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**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

**UM \_\_\_\_\_**

In the Matter of T-Mobile West  
Corporation's Petition for Designation as an  
Eligible Telecommunications Carrier

Application for Designation as an Eligible  
Telecommunications Carrier and Request  
for Supplemental Certification on Use of  
Funds

**I. INTRODUCTION**

T-Mobile West Corporation ("T-Mobile" or "Company") hereby submits this Application for Designation as an Eligible Telecommunications Carrier ("ETC"), pursuant to 47 U.S.C. § 214(e), Section 54.201 of the Federal Communications Commission ("FCC") rules, and consistent with the Public Utility Commission of Oregon's ("Commission") application requirements set forth in Order No. 06-292,<sup>1</sup> and its Request for Supplemental Certification on Use of Funds, pursuant to 47 C.F.R. §§ 54.313 and 54.314, for purpose of receiving federal universal service support. As explained herein, the public interest would be served by granting this Petition, thereby enabling T-Mobile to advance universal service by serving the basic and advanced communications needs of rural and low-income consumers.

T-Mobile is a facilities-based wireless telecommunications carrier in Oregon serving the basic telephone and advanced broadband needs of consumers. As a national provider of wireless voice, messaging, and data services, T-Mobile is capable of reaching over 200 million Americans. In Oregon, T-Mobile has deployed hundreds of cell sites. T-Mobile has also pursued and obtained interconnection agreements with 25 incumbent local exchange

<sup>1</sup> *Re Staff Investigation to Establish Requirements for Initial Designation and Recertification of Telecommunications Carriers Eligible to Receive Federal Universal Service Support*, Docket UM 1217, Order No. 06-292 (June 13, 2006) [hereinafter "Order No. 06-292"]. The ETC requirements set forth in Order No. 06-292 are found in Appendix A to the order. The requirements are noted in this brief as "Requirement X."

1 carriers throughout Oregon. The Company uses radio licenses issued by the FCC to  
2 provide Commercial Mobile Radio Service ("CMRS") in its requested designated service  
3 area. Upon designation as an ETC, T-Mobile will provide the supported services throughout  
4 the requested designated service areas and offer Lifeline service to qualified low-income  
5 consumers, thereby advancing universal service in Oregon. T-Mobile therefore requests  
6 that it be designated as eligible to receive available support from the federal Universal  
7 Service Fund ("USF") including, but not limited to, support for high-cost areas and low-  
8 income customers.

9 T-Mobile's principal place of business is 12920 SE 38<sup>th</sup> St., Bellevue, Washington,  
10 98006. Communications regarding this application should be addressed to:

11 Teri Y. Ohta  
12 Senior Corporate Counsel,  
13 State Regulatory Affairs  
14 T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006

Lisa F. Rackner  
McDowell Rackner & Gibson PC  
419 SW 11<sup>th</sup> Ave.  
Suite 400  
Portland, OR 97205

## 15 II. REQUIREMENTS FOR DESIGNATION AS AN ETC

16 T-Mobile meets the requirements for designation as an ETC as established under  
17 federal law<sup>2</sup> and FCC rules,<sup>3</sup> and Order No. 06-292. In particular:

- 18 1. T-Mobile is a common carrier;<sup>4</sup>
- 19 2. T-Mobile will offer the services supported by federal universal service support  
20 mechanisms as defined in 47 C.F.R. § 54.101(a);<sup>5</sup>
- 21 3. T-Mobile will use its own facilities to provide the supported services;<sup>6</sup>
- 22 4. T-Mobile will provide the supported services throughout its designated  
service area;<sup>7</sup>

23 <sup>2</sup> 47 U.S.C. § 214(e)(1).

24 <sup>3</sup> 47 C.F.R. § 54.201(d).

25 <sup>4</sup> See 47 U.S.C. § 214(e)(1); 47 C.F.R. § 54.201(d).

<sup>5</sup> See 47 U.S.C. § 214(e)(1)(A); 47 C.F.R. § 54.201(d)(1).

26 <sup>6</sup> See 47 U.S.C. § 214(e)(1)(A); 47 C.F.R. § 54.201(d)(1).

- 1 5. T-Mobile will use support funds only for the intended purposes;<sup>8</sup>  
2 6. T-Mobile will advertise the availability of its universal service offerings and  
3 charges for such offerings using media of general distribution;<sup>9</sup>  
4 7. T-Mobile will make available Lifeline service to qualifying low-income  
5 consumers;<sup>10</sup>  
6 8. T-Mobile has the ability to remain functional in emergencies;<sup>11</sup>  
7 9. T-Mobile commits to meet service quality and consumer protection  
8 standards;<sup>12</sup> and  
9 10. the designation of T-Mobile as an ETC would be in the public interest.<sup>13</sup>

9 T-Mobile's compliance with each of these requirements is discussed below.

10 **1. T-Mobile is a Common Carrier.**

11 T-Mobile provides CMRS in its requested designated service area.<sup>14</sup> As a CMRS  
12 provider, T-Mobile is regulated as a common carrier under 47 U.S.C. § 214(e)(1) and  
13 214(e)(6), subject to all applicable regulations and therefore meets the ETC requirement of  
14 being a common carrier.<sup>15</sup>

15 Section 214(e)(2) of the Act provides that state commissions have the primary  
16 responsibility for designating ETCs. Under §§ 214(e) and 254 of the Act, the Commission is  
17 authorized to designate T-Mobile as an ETC. The Commission will designate as an ETC a

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20 <sup>7</sup> See 47 U.S.C. § 214(e)(1); 47 C.F.R. § 54.201(d).

21 <sup>8</sup> See 47 C.F.R. § 54.202(a)(1)(i).

22 <sup>9</sup> See 47 U.S.C. § 214(e)(1)(B); 47 C.F.R. § 54.201(d)(2).

23 <sup>10</sup> See 47 C.F.R. § 54.405.

24 <sup>11</sup> See 47 C.F.R. § 54.202(a)(2).

25 <sup>12</sup> See 47 C.F.R. § 54.202(a)(3).

26 <sup>13</sup> See 47 C.F.R. § 54.202(a)(5).

<sup>14</sup> Requirement 1.2. As discussed in this Application, T-Mobile will provide CMRS throughout its requested designated service area once it receives its ETC designation.

<sup>15</sup> Requirement 1.1.

1 common carrier that (1) offers the services supported by federal universal service support  
2 mechanisms; and (2) advertises the availability of these services.<sup>16</sup>

3 **2. T-Mobile Offers the Services Supported by Federal Universal Service Support**  
4 **Mechanisms.**

5 T-Mobile provides each of eight services supported by federal universal service  
6 support mechanisms and will provide a toll-limitation service for qualifying low-income  
7 consumers upon designation as an ETC, as required by Order No. 06-292. T-Mobile  
8 commits to offer the required supported services set forth below throughout its Requested  
9 Service Area based upon reasonable request:<sup>17</sup>

10 1. Voice Grade Access to the Public Switched Telephone Network – the ability to  
11 transmit and receive voice communications with a minimum bandwidth of 300 to  
12 3,500 Hertz.<sup>18</sup> T-Mobile meets this requirement through its provision of mobile  
13 voice communications service and interconnection to the public switched  
14 telephone network.

15 2. Local Usage – an amount of minutes of use provided free of charge.<sup>19</sup> T-Mobile  
16 meets this requirement by providing an amount of local usage free of charge in  
17 each universal service rate plan.

18 The Commission requires that an applicant demonstrate that it offers a local  
19 usage plan that is comparable to the basic local service offerings of the ILEC in  
20 the proposed designated service area.<sup>20</sup> T-Mobile provides its customers with  
21 calling plans that are comparable in value to those offered by the ILEC. T-  
22 Mobile's calling plans offer a number of benefits to customers, including the  
23 mobile nature of wireless service. In addition, T-Mobile's "local" calling area is  
24 broader than the ILEC. This is because customers that choose certain calling  
25 plans do not pay additional roaming or long distance charges in the United  
26 States—effectively making these customers' calls to anywhere else in the United  
27 States "local" calls. T-Mobile's calling plans also include a number of features for  
28 no additional charge, such as voicemail, caller ID, call waiting, and conference  
29 calling. In addition, many of T-Mobile's calling plans include unlimited or  
30 generous nights and weekend minutes, and unlimited mobile-to-mobile calling on

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32 <sup>16</sup> Order No. 06-292 at 2 (citing 47 U.S.C. § 214(e)(1)).

33 <sup>17</sup> Order No. 06-292, Appendix A at 1, Requirement 2.1. T-Mobile offers all required supported  
34 services, so Requirement 2.2 is not applicable.

35 <sup>18</sup> 47 C.F.R. § 54.101(a)(1).

36 <sup>19</sup> 47 C.F.R. § 54.101(a)(2).

37 <sup>20</sup> 47 C.F.R. § 54.202(4); Requirement 2.4.

1 the T-Mobile network. T-Mobile's calling plans are therefore comparable to the  
2 basic local service offerings of the ILEC in the Requested Service Area.

3 3. Dual Tone Multi-Frequency ("DTMF") Signaling or Its Functional Equivalent – a  
4 method of signaling that facilitates the transportation of call set-up and call detail  
5 information.<sup>21</sup> T-Mobile meets this requirement by providing out-of-band digital  
6 signaling and in-band multi-frequency signaling for call set-up and termination.

7 4. Single Party Service or Its Functional Equivalent – a dedicated message path for  
8 the length of a user's particular transmission.<sup>22</sup> T-Mobile meets this requirement  
9 by providing a dedicated, non-shared, frequency path for each voice call.

10 5. Access to Emergency Services – access to emergency services includes both  
11 access to 911 and E911 services to the extent the local government has  
12 implemented such services.<sup>23</sup> T-Mobile meets this requirement by providing 911  
13 service and meeting all requests for E911 service from local public service  
14 answering points ("PSAPs").

15 6. Access to Operator Services – access to any automatic or live assistance to a  
16 consumer to arrange for billing or completion, or both, of a telephone call.<sup>24</sup> T-  
17 Mobile meets this requirement by providing operator services to its customers  
18 directly or through third party arrangements.

19 7. Access to Interexchange Service – ability to make and receive calls using an  
20 interexchange carrier's network.<sup>25</sup> T-Mobile meets this requirement by providing  
21 its customers with the ability to make and receive calls over interexchange  
22 network facilities. The FCC has determined that wireless carriers are not  
23 required to provide equal access to interexchange service, but may be required  
24 to provide equal access in certain special situations.<sup>26</sup>

25 8. Access to Directory Assistance – making available to customers, among other  
26 services, information contained in directory listings. T-Mobile meets this  
requirement by providing all of its customers with access to directory listings by  
dialing "411" or "555-1212."

9. Toll Limitation for Qualifying Low-Income Consumers – toll limitation means both  
toll blocking and toll control, or, if a carrier is not capable of providing both toll  
blocking and toll control, then toll limitation is defined as either toll blocking or toll

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22 <sup>21</sup> 47 C.F.R. § 54.101(a)(3).

23 <sup>22</sup> 47 C.F.R. § 54.101(a)(4).

24 <sup>23</sup> 47 C.F.R. § 54.101(a)(5).

25 <sup>24</sup> 47 C.F.R. § 54.101(a)(6).

26 <sup>25</sup> 47 C.F.R. § 54.101(a)(7).

<sup>26</sup> See In the Matter of Federal-State Joint Board on Universal Service, CC Docket No. 96-45, *Report and Order*, ¶ 71, FCC 97-157 (released May 8, 1997) ("*Universal Service Order*").

1 control.<sup>27</sup> Upon implementing its Lifeline service offering, T-Mobile will offer toll  
limitation to qualifying low-income consumers at no additional charge.

2 T-Mobile believes it offers a tremendous value to customers through its standard rate  
3 plan offerings. A description of standard rate plans that T-Mobile currently offers is provided  
4 in Exhibit 1. To ensure, among other things, that it is offering the best value to its existing  
5 and prospective customers, T-Mobile periodically reevaluates its standard rate plans and  
6 from time-to-time also makes available promotional plans. Promotional rate plans may be  
7 subject to additional terms and conditions, available for a limited time, and may or may not  
8 be advertised in advance. Rate plans that include the supported services will qualify for  
9 federal universal service support.<sup>28</sup>

10 T-Mobile also acknowledges that it may be required to provide equal access if it is  
11 the only remaining ETC in an area.<sup>29</sup>

12 **3. T-Mobile Will Use its Own Facilities to Offer Supported Services.**

13 T-Mobile is a facilities-based wireless telecommunications carrier with its own  
14 switching, transport, cell sites, and associated telecommunications facilities in its Requested  
15 Service Area.<sup>30</sup> While an ETC can meet its universal service obligations by combining its  
16 own facilities with the resale of another carrier's services, T-Mobile intends to use its own  
17 facilities to meet its universal service obligations. As an ETC, T-Mobile will use universal  
18 service support to support and enhance its network facilities in its proposed designated  
19 service area. Confidential Exhibit 2<sup>31</sup> contains a map showing the extent of T-Mobile's  
20 current network coverage in Oregon and signal strengths.<sup>32</sup>

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22 <sup>27</sup> 47 C.F.R. § 54.101(a)(9); 47 C.F.R. § 54.400(d).

