



**FILED**

06/20/25

10:15 AM

A2011001

# APPENDIX

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Verizon Communications Inc. (“Verizon”), TracFone Wireless, Inc. (U 4321 C) (“TracFone”), Center for Accessible Technology (“CforAT”) and The Utility Reform Network (“TURN”), each of which is sometimes referred to herein as “Party” or collectively as “Parties,” through their respective counsel, in connection with CforAT’s Petition for Modification of Decision D.21-11-030 (“Petition”) issued in A.20-11-001, which approved the Joint Application of TracFone and Verizon to transfer control of TracFone to Verizon (“Proceeding”).

WHEREAS, on October 6, 2023 CforAT filed a Petition for Modification of D.21-11-030, raising concerns about whether TracFone customers who purchase service after November 19, 2021, would receive a free device or SIM when they migrate to Verizon’s network and otherwise be cared for as set forth in Ordering Paragraph 8 of D.21-11-030;

WHEREAS, the Parties have agreed to settle all the matters arising out of or related to the Petition in their entirety;

ACCORDINGLY, the Parties hereby agree and their respective counsel agree that the following terms and conditions shall govern the settlement of issues raised in the Petition:

1. EFFECTIVE DATE

This Settlement Agreement shall become effective on the last date of full execution by the Parties subject to the Commission’s approval of a Motion to Approve the Settlement Agreement.

2. CONSIDERATION

2.1. TracFone will continue to serve post-acquisition customers on third-party networks who choose to remain TracFone customers, but who do not choose to migrate to the Verizon network, until at least December 31, 2025. Until that time, TracFone may continue to encourage such customers to migrate to the Verizon network.

2.2. At least 30 days prior to when TracFone initially provides a customer with 60 days’ notice that the customer must migrate to the Verizon network to continue service (including for networks on which the customer is receiving service being decommissioned), Verizon and TracFone shall notify CforAT’s and TURN’s representatives listed on the CPUC Service List for A.20-11-001.

2.3. If any post-acquisition TracFone customers need a SIM card or a new handset to migrate to Verizon’s network, TracFone shall contact all such customers in each such customer’s preferred language or if no preferred language has been specified by the customer, in the language of sale, to inform them of their eligibility and need to receive a SIM card or handset at no cost. This communication shall include clear instructions for how such customers will receive free equipment. Additionally, TracFone will:

2.3.1 Ensure that any text message can be read using the standard telephone accessibility features.

2.3.2 Ensure that any Verizon or TracFone website or websites providing information about migration, disconnection, or refunds affecting post-acquisition customers comply with WCAG 2.2 AA standards for web accessibility.<sup>1</sup>

2.3.3. Provide a toll-free number for customers to call if they need assistance. Customer representatives staffing the toll-free number will be capable of receiving and responding appropriately to relay calls.

2.3.4 Inform customers in the customers' preferred language or if not specified by the customer, in the language of sale, at 60 days, 30 days, and 7 days before the customer is required to migrate to the Verizon network to continue service with TracFone. TracFone will include information on how a post-acquisition customer who subscribed to a service plan lasting longer than a month (or thirty days for plans sold in thirty-day increments, rather than a month) can receive a prorated refund for services that would have terminated after the migration date (i.e., if a customer purchased a 365-day plan on day 61 before the migration).

2.4. Verizon or TracFone shall provide TracFone customers needing a SIM card or new handset to migrate over to the Verizon network (including post-acquisition customers), the handset or SIM card at no cost to the customer or the California LifeLine fund. Where 5G service is available, customers shall be offered a 5G handset at no cost.

2.5. Verizon or TracFone shall provide a free device or SIM card to all post-acquisition customers up to 30 days after a TracFone customer's service on a non-Verizon network ends or is terminated as a result of the customer declining to take action to migrate to the Verizon network.

2.6. The Parties agree that Ordering Paragraph 8 of D.21-11-030 does not apply to the group of customers who subscribe to a TracFone plan that is on a non-Verizon network after November 19, 2021.

2.7. CforAT will file in this proceeding a motion proposing that the Commission accept this settlement.

### 3. ENTIRE AGREEMENT

The Parties agree that no representations or inducements of any kind which are not contained in this Settlement Agreement have been made by either Party or their respective agents, employees, officers, directors, or attorneys, and that no matter extraneous to this

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<sup>1</sup> <https://www.w3.org/WAI/standards-guidelines/wcag/>

Settlement Agreement has been relied upon by either Party as an inducement or otherwise, either verbal or written, in entering into this Settlement Agreement.

4. GENERAL RELEASE

TURN and CforAT agree that they will not file any appeals, claims, complaints, affidavits, arbitrations or other proceedings ("Proceedings") with the California Public Utilities Commission ("Commission"), any court, arbitration forum, or with any regulatory or administrative agency with respect to the matters released in this Settlement Agreement and any such Proceedings filed, excluding any actions necessary to enforce the terms of this Settlement Agreement.

5. OTHER MATTERS

5.1. The Parties jointly indicate their understanding that this Settlement Agreement is subject to Rule 12 of the Commission's Rules of Practice and Procedure. A Rule 12 Settlement conference was noticed on June 5, 2024 and held on June 12, 2024 and all parties on the service list were invited to participate during the Settlement Conference.

5.2. This Agreement shall benefit and be binding upon the Parties hereto, their respective counsel, and each of their respective heirs, successors, assigns, affiliates, subsidiaries, and agents.

5.3. This Agreement shall be governed in accordance with the laws of the State of California.

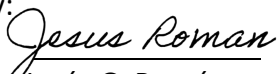
6. No Modification Except in Writing: This Settlement Agreement may not be changed, modified, or amended unless by a written instrument signed by the Parties.

7. COUNTERPARTS: This Settlement Agreement may be executed in multiple counterpart copies and/or by facsimile signature, each of which shall be deemed an original.

WHEREFORE, the undersigned counsel, each representing that he or she is fully authorized to do so, execute this Agreement on behalf of the Parties, as indicated.

**TracFone Wireless Inc. and Verizon**

**Center for Accessible Technology**

By:   
Jesús G. Román

By:   
Paul Goodman

Date: 6/14/24

Date: 06/13/2024

**The Utility Reform Network**

By: \_\_\_\_\_  
Brenda D. Villanueva

Date: \_\_\_\_\_

**The Utility Reform Network**

By: 

Brenda D. Villanueva

Date: June 14, 2024

**(END OF APPENDIX)**