

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

Alex Nguyen,

Complainant,

v.

Cellco Partnership d/b/a Verizon Wireless,

Defendants.

Proceeding Number 16-242
Bureau ID Number EB-16-MD-003

ANSWER OF CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

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Information Designation

Pursuant to Section 1.724 of the Commission's Rules (47 C.F.R. § 1.724) and the rulings set forth in the Commission's August 4, 2016 Notice of Formal Complaint ("August 4 Notice"), Celco Partnership d/b/a Verizon Wireless ("Verizon" or "Verizon Wireless") hereby answers the Formal Complaint ("Complaint") filed by Alex Nguyen ("Mr. Nguyen" or "Complainant") as follows:

SUMMARY

The Complaint alleges scattered violations of the Communications Act of 1934 and the Commission's rules and orders, based almost entirely on unverifiable, unreliable, and often factually inaccurate statements and allegations from third party blogs and websites. All of these claims lack merit. Verizon complies with the law. The Bureau should dismiss or deny the Complaint with prejudice.

To the extent any response to Complainant's "Summary" of the Complaint is necessary, Verizon either addresses the allegations contained in that Summary below or lacks knowledge or information sufficient to form a belief as to the truth of those averments. Verizon summarizes the matter as follows:

Complainant is a Verizon Wireless customer. The crux of Mr. Nguyen's allegations is that Verizon engaged in various measures designed to (i) inhibit the use of third party devices and applications on the Verizon Wireless network and (ii) promote the purchase of devices and applications directly from Verizon (or its alleged "partners"). Complainant asserts six counts against Verizon, claiming that Verizon violated 47 U.S.C. §§ 201(b) and 202(a), the Commission's C Block rules (47 C.F.R. § 27.16), and – for periods after June 12, 2015 – the

Commission's *2015 Open Internet Order*¹ and corresponding Open Internet rules (47 C.F.R. §§ 8.3, 8.5, 8.11), as well as the terms of Verizon's *2012 Consent Decree* regarding tethering and the C Block rules.² On all counts, these allegations are wrong, misstate the law, or both.

Virtually all of the allegations in the Complaint are made on information and belief, based on excerpts from third party websites and blogs, which make claims – or simply speculate or express opinions – about the conduct and intentions of Verizon or various device manufacturers and application developers. As detailed in the attached Legal Analysis, citing a string of excerpts from third party websites is not a sufficient basis to state a claim under the Commission's formal complaint rules. *See* Legal Analysis at 3-4. Indeed, many of the cited website posts relate to devices, software, or applications that Mr. Nguyen does not allege he used (or attempted to use). A number of them even predate the Commission's C Block rules (and certainly the Open Internet rules).

Mr. Nguyen does not allege that he personally experienced or was harmed by most of the alleged conduct described in the Complaint. To the contrary, very few of the allegations in the Complaint are based on Mr. Nguyen's personal experience with Verizon. He claims that he purchased a Nexus 6 smartphone from a third party that initially did not meet Verizon's technical standards and therefore at first could not be used on the Verizon network – a claim that he previously raised in an informal complaint to the Commission. As Verizon responded at the time, Mr. Nguyen was able to use his Nexus 6 on the Verizon network back in 2015, more than a

¹ Report and Order on Remand, Declaratory Ruling, and Order, *Protecting and Promoting the Open Internet*, 30 FCC Rcd 5601 (2015) ("*2015 Open Internet Order*").

² *See* Consent Decree, *Cellco Partnership d/b/a Verizon Wireless*, 27 FCC Rcd 8934 (2012) ("*2012 Consent Decree*"). The Consent Decree expired in July 2014, however, and imposed no continuing compliance or reporting obligations on Verizon after that.

year before he filed this Complaint.³ Mr. Nguyen otherwise asserts that he had monthly service with Verizon and purchased some additional devices – an iPhone 5, iPhone 5s, iPhone 6, iPad mini, and Microsoft Surface 3 – that he claims he could have purchased for less money had Verizon not engaged in wrongdoing.⁴ But that is not true. Verizon complied with the law.

Mr. Nguyen’s claims misunderstand the facts and are strewn with misconceptions about what the governing rules require. These issues primarily fall into three categories: (1) the certification of devices as safe and functional for use on Verizon’s network; (2) the preloading of software and applications onto devices that Verizon sells; and (3) Verizon’s pricing for monthly services and activation fees for customers who “bring your own device” to the Verizon network.

Device Certification. Mr. Nguyen asserts that Verizon impermissibly “blocks” or delays devices that it does not sell directly from accessing its network through a device certification process that Mr. Nguyen contends is “specious” and unnecessary. He is wrong as a matter of fact, law, and reasonable network management practices.

Verizon welcomes third party devices to its network, as both Verizon and its customers benefit when more devices can be used on the network. *See* Declaration of Vijay K. Paulrajan (“Paulrajan Decl.”) ¶ 3 (Exhibit E). Indeed, it is in Verizon’s interest to have many devices (and applications and software) available for use on its network, as that helps attract and retain customers and generates revenue for Verizon. *Id.* But, contrary to Complainant’s assertions, not all versions of mobile devices are the same, and not all devices are made or sold in a form that is compatible with the Verizon network. *See* Declaration of Christopher Schmidt (“Schmidt Decl.”) ¶ 2 (Exhibit F). Even when they bear the same model name, devices that are made for

³ *See* Exhibit 2 (Letter from Nicole R., Analyst, Verizon Wireless Executive Relations, to Sharon Bowers, FCC, and Alex Nguyen (July 27, 2015)).

⁴ *See* Complaint ¶ 271.

use on another carrier's network can have different hardware or software than devices made for use on Verizon's network. *Id.* These differences, in turn, can result in functionality or connectivity issues when trying to access the Verizon network. Accordingly, Verizon must undertake a certification process to ensure that all devices are safe for use on the Verizon network, do not cause interference with other users on the network, and can connect properly and function in a way that does not impair the customer experience. Paulrajan Decl. ¶ 6.

The Commission's rules expressly endorse Verizon's approach – indicating that any open access requirements are “subject to reasonable network management” practices (47 C.F.R. § 8.5) and stating that carriers can deny access to devices that “would not be compliant with published technical standards reasonably necessary for the management or protection of the licensee's network” (47 C.F.R. § 27.16(b)(1)). Complainant's suggestion that carriers should allow devices onto their networks “without the carrier's participation” – *i.e.*, without any carrier testing or certification process – could have potentially significant negative consequences on network performance and customer experience and has been specifically rejected by the Commission:

We emphasize that we are not requiring wireless service providers to allow the unrestricted use of *any* devices or applications on their networks. In particular, we are mindful of the risks network operators face in protecting against harmful devices and malicious software. Wireless service providers may continue to use their own certification standards and processes to approve use of devices and applications on their networks so long as those standards are confined to reasonable network management.

Second Report and Order, *Service Rules for the 698-746, 747-762 and 777-792 MHz Bands*, 22 FCC Rcd 15289, ¶ 223 (2007) (“700 MHz Second Report and Order”).

Consistent with its commitment to an open network, Verizon complies with this approach, confines its standards to reasonable network management, and does not use the certification process to hold up or unreasonably delay allowing devices onto its network. Delays may occur in some instances – but that largely depends on the manufacturer, for the legitimate

reasons discussed below. Indeed, in some cases, the manufacturer elects to delay or altogether stop the certification process of its own accord.

Nonetheless, as set forth below and in the attached Legal Analysis, Complainant has failed to allege any claim with respect to certification of devices for use on Verizon's network for which relief could be granted. Moreover, Complainant's request for relief asks the Commission to rewrite its regulations to eliminate allowances for reasonable network management and carrier certification standards and processes – something that could only be done pursuant to notice-and-comment rulemaking and cannot be accomplished through a formal complaint proceeding under 47 U.S.C. § 208. *See* Legal Analysis at 4-5.

Preloaded Applications and Software. Mr. Nguyen contends that Verizon impermissibly “blocked” specific applications and software by electing to sell devices that do not come preloaded with those applications and software. Mr. Nguyen does not identify why Verizon allegedly should have sold devices preloaded with the particular applications and software identified in the Complaint and not others. As such, it is unclear whether Mr. Nguyen believes that Verizon is required to sell devices preloaded with (i) every possible application and software; (ii) whatever applications and software he, as a customer, would prefer or otherwise happened to name in the Complaint; or (iii) whatever applications and software any given device supplier would prefer. But none of these possibilities is required. And at least the first two approaches are not even possible, given the thousands of existing applications and types of software and the varying preferences of individual customers.

The Commission's rules do not require a carrier to preload any particular application or software onto the devices it sells (or to sell devices that have any particular application or software preloaded). Indeed, there is nothing precluding a carrier from selling devices preloaded

with the software or applications of its choice, subject to the commercial arrangements it makes with its device suppliers. And, importantly, Verizon does not “block” customers from downloading and using applications or software after purchasing a device. To the extent they are available and technically compatible with the device and Verizon’s network, Verizon’s customers are free to download and use applications or software of their choice after purchase.

