

Docket Number: TC23-006
Subject Matter: Second Data Request
Request to: Dish Wireless L.L.C. dba Gen Mobile (Gen Mobile or Company)
Request from: South Dakota Public Utilities Commission Staff
Date of Request: June 20, 2024
Responses Due: August 2, 2024 (extension granted)

2-1. Provide a contact for the SD PUC to coordinate consumer affairs questions.

Response:

Hugo Sanchez, Training and Operations Manager, GenMobileCare@dish.com

2-2. Refer to the Petition page 10. Gen Mobile commits to comply with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service. Provide a copy of the CTIA Consumer Code.

Response:

Please see attached as Exhibit 1.

2-3. Provide a detailed map indicating the CenturyLink areas Gen Mobile intends to serve, consistent with Gen Mobile's stipulation with SDTA. Since Gen Mobile's requested service area is by zip code, explain how the Company will ensure customers are located in CenturyLink areas only if they are located in zip codes that cover both rural and non-rural areas.

Response:

Attached as Exhibit 2 is a map of the non-SDTA companies/CenturyLink areas, in addition to the Company's coverage map. Since Gen Mobile's requested service area is defined by zip codes, the Company can reasonably ensure that customers are located in CenturyLink areas or non-SDTA areas consistent with the stipulation agreed to by Gen Mobile and the SDTA, even if those zip codes cover both rural and non-rural areas. Gen Mobile will use a combination of the following measures to reasonably ensure it is consistent with the Stipulation:

- Detailed Coverage Mapping:** Gen Mobile is providing a detailed coverage map to identify the specific geographic areas within each zip code that are covered by CenturyLink area and the Company's.
- Address-Level Verification:** During the customer onboarding process, Gen Mobile will collect the exact address of each customer. Gen Mobile will implement an address-level verification to check that the customer's location falls within CenturyLink's service area, even if the zip code itself spans areas not covered by CenturyLink.
- Collaboration:** Gen Mobile will collaborate with the SDTA to comply with the Stipulation, especially in the event Gen Mobile inadvertently enrolls a customer in SDTA's territory. Gen Mobile will focus on known non-rural areas and will pay close attention to those areas near or in SDTA areas.

By implementing these measures, Gen Mobile can reasonably ensure that it provides service only to customers who are located within CenturyLink's coverage areas or non-SDTA areas, even in zip codes that include both rural and non-rural regions.

- 2-4. Identify any zip codes the Company intends to serve that will have limited network coverage that may result in Gen Mobile being unable to provide service throughout the zip code.

Response:

Please see attached Exhibit 2, the Company's proposed coverage map with specific zip code boundaries overlaid. Actual Lifeline service will be subject to the Stipulation and coverage and device compatibility limitations.

- 2-5. Please confirm whether Gen Mobile intends to serve the entirety of each zip code, or for those identified in response to question 2-4 with limited coverage, does Gen Mobile seek ETC designation only for those areas within each zip code where it has adequate coverage? If Gen Mobile seeks to limit its ETC designation to exclude areas where it has inadequate coverage, please explain how the service area will be defined both in writing and on the map provided in response to question 2-3.

Response:

Yes, Gen Mobile seeks ETC designation for the entirety of each zip code subject to the Stipulation and limitations outside the control of Gen Mobile and/or its underlying carriers such as device compatibility, weather, network congestions, etc.

- 2-6. Refer to the Company's response to Staff Data Request 1-1. Please provide additional details regarding the facilities Gen Mobile currently has in the greater areas of Sioux Falls and Rapid City. What are Gen Mobile's plans for expanding its own network in South Dakota?

Response:

[REDACTED]

(See Attached)

EXHIBIT 1: CTIA CONSUMER CODE



Consumer Code *for* Wireless Service

To provide consumers with information to help them make informed choices when selecting wireless service, CTIA and the wireless carriers that are signatories 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 points of sale they own or operate and on their websites at least the following information: (a) the amount of any fee charged to begin a service plan; (b) the monthly access fees or base charges; (c) the amount of any voice, messaging, or data allowances included in the plan; (d) the charges for domestic usage in excess of any included allowances or outside of the coverage area; (e) if prepaid service plans are offered, the period of time during which any balance is available for use; (f) 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; (g) whether any government taxes, fees, or charges apply and their respective amounts or ranges; (h) the amount or range of any additional fees or charges that are collected and retained by the carrier; (i) the amount and conditions of any late payment fee; and (j) whether a fixed-term contract is required and its duration.

TWO

MAKE AVAILABLE MAPS SHOWING WHERE SERVICE IS GENERALLY AVAILABLE

Wireless carriers will make available at points of sale they own or operate and, on their websites, 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, 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 changes existing service, the carrier will provide to or confirm with the customer any new material terms and conditions of the service.

