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Exhibit No.: _____
Hearing Date: _____
Witness: G. Michael Sievert
ALJ: Karl Bemederfer
Commissioner: Clifford Rechtschaffen

SUPPLEMENTAL TESTIMONY OF G. MICHAEL SIEVERT

ON BEHALF OF JOINT APPLICANTS

NOVEMBER 7, 2019

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1 **I. WITNESS IDENTIFICATION**

2
3 **Q: Please state your name and position.**

4 **A.** My name is G. Michael (“Mike”) Sievert. I am the President and Chief
5 Operating Officer (“COO”) for T-Mobile US, Inc. (“T-Mobile”). My business address
6 is 12920 SE 38th Street, Bellevue, WA 98006.

7
8 **Q: Please describe your professional qualifications and experience.**

9 **A.** I previously submitted rebuttal testimony (“Rebuttal Testimony”), dated
10 January 29, 2019, corrected and reserved on February 4, 2019 (Hearing Ex. Jt Appl. 2-
11 C) and appeared as a witness at the hearing on February 5, 2019. My professional
12 qualifications and experience are summarized in Joint Applicants Ex. Jt Appl.-2C.

13
14 **II. PURPOSE OF SUPPLEMENTAL TESTIMONY**

15
16 **Q: What is the purpose of your Supplemental Testimony?**

17 **A.** The purpose of my Supplemental Testimony is to respond to the eight additional
18 questions in the Assigned Commissioner’s Amended Scoping Ruling dated October 24,
19 2019.

20
21 **Q: Does your Supplemental Testimony address network-related or spectrum-related matters**
22 **included in those questions?**

23 **A.** No it does not. Neville Ray, the Chief Technology Officer of T-Mobile USA
24 will address the network-related and spectrum-related issues in his Supplemental
25 Testimony.

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1 **Q: Please summarize your Supplemental Testimony.**

2 **A.** The DOJ and FCC Commitments,¹ include a number of requirements, the vast
3 majority of which only reinforce my existing testimony. For example, the FCC
4 Commitments reinforce my testimony regarding New T-Mobile’s pricing commitment
5 (a commitment which is also memorialized in the CETF MOU)² and New T-Mobile’s
6 in-home broadband service offering. The DOJ Commitments reinforce my testimony
7 regarding the continuation of the companies’ MVNO agreements. Like the CETF
8 MOU, the FCC Commitments also provide a mechanism to verify these commitments
9 (through specified reporting, etc.) and to make them enforceable.

10 However the divestiture of the Sprint prepaid business (excluding Assurance
11 Wireless) included in those commitments requires two updates and modifications to my
12 testimony, one about Boost’s brand and retail footprint and a second regarding the
13 company’s pricing commitment. These updates are a necessary consequence of the fact
14 that the Sprint prepaid business will no longer be a part of New T-Mobile as it will be
15 divested to DISH. (Questions 1, 2 and 5).

16

¹ The FCC Commitments are set forth in an ex parte filed with the Federal Communications Commission (“FCC”) on May 20, 2019 in connection with that agency’s review of the Transaction (the “FCC Commitments”). The DOJ Commitments are set forth in the Proposed Final Judgment (“PFJ”) and the Stipulation & Order filed by the U.S. Department of Justice in the U.S. District Court for the District of Columbia on July 26, 2019 (the “DOJ Commitments”). The Asset Purchase Agreement among T-Mobile, Sprint Corporation and Dish Network Corporation (“DISH”) dated July 26, 2019 (the “Asset Purchase Agreement”) also sets forth various contractual terms among the parties regarding the divestiture of the Sprint prepaid assets to DISH. I understand that each of these documents has been filed in the record of this proceeding, and I am incorporating each of them by reference herein.

See Amended Joint Application for Review of Wireless Transfer Notification per Commission Decision 95-10-032 (“Amended Wireless Notification”) (September 19, 2019) at §XVI. *See also id.* at Exhibit P (PFJ), Exhibit Q (Stipulation and Order), Exhibit R (Asset Purchase Agreement), and Confidential Exhibit S (FCC Commitments).

² The “CETF MOU” refers to the “Memorandum of Understanding between the California Emerging Technology Fund and T-Mobile USA, Inc. which was executed after the hearings in February. *See* Amended Wireless Notification, Confidential Exhibit U (CETF MOU). I understand that the CETF MOU has also been admitted into the record of this proceeding and I am incorporating it by reference herein.

1 Neither the FCC nor DOJ Commitments negatively impact, decrease, or detract
2 from the benefits that the New-T-Mobile 5G network will bring to California or to our
3 current and post-merger consumers in the state (Question 7). Nor do either of these
4 federal commitments change any of the terms contained in the CETF MOU (Question
5 2), with the limited exception of necessary conforming changes to the Company's
6 pricing commitment that reflect the divestiture.