But it cannot possibly be (and is not) the case that a wireless carrier could be found to have violated the Commission’s rules any time a customer complains that the carrier sold a device that did not come preloaded with a particular application or software – especially if the carrier does nothing to prevent that application or software from being available to the customer after purchase.

Pricing. Mr. Nguyen claims that Verizon engaged in “discriminatory” pricing in certain circumstances by allegedly charging higher “effective” prices to customers who bring their own devices to the Verizon network than those available to customers who purchase devices from Verizon. In particular, he asserts that – under certain older Verizon price plans that are no longer available to new customers – Verizon charged customers who brought their own device a higher effective monthly service charge or higher effective fee for activating a new line of service by not extending certain promotions, discounts, or waivers to those customers. Mr. Nguyen either misunderstands or misstates the facts of those past plans.

Contrary to Complainant’s assertions, Verizon did not distinguish between customers who brought their own devices and customers who purchased a device from Verizon with respect to either the referenced monthly service charges or activation fees. Customers who brought their own devices were charged the same promotional pricing under those plans as were customers who purchased a device from Verizon – including customers who paid the full retail price of a

device upfront or who purchased a subsidized device from Verizon in connection with a two-year service agreement.

Verizon was unable to provide the monthly service discount discussed in the Complaint to those customers who attempted to bring devices that were not certified for use on the Verizon network and/or that Verizon could not identify. But that was not discrimination against customers bringing their own devices. Rather, because those particular phones were not compatible with Verizon's network and/or could not be confirmed to be smartphones certified for use on Verizon's network, Verizon's systems did not recognize them as valid smartphones eligible for the discounted line access charge pricing and therefore did not provide a discount on the associated accounts. But customers who brought their own devices that were certified and could be identified did receive the discount. Verizon did not engage in "price discrimination" by failing to give discounts to customers who used unauthorized devices on Verizon's network – which, again, could be harmful to Verizon's network and to the connectivity and experience of the millions of customers with certified devices.

As the Complaint concedes, Verizon stopped the promotion in which it waived activation fees for customers purchasing devices from Verizon and customers bringing devices alike. Similarly, Verizon also ceased offering promotional monthly service pricing under the old plans for those customers who purchased a device from Verizon in connection with a two-year service contract that had expired, or purchased a device from Verizon paying the full price upfront, or otherwise were on month-to-month agreements – including those customers who brought their own device. The monthly service discount remained available as an incentive offer only to customers financing a device purchase through Verizon.

The rules do not prevent carriers from offering promotional pricing to incentivize customers to finance devices through a particular payment plan. In any event, Verizon did not differentiate between customers who brought their own devices and those who did not. Customers who purchased devices from Verizon, but did not finance them through Verizon, paid the same amount as customers who brought their own devices.

As set forth below and in the attached Legal Analysis, Complainant has failed to state a claim for any violation of a statute or the Commission's rules or orders. The Commission therefore should dismiss or deny the Complaint with prejudice.

I. PARTIES

1. Verizon admits that Mr. Nguyen is one of its wireless customers and that he pays for wireless service from Verizon. Verizon admits that Mr. Nguyen listed his address, telephone number, and email address on the cover page of the Complaint. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averment regarding Mr. Nguyen's work as an engineer.

2. It is unclear what is meant by the use of the capitalized term "Affiliated Entities" in Paragraph 2 of the Complaint. Otherwise, Verizon admits that Cellco Partnership d/b/a Verizon Wireless is a wireless service provider headquartered at One Verizon Way in Basking Ridge, New Jersey. Verizon Wireless is an indirect wholly owned subsidiary of Verizon Communications Inc.

Verizon has, in good faith, responded to and attempted to resolve the issues raised in this Complaint before it was filed. *See* 47 C.F.R. § 1.724(h). Verizon provided responses to Mr. Nguyen's informal complaint and his notice of intent to file a formal complaint and exchanged additional correspondence with Mr. Nguyen, walking through each of the issues he raised before filing the Complaint and explaining Verizon's practices and why they did not violate any statute

or Commission rule. Based on that correspondence, Mr. Nguyen has not appeared interested in or amenable to any course other than asserting his claims before the Commission, such that further communications appeared futile.

II. BACKGROUND

A. Answer to Allegations Regarding the C Block Rules and the 2012 Consent Decree

3. Verizon admits that, in 2007, the Commission adopted rules (the “C Block rules”) requiring licensees within the Upper 700 MHz Band C Block to allow customers, device manufacturers, third party application developers, and others to use devices and applications of their choice, subject to certain conditions – including conditions related to the reasonable management of the wireless network (*i.e.*, to ensure the devices and applications comply with published technical standards and do not cause interference, jeopardize security, or otherwise harm the network). The C Block rules (47 C.F.R. § 27.16) – and the Commission order adopting them⁵ – speak for themselves.

4. Verizon denies that it “compel[s]” customers to purchase or pay fees for its Pix Messaging and Get it Now services. Verizon no longer even offers those services. Verizon admits that Paragraph 4 of the Complaint appears to quote an excerpt from a 2004 third party article reviewing the Motorola v710 phone. The article speaks for itself. Verizon has not sold the Motorola v710 phone for many years, Mr. Nguyen does not allege that he purchased this device, and both the article and the alleged conduct predate the Commission’s C Block rules. As such, these allegations do not appear to have any relevance to the current proceeding.

⁵ See 700 MHz Second Report and Order, *supra*.

5. Verizon admits that Paragraph 5 of the Complaint appears to quote excerpts from a post on a third party website regarding the Motorola v710, though cannot admit or deny whether the Complaint accurately and completely quotes the website. It is unclear whether the article is from 2004 or 2006. Verizon denies that the security issue associated with the Motorola v710 was “specious” and denies that the quoted article accurately reflected Verizon’s position on this issue. Moreover, as noted above, Verizon no longer sells this device, Mr. Nguyen does not allege that he purchased this device (and so could not have suffered any harm related to it), and both the article and the alleged conduct predate the C Block rules. As such, these allegations do not appear to have any legal or factual relevance to the current proceeding.

6. Verizon denies that “customers sued the carrier for disabling features on the Motorola v710.” In 2005, certain customers sued the company in California state court, but their claims were based on the assertion that Verizon did not accurately *disclose* that certain Bluetooth features were not supported by the Motorola v710 handset available with Verizon cellular service.⁶ In response, Verizon denied liability and maintained that its marketing materials were not deceptive and accurately informed customers of the Bluetooth profiles available for the Motorola v710 cellular handset available with Verizon service.⁷ That litigation has been resolved.⁸ Verizon admits that Paragraph 6 of the Complaint appears to accurately quote an excerpt from a 2005 Wall Street Journal article. It is unclear what is meant by Paragraph 6’s reference to a “gatekeeper,” but Verizon denies that it “acknowledged its position as gatekeeper.” Moreover, as noted above, Verizon no longer sells the Motorola v710, Mr. Nguyen

⁶ See <https://www.verizonwireless.com/b2c/footer/legalNotices/v710.jsp>.

⁷ *Id.*

⁸ *Id.*

does not allege that he purchased this device, and both the article and the alleged conduct predate the C Block rules. As such, these allegations do not appear to have any relevance to the current proceeding.

7. Verizon admits that Paragraph 7 of the Complaint appears to quote an excerpt from a 2005 post appearing on a third party website regarding the Motorola v710 and the lawsuit referenced in Paragraph 6, above. To the extent Mr. Nguyen has completely and accurately quoted the excerpt, the web posting speaks for itself. As noted above, Verizon no longer sells the Motorola v710, Mr. Nguyen does not allege that he purchased this device, the referenced lawsuit has been resolved, and both the article and the alleged conduct predate the C Block rules. As such, these allegations do not appear to have any relevance to the current proceeding.

8. Verizon denies that Paragraph 8 of the Complaint completely and accurately reflects the terms of the settlement of the lawsuit referenced in paragraph 6, above, which provided three options for customers who were members of the class and submitted valid claims. The terms of the settlement are publicly available and speak for themselves.⁹ However, as noted above, Verizon no longer sells the Motorola v710, Mr. Nguyen does not allege that he purchased this device, and both the alleged conduct and the resolution of the litigation predate the C Block rules. As such, these allegations appear to have no relevance to the current proceeding. Verizon admits that Paragraph 8 quotes a 2006 post on a third party website and that the post speaks for itself. But that post and alleged conduct predate the C Block rules, and Mr. Nguyen does not appear to allege that he was impacted by any alleged disabling of features, as asserted in Paragraph 8. As such, these allegations do not appear to have any relevance to the current proceeding.

⁹ See <https://www.verizonwireless.com/b2c/footer/legalNotices/v710.jsp>.

9. Verizon denies that it compelled customers to purchase ringtones. Customers can choose to purchase or not purchase ringtones from Verizon as they please. Verizon denies that it “blocks” customers from downloading ringtones from sources other than Verizon. Paragraph 9 of the Complaint purports to quote a question-and-answer from an FAQ portion of the Verizon Wireless website, which speaks for itself, but the Complaint omits the final sentence of the answer, which makes clear that Verizon does not preclude customers from downloading ringtones from third parties. The final sentence of the answer states: “Other websites offer ringtones that may work, but we are unable to provide assistance to customers using those services.”¹⁰ As that sentence makes plain, customers *can* obtain ringtones from other websites, but Verizon does not provide customer technical support for those third party downloads. In any event, Verizon no longer provides ringtone downloads from the Media Store. So, to avoid any potential confusion, Verizon will update the FAQs.