23 <sup>28</sup> Requirement 2.3.

24 <sup>29</sup> 47 C.F.R. § 54.202(a)(5); Requirement 2.5.

25 <sup>30</sup> Requirement 4.1.

26 <sup>31</sup> Please see T-Mobile's concurrently filed Motion for Standard Protective Order. T-Mobile will file  
confidential exhibits once a protective order has been issued in this proceeding.

<sup>32</sup> Requirement 4.2.

1 T-Mobile is a party to the current interconnection agreements that are relevant to this  
2 application listed in Exhibit 3.<sup>33</sup>

3 **4. T-Mobile Has the Ability to and Commits to Provide Supported Services**  
4 **Throughout the Designated Service Area.**

5 ETC designations will be made for a "service area" as established by the state  
6 commission.<sup>34</sup> T-Mobile proposes to serve the entire areas of the wire centers of the non-  
7 rural incumbent local exchange carriers ("ILECs") and study areas of the rural ILECs  
8 identified in Exhibit 4 ("Requested Service Area").<sup>35</sup> Attached as Exhibit 5 is a map showing  
9 T-Mobile's Requested Service Area and FCC licensed service areas in Oregon.<sup>36</sup>

10 T-Mobile's service areas will mirror that of the ILECs serving the Requested Service  
11 Area. The Company will continue to use radio licenses issued by the FCC to an affiliate to  
12 provide CMRS in its requested designated service area.

13 T-Mobile commits to provide the supported services throughout its designated  
14 service area, consistent with all applicable requirements, including the FCC's ETC service  
15 provisioning requirements found in 47 C.F.R. § 54.202. To the extent T-Mobile's network  
16 already passes or covers a potential customer's premises, T-Mobile will provide service on a  
17 timely basis, and, in those instances where a request comes from a potential customer  
18 within T-Mobile's licensed service area but outside its existing network coverage, T-Mobile  
19 will provide service within a reasonable period of time by: (1) modifying or replacing the  
20 requesting customer's equipment; (2) deploying a roof-mounted antenna or other

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22 <sup>33</sup> Requirement 4.3.

23 <sup>34</sup> Section 214(e)(2) of the Act. The "service area" is a geographic area established by the state  
commission. Section 214(e)(5).

24 <sup>35</sup> See Requirement 3.1.2 of Order No. 06-292 at Appendix A at 1. In areas served by a rural ILEC,  
the ETC's "service area" will be defined as the ILEC study area. 47 C.F.R. § 54.207(b). In areas  
25 served by a non-rural ILEC, the state commission may redefine the study area. 47 U.S.C. §  
214(e)(5).

26 <sup>36</sup> See Requirements 3.1.1 and 3.1.2 of Order No. 06-292 at Appendix A at 1.

1 equipment; (3) adjusting the nearest cell tower; (4) adjusting network or customer facilities;  
2 (5) reselling services from another carrier's facilities to provide service; or (6) employing,  
3 leasing, or constructing an additional cell site, cell extender, repeater, or other similar  
4 equipment.<sup>37</sup> If T-Mobile determines that it cannot reasonably serve a consumer, then it will  
5 report the unfulfilled request within 30 days after making such determination.

6 **5. T-Mobile Will Use Support Funds Only for the Intended Purposes.**

7 T-Mobile certifies that it will use federal high-cost universal service support only for  
8 the provision, maintenance, and upgrading of facilities and services for which the support is  
9 intended, in accordance with 47 U.S.C. § 254(e), as demonstrated in Exhibit 6.<sup>38</sup> Also,  
10 attached as Exhibit 7, is a copy of the certification required by the FCC to receive Interstate  
11 Access Support and Interstate Common Line Support.<sup>39</sup>

12 The Commission requires that Carriers seeking ETC designation provide a detailed  
13 two-year network improvement plan that demonstrates how the applicant will use support  
14 funds, with the exception of low-income support.<sup>40</sup> The Commission also requires applicants  
15 to submit an overview plan for years three to five, consisting of descriptions of how the  
16 applicant plans to expand or improve services three to five years into the future, using its  
17 own money and future support funds.<sup>41</sup> T-Mobile's five-year plan providing the required  
18 information is provided as Confidential Exhibit 8.

19 **6. T-Mobile Will Advertise the Availability of its Universal Service Offerings and**  
20 **Charges for Such Offerings Using Media of General Distribution.**

21 T-Mobile commits to advertise the availability of, and charges for, the supported  
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23 <sup>37</sup> 47 C.F.R. § 54.202(a)(1)(i); Requirement 3.2.

24 <sup>38</sup> Requirement 5.1.

25 <sup>39</sup> Requirement 5.2.

26 <sup>40</sup> Requirement 5.3.1.

<sup>41</sup> Requirement 5.3.2.



1 services using media of general distribution.<sup>42</sup> T-Mobile currently offers and advertises its  
2 wireless telecommunications services, including those offerings that include all of the  
3 supported services, using radio, television, billboards, print, internet, and targeted mailings.<sup>43</sup>  
4 In addition, T-Mobile maintains various retail stores and authorized agent locations  
5 throughout its proposed ETC designated service area. T-Mobile will use one or more of  
6 these media outlets to advertise its universal service offerings in a manner consistent with  
7 applicable requirements.

8 **7. T-Mobile Will Make Available Lifeline Service to Qualifying Low-Income**  
9 **Consumers.**

10 T-Mobile commits to offer and advertise required low-income services.<sup>44</sup> As  
11 discussed in more detail below, T-Mobile plans to offer low-income services not only in  
12 areas in which it is designated as an ETC for federal high cost funding purposes, but  
13 throughout its entire service area. Consumers increasingly rely on their mobile phones for  
14 all of their communications needs and qualifying low-income consumers are no exception.  
15 Low-income consumers would be the primary beneficiaries of T-Mobile's Lifeline service  
16 offering.

17 Upon designation as an ETC, T-Mobile will make available to qualified low-income  
18 consumers a discounted service offering that meets all applicable Lifeline requirements.<sup>45</sup>  
19 As implemented in other areas where the Company has been designated as an ETC,<sup>46</sup> T-  
20 Mobile's planned Lifeline service offering, which is subject to change, will include:

- 21 • a low \$6.49 per month Lifeline rate;

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23 <sup>42</sup> Requirement 6.1.

24 <sup>43</sup> Requirement 6.2.

25 <sup>44</sup> Requirement 7.1.

26 <sup>45</sup> Requirement 7.2.

<sup>46</sup> To date, T-Mobile or its affiliates have been granted ETC status in Puerto Rico, North Carolina, Florida, Kentucky, and Washington.

- 1 • 145 Whenever Minutes<sup>®</sup>,<sup>47</sup> 500 night minutes, 500 weekend minutes per  
2 month, and an overage rate of \$.05 per minute; and
- 3 • an affordable handset.

4 T-Mobile will distribute literature describing its Lifeline and Link-Up services to  
5 locations where those likely to be eligible for the program(s) would encounter the brochures,  
6 such as hospitals, clinics, hospices, senior centers, welfare offices, and/or other locations.<sup>48</sup>  
7 Exhibit 9 shows an example of T-Mobile's Lifeline advertisements used in Washington,  
8 where T-Mobile is certified as an ETC.

9 **8. T-Mobile has the Ability to Remain Functional in Emergencies.**

10 In order to be designated an ETC, the applicant must be able to demonstrate a  
11 reasonable ability to remain functional in an emergency situation.<sup>49</sup> Section 54.201(a)(2)  
12 sets forth three (3) areas of demonstration with respect to remaining functional in an  
13 emergency situation: back-up power to ensure a functioning network; network redundancy  
14 for re-routing; and how traffic spikes are addressed. The applicant also must describe the  
15 current status of its E911 deployment and compliance.<sup>50</sup>

16 **A. Back-up power**

17 T-Mobile has fixed and portable back-up power generators located at various  
18 network locations that it can deploy in emergency situations. The majority of sites not  
19 equipped with fixed generators have battery back-up systems installed to maintain service in  
20 the event of a widespread power outage.

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24 <sup>47</sup> Whenever minutes<sup>®</sup> are minutes that can be used at any time and anywhere on T-Mobile's  
25 nationwide network.

25 <sup>48</sup> Requirement 7.2, 7.3.

25 <sup>49</sup> Requirement 8.

26 <sup>50</sup> Requirement 8.2.

1                   **B.       Ability to Reroute Traffic Around Damaged Facilities**

2           T-Mobile has the ability to re-route traffic around damaged out-of-service facilities  
3 through the deployment of cell-on-wheels ("COWS"), redundant facilities, and dynamic re-  
4 routing of traffic over alternate facilities.

5                   **C.       Ability to Manage Traffic Spikes During Emergency Periods**

6           T-Mobile has a network control center that monitors network traffic and anticipates  
7 traffic spikes and can (i) deploy network facilities to accommodate capacity needs; (ii)  
8 change call routing translations, and (iii) deploy COWS to temporarily meet traffic needs until  
9 more durable solutions, such as additional capacity and antenna towers, can be deployed.

10                  **D.       Status of E911**

11           T-Mobile has achieved full deployment of E911 in its service area and is in full  
12 compliance with E911 requirements.

13           In addition to the above emergency functionality measures, T-Mobile also maintains  
14 an extensive Business Continuity Program that consists of a number of professionals  
15 responsible for documenting and developing enterprise standards, processes, and policies  
16 for all business continuity planning and defines enterprise tools and methodologies. An  
17 overview of T-Mobile's Business Continuity Program is provided as Confidential Exhibit 10.

18 **9.       T-Mobile Commits to Meet Service Quality and Consumer Protection Standards.**

19           Pursuant to FCC regulations and Order No. 06-292, T-Mobile agrees to meet the  
20 Cellular Telecommunications and Internet Associations Consumer Code for Wireless  
21 Service ("CTIA Code").<sup>51</sup> T-Mobile is a signatory to the CTIA Code, which is the applicable  
22 service quality and consumer protection standard for wireless carriers. As a signatory to the  
23 CTIA Code, T-Mobile must demonstrate its compliance with CTIA on an annual basis in  
24 order to be authorized to display the CTIA seal of Wireless Quality/Consumer Information.

25 \_\_\_\_\_  
26 <sup>51</sup> 47 C.F.R. § 54.202(a)(3) and Requirement 9.1.

1 CTIA has consistently certified T-Mobile's compliance with the CTIA Code since 2003.<sup>52</sup>

2 Exhibit 11 is a copy of T-Mobile's annual certification granted June 2010.

3 On March 4, 2010, T-Mobile received the highest ranking in the J.D. Power and  
4 Associates 2010 Wireless Retail Sales Satisfaction Study – Volume 1. This was the eighth  
5 top ranking from J.D. Power and Associates in the Wireless Retail Satisfaction Study's past  
6 eleven volumes, dating back to 2004. T-Mobile ranked highest in its sales staff and price  
7 and promotion categories.

8 On July 29, 2010, J.D. Power and Associates announced that T-Mobile was the sole  
9 wireless carrier to earn the highest possible ranking in their 2010 Wireless Customer Care  
10 Performance Study – Volume 2. The study shows the following:

- 11 • T-Mobile is the sole highest ranked provider among all wireless providers in  
12 Overall Customer Care Performance, and significantly above the industry  
13 average.
- 14 • In direct interactions between customer service representatives, T-Mobile  
15 scores higher than any other wireless provider.
- 16 • On calls that began with the automated response system and transferred to a  
17 customer service representative, T-Mobile leads all wireless providers.

18 In addition, T-Mobile maintains policies for consumer privacy protections as detailed  
19 in Exhibit 12, also available at the company's website ([www.t-mobile.com](http://www.t-mobile.com)). As part of those  
20 policies, T-Mobile does not disclose or provide access to individual customer records to any  
21 individual or entity, other than the customer directly, unless such records are required to be

22 \_\_\_\_\_

23 <sup>52</sup> See CTIA Consumer Code for Wireless Service, *available at* [http://files.ctia.org/pdf/The\\_Code.pdf](http://files.ctia.org/pdf/The_Code.pdf).  
24 Signatories to the CTIA Code agree to: (1) disclose rates and terms of service to consumers; (2)  
25 make available maps showing where service is generally available; (3) provide contract terms to  
26 customers and confirm changes in service; (4) allow a trial period for new service; (5) provide specific  
disclosures in advertising; (6) separately identify carrier charges from taxes on billing statements; (7)  
provide customers the right to terminate service for changes to contract terms; (8) provide ready  
access to customer service; (9) promptly respond to consumer inquiries and complaints received from  
government agencies; and (10) abide by policies for protection of consumer privacy.