7
8 **Q: Was this Supplemental Testimony prepared by you or under your direction and do**
9 **are the responses you have provided true and correct and complete to the best of your**
10 **knowledge?**

11
12 **A.** Yes, this Supplemental Testimony was prepared by me or under my direction and the
13 responses I have provided are true and correct and complete to the best of my knowledge. I have
14 attached a declaration to that effect to confirm the same. See Attachment A.

15
16 **III. AMENDED SCOPING RULING – QUESTION NO. 1, CHANGES TO REBUTTAL**
17 **TESTIMONY**

18 **Q: The first question identified in the Amended Scoping Ruling is “What changes are required to**
19 **previously submitted written or oral witness testimony resulting from Sprint, T-Mobile or Dish**
20 **Network entering into the DOJ and FCC Commitments?” Can you please respond?**

21 **A.** Yes. The impact of the DOJ and FCC Commitments with respect to my prior testimony
22 is discussed below in response to Question 2 (re impacts on CETF MOU) and Question 5 (re
23 divestiture of prepaid businesses). Aside from those items, I have no other changes to my
24 previously submitted testimony. In addition, I have conformed my prior testimony to correct
25 statements that are no longer in light of the DOJ and FCC Commitments. The Supplemental
26 Testimony is intended to reflect the impact, if any, of those commitments on my prior testimony
27 and the CETF MOU, and is not repeated in the attached redlines.³

28
29

³ See Attachments B (redline of Rebuttal Testimony) and C (redline of hearing transcript).

1 **Q. If there is any portion of your prior testimony that is not addressed in this Supplemental**
2 **Testimony, is it safe to assume that there are no changes to that portion of the prior testimony?**

3 **A.** Yes. In this Supplemental Testimony, I am only addressing those limited aspects of my prior
4 testimony which have changed as a result of the post-hearing commitments. If I do not comment on a
5 particular aspect of my prior testimony, it stands as submitted at the time of the hearing in February.

6
7 **IV. AMENDED SCOPING RULING – QUESTION NO. 2, IMPACT OF DOJ AND FCC**
8 **COMMITMENTS ON CETF MOU**
9

10 **Q. The second question identified in the Amended Scoping Ruling is what changes are**
11 **required to the terms of the CETF MOU “resulting from Sprint, T-Mobile or Dish**
12 **Network entering into the DOJ and FCC Commitments?” Can you respond?**

13 **A.** The DOJ and the FCC Commitments require a conforming change to the terms of the
14 pricing commitment in the CETF MOU. With that one change, the terms of the CETF MOU
15 remain fully intact and T-Mobile stands behind every commitment memorialized in that MOU.

16
17 **Q: Aside from the buildout and network-related commitments in the CETF MOU**
18 **being addressed by Mr. Ray in his Supplemental Testimony, can you please summarize the**
19 **other general areas covered by the CETF MOU?**

20 **A.** Yes. The CETF MOU also includes commitments in four general areas (i) pricing; (ii)
21 continuation of LifeLine; (iii) new LifeLine and low-income adoptions; and (iv) investments in
22 digital inclusion.⁴

23
24 **Q. Can you please summarize the non-network-related commitments in the FCC and**
25 **DOJ Commitments?**

26 **A.** The FCC Commitments include commitments relating to pricing, divestiture of the Boost
27 business, and the Altice MVNO agreement.⁵ The DOJ commitments address the (i) divestiture
28 of the Sprint prepaid customers (excluding Assurance Wireless) to DISH; (ii) hiring of Sprint
29 prepaid personnel by DISH; (iii) divestiture of certain retail store locations to DISH; and (iv) an

⁴ See Amended Wireless Notification, Confidential Exhibit U (CETF MOU).

⁵ See Amended Wireless Notification, Confidential Exhibit S (FCC Commitments) at 5-7.

1 MVNO agreement for DISH and continuation of existing T-Mobile and Sprint MVNO
2 agreements.⁶

3
4 **Q. For each of the DOJ and FCC commitment areas you just listed – other than the**
5 **provision related to the MVNO agreement which is separately addressed below-- I will ask you to**
6 **explain how they affect your prior testimony in certain areas and whether any of them adversely**
7 **impact any of the benefits of the merger you described or the CETF MOU. Would you do that?**

8 **A.** Yes. I will address each below.

9

10 ➤ *Divestiture of Sprint's Prepaid Assets (excluding Assurance Wireless) to DISH*

11

12 - **Pricing Commitments**

13

14 **Q: Does the divestiture of Sprint's prepaid assets (excluding Assurance Wireless) to**
15 **DISH impact the pricing commitment in the CETF MOU or your prior testimony**
16 **regarding New T-Mobile's pricing commitment?**

17 **A.** Yes. Neither my testimony regarding New T-Mobile's pricing commitment,⁷ nor the
18 CETF MOU provision formalizing that pricing commitment,⁸ reflected the post-merger
19 divestiture of the Sprint prepaid business per the FCC and DOJ Commitments as those
20 commitments post-dated both the testimony and the CETF MOU. After the divestiture, the
21 pricing for the divested Sprint prepaid business will be a matter for DISH, not T-Mobile, to
22 determine. Accordingly, my testimony regarding the pricing commitment now covers the Boost,
23 Virgin Mobile (less Assurance Wireless) and Sprint prepaid plans only until those businesses are
24 divested and are no longer owned by New T-Mobile. That is also consistent with the FCC
25 commitment as updated.⁹

⁶ See Amended Wireless Notification, Exhibit P (PFJ).