10. Verizon admits that Paragraph 10 of the Complaint quotes an excerpt from a 2006 article from a third party website. Verizon otherwise denies the allegations contained in Paragraph 10. The cited article speaks for itself, though Verizon cannot admit or deny whether the Complaint completely and accurately quotes the website. That article and alleged conduct predate the C Block rules, and Mr. Nguyen does not allege that he used a Palm Treo 700w or was harmed by any alleged disabling of tethering features on that device, as asserted in Paragraph 10. Nor does he cite to any then-existing Commission rule that would have been violated by the alleged conduct. As such, these allegations do not appear to have any relevance to the current proceeding.

¹⁰ Exhibit 8 (<https://www.verizonwireless.com/support/media-store-faqs/>).

11. Verizon admits that Paragraph 11 of the Complaint appears to cite and selectively quote excerpts from articles appearing on third party websites in 2009-2010. Although Verizon denies that the quoted website article accurately captures Verizon's position with respect to GPS capabilities on certain devices, the article speaks for itself. Verizon denies that it "compel[s]" customers to pay for its VZ Navigator service and denies that it impermissibly "block[s]" third party access to GPS capabilities in devices sold by Verizon. Because Mr. Nguyen does not appear to assert any claim based on these years-old allegations, they do not appear to have any relevance to the current proceeding.

12. Section 27.16 of the Commission's rules speaks for itself. Verizon admits that Paragraph 12 of the Complaint quotes excerpts from 47 C.F.R. § 27.16, but omits other portions of the rule. For example, 47 C.F.R. § 27.16(b) provides that "Licensees offering service on spectrum subject to this section shall not deny, limit, or restrict the ability of their customers to use the devices and applications of their choice on the licensee's C Block network, except ... **(1)** Insofar as such use would not be compliant with published technical standards reasonably necessary for the management or protection of the licensee's network"

13. Verizon admits that, in 2008, it won seven of twelve available licenses to operate in the C Block spectrum pursuant to an auction conducted by the Commission. Verizon admits that it stated it would abide by the Commission's rules regarding the use of that spectrum (contained in 47 C.F.R. § 27.16).

14. Paragraph 14 of the Complaint appears to quote excerpts from remarks that Verizon's Lowell McAdam made at a conference in 2009. Those remarks speak for themselves. But Verizon admits that it has welcomed and continues to welcome application developers and hardware providers to develop products and services for use on the Verizon network.

15. 47 C.F.R. § 27.16(e) speaks for itself. Verizon denies that it disabled built-in tethering features, compelled customers to pay additional amounts to re-enable those features, or blocked third party tethering applications. Verizon does not disable any tethering feature or functionality, nor does it block customers from using any third party tethering applications that are available and work on their particular devices. *See* Declaration of Samir Vaidya (“Vaidya Declaration”) ¶ 4 (Exhibit G). Verizon does offer its own tethering *service* (Mobile Hotspot/Mobile Broadband Connect) in connection with certain (older) data plans, for which Verizon has charged a fee. For its more current, usage-based plans, Verizon does not charge for its tethering service.

There is no prohibition on carriers charging customers for tethering services. To the contrary, the Commission expressly has acknowledged that Verizon charges “an additional monthly fee” for tethering service, but has not stated any concern with that practice. *2012 Consent Decree* ¶ 4.

16. Verizon admits that Paragraph 16 of the Complaint quotes an excerpt from an article on a third party website. That article speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the statements from that website. As discussed in response to Paragraph 15, above, Verizon denies that it blocks third party tethering applications.

17. Verizon admits that Paragraph 17 of the Complaint quotes excerpts from a 2011 article from a third party website. The article speaks for itself. Verizon otherwise denies the allegations contained in Paragraph 17.

18. Verizon admits that, in 2012, it entered into a Consent Decree with the Commission’s Enforcement Bureau. The terms of the Consent Decree speak for themselves. *See 2012 Consent*

Decree. The 2012 Consent Decree expired in July 2014 and did not impose continuing obligations on Verizon.

19. Verizon denies that it is blocking third party tethering applications. In any event, Google – not Verizon – curates the Google application store. Verizon further denies that it has disabled built-in tethering features or that it charges an additional \$20/month to re-enable them. As noted in response to Paragraph 15, above, Verizon does not disable any tethering feature or functionality, nor does it block customers from using any third party tethering applications that are available and work on their particular devices. *See Vaidya Decl.* ¶ 4. Verizon does offer its own tethering *service* (Mobile Hotspot/Mobile Broadband Connect) in connection with certain (older) data plans, for which Verizon charged a fee. For its more current, usage-based plans, Verizon does not charge for its tethering service. But there is no prohibition on carriers charging customers for tethering services. To the contrary, the Commission expressly has acknowledged that Verizon charges “an additional monthly fee” for tethering service, but has not stated any concern with that practice. *2012 Consent Decree* ¶ 4.

B. Answer to Allegations Regarding the 2015 Open Internet Order

20. The D.C. Circuit’s decision in *Verizon v. FCC*, 740 F.3d 623 (D.C. Cir. 2014), and the underlying rules and legal challenges speak for themselves.

21. The Commission’s *2015 Open Internet Order*, the rules promulgated thereunder, and the associated legal challenges speak for themselves.

22. Sections 8.3, 8.5, and 8.11 of the Commission’s rules speak for themselves.

23. 47 U.S.C. §§ 201(b) and 202(a) speak for themselves.

24. The Commission’s standards for applying 47 U.S.C. § 202(a) and the D.C. Circuit’s decisions in *MCI Telecommunications Corp. v. FCC*, 842 F.2d 1296 (D.C. Cir. 1988), and

National Communications Ass’n v. AT&T Corp., 238 F.3d 124 (2d Cir. 2001), speak for themselves.

C. Answer to Allegations that Device Providers Support LTE Band 13 for Compatibility with the Verizon Wireless Network

25. Verizon admits that Band 13 for Long Term Evolution (“LTE”) wireless communications makes use of spectrum in the Upper 700 MHz Band C Block and that Verizon secured licenses to operate in the C Block from the Commission in 2008. Verizon admits that some device providers choose to support LTE Band 13 for compatibility with the Verizon Wireless network. But not all devices are manufactured to be compatible with the Verizon Wireless network. *See* Paulrajan Decl. ¶ 5. For example, both Apple and Microsoft make devices that do not support LTE Band 13. *Id.*; *see also* Exhibit 16 (<http://www.apple.com/iphone/LTE/>) (indicating that at least one version of the iPhone SE does not support LTE Band 13).

D. Answer to Allegations Regarding Verizon’s Device Sales

26. Paragraph 26 of the Complaint cites to various third party articles that speak for themselves. Verizon admits that, as of July 2016, it had more than 142 million subscriber connections. Verizon lacks knowledge or information sufficient to form a belief as to the findings or details of the referenced 2013 Consumer Intelligence Research Partners study.

27. Verizon denies the allegations contained in Paragraph 27 of the Complaint. Verizon does not “block” third party devices, does not impose any impermissible discriminatory pricing on customers bringing their own device to the Verizon network, does not make misleading or deceptive statements about third party devices, and has fully implemented the relevant device unlocking standards.

E. Answer to Allegations Regarding Verizon's Device Certification Process

28. Verizon admits it announced that, following the adoption of the C Block rules, its network would be open to third party wireless devices, software, and applications not offered by the company that satisfy published technical standards necessary to interface with the network. *See* Exhibit 3 (<https://www.verizonwireless.com/news/2007/11/pr2007-11-27.html>). Paragraph 28 of the Complaint otherwise mischaracterizes what certain consumer groups “predicted” about how Verizon would approach devices and applications, citing to a newspaper article. The article speaks for itself, Verizon lacks knowledge or information sufficient to form a belief about what consumer groups may have predicted, and – in any event – such predictions are neither probative evidence nor relevant to this proceeding. Verizon engages in a certification process to ensure that third party devices, software, and applications comply with published technical standards and do not cause interference, jeopardize security, or otherwise harm its network or customers, as permitted by the Commission's rules. *See* Paulrajan Decl. ¶ 6; *see also* 47 C.F.R. § 27.16. But Verizon does not discriminate against third party devices, software, or applications.

29. Verizon admits that Paragraph 29 of the Complaint quotes an excerpt of an article from a third party website that in part quotes Dewayne Hendricks of Tetherless Access. The article speaks for itself, Verizon lacks knowledge or information sufficient to form a belief about what Mr. Hendricks may have predicted, and – in any event – such predictions are neither probative evidence nor relevant to this proceeding.

30. Verizon admits that Paragraph 30 of the Complaint quotes an excerpt of an article from a third party website in which the author speculates about Verizon's device certification process. The article speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes such statements from that website. In any event, the speculation contained in the excerpt is neither probative evidence nor relevant to this proceeding.