1 disclosed to a governmental agency as required by law. T-Mobile has implemented a  
2 system by which individual customer records are safeguarded. T-Mobile has trained its  
3 personnel as to when they are, and are not, authorized to disclose individual customer  
4 records.

5 T-Mobile commits to use its best efforts to resolve complaints received by the  
6 Commission and designates the following person to work with the Commission's Consumer  
7 Services Division for complaint resolution: Teri Y. Ohta, T-Mobile USA, Inc. 12920 SE 38<sup>th</sup>  
8 Street Bellevue, WA 98006.<sup>53</sup>

9 **10. The Designation of T-Mobile as an ETC is in the Public Interest.**

10 T-Mobile meets all of the requirements for designation as an ETC by providing the  
11 supported services, committing to serve all consumers throughout its designated service  
12 area, offering a Lifeline service consistent with all applicable requirements, advertising the  
13 availability of its universal service offerings, and furthering the goals of the universal service  
14 program. Moreover, designation of T-Mobile as an ETC is in the public interest because  
15 consumers will benefit from competitive pricing and new services, such as T-Mobile's  
16 Lifeline service. As T-Mobile expands its network in Oregon, consumers will benefit from a  
17 high level of service quality and more service options. Furthermore, the designation will not  
18 adversely impact the universal service fund.

19 **A. Designating T-Mobile as an ETC Will Increase Customer Choices.**

20 As an ETC, T-Mobile will expand consumer choice throughout its Requested Service  
21 Area by making its service offerings more widely available to all consumers and by offering a  
22 new Lifeline service to low-income consumers.<sup>54</sup> Furthermore, T-Mobile's entry into the  
23 universal service market will greatly benefit rural consumers who do not currently have  
24 access to comparable services offered in more urban areas.

25 \_\_\_\_\_  
<sup>53</sup> Requirement 9.2.

26 <sup>54</sup> Requirement 10.1.1.

1 The benefits of competition are widely recognized and extend to all markets,  
2 including the universal service market, as recognized by the FCC:<sup>55</sup>

3 We note that an important goal of the Act is to open local  
4 telecommunications markets to competition. Designation of competitive  
5 ETCs promotes competition and benefits consumers in rural and high-  
6 cost areas by increasing customer choice, innovative services, and new  
7 technologies. We agree with Western Wireless that competition will result  
8 not only in the deployment of new facilities and technologies, but will also  
9 provide an incentive to the incumbent rural telephone companies to  
10 improve their existing network to remain competitive, resulting in  
11 improved service to Wyoming consumers [consumers in the proposed  
12 ETC service area]. In addition, we find that the provision of competitive  
13 service will facilitate universal service to the benefit of consumers in  
14 Wyoming by creating incentives to ensure that quality services are  
15 available at "just, reasonable, and affordable rates."

16 Similarly, this Commission has previously recognized that consumers benefit from a  
17 competitive carrier being designated as an ETC.<sup>56</sup>

18 Consumers rely on wireless services for their telecommunications needs. T-Mobile's  
19 designation as an ETC will result in consumers having greater access to wireless  
20 telecommunications services in rural areas, thereby advancing the basic goal of preserving  
21 and advancing universal service.<sup>57</sup> In rural areas, the universal service goal is clear:<sup>58</sup>

22 Consumers in all regions of the Nation, including low-income  
23 consumers and those in rural, insular, and high cost areas, should have  
24 access to telecommunications and information services, including  
25 interexchange services and advanced telecommunications and  
26 information services, that are reasonably comparable to those services  
27 provided in urban areas and that are available at rates that are

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28 <sup>55</sup> In the Matter of the Federal-State Joint Board on Universal Service, Western Wireless Corp.  
29 Petition for Designation as an Eligible Telecommunications Carrier in the State of Wyoming, CC  
30 Docket No. 96-45, *Memorandum Opinion and Order*, DA. 00-2896, ¶ 17 (released December 26,  
31 2000).

32 <sup>56</sup> See, e.g., *Re Cingular Wireless, LLC Application for Designation as an Eligible*  
33 *Telecommunications Carrier*, Docket UM 1253, Order No. 07-111 (Mar. 29, 2007).

34 <sup>57</sup> See 47 U.S.C. § 254(b).

35 <sup>58</sup> 47 U.S.C. § 254(b)(3).

1 reasonably comparable to rates charged for similar services in urban  
2 areas.

3 To accomplish this goal, a competitive universal service framework has been established  
4 with consumers benefiting from competing carriers vying for their business based upon  
5 price, service offerings, coverage, and service quality. T-Mobile is uniquely positioned,  
6 offering consumers great service offerings and customer service in the marketplace. For  
7 example, T-Mobile has been consistently rated best in customer service by J.D. Power and  
8 Associates and offers its "Even More" and "Even More Plus" unlimited rate plans.

9 T-Mobile's designation as an ETC will further T-Mobile's ability to continue to bring  
10 these innovative and competitive services to consumers throughout its designated service  
11 area, which, hopefully, will encourage incumbent carriers to expand their service offerings,  
12 service quality, and customer service to the benefit of rural consumers.<sup>59</sup>

13 **B. Designating T-Mobile as an ETC Will Significantly Expand Lifeline  
14 Access in Oregon.**

15 If T-Mobile is designated as an ETC, it commits to offering Lifeline service throughout  
16 its service area, (specifically, in T-Mobile's network footprint) in the state of Oregon. T-  
17 Mobile understands there are areas in Oregon in which customers have no access to  
18 wireless Lifeline service. Designation of T-Mobile as an ETC will make wireless Lifeline  
19 service available to qualifying eligible customers in areas that currently do not have a  
20 wireless ETC offering Lifeline and will provide increased Lifeline choices in areas in which a  
21 wireless company has already been designated as an ETC. T-Mobile's designation as an  
22 ETC will therefore provide a significant benefit to low-income Oregonians and will further the  
23 goals of universal service.

24

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<sup>59</sup> Due to the cap on universal service support payments to competitive carriers, T-Mobile's designation as an ETC will not increase the federal universal service fund.





1 certification for T-Mobile's use of high cost universal service support. The FCC rules<sup>62</sup>  
2 expressly provide for the filing of supplemental certifications for new ETC designations. A  
3 draft supplemental certification is included as Exhibit 13.

4 **IV. CONCLUSION**

5 T-Mobile respectfully requests that the Commission grant T-Mobile designation as an  
6 ETC for purposes of receiving federal universal service support and provide a supplemental  
7 certification for T-Mobile's use of high cost universal service support for the then-current  
8 funding program year

9  
10 DATED: December 8, 2010

**McDOWELL RACKNER & GIBSON PC**

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12 

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26 \_\_\_\_\_  
<sup>62</sup> See 47 C.F.R. §§ 54.313 and 54.314.

**Even More Rate Plans - Individuals**  
(Even More and Even More Plus)

T-Mobile currently marketed and generally available plans as of 12/8/10. For additional terms and conditions, please see the T-Mobile Terms and Conditions available online at [www.t-mobile.com](http://www.t-mobile.com). Promotional plans excluded.

Rate Plan	Highlights	Total Monthly Charge - Even More*	Total Monthly Charge - Even More Plus**
<b>TALK (Individual)</b>			
500 Minutes	500 Whenever Minutes Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$39.99	\$29.99
1000 Minutes	1000 Whenever Minutes Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$49.99	\$39.99
Unlimited Minutes	Unlimited Whenever Minutes Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$59.99	\$49.99
<b>TALK &amp; TEXT (Individual)</b>			
500 Minutes & Unlimited Text	500 Whenever Minutes Unlimited domestic messaging Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$49.99	\$39.99
1000 Minutes & Unlimited Text	1000 Whenever Minutes Unlimited domestic messaging Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$59.99	\$49.99
Unlimited Minutes & Text	Unlimited Whenever Minutes Unlimited domestic messaging Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$69.99	\$59.99

**Even More Rate Plans - Individuals**  
(Even More and Even More Plus)

<b>TALK, TEXT, &amp; WEB (Individual)</b>			
500 Minutes, Unlimited Text, & Unlimited Web	500 Whenever Minutes Unlimited domestic messaging Unlimited Web Access Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$79.99	\$59.99
1000 Minutes, Unlimited Text, & Unlimited Web	1000 Whenever Minutes Unlimited domestic messaging Unlimited Web Access Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$89.99	\$69.99
Unlimited Minutes, Unlimited Text & Unlimited Web	Unlimited Whenever Minutes Unlimited domestic messaging Unlimited Web Access Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$99.99	\$79.99

**\*Even More**

Handset discount available  
 2 year contract required  
 Finance handset (up to 4 months), subject to credit approval  
 No fee to migrate  
 Free domestic long distance and no digital roaming charges across the U.S.

**\*\*Even More Plus**

No subsidized handset pricing  
 No annual contract  
 Finance handset (up to 20 months), subject to credit approval  
 Overage alerts  
 May be a fee to migrate

**Even More Rate Plans - Family**  
(Even More and Even More Plus)

T-Mobile currently marketed and generally available plans as of 12/8/10. For additional terms and conditions, please see the T-Mobile Terms and Conditions available online at [www.t-mobile.com](http://www.t-mobile.com). Promotional plans excluded.

Rate Plan	Highlights	Total Monthly Charge - Even More*	Total Monthly Charge - Even More Plus**
<b>TALK (Family - 2 lines)</b>			
750 Minutes	750 Whenever Minutes Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$59.99	\$49.99
1500 Minutes	1500 Whenever Minutes Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$79.99	\$59.99
3000 Minutes	3000 Whenever Minutes Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$99.99	\$79.99
Unlimited Talk	Unlimited Whenever Minutes Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$99.99	\$79.99
<b>TALK &amp; TEXT (Family - 2 lines)</b>			
750 Minutes & Unlimited Text	750 Whenever Minutes Unlimited domestic messaging Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$79.99	\$69.99
1500 Minutes & Unlimited Text	1500 Whenever Minutes Unlimited domestic messaging Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$99.99	\$79.99
3000 Minutes & Unlimited Text	3000 Whenever Minutes Unlimited domestic messaging Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$119.99	\$99.99
Unlimited Talk & Unlimited Text	Unlimited Whenever Minutes Unlimited domestic messaging Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$119.99	\$99.99

**Even More Rate Plans - Family**  
(Even More and Even More Plus)

<b>TALK, TEXT, &amp; WEB (Family - 2 lines)</b>			
750 Minutes, Unlimited Text & Unlimited Web	750 Whenever Minutes Unlimited domestic messaging Unlimited Web Access Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$139.99	\$109.99
1500 Minutes, Unlimited Text & Unlimited Web	1500 Whenever Minutes Unlimited domestic messaging Unlimited Web Access Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$159.99	\$119.99
3000 Minutes, Unlimited Text & Unlimited Web	3000 Whenever Minutes Unlimited domestic messaging Unlimited Web Access Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$179.99	\$139.99
Unlimited Minutes, Unlimited Text & Unlimited Web	Unlimited Whenever Minutes Unlimited messaging Unlimited Web Unlimited nights and weekends Unlimited T-Mobile to T-Mobile	\$179.99	\$139.99

**Additional Lines (maximum of 5 lines allowed on a family plan) can be added for as little as \$5 per month, per line for a limited time.**

Family plans include two lines to start. You can add up to three more lines, for a total of five, if you're eligible.

**Even More and Even More Plus Shared-minute Family Talk Plans (750, 1500 or 3000 minutes):**

Plan	Minutes	Text	Included and Optional (Charged) Web Access		
Talk + Text plans	All lines share family talk minutes, and lines 3-5 are \$5 per month, per line.	All lines have unlimited text.	Not Available		
Talk + Text + Web plans	All lines share family talk minutes, and lines 3-5 are \$5 per month, per line.	All lines have unlimited text.	Lines 1 and 2 have Unlimited Web Access.		
			Lines 3-5 Optional Web Access:		
			Even More Unlimited Web for Smartphones:	Even More Plus Unlimited Web for Smartphones:	Even More and Even More Plus Unlimited Web for phones other than Smartphones:
			\$30.00/month	\$25.00/month	\$10.00/month
You can choose to purchase unlimited talk time for lines 3-5 for an additional charge.					