⁷ Hearing Tr. at 387:4-388:9 (Sievert Cross).

⁸ Amended Wireless Notification, Confidential Exhibit U (CETF MOU), Section I.

⁹ See Amended Wireless Notification, Confidential Exhibit S (FCC Commitments) at 6. See also Letter from Nancy Victory, Counsel, T-Mobile US, Inc., to Marlene H. Dortch, Secretary, FCC, WT Docket No. 18-197 (filed September 13, 2019) (modifying the FCC pricing commitment to reflect the DISH divestiture in the PFJ). A copy of that Ex Parte is included with this testimony as Attachment D.

1 **- Boost Brand and Retail Footprints**
2

3 **Q: Does the divestiture of Sprint’s prepaid assets (excluding Assurance Wireless) to DISH**
4 **impact the CETF MOU or your prior testimony with respect to the Boost brand or its retail**
5 **footprint?**

6 **A.** The CETF MOU does not address the Boost Brand or its retail footprint so the divestiture
7 has no impact on the MOU in that regard. I previously testified, however, that – with respect to
8 Boost Mobile (“Boost”) and MetroPCS – T-Mobile has “no plans to change those brands” or
9 their retail footprints.¹⁰ In light of the DOJ Commitments, the assets of Boost, along with those
10 of Virgin Mobile (not including Assurance Wireless) and Sprint-branded prepaid services, will
11 now be divested to DISH post-merger.¹¹ Thus, my prior testimony about the post-merger plans
12 for Boost no longer reflects the current situation as future decisions about Boost as well as its
13 retail footprint will be made by DISH.
14

15 **- Lifeline**
16

17 **Q: Does the divestiture of Sprint’s prepaid assets (excluding Assurance Wireless) to DISH**
18 **impact New T-Mobile’s commitment under the CETF MOU to LifeLine or any LifeLine**
19 **customers or your prior testimony in this case?**

20 **A.** No. The divestiture to DISH of the Sprint prepaid customers has no impact on the CETF
21 MOU provision regarding LifeLine or on my testimony regarding LifeLine. All of Sprint’s
22 LifeLine customers are served by Assurance Wireless. Those customers are **not** being
23 transferred to DISH. Accordingly those customers will stay with New T-Mobile, and we will
24 continue to provide them LifeLine service. Moreover, under the CETF MOU we have
25 affirmative obligations to (i) continue to offer LifeLine services indefinitely in California; (ii)
26 continue to offer LifeLine services in California to both current and new eligible customers for
27 free and under terms and conditions no less favorable than those offered by Assurance Wireless

¹⁰ Hearing Tr. at 370:18-23 and 371:4-7 (Sievert Cross).

¹¹ In the interim, those commitments require both T-Mobile and Sprint to maintain those prepaid brands and, post-divestiture, require T-Mobile to offer substantial transition services to DISH to facilitate the continued and seamless operation of these brands. *See, e.g.*, Amended Wireless Notification, Exhibit P (PFJ) at IV.A.

1 as of the date of close; and (iii) grow that customer base.¹² As I noted above, we stand by all of
2 our commitments.

3
4 **Q: What about the Boost customers participating in the Commission’s pilot under
5 Commission Decision 19-04-021; how will they be impacted by the divestiture of Boost to DISH?**

6 **A.** First, it is important to emphasize that these customers are not LifeLine customers. The
7 Commission expressly created the Boost pilot program as an experimental program separate and
8 apart from the LifeLine program. So the divestiture of Boost customers will have no impact on
9 the LifeLine program.

10 Second, in terms of the impact on Boost pilot customers, we continue to stand behind our
11 commitment – which we made independent of the CETF MOU or the DOJ and FCC
12 Commitments – that if the Commission wishes, New T-Mobile would be willing to step-up and
13 become a pilot participant.¹³ Whether DISH is willing or eligible to also be a program
14 participant is not something I can speak to. In addition, I understand that the pilot program is the
15 subject of a separate proceeding here at the Commission.

16
17 ➤ *Hiring of Sprint’s Prepaid Asset Personnel*

18
19 **Q: The DOJ Commitments provide DISH with the right to offer jobs to Sprint’s Prepaid
20 Asset Personnel and require New T-Mobile to facilitate that hiring process in the transition of
21 employees.¹⁴ How does this commitment impact the CETF MOU or your prior testimony?**

22 **A.** The DOJ Commitments with respect to DISH’s right to offer jobs to Sprint’s Prepaid
23 Asset Personnel have no impact on the CETF MOU as it did not address jobs. My prior
24 testimony, however, made references to a potential no net job losses commitment in California.¹⁵
25 This commitment was formally memorialized in Joint Applicants’ Opening Brief.¹⁶ Under the

¹² Amended Wireless Notification, Confidential Exhibit U (CETF MOU) at §§ II and III.