31. Verizon admits that Paragraph 31 of the Complaint quotes an excerpt of a 2008 article from a third party website regarding Verizon’s device certification process. The article speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website. Today, Verizon’s device certification process remains focused on testing for compliance with published technical standards. *See* <https://opennetwork.verizonwireless.com/content/open-development/get-certified.html> (providing links to the “Verizon Wireless 700MHz C-Block LTE Specifications,” “Verizon Wireless 700MHz C-Block LTE Test Entrance Criteria Checklist,” and “Verizon Wireless 4G LTE Application Developer Guide”); Declaration of Paul Andresen (“Andresen Decl.”) ¶ 2 (Exhibit B). Verizon welcomes third party devices (and software and applications) to its network, as both Verizon and its customers benefit when more devices (and software and applications) can be used on the network. *See* Paulrajan Decl. ¶ 3. But the certification process is a necessary step to ensure that third party devices are safe for the Verizon Wireless network, do not cause interference with other users on the network, and can connect properly and function in a way that does not impair the customer experience. *Id.* ¶ 6.

32. Verizon admits that Paragraph 32 of the Complaint quotes an excerpt from a 2011 article from a third party website regarding mobile payment applications. The article speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website. Verizon denies that it “blocked” Google Wallet or “compel[led]” customers to use Isis Wallet. *See* Declaration of Anthony Dennis (“Dennis Decl.”) ¶ 10 (Exhibit C). Verizon sold certain devices that were preloaded with the Isis Wallet mobile payment application. But that is not a violation of any Commission rule. The Commission’s rules do not preclude a carrier from selling devices preloaded with the software or applications of its choice; a carrier is not required

to preload any particular software or application onto the devices it sells (or sell devices that have any particular software or application preloaded). Indeed, given the thousands of applications and varying customer preferences, such a requirement would be impossible to satisfy. Moreover, the secure element necessary for the mobile payment systems is a piece of hardware; the C Block rules do not obligate the licensee to include specific hardware on the devices it offers customers. *Id.* At all times, Google and other manufacturers were free to bring a device with the Google payment system through Verizon's open development program. *Id.*

33. Verizon admits that Paragraph 33 of the Complaint cites and quotes excerpts from two 2011 articles from two different third party websites regarding the Google Wallet mobile payment application. The quoted excerpts contain speculation regarding Verizon that is not accurate. Nevertheless, the articles speak for themselves, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website. Verizon denies that it blocked the Google Wallet application or that it was "suppressing competition." As Verizon stated at the time:

Recent reports that Verizon is blocking Google Wallet on our devices are false. Verizon does not block applications.

Google Wallet is different from other widely-available m-commerce services. Google Wallet does not simply access the operating system and basic hardware of our phones like thousands of other applications. Instead, in order to work as architected by Google, Google Wallet needs to be integrated into a new, secure and proprietary hardware element in our phones.

We are continuing our commercial discussions with Google on this issue.

Exhibit 4 (Statement from Jeffrey Nelson (Dec. 5, 2011)).

34. Verizon admits that Paragraph 34 of the Complaint quotes excerpts from a 2012 article from a third party website regarding the Google Wallet application. The quoted excerpts contain

inaccuracies. Nevertheless, the article speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website.

The article also includes a redacted version of Verizon's November 29, 2012 response to an informal complaint filed with the Commission regarding Google Wallet. That response speaks for itself, but again confirms that "Verizon does not block the Google Wallet from being downloaded over Verizon's network, nor does it block consumers from downloading any other applications that are compatible with the devices and the basic operating systems approved for our network." Exhibit 5 (Letter from Idalia Charles, Verizon Wireless Executive Relations, to FCC, Consumer Inquiries & Complaints Division (Nov. 29, 2012)).

35. Verizon admits that Paragraph 35 of the Complaint cites to a 2012 article from a third party website regarding the Google Wallet and Isis Wallet applications. The article speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website. Verizon notes that the two applications are different and denies that it impermissibly "blocked" the Google Wallet application from its network. As noted above, Google Wallet differed from other applications and there were technical issues associated with using it on devices on the Verizon network.

F. Answer to Allegations Regarding the Length of Verizon's Device Certification Process

36. Verizon admits that the FAQ section of its website regarding the open development process indicates that, with respect to the typical amount of time to approve a device, "We expect the typical lab time to be weeks rather than months." *See* <https://opennetwork.verizonwireless.com/content/open-development/faq.html>. Verizon further admits that, on September 18, 2013, it issued a statement indicating that the Verizon Wireless certification process "generally takes between four and six weeks." *See*

<https://www.verizonwireless.com/news/article/2013/09/verizon-wireless-device-certification-statement.html>. The certification process generally takes a similar amount of time today,

although it may take longer or shorter in any particular case. *See* Andresen Decl. ¶ 4. The length of time is dictated primarily by the device manufacturer. *Id.* ¶¶ 4-5. There are at least two reasons for this.

First, the Verizon device certification process is largely a reactive one. Verizon has a process through which manufacturers bring devices to it seeking certification and (in some cases) reviews test results that are provided by third party laboratories; Verizon does not (and, realistically, could not) proactively go out and test every third party device of its own volition. Andresen Decl., ¶ 4. Second, the device certification process depends on compliance with Verizon's published technical standards. If a manufacturer brings to Verizon for approval a device that is compliant (or nearly compliant) with those standards, certification can occur quickly. *Id.* ¶ 5. However, if the device presented to Verizon does not comply with the standards, it may result in an iterative process to achieve compliance or otherwise take time to identify the shortcomings and implement appropriate fixes. *Id.* In some cases, the manufacturers elect of their own accord to delay pursuing the necessary fixes to achieve compliance, which extends the certification process, or may elect to stop pursuing certification altogether. *Id.* As discussed in more detail below, Verizon denies that it blocked the Asus Nexus 7 tablet.

III. ANSWER TO ALLEGATIONS THAT VERIZON INTERFERES WITH CUSTOMERS' ABILITY TO USE THE DEVICES OF THEIR CHOICE

37. Verizon admits that Paragraph 37 of the Complaint quotes an excerpt from a third party website, which speaks for itself.

38. Verizon denies the allegations of Paragraph 38 of the Complaint. The primary purpose of the SIM card is to authenticate a user and device to allow that device to connect safely with and function properly on a wireless network. Verizon provides Verizon-specific SIM cards to allow devices to connect securely to the Verizon Wireless network and to ensure proper functionality on that network. *See* Paulrajan Decl. ¶ 8; Declaration of Brett Friedman (“Friedman Decl.”) ¶ 6 (Exhibit D). Without a Verizon-specific SIM, a device may not work properly or even connect at all to the Verizon network. *Id.* Unlike the referenced Commission requirements that cable companies have set top boxes that work with CableCARDs, there is no similar Commission regulation of SIMs and how they work with mobile devices. To the contrary, the Commission’s rules permit the use of carrier-specific SIMs, as Verizon is permitted to set reasonable technical requirements for accessing its network, which would include requirements for SIM cards that enable attachment of devices to the network in a secure way. *See* Legal Analysis at 6.

39. Verizon admits that some carriers sell SIM cards separately from devices and that customers can purchase SIM cards from entities other than carriers. But Verizon denies that a customer can insert a carrier’s SIM card into an uncertified device and successfully obtain wireless service from that carrier. That may work in some instances, but – for the reasons stated above – functionality may be limited or altogether unavailable in other cases. In order to ensure proper connectivity with and functionality on Verizon’s network, a device must be certified by Verizon and use a Verizon SIM card. *See* Paulrajan Decl. ¶ 8; Friedman Decl. ¶ 6.

40. Verizon admits that it pre-installs Verizon-specific SIM cards in the devices it sells for use on its LTE network. Verizon otherwise denies the allegations of Paragraph 40 of the Complaint, which misconstrue both the device certification process and the process for a customer bringing his or her own device to the Verizon network. It is not a question of Verizon

“elect[ing]” not to certify a compatible device, as Complainant suggests. Rather, the issue raised by Paragraph 40 arises when either (a) a device manufacturer has not presented the device to Verizon for certification, such that Verizon does not know what the device is or whether it is compatible with the network, or (b) the device could not be certified because it did not meet the published technical standards. In order to protect its network and customers, Verizon cannot permit network access by unknown devices or devices that may not be compatible with or are potentially harmful to its network. *See* Paulrajan Decl., ¶¶ 6-7. Each device is associated with an individual identifier, known as the International Mobile Equipment Identity (“IMEI”) number. *See* Friedman Decl. ¶ 4; Paulrajan Decl. ¶ 11. Verizon maintains a device management database (“DMD”) that includes a list of the IMEI numbers that the manufacturer has provided for each device that is identical to the version that has gone through Verizon’s certification testing and been confirmed for use on the Verizon network. *Id.* So, when a customer brings a third party device, the device’s IMEI is checked against the list to confirm that it is a valid device that is approved for use on the network. *See* Friedman Decl. ¶ 5; Paulrajan Decl. ¶ 12. However, if the device IMEI is not in Verizon’s database (either because it has not been certified or because the manufacturer has not provided the associated IMEI range), Verizon does not know what the device is or whether it can connect with or is safe for use on its network. *See* Paulrajan Decl. ¶ 12.