**Even More Rate Plans - Family**  
(Even More and Even More Plus)

**Even More and Even More Plus Unlimited Family Talk Plans:**

Plan	Included and Optional (Charged) Minutes		Text	Included and Optional (Charged) Web Access		
Talk + Text plans	Lines 1 and 2 have unlimited talk minutes.		All lines have unlimited text.	Not Available		
	Lines 3-5 are \$10 per month, per line, and include 200 talk minutes. Optional (Charged) Unlimited Minutes for lines 3-5					
	Even More Unlimited Minutes:	Even More Plus Unlimited Minutes:				
	\$40.00/month	\$30.00/month				
Talk + Text + Web plans	Lines 1 and 2 have unlimited talk minutes.		All lines have unlimited text.	Lines 1 and 2 have Unlimited Web Access.		
	Lines 3-5 are \$10 per month, per line, and include 200 talk minutes. Optional (Charged) Unlimited Minutes for lines 3-5			Lines 3-5 Optional Web Access:		
	Even More Unlimited Minutes:	Even More Plus Unlimited Minutes:		Even More Unlimited Web for Smartphones:	Even More Plus Unlimited Web for Smartphones:	Even More and Even More Plus Unlimited Web for phones other than Smartphones:
	\$40.00/month	\$30.00/month		\$30.00/month	\$25.00/month	\$10.00/month

You can choose to purchase unlimited talk time for lines 3-5 for an additional charge.

**\*Even More**

Handset discount available  
 2 year contract required  
 Finance handset (up to 4 months), subject to credit approval  
 No fee to migrate  
 Free domestic long distance and no digital roaming charges across the U.S.

**\*\*Even More Plus**

No subsidized handset pricing  
 No annual contract  
 Finance handset (up to 20 months), subject to credit approval  
 Overage alerts  
 May be a fee to migrate

# T-Mobile<sup>®</sup> Even More<sup>®</sup> Family Plans



## Pick your plan.

Connect the way you want.

- Two-year contract required
- UNLIMITED nationwide T-Mobile to T-Mobile calling
- UNLIMITED Nights and Weekends
- WHENEVER Minutes<sup>®</sup> you can use to call ... whenever

Each family plan includes two lines **that share the features described below.**

WHENEVER Minutes (shared between two lines/mo.)	Talk	Talk + Text	Talk + Text + Web
Unlimited	\$99 <sup>99</sup>	\$119 <sup>99</sup>	\$179 <sup>99</sup>
1500	\$79 <sup>99</sup>	\$99 <sup>99</sup>	\$159 <sup>99</sup>
750	\$59 <sup>99</sup>	\$79 <sup>99</sup>	\$139 <sup>99</sup>

Prices reflect monthly recurring charges for two lines of service; taxes and fees additional. Text plans include unlimited nationwide text, IM, picture and video messaging. Web plans include unlimited nationwide Web and e-mail access.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See [www.T-Mobile.com](http://www.T-Mobile.com) for messaging/data rates and for message blocking and data usage opt-out options.

## Add Web browsing in a snap.

Adding Web to any line is as simple as it is affordable.

Additional Add-ons	Monthly Cost Per Line
4G Web-Unlimited	\$30
4G Web-200 MB (overage at \$0.10/MB)	\$10

Taxes and fees additional. 4G Web-200MB plan not available on all smartphones. 4G Web plans provide access to data; capable device required to achieve 4G speeds.

See reverse for important restrictions and details.

## Adding a line to your family plan is easy.

Each family plan includes two lines of WHENEVER Minutes. Just figure out the number of WHENEVER Minutes you want for each additional line, then customize your plan to reflect your family's needs.

WHENEVER Minutes (for each additional line)	Monthly Cost Per Line
<b>Unlimited</b> (only available with Unlimited plan)	\$40
<b>200</b> (only available with post-paid Unlimited plan)	\$15
<b>Add a Line</b> Shares existing WHENEVER Minutes (only available with 750/1500 minute plans)	\$10

Taxes and fees additional.

## Optional features.

Don't forget to ask about Premium Handset Protection® to protect your investment.

Questions? Ask a Sales Associate or visit [www.T-Mobile.com](http://www.T-Mobile.com).

**T-Mobile® stick together®**

**All Pricing:** Limited-time offers; subject to change. Taxes and fees additional. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Not all features or plans available on all devices. **Unlimited features for direct U.S. communications between two people.** **General Terms:** Credit approval, \$35 per line activation fee and two-year agreement required. Up to \$200/line early cancellation fee applies to two-year agreements (ask Sales Associate for details and other options). If you switch plans you may be bound by existing contract term (and related \$200/line early cancellation fee) and \$35/line Even More Plus® activation fee may apply. You may be unable to switch to some plans. Additional requirements may apply to business customers; Premier and other business/association discounts may not be available. Regulatory Programs Fee (not a tax or government-mandated charge) of \$1.41 per line/month applies. Taxes approx. 6%-28% of your monthly bill. Overage usage extra; partial minutes/data rounded up. Some calls/features involve multiple calls; each call incurs separate charges. **FlexPay:** Per month, per line \$4.99 Control Charge applies (unless enrolled in Easy Pay). Promotional balances are non-refundable. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m. Monday-Friday, based upon start time of call. If on FlexPay, calls rated on a per minute basis. Different terms apply to Prepaid. **Family Plans:** Limit five lines. All lines of service must be activated in the same T-Mobile market and have the same billing address and area code. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Web/Data:** Overage on 4G Web-200MB plan available to post-paid customers only; FlexPay customers may not exceed 200 MB allotment. Partial megabytes rounded up for billing. **Your data session, plan, or service may be slowed, suspended, terminated, or restricted** if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth during a billing cycle. You may not use your plan or device for prohibited uses. **Coverage:** Service and coverage not available everywhere. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Bill Details:** Your bill summarizes your charges, fees and taxes, but does not include the details of services used. You may view bill details at [my.t-mobile.com](http://my.t-mobile.com) or, for an additional charge, we will provide detailed bills. We do not provide bills to FlexPay and Prepaid customers. See brochures and **Terms and Conditions (including arbitration provision)** at [www.T-Mobile.com](http://www.T-Mobile.com) for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. WHENEVER Minutes, stick together, Even More, Even More Plus and Premium Handset Protection are registered trademarks of T-Mobile USA, Inc. © 2010 T-Mobile USA, Inc.



# T-Mobile<sup>®</sup> Even More<sup>®</sup> Individual Plans



## Pick your plan.

Connect the way you want.

- Two-year contract required
- UNLIMITED nationwide T-Mobile to T-Mobile calling
- UNLIMITED Nights and Weekends
- WHENEVER Minutes<sup>®</sup> you can use to call ... whenever

WHENEVER Minutes	Talk	Talk + Text	Talk + Text + Web
Unlimited	\$59 <sup>99</sup>	\$69 <sup>99</sup>	\$99 <sup>99</sup>
1000	\$49 <sup>99</sup>	\$59 <sup>99</sup>	\$89 <sup>99</sup>
500	\$39 <sup>99</sup>	\$49 <sup>99</sup>	\$79 <sup>99</sup>

Prices reflect monthly recurring charges; taxes and fees additional. Text plans include unlimited nationwide text, IM, picture and video messaging. Web plans include unlimited nationwide Web and e-mail access.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See [www.T-Mobile.com](http://www.T-Mobile.com) for messaging/data rates and for message blocking and data usage opt-out options.

## Add Web browsing in a snap.

Adding Web to any line is as simple as it is affordable.

Additional Add-ons	Monthly Cost
4G Web-Unlimited	\$30
4G Web-200 MB (overage at \$0.10/MB)	\$10

Taxes and fees additional. 4G Web-200MB plan not available on all smartphones. 4G Web plans provide access to data; capable device required to achieve 4G speeds.

## Optional features.

Don't forget to ask about Premium Handset Protection® to protect your investment.

Questions? Ask a Sales Associate or visit [www.T-Mobile.com](http://www.T-Mobile.com).

**T** · Mobile® stick together®

**All Pricing:** Limited-time offers; subject to change. Taxes and fees additional. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Not all features or plans available on all devices. **Unlimited features for direct U.S. communications between two people.** **General Terms:** Credit approval, \$35 per line activation fee and two-year agreement required. Up to \$200/line early cancellation fee applies to two-year agreements (ask Sales Associate for details and other options). If you switch plans you may be bound by existing contract term (and related \$200/line early cancellation fee) and \$35/line Even More Plus® activation fee may apply. You may be unable to switch to some plans. Additional requirements may apply to business customers; Premier and other business/association discounts may not be available. Regulatory Programs Fee (not a tax or government-mandated charge) of \$1.41 per line/month applies. Taxes approx. 6%–28% of your monthly bill. Overage usage extra; partial minutes/data rounded up. Some calls/features involve multiple calls; each call incurs separate charges. **FlexPay:** Per month, per line \$4.99 Control Charge applies (unless enrolled in Easy Pay). Promotional balances are non-refundable. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m. Monday–Friday, based upon start time of call. If on FlexPay, calls rated on a per minute basis. Different terms apply to Prepaid. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Web/Data:** Overage on 4G Web-200MB plan available to post-paid customers only; FlexPay customers may not exceed 200 MB allotment. Partial megabytes rounded up for billing. **Your data session, plan, or service may be slowed, suspended, terminated, or restricted** if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth during a billing cycle. You may not use your plan or device for prohibited uses. **Coverage:** Service and coverage not available everywhere. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Bill Details:** Your bill summarizes your charges, fees and taxes, but does not include the details of services used. You may view bill details at [my.t-mobile.com](http://my.t-mobile.com) or, for an additional charge, we will provide detailed bills. We do not provide bills to FlexPay and Prepaid customers. See brochures and **Terms and Conditions (including arbitration provision)** at [www.T-Mobile.com](http://www.T-Mobile.com) for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. WHENEVER Minutes, stick together, Even More, Even More Plus and Premium Handset Protection are registered trademarks of T-Mobile USA, Inc. © 2010 T-Mobile USA, Inc.

# T-Mobile<sup>®</sup> Even More Plus<sup>®</sup> Family Plans



## Pick your plan.

Connect the way you want.

- No annual contract
- UNLIMITED nationwide T-Mobile to T-Mobile calling
- UNLIMITED Nights and Weekends
- FREE Overage Alerts
- WHENEVER Minutes<sup>®</sup> you can use to call ... whenever

Each family plan includes two lines **that share the features described below.**

WHENEVER Minutes (shared between two lines/mo.)	Talk	Talk + Text	Talk + Text + Web
Unlimited	\$79 <sup>99</sup>	\$99 <sup>99</sup>	\$139 <sup>99</sup>
1500	\$59 <sup>99</sup>	\$79 <sup>99</sup>	\$119 <sup>99</sup>
750	\$49 <sup>99</sup>	\$69 <sup>99</sup>	\$109 <sup>99</sup>

Prices reflect monthly recurring charges for two lines of service; taxes and fees additional. Text plans include unlimited nationwide text, IM, picture and video messaging. Web plans include unlimited nationwide Web and e-mail access.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See [www.T-Mobile.com](http://www.T-Mobile.com) for messaging/data rates and for message blocking and data usage opt-out options.

## Add Web browsing in a snap.

Adding Web to any line is as simple as it is affordable.

Additional Add-ons	Monthly Cost Per Line
4G Web-Unlimited	\$25
4G Web-200 MB (overage at \$0.10/MB)	\$10

Taxes and fees additional. 4G Web-200MB plan not available on all smartphones. 4G Web plans provide access to data; capable device required to achieve 4G speeds.

## Adding a line to your family plan is easy.

Each family plan includes two lines of WHENEVER Minutes. Just figure out the number of WHENEVER Minutes you want for each additional line, then customize your plan to reflect your family's needs.

WHENEVER Minutes (for each additional line)	Monthly Cost Per Line
<b>Unlimited</b> (Only available with Unlimited plan)	<b>\$30</b>
<b>200</b> (Only available with post-paid Unlimited plan)	<b>\$10</b>
<b>Add-a-line</b> Shares existing WHENEVER Minutes (Only available with 750/1500 minute plans)	<b>\$5</b>

Taxes and fees additional.

## Pick your phone.

### Get the phone you really want with our convenient Equipment Installment Plan.

With our Equipment Installment Plan, you can spread out the cost of the phone over time with interest-free payments\*. The down payment is due upon purchase, and the remaining payments will be charged to your monthly bill. It's that easy.

Also, don't forget to ask about Premium Handset Protection® to protect your investment.

## Overage alerts.

Overage Alerts can help you avoid unexpected high wireless bills. T-Mobile will now automatically notify you when you come close to exceeding your plan's WHENEVER Minutes, and again when your WHENEVER Minutes are used up. With T-Mobile Overage Alerts, you'll know when additional charges will apply, so you won't be surprised by high wireless bills again.

Overage Alerts are included in your plan but can be discontinued with a simple opt-out request.

Questions? Ask a Sales Associate about any new offers or visit [www.T-Mobile.com](http://www.T-Mobile.com).

## T-Mobile® stick together®

\* **Equipment Installment Plan:** Availability and amount of EIP financing **subject to credit approval**. Down payment required at time of purchase. Remaining payments to be made evenly over three months (with Even More® plan) or 19 months (with Even More Plus® plan); certain EIP offerings are not available in Washington, D.C. Qualifying rate plans required and account must remain in good standing. Taxes, late/non-payment fees and other upfront and monthly charges may apply. Available only at participating locations; see store for details.