¹³ Amended Wireless Notification at 46, n.128.

¹⁴ Amended Wireless Notification, Exhibit P (PFJ) at § IV.A.2

¹⁵ See e.g., Hearing Ex. 2-C at 4:8-12; 38:10:15; see also Hearing Tr. at (Sievert Cross) 284:3-285:7.

¹⁶ See e.g., Opening Brief at §§ VII.A and B; see also Confidential Exhibit U (CETF MOU) at §§ II and III.

1 DOJ Commitments, DISH has the right to offer jobs to Sprint’s Prepaid Asset Personnel
2 (consistent with employee rights and employment laws).¹⁷ Nonetheless, New T-Mobile will
3 honor its commitment that the total number of New T-Mobile employees in California three
4 years after the close will be equal to, or greater than, the current total number of Sprint
5 (including postpaid and prepaid as of the close) and T-Mobile employees in California.¹⁸
6

7 **Q: You also testified that New T-Mobile would offer every *retail employee* a job. Has this**
8 **commitment changed as a result of the divestiture of the prepaid business to DISH?**

9 **A.** Not at all. We continue to plan to offer jobs to all Sprint retail store employees.
10 None of the Sprint Prepaid Asset Personnel referred to in my prior answer are retail
11 store employees; the Boost retail business is largely supported by indirect dealers and
12 Virgin Mobile has no retail stores.¹⁹
13
14

¹⁷ See Amended Wireless Notification, Exhibit P (PFJ) at § IV.A. See also *id.* at § II.M (“Prepaid Assets Personnel’ means all employees whose jobs currently focus on the support of prepaid assets or whose jobs have previously focused on supporting the prepaid assets at any time between January 1, 2016 and the date on which the Prepaid Assets are divested to the acquirer. Prepaid Assets Personnel shall include no fewer than 400 current employees of the Divesting Defendants, which shall include employees involved in sales management, marketing management, distribution support, sales support, and finance.”). *Id.* at § II.L (“Prepaid assets” is specifically defined *to exclude* the Assurance Wireless business.).

¹⁸ I recognize that the testimony varies from the statement included in the Amended Wireless Application in which we indicated that for purposes of this no net job loss commitment, the divested Sprint prepaid employees would no longer be included in the base as of the close. See *e.g.* Amended Wireless Notification, Exhibit N (Testimony – Post-Hearing Commitments). Upon further reflection, we stand by our initial commitment as noted above with the full understanding and expectation that it would be made enforceable by the Commission.

¹⁹ See Hearing Tr. at 688:3-9 (Draper Cross).

1 **Q: You also previously testified that the business plan anticipates an increase in**
2 **indirect employees.²⁰ Is that still the case?**

3 **A.** Yes. We continue to anticipate an increase in the indirect employees who support the T-
4 Mobile, Sprint postpaid and Assurance Wireless businesses. I cannot speak to the indirect
5 employees who will support the Boost brand; post-divestiture that will be up to DISH.

6
7 **➤ *Divestiture of Certain Retail Store Locations to DISH***
8

9 **Q: Under the DOJ Commitments, New T-Mobile is required to make available to DISH a**
10 **minimum of 400 retail locations decommissioned within 5 years of closing the divestiture of the**
11 **Sprint prepaid businesses.²¹ How does the divestiture of these retail locations impact the CETF**
12 **MOU, your testimony and New T-Mobile's ability to conduct business in the state?**

13 **A.** Not at all. The CETF MOU does not address retail stores and my prior testimony
14 explained how we were planning to close redundant or collocated Sprint stores.²² It is these
15 retail locations which we will make available to DISH under the DOJ commitments. Giving
16 DISH access to the retail locations that we are planning to close will not impact in any way our
17 ability to continue to serve our customers.

18
19 **Q: Do you know how many of those retail locations will be in California or have any details**
20 **you can share about particular store closures in California?**

21 **A.** No final decisions have been made; we are still reviewing data and information.
22

23 **Q: You also testified about T-Mobile's plans to open a certain number of new stores in**
24 **California which would be located to serve small towns and rural communities.²³ Will that**
25 **testimony change in light of the divestiture of the Boost business?**

26 **A.** No. My testimony and our plans to open new stores in California remain the same.

²⁰ Hearing Tr. at 353:19-24 (Sievert Cross).

²¹ See Amended Wireless Notification, Exhibit P (PJF) at § IV.D.

²² See Hearing Tr. at 283:3-23 (Sievert Cross) and 354:19-25 (Sievert Cross).

