

APPENDIX B
Revisions to Rules for In-Language Support to Limited English Proficient (LEP) Telecommunications Consumers

<p>Rule I. When In-Language Rules Apply</p>	<p>I.A. Applicability. Telecommunications carriers (“Carriers”) that market telecommunications services, features or rate plans (“Services”) in a non-English language shall be subject to these In-Language Support Rules (“Language Rules”).</p> <p>I.B. Exemptions from Language Rules. These Language Rules do not apply to: (1) carriers’ services to wholesale or business customers; or (2) to wireless services provided through either prepaid/pay-in-advance methods or month-to-month contracts (“exempt services”).</p>
<p>Rule II. Marketing In-Language Definition</p>	<p>II.A. Marketing In-Language Definition. Marketing In-Language is defined as “a carrier-initiated and carrier-approved communication in a non-English language that are: (1) intended to induce a customer to purchase non-exempt telecommunications service(s); and (2) that are either (a) in writing; (b) publicly broadcast (e.g. television, radio or Internet) or made available through print media, (c) or conveyed orally through a carrier-initiated and carrier-approved contact, such as outbound telemarketing or door-to-door sales.”</p> <p>II.B. Exclusions. This Marketing In-Language definition shall exclude: (1) in-language communications that are incidental to English language telemarketing or door-to-door marketing; (2) individual conversations between sales representatives and customers or potential customers; (3) conversations between customer service representatives and consumers during consumer-initiated calls and follow up calls related thereto; (4) “image” or “brand” advertising, which may name the carrier and the non-exempt service(s), but does not include terms, prices or specific information about non-exempt services; and (5) communications in a non English language that involve only the sale of telecommunications equipment (e.g. handsets) with no service component.</p> <p>II.C. Geographic Scope. The geographic scope of a carrier’s in-language obligation is limited to the in-language advertising area. If an individual reseller, dealer or agent conducts in-language marketing at a particular location, in-language obligations are triggered only for the location (e.g. store, kiosk) that does so.</p> <p>II.D. Unauthorized In-Language Marketing. Unauthorized In-Language Marketing occurs when a carrier’s dealer, agent or employee engages in the activities described above as “Marketing In-Language” without the approval or authorization of the carrier. A carrier that becomes aware of unauthorized in-language marketing by their dealers, agents or employees shall take corrective action within 30 days with such dealers, agents or employees, and shall document the corrective action taken to prevent further unauthorized in-language marketing.</p>
<p>Rule III. Language(s) Required</p>	<p>Language(s) Required. Any non-English language in which a carrier markets its non-exempt services in accordance with the Marketing In-Language Definition set forth above.</p>
<p>Rule IV. In-Language Customer Services</p>	<p>IV.A. Customer Service Requirement. During its normal business hours, carriers marketing non-exempt services in a non-English language shall provide access to live, person-to-person customer service over the telephone in the language(s) in which the carrier markets its non-exempt services. A carrier may provide in-person customer</p>