FOUR

PROVIDE A TRIAL PERIOD FOR NEW SERVICE AND DISCLOSE EARLY TERMINATION FEES

When a customer initiates postpaid service with a wireless carrier, the carrier will at points of sale it owns or operates and on its website inform the customer that they have a trial period of not less than 14 days during which the customer may cancel service without an early termination fee and disclose the amounts and conditions of any early termination fee that may apply subsequently. The carrier will not impose an early termination fee if the customer cancels service within the trial period, provided that the customer complies with applicable return and/or exchange policies. Other charges, including usage charges, may still apply.

FIVE

PROVIDE SPECIFIC DISCLOSURES IN ADVERTISING

In advertising prices for wireless service plans or devices, wireless carriers will clearly and conspicuously disclose material charges and conditions related to the advertised prices and

services as follows, and if applicable do so through the use of links: (a) whether any fee is charged to begin services; (b) monthly access fees or base charges; (c) the amount and limits on 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 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 (e.g., a coverage map) for this claim; and (m) 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 services, features, and charges collected and retained by the carrier from (b) taxes, fees, and charges collected by the carrier and remitted to federal, state, or local governments. Carriers will not label cost recovery fees or charges collected and retained by the carrier 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 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 customer service contact information, including a toll-free

telephone number to access a carrier's customer service representatives during normal business hours, both online and on billing statements. Each wireless carrier will also provide customers information about how they can contact the carrier in writing, by toll-free telephone number, via the Internet, or through other means of communication with any inquiries or complaints, and this information will be included, at a minimum, on all billing statements, in written responses to customer inquiries, on carriers' websites, and 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.

ELEVEN

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

Each wireless carrier 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 carriers 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. Wireless carriers will clearly

and conspicuously disclose tools or services that enable consumers to track, monitor and/or set limits on voice, messaging and data usage. Carriers agree to provide, at no charge, the notifications noted above.

TWELVE

MOBILE WIRELESS DEVICE UNLOCKING

Each wireless carrier will abide by the following standards regarding the ability of customers, former customers, and individual owners of eligible devices to unlock phones and tablets (“mobile wireless devices”) that are locked by or at the direction of the carrier. It should be noted that carriers typically use different frequencies and air interface technologies to provide wireless network access. Accordingly, a device that works on one carrier’s network may not be technologically compatible with another carrier’s network. “Unlocking” a device refers only to disabling software that would prevent a consumer from attempting to activate a device designed for one carrier’s network on another carrier’s network, even if that network is technologically compatible. In other words, “unlocking” a device will not necessarily make a device interoperable with other networks; a device designed for one network is not made technologically compatible with another network merely by “unlocking” it. Additionally, unlocking a device may enable some functionality of the device but not all (e.g., an unlocked device may support voice services but not data services when activated on a different network).

Each wireless carrier agrees to abide by the following six principles:

- (1) Disclosure. Carriers will post on their websites their clear, concise, and readily accessible policies on postpaid and prepaid mobile wireless device unlocking;
- (2) Postpaid Unlocking Policy. Carriers upon request will unlock mobile wireless devices or provide the necessary information to unlock devices for their customers and former customers in good standing and individual owners of eligible devices after the fulfillment of the applicable postpaid service contract, device financing plan, or payment of an applicable early termination fee.
- (3) Prepaid Unlocking Policy. Carriers upon request will unlock prepaid mobile wireless devices no later than one year after initial activation, consistent with reasonable time, payment or usage requirements.
- (4) Notice. Carriers that lock devices will clearly notify customers that their devices are eligible for unlocking at the time when their devices are eligible for unlocking or automatically unlock devices remotely when devices are eligible for unlocking, without additional fee. Carriers reserve the right to charge non-customers/non-former-customers

with a reasonable fee for unlocking requests. Notice to prepaid customers may occur at point of sale, at the time of eligibility, or through a clear and concise statement of policy on the carrier's website.

(5) Response Time. Within two business days after receiving a request, carriers will unlock eligible mobile wireless devices, or initiate a request to the OEM to unlock the eligible device, or provide an explanation of why the device does not qualify for unlocking, or why the carrier reasonably needs additional time to process the request.

(6) Deployed Personnel Unlocking Policy. Carriers will unlock mobile wireless devices for deployed military personnel who are customers in good standing upon provision of deployment papers.

Carriers reserve the right to decline an unlock request if they have a reasonable basis to believe the request is fraudulent or the device is stolen.

Carriers agree to implement all six of the principles above.

EXHIBIT 2: Coverage Maps of the SDTA and DISH Wireless L.L.C.

(See attached)