²³ Hearing Ex. Jt Appl. 2-C at 16:23-25; see also Hearing Tr. at 360:6-8 (Sievert Cross).

1 **V. AMENDED SCOPING RULING – QUESTION NO. 3, DISH’S CALIFORNIA**
2 **OBLIGATIONS**

3
4 **Q. The Amended Scoping Ruling also asks “What are Dish Network’s California service**
5 **obligations?” Do you have any comment?**

6 **A.** I am not in a position to offer testimony on what DISH’s obligations or plans for
7 California include or even if it has such obligations. I am aware that DISH has made
8 various commitments regarding the deployment of a 5G service and as part of those
9 commitments, to serve specified percentages of each of its license areas, including
10 those in California.²⁴ I am also aware, as I discuss below, that under the DOJ
11 Commitments and the Asset Purchase Agreement, T-Mobile is obligated to divest
12 certain assets to DISH, to make other assets available to DISH and to provide transition
13 services and support on a nationwide basis, including in California.

14
15 **VI. AMENDED SCOPING RULING – QUESTION NO. 4, IMPACT OF SPECTRUM**
16 **DIVESTITURE ON NEW T-MOBILE’S 4G NETWORK AND PLANNED 5G**
17 **NETWORK**

18
19 **Q. The fourth question identified by the Amended Scoping Ruling asks, “How does the**
20 **proposed transfer of spectrum to Dish Network impact the quality and extent of New T-**
21 **Mobile’s existing 4G network and its planned 6G [sic] network?” Please explain and**
22 **please assume that the reference to “6G” was intended as a reference to “5G”.**

23 **A.** The proposed transfer of spectrum to DISH has no impact on the quality or the extent of our
24 existing network or our planned 5G network in any way at all. This is a topic that Mr. Ray discusses
25 more extensively in his Supplemental Testimony.

26

²⁴ See Amended Wireless Notification, Confidential Exhibit T (DISH July 26, 2019 Ex Parte to FCC).

1 **VII. AMENDED SCOPING RULING – QUESTION NO. 5, IMPACT OF DIVESTITURE**
2 **ON CURRENT SPRINT PREPAID CUSTOMERS**
3

4 **Q. The fifth question identified in the Amended Scoping Ruling asks: “How does the**
5 **divestiture of Sprint, Boost and Virgin prepaid businesses impact California customers**
6 **who are currently receiving services from one or another of these providers?” How do you**
7 **respond?**

8 **A.** As part of the divestiture, those customers who are Sprint prepaid customers in California
9 (not including Assurance Wireless customers) will become DISH customers and will, at DISH’s
10 option, be receiving service on the New T-Mobile network as a result of the 7-year MVNO
11 provided for in the DOJ Commitments.²⁵ Under the DOJ and FCC commitments, T-Mobile is
12 required to take a number of actions to facilitate that transition and to provide ongoing support to
13 DISH. For example, T-Mobile is obligated to “take all actions required” to enable DISH to
14 provision any new or existing customer holding a compatible device onto the network.²⁶ The
15 DOJ Commitments also require New T-Mobile to treat DISH’s customers fairly and in a non-
16 discriminatory manner and to use its reasonable best efforts to provide all operational support
17 required for the DISH customers to use the New T-Mobile network.²⁷ Also, at DISH’s option,
18 New T-Mobile will offer extensive transition services – at cost – with respect to such issues as
19 billing, customer care, SIM Care procurement, and device provisioning.²⁸ I otherwise have no
20 information on DISH’s plans for those customers. That said, by definition, those customers, like
21 all prepaid customers, have no long-term service agreements and thus have the ability to avail
22 themselves of other competitive services if they so choose. This includes, but is not limited to,
23 the ability to return as a customer of New T-Mobile with all the attendant benefits we are
24 bringing to California as set forth in this proceeding.²⁹ Mr. Ray also discusses this issue in his
25 Supplemental Testimony.
26

²⁵ See Amended Wireless Notification, Exhibit P (PFJ) at § VI.A.

²⁶ Amended Wireless Notification, Exhibit P (PFJ) at §§ IV.A. and B.

²⁷ *Id.* at § VI.B.

²⁸ See *id.* at § IV. A.4.