**All Pricing:** Limited-time offers; subject to change. Taxes and fees additional. Participating locations only. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Not all features or plans available on all devices. **Unlimited features for direct U.S. communications between two people.** **General Terms:** Credit approval and \$35 per line activation fee may be required. If you switch plans you may be bound by existing contract term (and related \$200/line early cancellation fee) and \$35/line Even More Plus activation fee may apply. You may be unable to switch to some plans. Additional requirements may apply to business customers; Premier and other business/association discounts not available. Regulatory Programs Fee (not a tax or government-mandated charge) of \$1.41 per line/month applies. Taxes approx. 6%–28% of your monthly bill. Overage usage extra; partial minutes/data rounded up. Some calls/features involve multiple calls; each call incurs separate charges. **FlexPay:** Per month, per line \$4.99 Control Charge applies (unless enrolled in Easy Pay). Promotional balances are non-refundable. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m. Monday–Friday, based upon start time of call. If on FlexPay, calls rated on a per minute basis. Different terms apply to Prepaid. **Family Plans:** Limit five lines. All lines of service must be activated in the same T-Mobile market and have the same billing address and area code. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** T-Mobile is not liable for content of messages/attachments or for any failures, delays or errors in any T-Mobile generated alerts or notifications. You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited.

**Web/Data:** Overage on 4G Web-200MB plan available to post-paid customers only; FlexPay customers may not exceed 200 MB allotment. Partial megabytes rounded up for billing. **Your data session, plan, or service may be slowed, suspended, terminated, or restricted** if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth during a billing cycle. You may not use your plan or device for prohibited uses. **Coverage:** Service and coverage not available everywhere. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Bill Details:** Your bill summarizes your charges, fees and taxes, but does not include the details of services used. You may view bill details at [my.t-mobile.com](http://my.t-mobile.com) or, for an additional charge, we will provide detailed bills. We do not provide bills to FlexPay and Prepaid customers. See brochures and **Terms and Conditions (including arbitration provision)** at [www.T-Mobile.com](http://www.T-Mobile.com) for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. WHENEVER Minutes, stick together, Even More, Even More Plus and Premium Handset Protection are registered trademarks of T-Mobile USA, Inc. © 2010 T-Mobile USA, Inc.

# T-Mobile® Even More Plus® Individual Plans



## Pick your plan.

Connect the way you want.

- No annual contract
- UNLIMITED nationwide T-Mobile to T-Mobile calling
- UNLIMITED Nights and Weekends
- FREE Overage Alerts
- WHENEVER Minutes® you can use to call ... whenever

WHENEVER Minutes	Talk	Talk + Text	Talk + Text + Web
Unlimited	\$49 <sup>99</sup>	\$59 <sup>99</sup>	\$79 <sup>99</sup>
1000	\$39 <sup>99</sup>	\$49 <sup>99</sup>	\$69 <sup>99</sup>
500	\$29 <sup>99</sup>	\$39 <sup>99</sup>	\$59 <sup>99</sup>

Prices reflect monthly recurring charges; taxes and fees additional. Text plans include unlimited nationwide text, IM, picture and video messaging. Web plans include unlimited nationwide Web and e-mail access.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See [www.T-Mobile.com](http://www.T-Mobile.com) for messaging/data rates and for message blocking and data usage opt-out options.

## Add Web browsing in a snap.

Adding Web to any line is as simple as it is affordable.

Additional Add-ons	Monthly Cost
4G Web-Unlimited	\$25
4G Web-200 MB (overage at \$0.10/MB)	\$10

Taxes and fees additional. 4G Web-200MB plan not available on all smartphones. 4G Web plans provide access to data; capable device required to achieve 4G speeds.

## Pick your phone.

Get the phone you really want with our convenient Equipment Installment Plan.

With our Equipment Installment Plan, you can spread out the cost of the phone over time with interest-free payments\*. The down payment is due upon purchase, and the remaining payments will be charged to your monthly bill. It's that easy.

Also, don't forget to ask about Premium Handset Protection® to protect your investment.

## Overage alerts.

Overage Alerts can help you avoid unexpected high wireless bills. T-Mobile will now automatically notify you when you come close to exceeding your plan's WHENEVER Minutes, and again when your WHENEVER Minutes are used up. With T-Mobile Overage Alerts, you'll know when additional charges will apply, so you won't be surprised by high wireless bills again.

Overage Alerts are included in your plan but can be discontinued with a simple opt-out request.

Questions? Ask a Sales Associate or visit [www.T-Mobile.com](http://www.T-Mobile.com).

**T** · Mobile® stick together®

**\*Equipment Installment Plan:** Availability and amount of EIP financing **subject to credit approval**. Down payment required at time of purchase. Remaining payments to be made evenly over three months (with Even More® plan) or 19 months (with Even More Plus® plan); certain EIP offerings are not available in Washington, D.C. Qualifying rate plans required and account must remain in good standing. Taxes, late/non-payment fees and other upfront and monthly charges may apply. Available only at participating locations; see store for details.

**All Pricing:** Limited-time offers; subject to change. Taxes and fees additional. Participating locations only. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Not all features or plans available on all devices. **Unlimited features for direct U.S. communications between two people.** **General Terms:** Credit approval and \$35 per line activation fee may be required. If you switch plans you may be bound by existing contract term (and related \$200/line early cancellation fee) and \$35/line Even More Plus activation fee may apply. You may be unable to switch to some plans. Additional requirements may apply to business customers; Premier and other business/association discounts not available. Regulatory Programs Fee (not a tax or government-mandated charge) of \$1.41 per line/month applies. Taxes approx. 6%–28% of your monthly bill. Overage usage extra; partial minutes/data rounded up. Some calls/features involve multiple calls; each call incurs separate charges. **FlexPay:** Per month, per line \$4.99 Control Charge applies (unless enrolled in Easy Pay). Promotional balances are non-refundable. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m. Monday–Friday, based upon start time of call. If on FlexPay, calls rated on a per minute basis. Different terms apply to Prepaid. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** T-Mobile is not liable for content of messages/attachments or for any failures, delays or errors in any T-Mobile generated alerts or notifications. You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Web/Data:** Overage on 4G Web-200MB plan available to post-paid customers only; FlexPay customers may not exceed 200 MB allotment. Partial megabytes rounded up for billing. **Your data session, plan, or service may be slowed, suspended, terminated, or restricted** if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth during a billing cycle. You may not use your plan or device for prohibited uses. **Coverage:** Service and coverage not available everywhere. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Bill Details:** Your bill summarizes your charges, fees and taxes, but does not include the details of services used. You may view bill details at [my.t-mobile.com](http://my.t-mobile.com) or, for an additional charge, we will provide detailed bills. We do not provide bills to FlexPay and Prepaid customers. See brochures and **Terms and Conditions (including arbitration provision)** at [www.T-Mobile.com](http://www.T-Mobile.com) for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. WHENEVER Minutes, stick together, Even More, Even More Plus and Premium Handset Protection are registered trademarks of T-Mobile USA, Inc. © 2010 T-Mobile USA, Inc.

**EXHIBIT 2 IS CONFIDENTIAL  
AND IS PROVIDED UNDER  
SEPARATE COVER**

OCN Name	Carrier Name	ST	LERG 1	OCN	DBA Name	AKA/FKA Name	Interconnection Agreement	Effective Date	Notes
Canby Telephone Association	Canby Telephone Association	OR	ILEC	2362	Canby Telephone Association		Canby Telephone Association & T-Mobile USA	01/01/04	
Cascade Utilities	Cascade Utilities	OR	ILEC	2371	Cascade Utilities		Cascade Utilities & T-Mobile USA	01/01/04	
Clear Creek Mutual Telephone	Clear Creek Mutual Telephone	OR	ILEC	2363	Clear Creek Mutual Telephone		Clear Creek Mutual Telephone Company & T-Mobile USA	01/01/04	
Colton Telephone	Colton Telephone	OR	ILEC	2364	Colton Telephone		Colton Telephone Company & T-Mobile USA	01/01/04	
Gervais Telephone	Gervais Telephone	OR	ILEC	2373	Gervais Telephone		Gervais Telephone Company & T-Mobile USA	01/01/04	
Helix Telephone	Helix Telephone	OR	ILEC	2376	Helix Telephone		Helix Telephone Company & T-Mobile USA	01/01/04	
Molalla Communications	Molalla Communications	OR	ILEC	2383	Molalla Communications		Molalla Communications Company & T-Mobile USA	01/01/04	
Monitor Cooperative Telephone	Monitor Cooperative Telephone	OR	ILEC	2384	Monitor Cooperative Telephone		Monitor Cooperative Telephone Company & T-Mobile USA	01/01/04	
Monroe Telephone	Monroe Telephone	OR	ILEC	2385	Monroe Telephone		Monroe Telephone Company & T-Mobile USA	01/01/04	
Mt. Angel Telephone	Mt. Angel Telephone	OR	ILEC	2386	Mt. Angel Telephone		Mount Angel Telephone Company & T-Mobile USA	01/01/04	
Nehalem Telephone & Telegraph	Nehalem Telephone & Telegraph	OR	ILEC	2387	Nehalem Telephone & Telegraph		Nehalem Telephone & Telegraph Company & T-Mobile USA	01/01/04	
Peoples Telephone (Oregon)	Peoples Telephone	OR	ILEC	2391	Peoples Telephone		Peoples Telephone Company & T-Mobile USA	01/01/04	
Pioneer Telephone Cooperative (Oregon)	Pioneer Telephone Cooperative	OR	ILEC	2393	Pioneer Telephone Cooperative		Pioneer Telephone Cooperative & T-Mobile USA	01/01/04	
Qwest Oregon	Qwest Communications	OR	RBOC	9638	Qwest Communications	US West	Qwest Corporation & VoiceStream Wireless	11/12/01	
Scio Mutual Telephone Association	Scio Mutual Telephone Association	OR	ILEC	2397	Scio Mutual Telephone Association		Scio Mutual Telephone Association & T-Mobile USA	01/01/04	
Stayton Cooperative Telephone	Stayton Cooperative Telephone	OR	ILEC	2399	Stayton Cooperative Telephone		Stayton Cooperative Telephone Company & T-Mobile USA	01/01/04	
Verizon Northwest - OR	Verizon	OR	RBOC	4323	Verizon Communications	GTE	GTE Northwest & Western Wireless	01/24/97	



## T-MOBILE OREGON ETC SERVICE AREA

Rural Telephone Company Study Areas	Study Area Code (SAC)	Wire Center
BEAVER CREEK COOPERATIVE TELEPHONE CO.	532359	All
CANBY TELEPHONE ASSOCIATION	532362	All
CASCADE UTILITIES, INC.	532371	All
CITIZENS TELECOMM CO OF OR DBA FRONTIER COMM	533401	All
CLEAR CREEK MUTUAL TELEPHONE CO.	532363	All
COLTON TELEPHONE CO.	532364	All
GERVAIS TELEPHONE CO.	532373	All
HELIX TELEPHONE CO.	532376	All
MALHEUR HOME TELEPHONE CO.	532456	All
MOLALLA TELEPHONE CO.	532383	All
MONITOR COOPERATIVE TELEPHONE CO.	532384	All
MONROE TELEPHONE CO.	532385	All
MT. ANGEL TELEPHONE CO.	532386	All
NEHALEM TELECOMMS, INC. DBA NEHALEM TEL & TEL	532387	All
PEOPLES TEL CO	532391	All
PIONEER TELEPHONE COOPERATIVE	532393	All
ROOME TELECOMMUNICATIONS, INC.	532375	All
SCIO MUTUAL TELEPHONE ASSOCIATION	532397	All
ST PAUL COOPERATIVE TELEPHONE ASSOCIATION	532396	All
STAYTON COOPERATIVE TELEPHONE CO.	532399	All
UNITED TELEPHONE - NORTHWEST	532400	All
Non-Rural Telephone Company Wire Centers	Study Area Code (SAC)	Wire Center
QWEST CORPORATION	535163	ADAROR21
		ALBYOR63
		ASLDOR55
		ASTROR64
		ATHNOR56
		BAKROR23
		BENDOR24
		BLBTOR01
		BURLOR62
		CLVROR01
		CNBHOR64
		CNPNOR29
		CRVSOR65
		CTGVOR53
		DLLSOR58
		EUGNOR28
		EUGNOR53
		FLRNOR53
		GLHLOR55
		GRPSOR29
		HMTNOR56
		INDPOR58
		JCVLOR56