41. Verizon admits that, in order to use a third party device on the Verizon network, a customer can call a Verizon representative or go on to the Verizon website to check if their device is compatible with the Verizon network. *See* www.verizonwireless.com/certifieddevice; Paulrajan Decl. ¶¶ 10-12. Verizon lacks knowledge or information sufficient to form a belief regarding the allegations as to what other carriers may do.

42. Verizon denies the allegations contained in Paragraph 42 of the Complaint. Verizon denies that it is impermissibly inhibiting edge providers from offering to customers “unlocked” devices that are compatible with Verizon’s network. Please refer to the response to Paragraph 40, above. Complainant’s suggestion that carriers should allow devices onto their networks “without the carrier’s participation” – *i.e.*, without carrier testing or certification process – is wrong as both a matter of law and sound network management practices. In order to protect its network and customers, and as described in more detail in the attached Legal Analysis at Section II, Verizon cannot permit network access by unknown devices or devices that do not satisfy the technical standards for its network.

Likewise, the Commission’s rules do not preclude a carrier from selling devices preloaded with the applications of its choice; a carrier is not required to preload any particular software or application onto the devices it sells (or sell devices that have any particular software or application preloaded). Indeed, given the thousands of applications and varying customer preferences, Verizon could not offer devices customized with the preloaded applications to suit each customer’s preferences. But Verizon does not compel any customer to purchase any device, much less a device preloaded with particular applications; customers are free to purchase devices from other sources preloaded with other applications. And, even after a customer purchases a device with preloaded applications from Verizon, Verizon does not block that customer from using applications after purchase. *See* Dennis Decl. ¶ 3. To the extent they are available and technically compatible with the device and Verizon’s network, Verizon’s customers are free to download and use any applications of their choice.

A. Answer to Allegations Regarding the Asus Nexus 7 Tablet

43. Verizon admits that the Nexus 7 is a tablet that was developed by Google and manufactured by Asus. Verizon denies that it impermissibly blocked or delayed certification of

the Nexus 7 for use on the Verizon network. *See* Ex. 6. Regardless of when Asus might have submitted the tablet to other carriers or when other carriers might have begun selling it, Asus initially submitted the Nexus 7 to Verizon for certification in August 2013. As noted above, Verizon’s device certification process provides a way to ensure that devices connecting to the Verizon network do not harm the network or interfere with other users or the user experience. This process is fully consistent with the Commission’s C Block rules, which recognize that a carrier’s obligation to permit devices only applies in the case of devices that comply with published technical standards. *See* 47 C.F.R. § 27.16(b). In the case of the Nexus 7, the certification process worked as intended. During that process, Google, Asus, and Verizon discovered a systems issue that required Google and Asus to undertake additional work with the Jelly Bean operating system (“OS”) running on the Nexus 7. *See* Ex. 6. Because Google was about to launch its new Kit Kat OS, rather than undertake this work, Google and Asus asked Verizon to suspend its certification process until Google’s new Kit Kat OS was available on the Nexus 7. *Id.* After that occurred, Google, Asus, and Verizon collaborated and the device ultimately was certified. *Id.* Accordingly, any suggestion that Verizon blocked or delayed certification of the Nexus 7 is simply wrong. *Id.*

44. Verizon admits that Paragraph 44 of the Complaint quotes an excerpt from a November 2013 internet posting by Jeff Jarvis, which includes the text of a letter Mr. Jarvis sent to the Commission regarding the Nexus 7. Mr. Jarvis submitted an informal complaint to the Commission asserting essentially the same “blocking” claims regarding the Nexus 7 that Mr. Nguyen now asserts here. Verizon responded to the informal complaint on November 7, 2013. *See* Exhibit 6. That response speaks for itself. Otherwise, please see the response to Paragraph 43, above, for an explanation of the certification process for the Nexus 7 tablet.

45. Please see the response to Paragraph 43, above, for an explanation of the certification process for the Nexus 7 tablet. Paragraph 45 quotes an excerpt from an article on a third party website. The article speaks for itself, but is neither probative nor relevant to this proceeding. Mr. Nguyen does not allege that he purchased a Nexus 7 tablet or attempted to use one on the Verizon network.

46. Verizon admits that, on November 5, 2013, it announced it was offering the Ellipsis 7 tablet for sale. Verizon denies that it delayed certification of the Nexus 7 to competitively advantage the Ellipsis 7. As discussed above, it is in Verizon's interest to allow customers to use many devices on its network, so long as Verizon can ensure that those devices pose no threat to the network and can function in a way that does not impair the customer experience. *See* Paulrajan Decl. ¶ 3. As the response to Paragraph 43 explained, Verizon did not delay the certification process for the Nexus 7 tablet; rather, the delay was caused by a systems issue and then a request by Google and Asus to suspend the certification process until after the Kit Kat OS was available on the Nexus 7. *See* Ex. 6. Verizon admits that Paragraph 46 of the Complaint quotes an excerpt from an article appearing on a third party website, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website. The quoted excerpt, in any event, is inaccurate. Among other things, it incorrectly suggests that the Commission ensured that the Nexus 7 worked on Verizon's network prior to – and obviating the need for – the Verizon device certification process for that tablet. The Commission does not certify that devices comply with Verizon's published technical standards or otherwise are compatible with Verizon's network.

47. Verizon admits that Paragraph 47 of the Complaint quotes excerpts from a third party website and Verizon's website. The excerpts speak for themselves, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the third party website.

48. Verizon admits that approved the Nexus 7 tablet for use on its network in February 2014.

See Exhibit 9 (<http://www.verizonwireless.com/news/article/2014/02/google-nexus-7-tablet.html>). When Google or T-Mobile began selling different versions of that tablet is irrelevant to when there was a version available and/or certified as compatible for use with the Verizon network.

B. Answer to Allegations Regarding Apple iPhone 6 and iPhone 6 Plus Devices

49. Verizon admits that the iPhone 6 and iPhone 6 Plus are smartphones developed by Apple. iPhone 6 and iPhone 6 Plus sold by third parties can be used on the Verizon network with a Verizon SIM card. See Vaidya Decl. ¶ 3.. Verizon admits that Apple announced the iPhone 6 and iPhone 6 Plus on September 9, 2014, and that Apple and certain other carriers and retailers began selling those devices on September 19, 2014.

50. Verizon denies that it impermissibly blocked customers from ordering SIM cards for iPhone 6 and iPhone 6 Plus devices purchased from third parties. See Vaidya Decl. ¶ 3. Initially, iPhone 6 and iPhone 6 Plus devices that were purchased from sources other than Verizon could not be identified on the Verizon network – even with the insertion of a Verizon SIM card. That is because, as discussed above, the Verizon network requires the International Mobile Equipment Identity (“IMEI”) number for each device so as to identify it as a valid device that has gone through Verizon's certification testing. Friedman Decl. ¶ 4. Apple initially did not provide IMEI ranges to Verizon for third party iPhone 6 and iPhone 6 Plus devices. See Vaidya Decl. ¶ 3. Without access to those identifiers, Verizon's systems could not confirm what type of device

the third party iPhone 6 and iPhone 6 Plus were or whether they were compatible with or posed a threat to the Verizon network. *Id.* Verizon worked with Apple to obtain the necessary IMEI ranges and, once Apple provided them, customers then could use third party iPhone 6 and iPhone 6 Plus devices on the Verizon network with the insertion of a Verizon SIM card. *Id.* However, Verizon did not attempt to unreasonably block or delay certification of third party Apple devices. As discussed above, it is in Verizon's interests to permit such third party devices onto its network as long as it can ensure that they pose no threat to the network, do not cause interference with other users, and can connect properly and function in a way that does not impair the customer experience. *See* Paulrajan Decl. ¶¶ 3, 6.

As discussed in the response to Paragraph 122 below, the Apple iPhone 5s and earlier generations of the Apple iPhone sold by other carriers are not the same as the similar models built to work on the Verizon network; those earlier versions did not support code division multiple access ("CDMA") necessary for use on Verizon's network. *See* Schmidt Decl. ¶ 3. Accordingly, the Verizon website previously advised customers that iPhones they purchased from another carrier would not be able to be used on the Verizon network. Later iPhone models sold by other carriers – such as the iPhone 6 and iPhone 6 Plus – can be used on the Verizon network with a Verizon SIM card. Vaidya Decl., ¶ 3. The Verizon website therefore was updated to advise customers that, "if you have iPhone 6 or newer, you'll be able to use it on the Verizon Wireless network." Exhibit 7 (Apple iPhone FAQs, <https://www.verizonwireless.com/support/iphone-faqs/>).

As discussed more fully below, Verizon denies that it imposed discriminatory pricing on customers who used third party devices with existing SIM cards.

51. Verizon admits that it certified third party iPhone 6 and iPhone 6 Plus devices for use on the Verizon network after receiving the necessary IMEI ranges for those devices.