1 **Q. Will the transfer of Sprint’s prepaid customers to DISH impact New T-Mobile’s**
2 **commitment to its remaining prepaid customers or its ability to serve those customers?**

3 **A.** Certainly not. New T-Mobile will continue to be committed to serving customers who
4 want prepaid wireless options and considers serving those customers to be a central part of our
5 competitive strategy. Moreover, we will continue to have the resources and experience to do so
6 notwithstanding the divestiture of the Sprint prepaid assets to DISH. Metro is one of the leading
7 providers of prepaid wireless plans in California (and across the nation), and we have the
8 personnel, infrastructure and commitment to continue that leading role.³⁰

9
10 **VIII. AMENDED SCOPING RULING – QUESTION NO. 6, IMPACT OF DISH MVNO**
11 **AGREEMENT ON NEW T-MOBILE’S 4G AND PLANNED 5G NETWORK**
12

13 **Q The sixth question in the Amended Scoping Ruling provides “How does the**
14 **requirement that New T-Mobile make its network available to Dish Network for up to**
15 **seven years impact the quality and extent of New T-Mobile’s existing 4G network and its**
16 **planned 6G [sic] network?” Can you respond? Please assume that the reference to “6G”**
17 **was intended as a reference to “5G”.**

18 **A.** There is no impact on the quality and extent of New T-Mobile’s existing 4G network and
19 its planned 5G network. Mr. Ray discusses this in his Supplemental Testimony as this is a
20 network-related topic.

21
22 **Q: How do the DOJ Commitments requiring you to offer DISH an MVNO agreement**
23 **for seven years and also to extend the terms of certain other MVNO agreements³¹ affect**
24 **your testimony and the benefits of the merger to which you testified?**

25 **A.** My prior testimony already reflected T-Mobile’s commitment to honor existing MVNO
26 agreements,³² but did not reflect the specific requirements in the DOJ Commitments vis-à-vis
27 DISH and other MVNOs and in the FCC Commitments regarding Altice. These commitments
28 will not in any way affect the benefits of the merger to which I testified. As I previously

³⁰ See e.g., Hearing Jt Appl. 4-C (Keys Rebuttal Testimony) at 5:14-20.

³¹ See Amended Wireless Notification, Exhibit P (PJF) at §§ VI and VII.

³² See Hearing Ex. Jt Appl. 2-C at 45:1-5.

1 explained, with its massively increased network capacity, New T-Mobile will have an increased
2 incentive to work with MVNOs to put subscribers on New T-Mobile's network and thereby
3 maximize the return on investment in its network.³³ The DOJ Commitments add some
4 specificity to our prior MVNO commitments but do not alter our plans to aggressively compete
5 in the MVNO market or detract from our prior commitment to honor existing agreements. As
6 Mr. Ray previously explained in his testimony, and reiterates in his Supplemental Testimony,
7 New T-Mobile will have sufficient capacity to support DISH and the other MVNOs.

8
9 **IX. AMENDED SCOPING RULING – QUESTION NO. 7, OTHER IMPACTS OF THE**
10 **DOJ OR FCC COMMITMENTS ON BENEFITS OF MERGER TO CALIFORNIA**
11 **CUSTOMERS**

12
13 **Q. The seventh question identified in the Amended Scoping Ruling asks “In what other**
14 **ways, if any, could the DOJ and FCC commitments change the benefits that applicants**
15 **have claimed California customers will receive from the proposed transaction? Do you**
16 **have any comment?**

17 **A.** Except as noted in this Supplemental Testimony, I am not aware of any changes the DOJ
18 or FCC Commitments will have, or could have, on the non- network-related benefits, or any
19 other benefits, that we have set forth in the course of this proceeding. Mr. Ray discusses the
20 impact of those commitments on the network-related benefits in his Supplemental Testimony.

21

³³ See Hearing Ex. Jt Appl. 2-C at 44:21-26.

1 **X. AMENDED SCOPING RULING – QUESTION NO. 8, CALIFORNIA-SPECIFIC**
2 **VERSION OF FCC COMMITMENTS**
3

4 **Q. The eighth and final question identified in the Amended Scoping Ruling asks “With**
5 **reference to the Network and In-Home Commitments set forth for New T-Mobile’s**
6 **Nationwide 5G Network Deployment at pages 1-3 of Attachment 1,³⁴ provide all of the**
7 **same information in the same format as contained in Sections I, II and III of Attachment 1,**
8 **specifying the commitments for deployment in California rather than nationwide.” Is that**
9 **something you can provide?**

10 A. Mr. Ray addresses this issue in his Supplemental Testimony; I have nothing to
11 add.
12

13 **XI. CONCLUSION**
14

15 **Q: In sum, you describe two revisions to your prior testimony and/or to the CETF MOU**
16 **commitments that are warranted as a result of the divestiture of the Sprint prepaid business**
17 **(excluding Assurance Wireless) to DISH – one related to the pricing commitment and one related**
18 **to your prior statement about the Boost brand post-merger. Are there any other changes in the**
19 **company’s California commitments, or your prior testimony, required as a result of the DOJ or**
20 **FCC Commitments or any subsequent developments?**

21 A. No. The company remains fully committed to all of the nearly 50 commitments that it has
22 made as part of this proceeding.³⁵ Moreover, the company has requested and continues to request that
23 those commitments be memorialized in the decision adopted in this proceeding with the understanding
24 that they would then be made enforceable by the Commission.
25

³⁴ Per the Amended Scoping Ruling, “Attachment 1” means Attachment 1 to the May 20, 2019 Applications of T-Mobile US, Inc. and Sprint Corporation for Consent to Transfer Control of Licenses and Authorizations; WT Docket No. 18-197 to Marlene H. Dortch, Secretary, Federal Communications Commission.