**T-MOBILE OREGON  
ETC SERVICE AREA**

December 2010

Page 2

Non-Rural Telephone Company Wire Centers	Study Area Code (SAC)	Wire Center
		JFSNOR63
		JNCYOR51
		KLFLOR54
		LAPIOR52
		LEBGOR54
		LKOSOR62
		LWLLOR53
		MDFDOR33
		MDRSOR52
		MLTNOR56
		MLWKOR17
		NPLNOR62
		NWPTOR35
		ORCYOR18
		PHNXOR55
		PNTNOR56
		PRVLOR53
		PTLDOR02
		PTLDOR08
		PTLDOR11
		PTLDOR12
		PTLDOR13
		PTLDOR14
		PTLDOR17
		PTLDOR18
		PTLDOR69
		RANROR01
		RDMDOR01
		RGRVOR55
		RSBGOR57
		SALMOR58
		SALMOR59
		SESDOR64
		SPFDOR01
		SPRVOR02
		SSTROR01
		STFDOR56
		STHNOR40
		STHROR58
		UMTLOR57
		VENTOR54
		WDBNOR59
		WLWLWA01
		WNTNOR57
		WRSPOR52
		WRTNOR64
Verizon	532416	ALOHORXX

**T-MOBILE OREGON  
ETC SERVICE AREA**

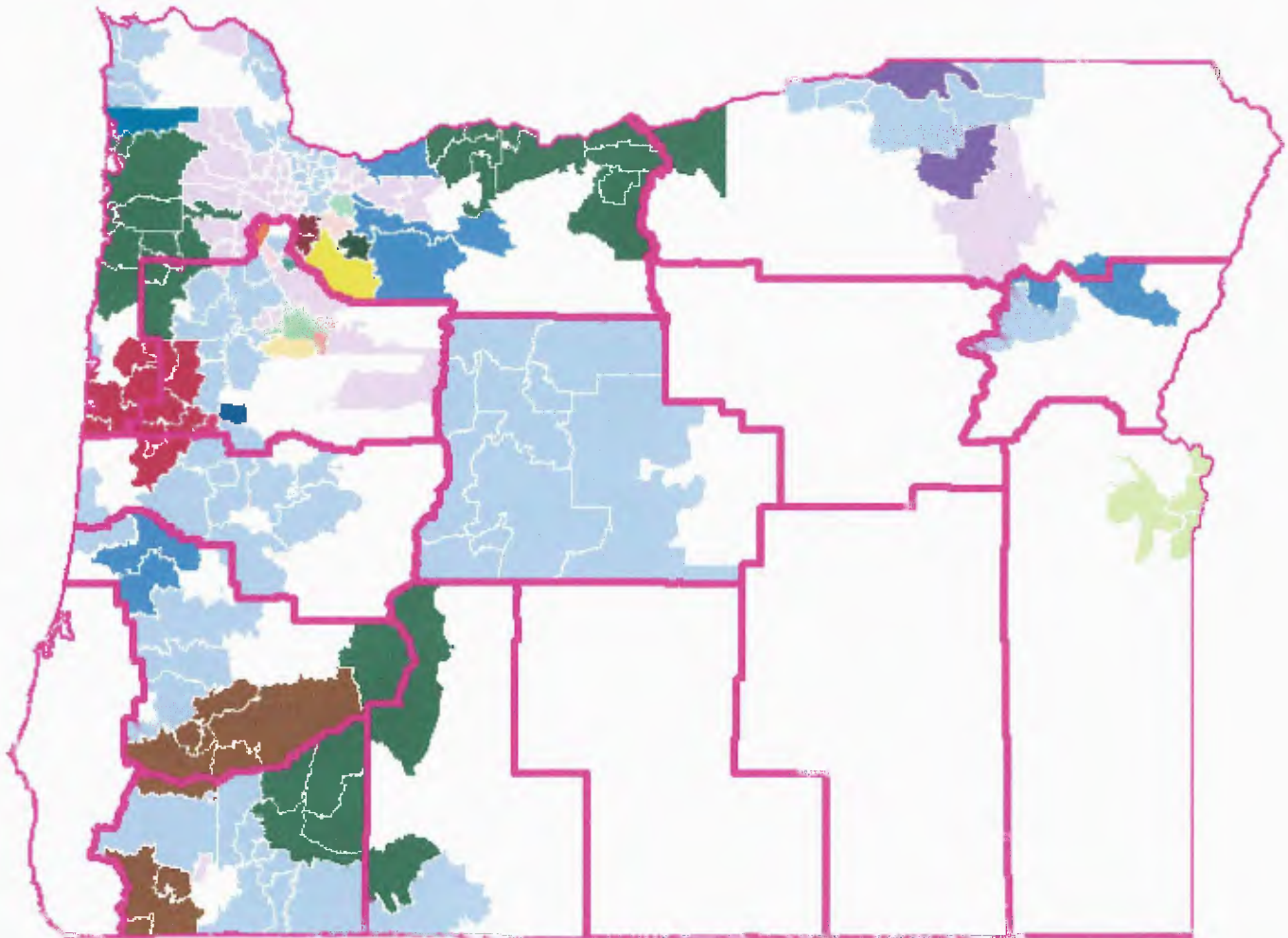
December 2010

Page 3

Non-Rural Telephone Company Wire Centers	Study Area Code (SAC)	Wire Center
		AMTYORXX
		AMVLORXX
		BNKSORXX
		BVTNORXB
		CLTSORXA
		DYTNORXA
		FRGVORXX
		GDISORXX
		GRHMORXB
		GSTNORXX
		HLDORXA
		HLBOORXB
		LAGRORXB
		MLCYORXA
		MMVLORXX
		MRPHORXX
		NWBRORXA
		ORNTORXA
		SCHLORXX
		SHWDORXA
		SLTNORXA
		SMRWORXA
		SNDYORXA
		SNSDORXX
		STFRORXX
		TGRDORXA
		TGRDORXC
		TRNRORXA
		TULTORXA
		VYVWORXA
		WIVLORXA
		YMHORXA



# OREGON ETC SERVICE AREA



### Company / Study Area

- |  |   |
|--|---|
| BEAVER CREEK COOPERATIVE TELEPHONE CO.             | MT. ANGEL TELEPHONE CO.                       |
| CANBY TELEPHONE ASSOCIATION                        | NEHALEM TELECOMMS, INC. DBA NEHALEM TEL & TEL |
| CASCADE UTILITIES, INC.                            | PEOPLES TEL CO                                |
| CITIZENS TELECOMM CO OF OR DBA FRONTIER COMM OF OR | PIONEER TELEPHONE COOPERATIVE                 |
| CLEAR CREEK MUTUAL TELEPHONE CO.                   | ROOME TELECOMMUNICATIONS, INC.                |
| COLTON TELEPHONE CO.                               | SCIO MUTUAL TELEPHONE ASSOCIATION             |
| GERVAIS TELEPHONE CO.                              | ST PAUL COOPERATIVE TELEPHONE ASSOCIATION     |
| HELIX TELEPHONE CO.                                | STAYTON COOPERATIVE TELEPHONE CO.             |
| MALHEUR HOME TELEPHONE CO.                         | UNITED TELEPHONE - NORTHWEST                  |
| MOLALLA TELEPHONE CO.                              | QWEST CORPORATION                             |
| MONITOR COOPERATIVE TELEPHONE CO.                  | VERIZON NORTHWEST INC.-OR                     |
| MONROE TELEPHONE CO.                               |   |

Licensed Area

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**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

UM \_\_\_\_\_

In the Matter of T-Mobile West )  
Corporation )  
Application for Designation as an Eligible ) Affidavit of H. Skip Cornett  
Telecommunications Carrier )

I, H. Skip Cornett, do hereby affirm as follows:

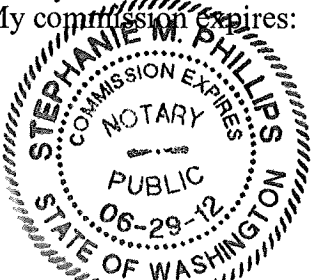
- 1. I am Vice President, Tax of T-Mobile USA, Inc., which is the parent company of T-Mobile West Corporation ("T-Mobile").
- 2. I am authorized to make this affidavit in support of T-Mobile's Application for Designation as an Eligible Telecommunications Carrier before the Public Utility Commission of Oregon.
- 2. T-Mobile will use the universal support it receives only for the provision, maintenance, and upgrading facilities and services for which the support is intended, in accordance with Section 254(e) of the Telecommunications Act of 1996.

DATED: December 2, 2010. H. Skip Cornett

*H. Skip Cornett*  
\_\_\_\_\_  
Vice President, Tax  
T-Mobile USA, Inc.

SUBSCRIBED AND SWORN TO before me this 2<sup>nd</sup> day of December 2010.

*Stephanie M. Phillips*  
\_\_\_\_\_  
Notary Public for Washington  
My commission expires: 6/29/2012



## Interstate Access Support (IAS)

January \_\_\_\_, 2011

**2010 - 2011**

To: Office of the Secretary  
Federal Communications Commission  
445 – 12<sup>th</sup> Street, SW  
Washington, DC 20554

**IAS**

Karen Majcher  
Vice President – High Cost and Low Income Division  
Universal Service Administrative Company  
2000 L Street, NW, Suite 200  
Washington, DC 20036

Re: CC Docket No. 96-45  
**Interstate Access Support -- IAS**  
Annual Certification Filing

This is to certify that T-Mobile USA, Inc. will use its **INTERSTATE ACCESS SUPPORT – IAS** only for the provision, maintenance and upgrading of facilities and services for which the support is intended.

I am authorized to make this certification on behalf of the company named above. This certification is for the study area(s) listed below.

<b>Company Name</b>	<b>State</b>	<b>Study Area Code</b>
T-Mobile West Corporation <sup>1</sup>	Oregon	

**Signed,**

---

H. Skip Cornett  
Vice President, Tax  
T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
425-383-4000 (tel)

Carrier's Name: T-Mobile USA, Inc.

<hr/> <p><b>Date Received</b> (For official use only)</p>
---

---

<sup>1</sup> T-Mobile West Corporation is a wholly owned subsidiary of T-Mobile USA, Inc.

**Interstate Common Line Support (ICLS)**

January \_\_\_\_, 2011

**2010 - 2011**

To: Office of the Secretary  
Federal Communications Commission  
445 – 12<sup>th</sup> Street, SW  
Washington, DC 20554

**ICLS**

Karen Majcher  
Vice President – High Cost and Low Income Division  
Universal Service Administrative Company  
2000 L Street, NW, Suite 200  
Washington, DC 20036

Re: CC Docket No. 96-45  
**Interstate Common Line Support -- ICLS**  
Annual Certification Filing

This is to certify that T-Mobile USA, Inc. will use its **INTERSTATE COMMON LINE SUPPORT – ICLS** only for the provision, maintenance and upgrading of facilities and services for which the support is intended.

I am authorized to make this certification on behalf of the company named above. This certification is for the study area(s) listed below.

<b>Company Name</b>	<b>State</b>	<b>Study Area Code</b>
T-Mobile West Corporation <sup>1</sup>	Oregon	

**Signed,**

\_\_\_\_\_  
H. Skip Cornett  
Vice President, Tax  
T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
425-383-4000 (tel)

Carrier’s Name: T-Mobile USA, Inc.

<p>_____</p> <p><b>Date Received</b> (For official use only)</p>
--

<sup>1</sup> T-Mobile West Corporation is a wholly owned subsidiary of T-Mobile USA, Inc.

**EXHIBIT 8 IS CONFIDENTIAL  
AND IS PROVIDED UNDER  
SEPARATE COVER**



# Universal Service Notice

T-Mobile offers several different rate plans that include all of the following services supported by the federal universal service fund: voice grade access; local usage in varying amounts; dual tone multi-frequency signaling or its functional equivalent; single-party service or its functional equivalent; access to emergency services; access to operator services; access to interexchange service; access to directory assistance; and, for Lifeline subscribers, toll limitation. T-Mobile customers also may be eligible to receive reduced rate service at \$6.49 per month plus applicable taxes and fees under the Lifeline program if they satisfy applicable criteria. Individuals should contact Department of Social Services, Social Security, or Housing Authority/ Section 8 to determine if they qualify for Lifeline service. Lifeline service, including toll blocking at no additional charge, is only available in certain areas. For more information about T-Mobile's Lifeline offering, call USLifeline directly at 800-866-2453.

See brochure and **T-Mobile's Terms and Conditions (including arbitration provision)** at [T-Mobile.com](http://T-Mobile.com) for rate plan information, changes for features and services, and restrictions and details. T-Mobile and the magenta color are trademarks of the Deutsche Telecom AG. stick together is a trademark of T-Mobile USA, Inc. © 2009 T-Mobile USA, Inc

**T · · Mobile ·**



# Lifeline Notice

**Check to see if you qualify for discounted monthly wireless service.**

## Save money with Lifeline

T-Mobile® customers in Washington may be eligible to receive discounted wireless telecommunications service of \$6.49 per month (or \$1 per month for qualifying residents of federally recognized tribal lands) under the Lifeline program and a one-time reduced activation fee under the Link Up program.