<p>Required</p>	<p>service, in addition to telephonic customer service, if a carrier chooses to do so.</p> <p>IV.B. Telephonic Customer Service Option. Carriers shall provide telephonic in-language customer service using either: (1) a customer service representative fluent in the language(s) in which the carrier markets its non-exempt service; or (2) through a third-party interpreter service, such as Language Line.</p>
<p>Rule V. In-Language Information Required</p>	<p>V.A. Information Required. In addition to the In-language Customer Services requirement in Rule IV, carriers, dealers or agents marketing a carrier's non-exempt services in a non-English language shall make available one or more of the following:</p> <ol style="list-style-type: none"> 1. A translation of the contract in the language in which the carrier markets its non-exempt services; or 2. A summary of the customer's transaction in the language(s) in which the carrier markets its non-exempt services (In-Language Confirmation Summary); or, 3. A summary of the customer's transaction in English (English Confirmation Summary) so long as the carrier, dealer, or its agent provides the customer with instructions on how to access the translation or interpretation of that English Confirmation Summary into the language(s) in which the carrier markets its non-exempt services. Carriers shall provide access to required information using at least one of the following methods: <ol style="list-style-type: none"> (a) Carriers may provide oral translation/interpretation through in-person or telephone customer service. (b) Carriers may use an interactive voice response (IVR) system to make required information available to LEP consumers orally over the telephone in the language(s) in which the carrier markets its non-exempt services. Carriers shall make a toll free phone number for the IVR system available at retail outlets, including those of dealers and agents, where non-exempt services are marketed in-language. (c) Carriers may make required information available to LEP consumers in writing in the language(s) in which the carrier markets its non-exempt service, with the option to provide this information at the point-of-sale, by U.S. Mail, text messages or email if the customer is able to receive text messages or email. (d) Carriers may make the required information available through a website in the language(s) in which the carrier markets its non-exempt service. This website option may only be used if access to the website is available and offered to the LEP consumer at point of sale at the location of the carrier, dealer or agent. (e) Carriers may make required information available through use of "guides" in the language(s) in which the carrier markets its service. This in-language guide shall provide guidance to the LEP consumer to understand the English language version of the document(s) (e.g. "Line 1 is the name of the rate plan, the monthly price, and how many peak and non peak minutes of use are provided under the plan. Line 2 is the term of the rate plan, if any. Line 3 shows any early termination fee if you terminate your plan earlier than the term show in Line 2. Line 4 is the ULTS monthly surcharge." etc.). This in-language guide shall be provided concurrently with the English-language document(s). <p>V.B. Confirmation Summary Definition. A "Confirmation Summary" is defined as a summary of the transaction entered into by the carrier and the customer, showing the name of the service carrier, its contact information, and a brief description of the telecommunications services or wireless carrier calling plan(s) purchased by the customer, including pricing, term, and any early termination fee. This information may be conveyed in more than one document.</p> <p>V.C. Access to Commission mandated Notices and Disclosures. Carriers are</p>

	<p>required to provide access to Commission-mandated notices and disclosures relating to regulated telecommunications services in the language(s) in which the carrier markets its non-exempt services. This access may be provided by website, IVR or other written document(s) sent to the customer via U.S. mail, email, or text message, if the customer has the latter two methods of contact information on file with the carrier in the normal course of business. If the required Commission notice is unrelated to the transaction initiating service, the notice shall be given in the same general time frame to in-language customers as notices in English are given to customers.</p> <p><u>Carriers shall provide their limited English proficient customers upon initiation of service and annually thereafter a notice in the non-English language(s) in which they market non-exempt services directing customers to the Commission's CalPhoneInfo website for information about ways to protect against fraud. Carriers may use any of the methods specified in Rule VA(3) to provide this notice.</u></p> <p>V.D. Online Exception. If the customer interacts with a carrier marketing in language solely by ordering service on a website and manages the account online where communications are primarily by email, the carrier may satisfy the in-language obligations by providing required in-language information on a publicly available website. Any carrier doing business in this manner as to services must still comply with Rule IV as to In-Language Customer Service obligations.</p>
<p>Rule VI. Schedule for Providing Required Information</p>	<p>VI.A. Non-exempt Services sold under contract. Required information shall be presented (made available or postmarked) at either point of sale, or no later than ten (10) calendar days after the customer's transaction, but not less than ten (10) calendar days prior to the expiration of any applicable carrier grace period to allow sufficient time for the customer to cancel the carrier's service agreement without incurring an early termination fee or penalty.</p> <p>VI.B. Non-exempt Services not sold under contract. Required information shall be presented (made available or postmarked) within ten (10) days after the transaction.</p>
<p>Rule VII. Reports Required</p>	<p><u>Carriers currently marketing in one or more non-English languages shall file a compliance report with the Commission within 60 days of the Phase II Decision. A carrier that begins marketing in one or more non-English languages after the effective date of the Phase II Decision shall file a compliance report with the Commission within 60 days after the carrier initiates marketing in a non-English language.</u></p> <p><u>The compliance report shall include a list of the languages for which a carrier has triggered the In-Language Marketing Rules, a summary of the types of in-language support that the carrier provides in the triggered language(s), and a description of how the support materials are made available to customers.</u></p>

(END OF APPENDIX B)

APPENDIX C

Revised Rules for In-Language Support to Limited English Proficient (LEP) Telecommunications Consumers

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<p>Required</p>	<p>service, in addition to telephonic customer service, if a carrier chooses to do so.</p> <p>IV.B. Telephonic Customer Service Option. Carriers shall provide telephonic in-language customer service using either: (1) a customer service representative fluent in the language(s) in which the carrier markets its non-exempt service; or (2) through a third-party interpreter service, such as Language Line.</p>
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