The May 20, 2019 filing referenced, however, was not an application but an ex parte filing that is otherwise attached as Confidential Exhibit S (FCC Commitments) to the Amended Wireless Notification.

³⁵ See Joint Applicants Wireless Reply Brief, Appendix 1.

1 **Q: Does this conclude your Supplemental Testimony?**

2 **A.** Yes, it does.

Attachment Index

Attachment A	Declaration of G. Michael Sievert
Attachment B	Redlined Excerpts from Hearing Ex. Jt. Appl. 2-C, Rebuttal Testimony of G. Michael Sievert
Attachment C	Redlined Excerpts from February 5, 2019 Hearing Testimony of G. Michael Sievert
Attachment D	Letter from Nancy Victory, Counsel, T-Mobile US, Inc., to Marlene H. Dortch, Secretary, FCC, WT Docket No. 18-197 (filed September 13, 2019)

Attachment A

Declaration of G. Michael Sievert

DECLARATION

I, G. Michael Sievert, have reviewed the responses to the questions posed in the Supplemental Testimony attached hereto as Exhibit A and declare under penalty of perjury under the laws of the State of California that the responses to the questions posed are true and correct to the best of my knowledge, information and belief, and if called to testify thereon I am prepared to do so.

Dated: November 7, 2019

_____/s/_____
G. Michael Sievert

Attachment B

Redlined Excerpts from Hearing Ex. Jt. Appl. 2-C, Rebuttal
Testimony of G. Michael Sievert

1
2
3 **I. TRANSACTION**

4 **Q: Please describe the transaction contemplated by this merger.**

5 **A:** The merger will be accomplished pursuant to the Business Combination Agreement
6 between T-Mobile US, Inc., T-Mobile USA, Inc.’s direct 100 percent parent, and Sprint
7 Corporation dated April 29, 2018 (the “Business Combination Agreement”) by which Sprint,
8 and all of Sprint’s subsidiaries—including Sprint Spectrum L.P. (U-3062-C), Virgin Mobile
9 USA, L.P. (“the Sprint Wireless CA Entities”), and Sprint Communications—will become
10 wholly-owned indirect subsidiaries of T-Mobile.¹ The actual transaction is more involved than
11 what I am describing and it is explained in greater detail in the Wireless Notification.

12 **Q: What has been decided concerning New T-Mobile leadership and management?**

13 **A:** As noted briefly above, John Legere, CEO of T-Mobile, will be the CEO of New T-
14 Mobile. I will serve as President and COO of New T-Mobile. The Board of Directors of New
15 T-Mobile will be comprised of 14 members. Pursuant to the Business Combination Agreement,
16 Deutsche Telekom will designate 9 directors (at least 2 of whom will be independent). SoftBank
17 will designate 4 directors (at least 2 of whom will be independent).² The remaining director will
18 be Mr. Legere. Existing T-Mobile Chairman and Deutsche Telekom CEO, Tim Hötting, has
19 been designated to serve as Chairman of the Board.

20
21 **Q: What is the business reason for T-Mobile wanting or needing a merger with Sprint?**

¹ Although there is no change to the Business Combination Agreement, per the the Proposed Final Judgment and the Stipulation & Order filed by the U.S. Department of Justice in the U.S. District Court for the District of Columbia on July 26, 2019, as well as the Asset Purchase Agreement among T-Mobile, Sprint Corporation and Dish Network Corporation (“DISH”) entered on that same date, the assets of the Sprint prepaid brands, including Boost Mobile, Virgin Mobile (not including the prepaid customers of Assurance Wireless Lifeline, Shenandoah Telecommunications and Swiftel Communications) and Sprint-branded prepaid, will be divested to DISH after the consummation of the Transaction consistent with the timeframes established in those commitments.

² It is currently contemplated that Masayoshi Son, current SoftBank Chairman and CEO, and Marcelo Claure, current SoftBank Chief Operating Officer and Sprint Executive Chairman, will serve on the Board of the new company as SoftBank designees.

Attachment C

Redlined Excerpts from February 5, 2019 Hearing
Testimony of G. Michael Sievert

1 of the merger.

2 Do you see that?

3 A I see that.

4 Q So I'm a little confused, I think,
5 after this data response. It sounds like you
6 did modeling, which may or may not be in the
7 record about store closings. But here it says
8 that T-Mobile is still evaluating store
9 locations.

10 So can you please clarify whether it
11 is your testimony that you have estimated the
12 store closings or whether you are still
13 evaluating the store closings?

14 A These statements are with respect --
15 both the ones that you just asked me about
16 are with respect to the prepaid stores where
17 primarily prepaid brands like MetroPCS ~~and~~
18 ~~Boost~~ operate. And we have no plans to change
19 ~~these~~ MetroPCS brands ~~or that~~ ~~ese~~ retail
20 footprint ~~e~~ in any way.