## Qualifying for Lifeline and/or Link Up

In Washington, customers may qualify for Lifeline and/or Link Up assistance if they are currently eligible to receive benefits from any of the following assistance programs:

- Medicaid
- Food Stamps
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (including Section 8)
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program's free lunch program (must qualify for free lunch)
- Temporary Assistance for Needy Families (TANF)

Additionally, residents of Washington might qualify for Lifeline and/or Link Up if their total household income does not exceed 135% of the Federal Poverty Guidelines.

You must complete a T-Mobile Lifeline and Link Up application form for your state in order to receive Lifeline and/or Link Up benefits.

Customers who are also residents of federally recognized tribal lands may qualify for Lifeline/Link Up assistance under the assistance programs listed or if they are currently eligible to receive benefits from any of the following assistance programs:

- Bureau of Indian Affairs General Assistance
- Tribal Temporary Assistance for Needy Families (TTANF)
- Head Start (must satisfy income-qualifying standard)

## Additional Information & Signing Up

For additional information or to sign up for T-Mobile's Lifeline and Link Up offerings call USLifeline at 1-800-937-8997.

T-Mobile currently offers Lifeline/Link Up service only in areas where the company has Eligible Telecommunications Carrier status.

You may find more information about Lifeline and other wireless services available from T-Mobile USA, Inc. at [www.T-Mobile.com](http://www.T-Mobile.com).



**EXHIBIT 10 IS CONFIDENTIAL  
AND IS PROVIDED UNDER  
SEPARATE COVER**

**Steve Largent**  
President/CEO

June 22, 2010

REC'D JUL 08 2010

Ms. Susan Hacker  
Director of Legal Affairs &  
Associate General Counsel  
Sales & Distribution  
T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

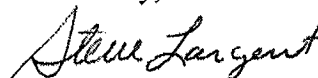
Dear Susan:

Congratulations! This letter is to notify you that T-Mobile USA ("T-Mobile") has completed the recertification process for the CTIA Consumer Code for Wireless Service ("Voluntary Consumer Code") for the period January 1, 2010 – December 31, 2010, and is deemed compliant with the principles, disclosures and practices set forth in the Voluntary Consumer Code. Accordingly, T-Mobile is authorized to use and display the CTIA Seal of Wireless Quality/Consumer Information, subject to the terms and conditions set forth in the attached License Agreement.

Please ensure that the relevant employees of T-Mobile review the License Agreement before using the Seal. Use of the Seal constitutes acceptance of these terms and conditions. Upon request, we will provide two specimens (color and black/white) of the Seal for T-Mobile's use on its website or collateral materials. If you should have any questions concerning the recertification process or use of the Seal, please contact Andrea Williams, CTIA's Vice President of Law and Assistant General Counsel, at (202) 736-3215 or [awilliams@ctia.org](mailto:awilliams@ctia.org).

CTIA commends T-Mobile for its ongoing leadership and participation in the CTIA Voluntary Consumer Code, and we look forward to continuing to work with T-Mobile on this important industry initiative.

Sincerely,

  
Steve Largent

Attachment

cc: Robert Dotson  
Dave Miller



## T-Mobile Privacy Policy

Effective: November 10, 2009

T-Mobile USA, Inc. ("T-Mobile") is committed to protecting the privacy and security of your personal information. This Privacy Policy ("Policy") describes the personal information we may collect about you, how we may use it, when we may disclose it, how we safeguard it, and how you may access it and control its use in connection with our marketing communications. The policy also provides other important privacy information and describes when and how we may change this policy and how to contact us with any questions or comments.

### COLLECTION, USE, DISCLOSURE, AND SECURITY OF PERSONAL INFORMATION

#### Personal Information

This policy applies to personally identifiable information ("personal information"), which is information that we directly associate with a specific person or entity (for example, name; addresses; telephone numbers; social security number; call records; wireless device location). Personal information does not include "anonymous" or "aggregate" information – neither of which are associated with a specific person or entity.

#### Collection of Personal Information

We collect personal information about you when you use our services or otherwise interact with us. Such information includes:

- **Information you provide.** We collect personal information when you sign up for and use our services, and when you e-mail, call, or otherwise communicate with us. For example, we may collect personal contact, billing, and credit information when you sign up for voice or data services or purchase other products or services. We may also collect personal information when you call or e-mail our customer service representatives, enter information on our Web sites, submit survey responses, pay for service, or submit a job application or résumé. If you provide personal information to us in connection with a co-sponsored Web site, this policy will apply to our use of the information and the co-sponsor's policy will apply to their use of the information.
- **Information automatically collected.** We automatically collect certain information, some of which may be associated with personal information, whenever you use our services or Web sites. For example, our systems capture details about the type and location of wireless device(s) you use, calls and text messages you send and receive, and other data services you use (for example your ringtone purchases). When your computer Web browser or other communication device (including phone, PDA, @Home router, etc.) accesses our Web sites or wireless device pages (T-Mobile wireless Web pages designed for access by wireless device browsers), we automatically receive certain information, such as your IP address, browser type, date and time, and the Web page you visited before visiting our site. Our network also automatically captures necessary routing information when you use our services to access the Internet at a T-Mobile HotSpot or from your wireless device.
- **Information from other sources.** We may also obtain personal information about you from other sources. For example, we may receive credit information from third-party sources before initiating your service or in connection with employment reviews, and we may obtain updated address information from our shippers or other vendors. We may also purchase personal information (for example, e-mail lists, postal mail lists, demographic and marketing data) from others.

#### Use of Personal Information

We use personal information for a variety of business purposes, including for example, to complete transactions and bill for products and services; verify your identity; respond to your requests for service or assistance; anticipate and resolve actual and potential problems with our products and services; create and improve products and services; suggest additional or different products or services; make internal business decisions about current and future offers; provide personalized service and user experiences; and protect our rights and property. If you submit a job application or résumé, we use personal information to communicate with you and, subject to applicable law, evaluate your qualifications for employment. We may also use personal information to contact you about T-Mobile or third-party products, services, and offers that we believe you will find of interest. We may contact you by telephone, postal mail, e-mail, or other methods. You may opt-out of receiving marketing communications from us at any time as outlined below in Choices Regarding Use of Your Information.

#### Disclosure of Personal Information

We do not sell, rent, or otherwise provide your personal information to unaffiliated third-parties (parties outside the T-Mobile corporate family) to market their services or products to you. We may, however, disclose your personal information to unaffiliated third-parties as follows:

- **With your consent.** We may disclose personal information about you to third-parties with your consent. We may obtain your consent in several ways, such as in writing; online, through "click-through" agreements; orally, including through interactive voice response; or when your consent is part of this policy or the terms and conditions pursuant to which we provide you service. Your consent is sometimes implicit. For example, if you purchase a product and ask

that it be shipped to your home, you implicitly consent to our disclosure of your name and address to a third-party shipping company to complete delivery.

- **To the primary account holder.** We may disclose personal information of an account user to the primary account holder (the party financially responsible for the account). If a business, governmental agency, or other individual obtains service for you, that entity or individual is our customer, and we may provide personal information about you or your use of the service to them or others at their direction. When you are the primary account holder, but you receive special or discounted pricing, terms, or other benefits through another party's agreement with us (for example, an employee discount), we may provide enough personal information to that party to verify your initial and continuing eligibility for benefits under their agreement with us and to calculate any associated discounts.
- **Transaction processing.** We may disclose personal information to third-parties who complete transactions or perform services on our behalf (for example, billing, shipping, customer service, and marketing), transactions on your behalf (for example, verification of your account information at your request to some third-party business), or transfers related to your service (for example, number portability). We typically restrict by contract the manner in which these third-parties may use and disclose personal information about you without your consent.
- **Third-party services.** Your personal information may be disclosed when the use of our services allow you to take advantage of services and products offered by other companies. For example, if you are roaming on the network of another carrier, your wireless telephone number, the numbers you dial, and other information about your usage will be available to that carrier to facilitate that service.
- **Business transfers.** We may disclose personal information as part of a corporate business transaction, such as a merger or acquisition, joint venture, corporate reorganization, financing, or sale of company assets, or in the unlikely event of insolvency, bankruptcy, or receivership, in which personal information could be transferred to third-parties as a business asset in the transaction.
- **Legal process & protection of T-Mobile and others.** We may disclose personal information or communications where we believe in good faith such disclosure is necessary to comply with the law or respond to legal process (for example, lawful subpoena, court order, E-9-1-1 information); to enforce or apply agreements; to initiate, render, bill, and collect for services and products; to protect our rights or property; in connection with claims, disputes, or litigation; to protect users of our services and other carriers or providers from fraudulent, abusive, or unlawful use of, or subscription to, such services; to facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to a local, state, or federal government; or if we determine disclosure is necessary in an emergency situation.

#### **Security and Retention of Personal Information**

We use a variety of physical, electronic, and procedural safeguards to protect personal information from unauthorized access, use, or disclosure while it is under our control. For instance, when you provide sensitive information (such as credit card numbers) to our Web sites, we use transmission encryption technologies like Secure Socket Layer (SSL). Although we cannot guarantee that loss, misuse, or alteration of your personal information will not occur, we strive to prevent such occurrences.

Our practices and procedures are designed to limit personal information access to those T-Mobile employees and agents with a legitimate need to access such information. T-Mobile employees are bound by confidentiality obligations and our Code of Conduct, which obligate them to protect the confidentiality of our customers' personal information. Violations subject employees to disciplinary action, up to and including termination.

We retain personal information for as long as we have a business need or as applicable laws, regulations, or government orders require. When we dispose of personal information, we use reasonable procedures to erase or render it unreadable (for example, shredding documents and wiping electronic media). We will make reasonable attempts to notify you if we determine that a security breach involving your personal information has occurred and creates a risk of identity theft or service disruption, or as otherwise required by law.

#### **Access and Choice**

##### **Access to Your Information**

You may access and modify your contact information by visiting [my.t-mobile.com](http://my.t-mobile.com) or a T-Mobile retail store, or by contacting Customer Service. We will make good faith efforts to resolve requests to correct inaccurate information except where the request is unreasonable, requires disproportionate technical effort or expense, jeopardizes the privacy of others, or would be impractical.

##### **Choices Regarding Use of Your Information**

We want to provide you with meaningful choices regarding our marketing communications and you may choose to limit or opt-out of certain communications from T-Mobile at any time. While you may elect not to receive marketing information from us, if you subscribe to our services or buy our products, you will continue to receive invoices, customer-service and transactional notices, and similar communications.

- If you are a T-Mobile customer and you manage your account online, you can change your marketing preferences by logging into your [my.t-mobile.com](http://my.t-mobile.com) profile;
- If you are a T-Mobile customer but do not manage your account online, you can change your marketing preference by completing our customer opt-out form;

- If you are not a T-Mobile customer and would like to opt-out of marketing communications from T-Mobile, you can do so by completing our non-customer opt-out form; and
- You may also manage your marketing preferences by contacting Customer Service when you dial 611 from your T-Mobile phone or 1-877-453-1304 from any phone, or, with respect to marketing e-mails, by following the "unsubscribe" instructions on any marketing e-mail we send you.

Not all marketing communications you receive on your device are sent or authorized by T-Mobile. When you provide your mobile number or other contact information to others, you may receive unwanted calls, text messages, or e-mails on your device. We take steps to reduce unsolicited advertising, but we cannot block all such advertisements or unwanted communications.

## OTHER PRIVACY INFORMATION

### Caller ID Blocking

When you use T-Mobile communications services, your name and telephone number may be transmitted and displayed on the receiving party's communications device and/or phone bill unless you block that information, which you can generally do by dialing \*67 prior to dialing the called party's number. Refer to the specific instructions for your communication device regarding Caller ID Blocking. Caller ID Blocking does not prevent the display of your information when you dial certain business numbers, including 911, 900 numbers, or toll-free numbers.

### Children

We do not solicit children to purchase our services or products. If, however, you authorize a child to use our services or products by providing them a device associated with your T-Mobile account, any personal information associated with such use will be treated as your information in accordance with this policy. Our Web sites are not designed to attract children under the age of 13 and we do not intentionally or knowingly collect personal information on our sites from anyone under the age of 13. We encourage parents to be involved in the online activities (including wireless Internet browsing) of their children to ensure that no information is collected from a child without parental permission. We may offer Web Guard or similar security features designed to allow the customer to implement restrictions to adult orientated content, but such features are not foolproof.