C. Answer to Allegations Regarding Third Party Motorola Nexus 6 Smartphones

52. Verizon admits that the Nexus 6 is a smartphone developed by Motorola and Google. In contrast to other devices referenced in the Complaint, Mr. Nguyen alleges that he personally purchased a third party Nexus 6 that he attempted to use on the Verizon network. On May 20, 2015, Mr. Nguyen filed an informal complaint with the Commission regarding his desire to use a third party Nexus 6 on the Verizon network, and Verizon responded to that complaint, confirming that Mr. Nguyen could use his third party Nexus 6 on the Verizon network at that time. *See* Ex. 2.

Verizon denies that, when launched, any given Nexus 6 was compatible with all wireless carrier networks. As Verizon explained in response to Mr. Nguyen's informal complaint and subsequent correspondence, when the Nexus 6 initially launched, the only version that was certified for use on the Verizon network as satisfying Verizon's technical standards was the version loaded with software specific to Verizon.¹¹ *See* Paulrajan Decl. ¶ 15. Google initially was unable to provide a means of delivering that software to other versions of the Nexus 6; as a result, Nexus 6 devices purchased for use on other networks and loaded with other software were not certified for use with Verizon's network. *Id.*

Even if a device purchased for use on another network has the same hardware as the version of the device sold by Verizon, it may not have the necessary software to be compatible

¹¹ *See* Exhibit 1 (Letter from Verizon Wireless Executive Relations to Sharon Bowers, FCC, and Alex Nguyen (June 11, 2015)); Exhibit 2 (Letter from Nicole R., Analyst, Verizon Wireless Executive Relations, to Sharon Bowers, FCC, and Alex Nguyen (July 27, 2015)); Exhibit 14 (Letter from David Haga to Alex Nguyen (Jan. 18, 2016)).

with or function properly on Verizon's network. *Id.* Indeed, without the necessary software, Verizon's systems could not identify what the Nexus 6 devices were or whether they posed a threat to the network – even with the insertion of an active Verizon SIM card. *Id.* Those devices could have some limited functionality with a Verizon SIM card, but – without the right software – they were not fully functional and could not be certified as meeting the technical standards necessary for the management and protection of the Verizon network. For example, the software was necessary to ensure that Voice over LTE worked on the device when a Verizon SIM card was inserted. For those reasons, Verizon initially did not allow customers to purchase Verizon-specific SIM cards for the uncertified Nexus 6 devices purchased from companies other than Verizon. *Id.* But, following the initial launch, Google and Verizon worked to develop a solution to deliver the necessary software to those devices. *Id.* With that solution, Mr. Nguyen and other customers were able to use those devices on the Verizon Wireless network. *Id.*

53. Verizon admits that it began selling the Nexus 6 on March 12, 2015. *See* Exhibit 10 (<http://www.verizonwireless.com/news/article/2015/03/nexus-6-with-android-lollipop-and-verizon-4g-lte-available-march-12.html>). Please refer to the response to Paragraph 52, above, for an explanation of the certification process for Nexus 6 devices purchased from third parties. As discussed in more detail below, Verizon denies that it imposed discriminatory pricing on customers who used third party devices with existing SIM cards.

54. Verizon admits that it certified Nexus 6 devices purchased from third parties for use on the Verizon network. Verizon denies that when Google started accepting preorders for the Nexus 6 is relevant to Verizon's device certification process.

D. Answer to Allegations that Verizon Blocked Other Third Party Devices

55. Verizon denies that all of the devices listed in the table in Paragraph 55 of the Complaint when purchased from a third party support LTE Band 13 and/or are compatible with the Verizon

Wireless network. For example, the listed Apple devices are not compatible with the Verizon Wireless network. *See* Paulrajan Decl. ¶ 5. As Verizon explains on its website, the iPhone 5s and earlier generations of Apple products used with other carriers cannot be used on the Verizon Wireless network because they are not the same as the similar models built to work on the Verizon network.¹² Those devices did not support CDMA necessary for use on Verizon’s network. *See* Schmidt Decl. ¶ 3. Similarly, third party versions of the listed Microsoft Surface device are not compatible with the Verizon network, as not all versions of the device support LTE Band 13. *See* Paulrajan Decl. ¶ 5. Otherwise, the chart in Paragraph 55 indicates that Verizon has certified all of the other listed devices for use on its network.

56. Verizon denies that it has engaged in any impermissible “blocking” of customers’ ability to order SIM cards for devices purchased from third parties. As discussed above, Verizon engages in a certification process to ensure that devices comply with published technical standards and do not cause interference, jeopardize security, or otherwise harm its network or customers. *See* Paulrajan Decl. ¶¶ 6-7. As part of this process, Verizon does not offer Verizon SIM cards to customers for third party devices that have not been certified. The Commission’s rules expressly permit this approach – stating that carriers can deny access to devices that “would not be compliant with published technical standards reasonably necessary for the management or protection of the licensee’s network.” 47 C.F.R. § 27.16(b)(1).

57. Verizon denies the allegations contained in Paragraph 57 of the Complaint. As noted above, the Microsoft Surface 3 devices purchased from third parties are not compatible with the Verizon network. *See* Paulrajan Decl. ¶ 5. Not all versions of the device support LTE Band 13. *Id.*

¹² *See* Exhibit 7 (Apple iPhone FAQs, <https://www.verizonwireless.com/support/iphone-faqs/>).

58. Verizon denies the allegations contained in Paragraph 58 of the Complaint. Verizon's Bring Your Own Device page accurately details which third party devices have been certified as compatible with the Verizon network. *See* Exhibit 12 (<https://www.verizonwireless.com/bring-your-own-device/>). Please refer to the response to Paragraph 55, above.

IV. ANSWER TO ALLEGATIONS THAT VERIZON IMPOSES DISCRIMINATORY PRICING ON CUSTOMERS WHO BRING THEIR OWN DEVICE

59. Verizon admits that, under its Nationwide plan, it provided an upfront subsidy for device purchases from Verizon for customers who signed two-year service contracts. *See* Declaration of Louis F. Ambio ("Ambio Decl.") ¶ 2 (Exhibit A). Under this plan, Verizon essentially was making an upfront investment in the customer, who could purchase a new device at a discount in exchange for agreeing to remain a Verizon customer – and pay for Verizon services – for two years. *Id.* But Verizon denies that the cost of the device subsidy was bundled into the customer's line access charge under the Nationwide plan for two reasons.

First, there was no line access charge under the Nationwide plan. *Id.* ¶ 3. Unlike more recent Verizon plans that include a line access charge covering multiple services that share the line (*e.g.*, voice, text, and data), the Nationwide plan included separate service charges for voice, text, and data. *Id.* Second, the service charges under the Nationwide plan represented the cost of those services only; they were separate from and did not depend on any device cost or device subsidy. *Id.* ¶ 4. Thus, the service charge was the same whether the customer subsidized a phone or not. *Id.* Likewise, the service charge did not change over the course of the two-year agreement (or even after the agreement expired). *Id.*

It is unclear what is meant by Paragraph 59's reference to other "earlier plans" or if the dollar figures included in Paragraph 59 were referring to a particular device or service charge or were intended simply to be illustrative.

60. Verizon admits that it launched its Edge financing program on August 25, 2013, and that, under that plan, customers could finance a device purchase from Verizon by spreading the cost of the device over a 24-month period. *See* Ambio Decl. ¶ 5. For example, a \$650 device could be purchased for a charge of \$27.08 per month for 24 months. The Edge financing program did not include a monthly service charge. Customers purchasing a device under the Edge financing plan were charged whatever their monthly service price otherwise was, and that could have included a \$40 per month line access charge. But Verizon denies that it effectively charged customers twice for their devices. *Id.* ¶ 6. Just as with the service charges under the Nationwide plan discussed in response to Paragraph 59, above, a \$40 per month line access charge for a customer financing a device under the Edge plan represented the cost of that access service only and did not reflect or depend on any device cost or device subsidy. *Id.* Or, stated differently, a \$40 per month line access charge did not “bundle in” the cost of device subsidies. *Id.* Accordingly, under the Edge plan, Verizon charged customers for their monthly access service and separately charged customers for devices, but – under the Edge plan – allowed them to spread the cost of those devices over 24 months, rather than have to make a more significant upfront payment. Verizon admits that Paragraph 60 quotes an excerpt from a third party article. While Verizon disagrees with the article for the reasons set forth above (including that there is no “bundled charge for the subsidy”), and cannot confirm or deny that the Complaint completely and accurately quotes the website, the excerpt speaks for itself.

61. Verizon admits that Paragraph 61 of the Complaint quotes excerpts from a 2013 article that appeared on a third party website, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website. The article does not accurately reflect

Verizon's position with respect to its Edge plan pricing as described in response to Paragraph 60, above, but the article speaks for itself.

62. Verizon admits that Paragraph 62 of the Complaint quotes an excerpt from a 2013 article appearing on a third party website, which speaks for itself. Verizon otherwise denies the allegations contained in Paragraph 62 of the Complaint. As discussed above, a \$40 per month line access charge for a customer who financed a device under the Edge plan did not "bundle in" the cost of device subsidies. Please refer to the response to Paragraph 60, above.

