

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

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In the Matter of Virgin Mobile USA, L.P.	)	
	)	Docket No. 18-2521-02
Petition for Limited Designation as an	)	
Eligible Telecommunications Carrier	)	
	)	

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**STIPULATION AND SETTLEMENT AGREEMENT**

Virgin Mobile USA, L.P. (“Virgin Mobile”), the Utah Division of Public Utilities (“DPU”), and the Utah Office of Consumer Services (“OCS”) (collectively the “Stipulating Parties” or the “Parties”), through their undersigned representatives, enter into this Stipulation and Settlement Agreement (“Stipulation”) regarding the Amended Petition filed by Virgin Mobile in this docket. The Parties submit this Stipulation for approval by the Public Service Commission of Utah (the “Commission” or the “PSC”) pursuant to the Commission’s Rules of Practice and Procedure, Utah Admin. Code R746-1.

**INTRODUCTION**

1. Virgin Mobile was designated as an Eligible Telecommunications Carrier (“ETC”) in Utah in Docket No. 10-2521-01 and has retained its ETC status in Utah.
2. On March 16, 2018 Virgin Mobile filed a Petition to amend its designation as an ETC to receive Utah Universal Public Telecommunications Service Support Fund (“Utah USF”) support for its Lifeline service offerings in order to provide enhanced Lifeline service to qualifying low income customers. On June 7, 2018, Virgin Mobile filed an Amended Petition to clarify that it requests Commission authorization to receive Utah USF support for Lifeline service within the State of Utah for customers with Android smartphones.
3. Utah Rural Telecom Association petitioned for intervention on June 29, 2018. Intervention was granted on July 20, 2018.

4. Utah Rural Telecom Association is not a party to this Stipulation but has represented that it does not oppose the Stipulation.

5. Virgin Mobile attests that it pays all state and local regulatory fees required by applicable laws of the State of Utah and that it is in compliance with all applicable legal requirements governing such fees. These include payments to the Utah Universal Service Support Fund and the Utah Prepaid Wireless 911 Service Charge.

6. The Parties to this Stipulation have now reached agreement on the issues raised in this docket, as set forth herein. The Parties agree this Stipulation should have no legal effect outside of this docket.

### **AGREEMENT**

WHEREFORE, based on their review of all discovery, testimony, and exhibits submitted and upon their settlement discussions, the Parties hereby stipulate and agree as follows:

1. Virgin Mobile seeks an amendment to its ETC designation authorizing Virgin Mobile to obtain Utah USF funds so that it may provide an enhanced Lifeline service to qualifying low-income Utah customers.

2. Virgin Mobile is a facilities-based wireless telecommunications provider eligible for distributions from the Utah USF for its Lifeline program.

3. Virgin Mobile's Lifeline product offering will offer an enhanced service to Utah customers that exceeds the Federal Communications Commission's Lifeline requirements, which represents a benefit for those customers and is in the public interest.

4. Virgin Mobile's Lifeline program furthers the statutory goal that basic service be available and affordable to all citizens of the state of Utah.

5. Virgin Mobile, as a condition of receipt of Utah USF support, will offer enhanced Lifeline service to qualifying low-income Utah residents under its Assurance Wireless® brand.

6. Virgin Mobile's enhanced Lifeline program offering in Utah will offer customers with Android smartphones a bundled mobile broadband data and voice plan that includes 750 voice minutes and 2 GB of mobile broadband data service ("enhanced service offering"). The voice portion of the bundled plan

will include unlimited text messages, voicemail, caller ID, and national long distance calling without toll charges.

7. All new customers will receive a free Android smartphone, making them immediately eligible for the enhanced service offering. All existing customers with Android smartphones will automatically receive the enhanced service offering. Customers with feature phones will remain on the standard voice-only plan unless or until they replace or upgrade their devices. Virgin Mobile will only seek the Utah USF subsidy for customers with Android smartphones, and will not seek the Utah USF subsidy for customers with feature phones.

8. The FCC's minimum monthly service standard for mobile broadband Lifeline service will increase to 2 GB on December 1, 2018. In anticipation of this change and in order to minimize customer confusion and disruption, Virgin Mobile's enhanced service offering will include 2 GB of data per month from inception.

9. The FCC's minimum monthly service standard will also increase in an amount to be calculated in accordance with the FCC's rules on and after December 1, 2019. Virgin Mobile will increase the amount of mobile broadband data offered to its Lifeline customers consistent with the FCC's rules.

10. The Parties stipulate and agree that Virgin Mobile will provide its ETC Lifeline universal service offerings in Utah pursuant to this Stipulation (including attachments). Virgin Mobile's provision of its universal service offering as an ETC shall be governed by the following additional requirements:

- A. Virgin Mobile will maintain a Utah-specific fact sheet that provides customers concise and complete information about the services they will receive. Such fact sheet is attached hereto as Attachment 1. Virgin Mobile will provide the fact sheet to prospective new customers and to each new customer at the time of enrollment, and will make the fact sheet publicly available for download by posting it on the Assurance Wireless website. Virgin Mobile will also provide the Uniform Resource Locator ("URL") for the fact sheet on the Assurance Wireless website in response to inquiries from existing customers.

Virgin Mobile agrees to promptly update the fact sheet any time it changes its Utah Lifeline program.