### Consumer Code for Wireless Service

We follow the Consumer Code for Wireless Service established by the Cellular Telecommunications & Internet Association ("CTIA"). As such, we strive to help customers understand their bills, receive quality service, and make informed choices. In particular, as part of the Consumer Code, we conform our information practices under this policy to meet the requirements of applicable federal and state laws and regulations.

### Cookies, Web Beacons, and Similar Technologies

We may use cookies (small data text files placed on your computer or device) or similar technologies to identify the computer or device and record your preferences and other data so that our Web sites can personalize your visit(s). We may also use information collected from cookies to improve our sites, make recommendations, and complete transactions you request. You may be able to set your browser(s) to reject cookies or delete cookies, but that may result in the loss of some functionality on our sites. We may also use Web beacons (small graphic images on a Web page or an HTML e-mail) to monitor interaction with our Web sites or e-mails. Web beacons are generally invisible because they are very small (only 1-by-1 pixel) and the same color as the background of the Web page or e-mail message. If we combine or link cookie or Web beacon information with personal information, we will treat the combined or linked information as personal information under this policy. We may employ third-parties to place advertisements about our products and services on other Web sites. The use of cookies, Web beacons, or similar technologies by such third-parties is subject to their privacy policies – not this policy.

### Customer Proprietary Network Information (CPNI)

Customer Proprietary Network Information, or "CPNI", is a form of personal information that is generated in connection with the telecommunications services we provide to you. CPNI includes, for example, call details, call location information, and certain information about your rate plans and features. CPNI does not include your name, address, and phone number. Under federal law, you have a right, and we have a duty, to protect the confidentiality of CPNI and we have adopted policies and procedures designed to ensure compliance with those rules. We won't intentionally disclose your CPNI to third-parties without your permission, except as allowed under FCC rules, applicable law, or explained in this policy. However, you may designate other "authorized users" (for example, a spouse) to access and manage your account information, including CPNI.

We provide password protected online access to your account information through my.t-mobile.com. For multi-line accounts, the primary account holder is authorized to access online account information for all the devices on the account. Other users may generally access online account information related only to their respective device (for example, if a parent provides a device to their child, the child may access online information about that device – including CPNI). The primary account holder, however, may designate additional or more limited access rights for other users.

### Customer Service Monitoring

We may monitor and record phone calls, e-mails, or other communications between you and our Customer Service representatives or other employees for training and quality assurance purposes and to review specific transaction requests.

### Directories

We do not publish directories of our customers' wireless numbers. Nor will we provide or make such numbers available to third-parties for listing in their public directories, without the customer's prior consent.



#### **Financial Products and Services**

If T-Mobile provides you a financial product or service (for example, an installment loan for a mobile device), we have an obligation under federal law to provide you notice of how your personal financial information will be treated. Please refer to T-Mobile's Financial Privacy Policy for details.

#### **Forums and Chat Rooms**

If you use or link to a public forum, bulletin board, chat room, or social network on or from a T-Mobile Web site, be aware that any personal information you submit can be read, collected, or used by other users of these forums, including to send you unsolicited messages. We are not responsible for access to or use of personal information you choose to submit or share with others.

#### **Location-Based Services**

Our network detects your device's approximate location whenever it is turned on (subject to coverage limitations). This location technology makes the routing of wireless communications possible and is also the basis for providing enhanced emergency 9-1-1 service, which permits us to provide your general location to a public safety answering point, emergency medical service provider, or emergency dispatch provider. We may also use this technology to disclose, without a user's consent, the approximate location of a wireless device to a governmental entity or law enforcement authority when we are served with lawful process or reasonably believe there is an emergency involving risk of death or serious physical harm.

With your consent, we may also provide location-based services or provide third-parties access to approximate location information so they may provide such services to you. You should carefully review the specific T-Mobile terms and conditions applicable to your use of location-based services for any special privacy implications or rules. You should also carefully review the privacy policies and other terms of third-parties with whom you have authorized the sharing of your location information, and you should consider the risks involved in disclosing your location information to other people. Where a wireless device user requests that their location information be revealed to other persons (through a T-Mobile application or a third-party application you place on your device), the wireless device user will be provided options for managing when and how such information should be shared (except in the case of certain parental controls or similar services associated with enterprise or multi-line accounts, which may be managed solely by the primary account holder or their designee). T-Mobile follows the CTIA's Best Practices Guidelines for Location-Based Services

#### **Network Information Storage**

Some devices may automatically upload to T-Mobile network servers information you have stored on the device and/or SIM card in order to facilitate specific functions. For instance, some devices back-up your address book. You may choose to disable such uploads but this may affect functionality of the device or your services. Refer to instructions for your device and service for details or contact Customer Service for more information. We may also provide you the ability to upload other information from your device to T-Mobile network servers. For instance, you may have the option to upload pictures, recordings, calendars, tasks, or notes. Uploaded information will not be used by T-Mobile for purposes other than as disclosed in connection with those services, this Privacy Policy, or applicable Terms and Conditions, and will not be shared with third-parties for their use, without your prior consent.

Services and functionality offered through certain devices are provided in conjunction with other entities. As a result, personal information from your devices may be uploaded and stored on their servers. For instance, T-Mobile Sidekick® services are provided in conjunction with Danger, Inc., and personal information from your device is stored on the Danger® servers. Similarly, BlackBerry® service is provided in conjunction with Research in Motion (RIM), and personal information from your device is stored on the BlackBerry Enterprise Servers™. Their specific terms and conditions, terms of use, and privacy policies apply to those services.

#### **Other Governing Terms**

This policy does not modify or alter any applicable agreement you have with T-Mobile. For example, our Terms of Use govern your use of our Web sites. Additionally, if you use our products or use or subscribe to our services, our T-Mobile Terms and Conditions, one or more applicable service agreements, and certain other terms may apply to your use, purchase, or subscription. If this policy conflicts with any portion of those terms and agreements, those terms and agreements govern to the extent of the inconsistency.

#### **Protecting Your Own Personal Information**

You play an important role in ensuring the security of personal information, including protecting against unauthorized access to your device. Many devices store information both in the phone and on the SIM card. Therefore, before discarding, trading in, or giving away your device, be sure you remove and retain your SIM card and follow the manufacturer's instructions for deleting personal information or other data on the device. (This can be found in your owner's manual or on the manufacturer's Web site.) If you provide a third-party access to your device, you should understand that personal information will remain on the device and may be accessible, deleted, altered, or transferred to another device or our network servers by the person using the device, and that we will treat that user as you for purposes of this policy.

We encourage you to use passwords to prevent unauthorized access to your device, your online account, and your voicemail. You may also establish an optional password to identify yourself during calls with our Customer Service representatives. We recommend that you use unique, non-obvious passwords, that you periodically change your passwords, and that you not share your passwords with others. Notify us immediately if you believe your device has been lost or stolen or if you believe your personal information has been accessed without your consent.

#### **Third-Party Applications for Your Devices**

When you install third-party applications (for example, programs, widgets, etc.) on your device, you may give your consent for the third party to access certain information you have stored on your device (for example your contact list). You may also give your consent for the third party to access information stored on T-Mobile's network to facilitate the application's functions (for example, you may consent to third-party access to your location information – see Location Based Services). In either case, the manner in

which such third-parties may use, share, or disclose such information is governed by their terms and conditions and their privacy policy – not this policy.

**Wireless Communications Security**

We cannot guarantee that your communications using our services or devices will be private or secure. Although it is illegal for unauthorized persons to intercept or access your communications or information, such interceptions or access can occur.

**POLICY UPDATES AND CONTACT INFORMATION**

**Changes to This Policy**

We may update this policy if we materially change our practices or if legal or regulatory changes require it. If we decide to use or disclose personal information in a way that is materially different from that which was stated in this policy at the time the personal information was collected, we will notify you by posting notice of the change on our Web site's home page for at least 30 days before we implement that change and will give you an opportunity to opt-out of the proposed use or disclosure of previously collected personal information. You should refer to this policy often for the latest information and the effective date of any changes.

**How to Contact Us**

If you have any questions or comments about this policy or about T-Mobile's privacy practices, please call Customer Service at 611 (from a T-Mobile phone) or 1-877-453-1304 (from any phone) or send an e-mail message to [privacy@t-mobile.com](mailto:privacy@t-mobile.com). You may also direct your privacy-related comments or questions to the address below:

T-Mobile USA, Inc.  
Attn: Principal Privacy Officer  
12920 SE 38th Street  
Bellevue, Washington 98006

T-Mobile.com: © 2002-2010 T-Mobile USA, Inc.

<http://www.t-mobile.com/Company/website/privacypolicy.aspx>

Date

Marlene H. Dortch  
Office of the Secretary  
Federal Communications Commission  
445 - 12<sup>th</sup> Street, SW  
Washington, DC 20554

Karen Majcher  
Vice President, High Cost & Low Income Division  
Universal Service Administrative Company  
2000 L Street, NW, Suite 200  
Washington, DC 20036

**RE: Certification of Rural and Non-Rural High-Cost Support for T-Mobile West Corporation Pursuant to 47 C.F.R Sections 54.313-314, CC Docket Nos. 96-45 and 00-256**

Ms. Dortch and Ms. Majcher:

The Public Utility Commission of Oregon designated T-Mobile West Corporation (T-Mobile) as an Eligible Telecommunications Carrier (ETC) in Oregon in Docket \_\_\_\_\_ effective [date]. Based upon data supplied by the company, this letter is to certify T-Mobile's use of federal high cost support from [date of the designation order] to [end of program year], pursuant to sections 54.313 and 54.314 of the FCC's rules.

The Public Utility Commission of Oregon certifies that all federal high cost support provided to T-Mobile West Corporation will be used only for the provision, maintenance, and upgrading of facilities and services for which the support is intended, consistent with section 254(e) of the Communications Act.

Enclosed is a list of wire centers for which T-Mobile is designated as an ETC by the Public Utility Commission of Oregon.

Sincerely,

Encl.

# McDowell Rackner & Gibson PC



AMIE JAMIESON  
Direct (503) 595-3927  
amie@mcd-law.com

December 8, 2010

## VIA ELECTRONIC FILING

PUC Filing Center  
Public Utility Commission of Oregon  
PO Box 2148  
Salem, OR 97308-2148

**Re: Docket UM \_\_\_\_\_ - T-Mobile West Corporation's Application for Designation as an Eligible Telecommunications Carrier and Request for Supplemental Certification on Use of Funds**

Enclosed for filing please find the following documents:

1. Application of T-Mobile West Corporation for Designation as an Eligible Telecommunications Carrier and Request for Supplemental Certification on Use of Funds
2. T-Mobile's Motion for Standard Protective Order.

Very truly yours,

Amie Jamieson

Enclosures

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BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON

UM \_\_\_\_\_

In the Matter of T-Mobile West  
Corporation's Application for Designation as  
an Eligible Telecommunications Carrier.

**MOTION FOR STANDARD  
PROTECTIVE ORDER**

Pursuant to OAR 860-001-0080(1), T-Mobile West Corporation ("T-Mobile" or "Company") moves for entry of the Public Utility Commission of Oregon's ("Commission") standard protective order in this proceeding. As good cause for this motion, T-Mobile states:

1. The Commission's rules authorize T-Mobile to seek reasonable restrictions on discovery of trade secrets and other confidential business information. See OAR 860-001-0080(3) (adopting Oregon Rules of Civil Procedure ("ORCP")); ORCP 36(C)(7) (providing protection against unrestricted discovery of "trade secrets or other confidential research, development, or commercial information"). See also *In re Investigation into the Cost of Providing Telecommunication Service*, Docket UM 351, Order No. 91-500 (1991) (recognizing that protective orders are a reasonable means to protect "the rights of a party to trade secrets and other confidential commercial information" and "to facilitate the communication of information between litigants").

2. Concurrently with this Motion for Standard Protective Order, the Company has filed an Application for Designation as an Eligible Telecommunications Carrier ("Application") in this docket.

3. T-Mobile wishes to file its five-year network improvement plan in support of its Application. See *In re Investigation to Establish Requirements for Initial Designation and Recertification of Telecommunications Carriers Eligible to Receive Federal Universal Service Support*, Docket UM 1217, Order No. 06-292, Appendix A at 2 (June 13, 2006).

1 That plan contains proprietary expenditures data and projections. As referenced in the  
2 Application, T-Mobile plans to file other confidential exhibits containing proprietary  
3 information in support of its Application. T-Mobile will be exposed to competitive injury if it is  
4 forced to make unrestricted disclosure of its confidential business information.


5 4. Issuance of a protective order will facilitate the production of relevant  
6 information, aid the discovery process, and expedite resolution of this case.

7 For the foregoing reasons, T-Mobile requests entry of the Commission's standard  
8 protective order in this docket.

9 DATED: December 8, 2010.

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MCDOWELL RACKNER & GIBSON PC



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Lisa F. Rackner  
Amie Jamieson

Attorneys for T-Mobile

**T-MOBILE**

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