTIFY CARRIER CHARGES FROM TAXES ON BILLING STATEMENTS

On customers' bills, carriers will distinguish (a) monthly charges for service and features, and other charges collected and retained by the carrier, from (b) taxes, fees and other charges collected by the carrier and remitted to federal state or local governments. Carriers will not label cost recovery fees or charges as taxes.

SEVEN

PROVIDE CUSTOMERS THE RIGHT TO TERMINATE SERVICE FOR CHANGES TO CONTRACT TERMS

Carriers will not modify the material terms of their postpaid customers' contracts in a manner that is materially adverse to those customers without providing a reasonable

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advance notice of a proposed modification and allowing those customers a time period of not less than 14 days to cancel their contracts with no early termination fee.

EIGHT

PROVIDE READY ACCESS TO CUSTOMER SERVICE

Customers will be provided a toll-free telephone number to access a carrier's customer service during normal business hours. Customer service contact information will be provided to customers online and on billing statements. Each wireless carrier will provide information about how customers can contact the carrier in writing, by toll-free telephone number, via the Internet or otherwise with any inquiries or complaints, and this information will be included, at a minimum, on all billing statements, in written responses to customer inquiries and on carriers' web sites. Each carrier will also make such contact information available, upon request, to any customer calling the carrier's customer service departments.

NINE

PROMPTLY RESPOND TO CONSUMER INQUIRIES AND COMPLAINTS RECEIVED FROM GOVERNMENT AGENCIES

Wireless carriers will respond in writing to state or federal administrative agencies within 30 days of receiving written consumer complaints from any such agency.

TEN

ABIDE BY POLICIES FOR PROTECTION OF CUSTOMER PRIVACY

Each wireless carrier will abide by a policy regarding the privacy of customer information in accordance with applicable federal and state laws, and will make available to the public its privacy policy concerning information collected online. Each wireless carrier will abide by the CTIA Best Practices and Guidelines for Location-Based Services.

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ELEVEN

PROVIDE CONSUMERS WITH FREE NOTIFICATIONS FOR VOICE, DATA AND MESSAGING USAGE, AND INTERNATIONAL ROAMING

Each wireless provider will provide, at no charge: (a) a notification to consumers of currently-offered and future domestic wireless plans that include limited data allowances when consumers approach and exceed their allowance for data usage and will incur overage charges; (b) a notification to consumers of currently-offered and future domestic voice and messaging plans that include limited voice and messaging allowances when consumers approach and exceed their allowance for those services and will incur overage charges; and (c) a notification to consumers without an international roaming plan/package whose devices have registered abroad and who may incur charges for international usage. Wireless providers will generate the notifications described above to postpaid consumers based on information available at the time the notification is sent. Wireless consumers will not have to affirmatively sign up in order for these notifications to be sent. Each wireless provider shall provide its customers at least two of these alerts by October 17, 2012 and all of these alerts by April 17, 2013. Wireless providers will clearly and conspicuously disclose tools or services that enable consumers to track, monitor and/or set limits on voice, messaging and data usage.