- B. Virgin Mobile will receive \$3.50 per qualifying line per month, less any applicable deduction for the Utah USF surcharge, pursuant to Utah Admin. Code R746-8-403 and Utah Code Ann. § 54-8b-15.
- C. Virgin Mobile will comply with all applicable state service quality and consumer protection requirements.
- D. Approval of Virgin Mobile's Petition and ongoing receipt of Utah USF funds is conditioned upon the verified payment of all applicable state and local regulatory fees, including, but not limited to, universal service fees (subject to Utah Admin. Code R746-8-403), emergency services, and relay services.
- E. Virgin Mobile agrees to adopt any changes to the Lifeline certification and verification process required by the Federal Communications Commission or by the PSC.
- F. Upon implementing any changes to its Lifeline offerings, Virgin Mobile will timely file a notice with the Commission, DPU and OCS describing the changed plans.
- G. Virgin Mobile is not seeking to modify its ETC service territory. If Virgin Mobile intends to modify the area in which it offers Lifeline services in Utah, Virgin Mobile will timely file a notice with the Commission, DPU and OCS identifying and requesting approval for modification in service area.

#### **GENERAL PROVISIONS**

1. The Parties stipulate to the admission into evidence in this docket of Virgin Mobile's Petition, Amended Petition and pre-filed Testimony and Exhibits. This Stipulation to the admission of the Testimony does not represent an agreement by the Parties as to any positions taken in such Testimony.

2. Not all Parties agree that each aspect of this Stipulation is warranted or supportable in isolation. Utah Code Ann. § 54-7-1 (2018) authorizes the Commission to approve a settlement so long as the settlement is just and reasonable in result. While the Parties may not be able to agree that each

specific component of this Stipulation is just and reasonable in isolation, all of the Parties agree that this Stipulation as a whole is just and reasonable in result and in the public interest.

3. All negotiations related to this Stipulation are confidential, and no Party shall be bound by any position asserted in negotiations. Except as expressly provided in this Stipulation, neither the execution of this Stipulation nor the order adopting it shall be deemed to constitute an admission or acknowledgment by any Party of the validity or invalidity of any principle; nor shall they be construed to constitute the basis of an estoppel or waiver by any Party; nor shall they be introduced or used as evidence for any other purpose in a future proceeding by any Party except in a proceeding to enforce this Stipulation.

4. The Parties agree that no part of this Stipulation or the formulae and methods used in developing the same or a Commission order approving the same shall in any manner be argued or considered as precedential in any future case except with regard to issues expressly called out and resolved by this Stipulation. This Stipulation does not resolve and does not provide any inferences regarding, and the Parties are free to take any position with respect to, any issues not specifically called out and settled herein.

5. The Parties request that the Commission hold a hearing on this Stipulation. The Parties will support the Commission's approval of this Stipulation. As applied to the DPU and the OCS, the explanation and support shall be consistent with their statutory authority and responsibility.

6. The Parties agree that if any person challenges the approval of this Stipulation or requests rehearing or reconsideration of any order of the Commission approving this Stipulation, each Party will use its best reasonable efforts to support the terms and conditions of this Stipulation. As applied to the DPU and the OCS, the phrase "use its best reasonable efforts" means that they shall do so in a manner consistent with their statutory authority and responsibility. In the event any person seeks judicial review of a Commission order approving this Stipulation, no Party shall take a position in that judicial review proceeding in opposition to the Stipulation.

7. Except with regard to the obligations of the Parties under the four (4) immediately preceding paragraphs of this Stipulation, this Stipulation shall not be final and binding on the Parties until it has been approved without material change or condition by the Commission.

8. This Stipulation is an integrated whole, and any Party may withdraw from it if it is not approved without material change or condition by the Commission or if the Commission's approval is rejected or materially conditioned by a reviewing court. If the Commission rejects any part of this Stipulation or imposes any material change or condition on approval of this Stipulation or if the Commission's approval of this Stipulation is rejected or materially conditioned by a reviewing court, the Parties agree to meet and discuss the applicable Commission or court order within five (5) business days of its issuance and to attempt in good faith to determine if they are willing to modify the Stipulation consistent with the order. No Party shall withdraw from the Stipulation prior to complying with the foregoing sentence. If any Party withdraws from the Stipulation, any Party retains the right to seek additional procedures before the Commission, including presentation of testimony and cross-examination of witnesses, with respect to issues resolved by the Stipulation, and no party shall be bound or prejudiced by the terms and conditions of the Stipulation.

9. This Stipulation may be executed by individual Parties through two (2) or more separate, conformed copies, the aggregate of which will be considered as an integrated instrument.

WHEREFORE, the Parties respectfully submit this Stipulation and Settlement Agreement for approval by the Commission and request that the Commission grant such approval.

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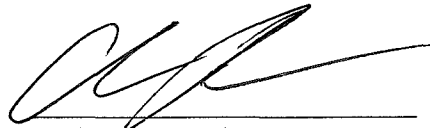
Dated this 2nd day of October, 2018.

VIRGIN MOBILE USA, L.P.

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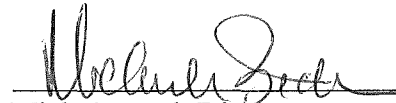
FOR THE UTAH DIVISION OF PUBLIC UTILITIES:



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FOR THE UTAH OFFICE OF CONSUMER SERVICES



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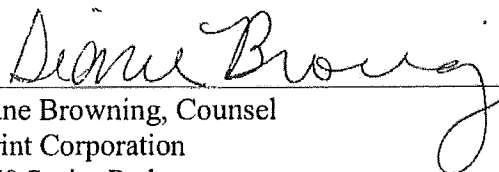
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ATTACHMENT 1  
UTAH-SPECIFIC FACT SHEET



Dated this 2nd day of October, 2018.

VIRGIN MOBILE USA, L.P.

A handwritten signature in cursive script, reading "Diane Browning", is written over a horizontal line.

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Stipulation and Settlement Agreement filed by the Utah Division of Public Utilities was emailed on the 3<sup>rd</sup> day of October, 2018 to the following in Utah Docket 18-2521-02:

By Electronic-Mail:

Diane Browning  
Sharon M. Bertelsen  
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