21 Q Okay.

22 A As we pointed out in the prior
23 exhibit you just asked me about. I'm not
24 sure what this one on page 6 refers to. But
25 it may refer to general ongoing management
26 of our businesses. There are always changes
27 every year. At MetroPCS we change and move
28 around some years hundreds of stores. We

1 have 10,000 MetroPCS stores nationwide. So it may
2 be a reference to the ongoing general management
3 of the business.

4 However, when it comes to MetroPCS ~~and~~
5 ~~Boost~~, we have no plans to change ~~those that~~
6 brands. Nor to change the retail footprints of
7 ~~thate~~ brands whatsoever.

8 ~~Q Okay. So it's your testimony that New~~
9 ~~T-Mobile will not combine nearby MetroPCS and~~
10 ~~Boost stores as a result of the merger?~~

11 ~~A That is correct.]~~

12 Q Great. Thank you. That's all --
13 actually, I apologize. I have one more
14 question.

15 This is the same exhibit that I
16 handed out, T-Mobile responses to CWA data
17 requests, page 10, second paragraph -- I
18 guess third from the bottom. Subject two
19 and, "Without waiving objections." It
20 starts. Here you provide the number of T-
21 Mobile and service partner call centers and
22 staff. Do you see that?

23 A I see it.

24 Q Is this a global number?

25 A Yes.

26 Q Do you know how many of these
27 centers and staff are located overseas?

28 A Not specifically. But the majority

Commented [JA1]: Note to parties: in light of the DOJ Commitments regarding the divestiture of Sprint prepaid, the underlying testimony has changed. See Amended Joint Application for Review of Wireless Transfer Notification per Commission Decision 95-10-032 (September 19, 2019) at XVI.A.

Attachment D

Letter from Nancy Victory, Counsel, T-Mobile US, Inc., to
Marlene H. Dortch, Secretary, FCC, WT Docket No. 18-197
(filed September 13, 2019)



DLA Piper LLP (US)
500 Eighth Street, NW
Washington, DC 20004
www.dlapiper.com

Nancy Victory
nancy.victory@dlapiper.com
T 202.799.4216
F 202.799.5616

September 13, 2019

VIA ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, DC 20554

Re: Applications of T-Mobile US, Inc. and Sprint Corporation for Consent to Transfer Control of Licenses and Authorizations; WT Docket No. 18-197

Dear Ms. Dortch:

Pursuant to Section 1.1206(b) of the Commission's Rules, 47 C.F.R. § 1.1206(b), notice is hereby provided of oral *ex parte* presentations in the above-referenced docket. On September 11-13, 2019, Daniel Culley of Cleary Gottlieb Steen & Hamilton LLP and the undersigned, on behalf of T-Mobile US, Inc. ("T-Mobile") had telephone calls with Will Adams, Legal Advisor to Commissioner Brendan Carr, to respond questions from Mr. Adams. During the calls, the representatives of T-Mobile discussed several issues addressed in the Applicants' previous submissions regarding their network and economic modeling.

In addition, T-Mobile hereby submits a written *ex parte* presentation in the above-referenced docket pursuant to Section 1.1206(b) of the Commission's Rules, 47 C.F.R. § 1.1206(b). On May 20, 2019, T-Mobile and Sprint Corporation ("Sprint") submitted proposed commitments, which included reconfirming their prior commitment to make available the same or better rate plans as those offered by T-Mobile or Sprint as of February 4, 2019 for three years following the merger. In doing so, the Applicants noted that "[i]n light of the proposed Boost divestiture, the commitment will cover the Boost plans only until Boost is divested."¹ Since that submission, the Applicants entered into an agreement with the Department of Justice that requires the divestiture of the Virgin Mobile and Sprint prepaid businesses, as well as the Boost business.² Accordingly, in light of these additional proposed divestitures, the pricing commitment will cover the Boost, Virgin Mobile and Sprint prepaid plans only until the Boost, Virgin Mobile and Sprint prepaid businesses are divested and no longer owned by New T-Mobile.

¹ Letter from Nancy Victory, Counsel for T-Mobile, and Regina Keeney, Counsel for Sprint, to Marlene H. Dortch, Secretary, Federal Communications Commission, WT Docket No. 18-197 at 6 (May 20, 2019).

² [Proposed] Final Judgment, United States v. Deutsche Telekom AG, Case No. 19-cv-02232 (D.D.C.), Dkt. No. 2, available at <https://www.justice.gov/opa/press-release/file/1187706/download>.



Ms. Marlene H. Dortch
September 13, 2019
Page 2

Please direct any questions regarding the foregoing to the undersigned.

Respectfully submitted,

DLA Piper LLP (US)

/s/ Nancy Victory

Nancy Victory
Partner

cc: Will Adams
Kathy Harris
Linda Ray
Catherine Matraves
Jim Bird
David Krech