63. Verizon admits that, in February 2014, it announced its MORE Everything plans with new payment options. *See* Ambio Decl. ¶ 7. Verizon admits that Paragraph 63 quotes excerpts from Verizon's website (or from third party websites quoting Verizon's website) containing information about pricing and terms under the MORE Everything plans from late 2015. The pricing and terms of those plans were different then than they were at launch in February 2014 and at other various points in between. *Id.* Under the MORE Everything plans, Verizon provided certain credits to reduce the cost of monthly access charges in certain circumstances as a promotional offer or incentive to encourage customers who did not have a two-year commitment to stay with Verizon. *Id.* ¶ 8. Between April 2014 and March 2016, Verizon provided the same discounts and monthly access charge to customers who brought their own smartphone devices on month-to-month contracts as it did to customers who financed a smartphone purchased from Verizon. *Id.* ¶ 9. (During this time, Verizon also introduced a new pricing plan – the Verizon Plan – that allowed customers to get reduced pricing for devices on month-to-month contracts. *Id.* ¶ 11.)

64. Verizon admits that customers who complete two-year service contracts, pay for devices purchased from Verizon in full upfront, or bring their own devices generally receive service from

Verizon on a month-to-month basis. The statements on Verizon’s website regarding its MORE Everything plans speak for themselves, but Verizon agrees that it offered the same monthly line access charge pricing to customers who brought their own smartphone devices as it did to customers who purchased such a device and financed it through Verizon. *See* Ambio Decl. ¶ 9.

65. Verizon denies the allegations contained in Paragraph 65 of the Complaint. Verizon did provide the promotional discounts referenced in response to Paragraph 63, above, to customers on month-to-month arrangements who brought their own smartphone devices that were certified for use on the Verizon network. *See* Ambio Decl. ¶ 9. However, Verizon was unable to provide the discount to month-to-month customers who attempted to use third party devices that were not certified for use on the Verizon network and/or that Verizon could not identify. *Id.* ¶ 10. For example, these could have been customers that were using a Nexus 6 or iPhone 6 before those phones were identifiable and/or certified for use on Verizon’s network, as discussed above. Because those phones were not compatible with Verizon’s network and/or could not be confirmed to be smartphones certified for use on Verizon’s network, Verizon’s systems did not recognize them as valid smartphones eligible for the discounted line access charge pricing and did not provide a discount on the associated accounts.

66. Verizon admits that the Complaint included attachments. It is unclear which attachments are the “customer testimonials” referred to in Paragraph 66 of the Complaint.

67. Verizon admits that it considered the line access discounts referenced in Paragraph 63 of the Complaint as promotional, as discussed above. Verizon likewise admits that, under the MORE Everything plans, the line access charge otherwise was \$40 per month. Verizon denies that is an “out of your mind” charge and denies that it is imposing line access charges that bundle in the cost of device subsidies on customers who bring their own devices. As discussed in the

responses to Paragraphs 59-60, above, Verizon does not bundle the cost of a device subsidy into line access charges. *See* Ambio Decl. ¶ 9. The line access charge represents the cost of that service only; it is separate from and does not depend on any device cost or device subsidy.

In March 2016, Verizon ceased offering promotional line access charge pricing under the MORE Everything plans for those customers who purchased a device from Verizon in connection with a two-year service contract that had expired, or purchased a device from Verizon paying the full price upfront, or otherwise were on month-to-month agreements – including those customers who brought their own device. *Id.* ¶ 12. (The discount only remained available as an incentive offer to customers financing a device purchase through Verizon.) Verizon ceased offering promotional pricing on the MORE Everything plans at this point because it had adopted a new price plan in August 2015 – the Verizon Plan – with better rates, including a lower monthly charge for month-to-month customers bringing their own devices. *Id.* ¶ 11. Indeed, by March 2016, new customers could not even sign up for the MORE Everything plans. *Id.* ¶ 12.

68. Please refer to the response to Paragraph 67, above. Beginning in March 2016, Verizon ceased offering promotional line access charge pricing under the MORE Everything plans other than as a permitted incentive for customers to participate in a particular device financing plan. However, Verizon was not drawing a distinction in its pricing between customers who purchased a device from Verizon and those who brought their own devices to the Verizon network. *See* Ambio Decl. ¶ 13. To the contrary, the MORE Everything discount no longer was available – and the line access charge pricing was the same – regardless of whether the customer purchased a device from Verizon in connection with a two-year service contract, purchased a device from Verizon paying the full price upfront, or brought his or her own device. *Id.*

69. Verizon admits that, in certain circumstances, it waived the activation fee for customers who financed devices through its device payment program. *See* Ambio Decl. ¶ 15. But, again, Verizon did not draw a distinction in assessing the activation fee between customers who purchased a device from Verizon and those who brought their own devices. *Id.* Verizon generally charges all customers an activation fee for activating any new line of service, including customers who purchase devices from Verizon. For example, Verizon charged (and did not waive) the same activation fee to customers who purchased a subsidized device from Verizon in connection with a two-year service contract or purchased a device from Verizon paying the full retail price upfront – just as it did with those customers who brought their own device.

For a limited time, Verizon waived the activation fee only for those customers who financed a device through Verizon’s device payment plan program. That did not constitute any form of prohibited “discrimination” under the Commission’s rules. Rather, that simply was a permitted incentive offer to encourage customers to purchase and finance their devices through Verizon’s device payment program. But, again, customers who purchased a device from Verizon but who did not finance it through Verizon paid the same activation fee as customers who brought their own device.

As Paragraph 69 of the Complaint acknowledges, Verizon ceased the incentive offer and ceased waiving the activation fee in November 2015. Today, Verizon charges an activation fee of \$20 for activating devices, whether they are purchased from third parties or purchased at full retail price from Verizon or financed through Verizon. (Customers purchasing a device from Verizon in connection with a two-year service contract activation still pay a \$40 activation fee.)

V. ANSWER TO ALLEGATIONS THAT VERIZON INTERFERES WITH EDGE PROVIDERS' ABILITY TO MAKE DEVICES OF THEIR CHOICE AVAILABLE TO CUSTOMERS

A. Answer to Allegations Regarding FM Radio Capabilities

70. Verizon admits that there are no requirements that prevent Verizon's handset suppliers from providing an FM radio chip in their devices. Verizon denies the remaining allegations of Paragraph 70 of the Complaint and denies that it has compelled its handset suppliers to disable FM radio chips.

Verizon has not seen a significant demand for FM radio capability from its customers, and activating the FM feature can impact the reception of other frequencies used for voice and data, affecting device performance. Verizon therefore does not require that its device suppliers include such capability in the devices that Verizon sells. *See* Paulrajan Decl. ¶ 16. But, as noted above, Verizon does not have any requirements that prevent its handset suppliers from providing an FM radio chip in their devices. *Id.* The supplier decides whether to include the FM radio capability. Some suppliers – such as Apple – do not build devices with FM radio capability. Others do. In fact, Verizon sells several devices that have FM radio capability, including the Samsung Galaxy Note 7, Samsung Galaxy GS7 (with a software update), Samsung Galaxy S7 Edge (with a software update) and Nokia Lumia 735. *Id.* Customers who want to access the capabilities of an FM chip may purchase these devices. And Verizon will continue to support the sale of devices from manufacturers that choose to include an FM chip.

Verizon admits that Paragraph 70 quotes an excerpt from a third party website regarding the HTC Touch Pro2. The excerpt speaks for itself, and Verizon lacks knowledge or information sufficient to form a belief regarding the related allegations.

71. Verizon admits that Paragraph 71 of the Complaint quotes an excerpt from a third party website, though Verizon cannot admit or deny whether the Complaint accurately and completely

quotes the website. It is unclear what is meant by Paragraph 71's reference to a "gatekeeper," but Verizon denies that it acknowledged its marketing department's position as "gatekeeper."

72. Verizon denies that it blocked HTC from providing FM tuner capability on devices sold by Verizon. Please see the response to Paragraph 70, above. To the extent Paragraph 72 draws a distinction between the included FM radio chip and an FM radio application, Verizon may sell devices that include an FM radio chip but do not include preloaded FM radio applications.

However, Verizon does not block such applications after purchase. To the extent such applications are available and technically compatible with the device and Verizon's network, Verizon's customers are free to download and use any such applications of their choice.

73. Verizon denies that it blocked or compelled HTC to block FM radio capabilities on its One M9 smartphone. Please see the response to Paragraph 70, above.

74. Verizon denies that it disabled or compelled LG to disable FM radio capabilities on the G4 device. Please see the response to Paragraph 70, above.

75. Verizon denies that it is blocking or compelling Edge providers to disable FM radio capabilities in devices. Please see the response to Paragraph 70, above.

76. Verizon admits that Paragraph 76 of the Complaint quotes an excerpt appearing on a third party website. Verizon denies that it blocks consumers' ability to access local radio. Please see the response to Paragraph 70, above.

77. Verizon lacks information or knowledge sufficient to form a belief about the results of the survey purportedly conducted by the National Association of Broadcasters in 2012.

However, more than 2% of the phones sold by Verizon have FM radio capability.

78. Please see the responses to Paragraphs 70 and 72, above.

B. Answer to Allegations Regarding Apple SIMs

79. Verizon admits that Apple developed the 9.7 inch iPad Pro tablet, which it announced in March 2016. Verizon denies that it has violated any Commission rule or statute with respect to those Apple devices.

In general, Verizon provides Verizon-specific SIM cards to allow devices to connect securely to the Verizon Wireless network and to ensure proper functionality on that network. *See* Paulrajan Decl. ¶ 8. The Commission's rules permit this approach, as Verizon is permitted to set reasonable technical requirements for accessing its network, which would include requirements for SIM cards that enable attachment of devices to the network in a secure and fully functional way. The same is true of the Apple 9.7 inch iPad Pro, as Verizon provides a Verizon-specific SIM card for these devices to work on its network. *See* Schmidt Decl. ¶ 4. And customers wishing to take their 9.7 inch iPad Pro from Verizon to another carrier can do so by using a SIM card compatible with that other carrier's network – just as they could with other devices that leave the Verizon network. *Id.*

80. Verizon admits that, as of July 2016, it had more than 141 million wireless customers and that some of those customers have purchased devices from Verizon. It is unclear what is meant by Paragraph 80's claim that "Verizon's retail operations dominate device sales" for those subscribers.

81. Verizon's May 11, 2016 letter to Mr. Nguyen speaks for itself. Please refer to the response to Paragraph 79, above.

VI. ANSWER TO ALLEGATIONS THAT VERIZON INTERFERES WITH CUSTOMERS' ABILITY TO USE APPLICATIONS OF THEIR CHOICE AND

EDGE PROVIDERS' ABILITY TO MAKE APPLICATIONS OF THEIR CHOICE AVAILABLE TO CUSTOMERS

A. Answer to Allegations Regarding Tethering Features

82. Verizon admits that, in 2012, it entered into a Consent Decree with the Commission's Enforcement Bureau. The terms of the Consent Decree speak for themselves. *See 2012 Consent Decree, supra*. Verizon agrees that it does not block third party tethering applications in Google's application store. Verizon denies that it disables built-in tethering features on devices and denies that it charges customers \$20 per month to "re-enable" those features. As discussed in response to Paragraph 15, above, Verizon does not disable any tethering feature or functionality, nor does it block customers from using any third party tethering applications that are available and work on their particular devices. *See Vaidya Decl.* ¶ 4. Verizon does offer its own tethering *service* in connection with certain (older) data plans, for which Verizon has charged a fee. *Id.* For its more current, usage-based plans, Verizon does not charge for its tethering service. *Id.* But there is no prohibition on carriers charging customers for tethering services. To the contrary, the Commission expressly has acknowledged that Verizon charges "an additional monthly fee" for tethering service, but has not stated any concern with that practice. *2012 Consent Decree* ¶ 4.

83. Please refer to the response to Paragraph 82, above.

84. Verizon admits that it does not disable the FaceTime application or impose additional charges to use that application.

85. Verizon denies that it is imposing application-specific discrimination against tethering. Please refer to the response to Paragraph 82, above.

B. Answer to Allegations that Verizon Compelled Customers To Use Family Base and Blocked Samsung from Enabling Blocking Mode

86. Verizon denies that it compelled customers to use its Family Base service. Customers can choose to utilize that service if they wish; they are not required to purchase it. Verizon further denies that it compelled Samsung to disable “Blocking Mode” on smartphones, including the Galaxy Note II and Galaxy S4.

C. Answer to Allegations that Verizon Compelled Samsung To Preload Isis Wallet and Blocked Pay with PayPal

87. Verizon acknowledges that it sold Samsung Galaxy S5 smartphones that were preloaded with the Isis Wallet mobile payment application. Verizon denies that it impermissibly “blocked” Pay with PayPal or Google Wallet. *See* Dennis Decl. ¶¶ 9-10. As discussed above, the Commission’s rules do not preclude a carrier from selling devices preloaded with the software or applications of its choice; a carrier is not required to preload any particular software or application onto the devices it sells (or sell devices that have any particular software or application preloaded). Indeed, given the thousands of applications and varying customer preferences, such a requirement would be impossible to satisfy. *Id.* ¶ 3. But Verizon does not block that customer from downloading or using applications or software after purchase. To the extent they are available and technically compatible with the device and Verizon’s network, Verizon’s customers are free to download and use any applications of their choice. *Id.*

88. Verizon admits that Paragraph 88 quotes a 2014 article from a third party website. The article speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website.

89. Verizon admits that the article referenced in Paragraph 89 asserts that, with respect to the Samsung Galaxy S5, Verizon indicated that PayPal is “a feature not available on our device at

launch but we are evaluating.” See <http://pocketnow.com/2014/04/11/verizon-gs5-fingerprint-scanner>.

90. Verizon admits that it does not block Samsung from offering Pay with PayPal as a download from its Samsung Apps store. As noted above, Verizon sells devices that are preloaded with certain software and applications. But Verizon does not block customers from downloading or using applications or software after purchase. To the extent they are available and technically compatible with the device and Verizon’s network, Verizon’s customers are free to download and use any applications of their choice. Verizon customers today use Pay with PayPal on Samsung Galaxy S5 phones. See Dennis Decl. ¶ 9.

D. Answer to Allegations that Verizon Compelled Samsung To Preload Verizon Cloud and Blocked Samsung from Preloading Microsoft OneDrive

91. Verizon admits that it sold Galaxy S6 smartphones that were preloaded with the Verizon Cloud application. Verizon denies that it has “blocked” competing applications. Verizon admits that Paragraph 91 quotes excerpts from an article appearing on a third party website, which speaks for itself. As discussed above, Verizon sells devices that are preloaded with certain software and applications. The Commission’s rules do not preclude a carrier from selling devices preloaded with the software or applications of its choice; likewise, a carrier is not required to preload any particular software or application onto the devices it sells (or sell devices that have any particular software or application preloaded). Indeed, given the thousands of applications and varying customer preferences, such a requirement would be impossible to satisfy. But Verizon does not block customers from downloading or using applications or software after purchase. See Dennis Decl. ¶ 3. To the extent they are available and technically compatible with the device and Verizon’s network, Verizon’s customers are free to download and use any applications of their choice. *Id.*

92. Verizon admits that some of the preloaded applications referenced in the excerpt quoted in Paragraph 91 of the Complaint are Verizon applications. It is unclear what is meant by Paragraph 92's reference to Verizon's "commercial partners."

93. Paragraph 93 of the Complaint refers to an article from the Wall Street Journal, which speaks for itself.

94. Verizon agrees that it denied "block[ing]" Microsoft applications. Verizon denies that Paragraph 94 of the Complaint accurately characterizes its January 18, 2016 letter to Mr. Nguyen. As Verizon previously indicated to Mr. Nguyen, these Microsoft applications initially were available only as preloaded applications on certain Samsung devices. Verizon elected not to sell the Samsung devices with these as preloaded applications, and it has no regulatory obligation to sell any particular devices or preloaded applications. But Verizon has no influence on whether these applications were preloaded on Samsung devices available for purchase from other companies or on other companies' decisions about what devices (and with which applications) they will sell. However, Verizon will support such applications on Samsung devices after purchase. *See* Dennis Decl. ¶ 7.

95. Verizon denies that it "blocked" Microsoft from offering OneDrive, OneNote, and Skype. *See* Dennis Decl. ¶ 6. Verizon chose to sell Samsung devices that did not include those applications preloaded onto the devices. But Verizon does not block customers from downloading or using those or any other applications after purchase. *Id.* To the extent they are available and technically compatible with the device and Verizon's network, Verizon's customers are free to download and use any Microsoft or other applications of their choice. As noted above, Verizon supports Microsoft applications on Samsung devices after purchase.

E. Answer to Allegations that Verizon Compelled Samsung To Preload Android Pay and Blocked Samsung Pay

96. Verizon admits that Apple developed and launched a mobile payment application called Apple Pay. Paragraph 96 of the Complaint appears to quote an excerpt from a third party website, which speaks for itself.

97. As discussed above, Verizon denies that it “blocked” Google Wallet. *See* Dennis Decl.

¶ 10. Verizon cannot comment on the Complaint’s characterization of the actions of AT&T and T-Mobile. Paragraph 97 of the Complaint cites to and quotes an excerpt from a third party website, which speaks for itself, though Verizon can neither admit nor deny whether the Complaint accurately and completely quotes the website. Verizon admits that Google Wallet and Android Pay are available for devices on the Verizon network. Verizon otherwise denies the allegations contained in Paragraph 97 of the Complaint.

98. Verizon admits that Samsung developed and announced a mobile payment application known as Samsung Pay. Verizon lacks information or knowledge sufficient to form a belief as to the truth of the averments regarding the timing and availability of Samsung Pay on devices sold by other parties. Paragraph 98 of the Complaint quotes an excerpt from a third party website. Verizon disagrees with the excerpt’s characterization of Verizon, but the excerpt speaks for itself. Samsung Pay initially was available as a preloaded application only on certain Samsung devices. *See* Dennis Decl. ¶ 7. Verizon elected not to sell the devices preloaded with Samsung Pay. *Id.* After evaluating the Samsung Pay application, Verizon supported its use after purchase.

99. Paragraph 99 of the Complaint quotes an excerpt from a third party website, which purports to quote a Verizon statement regarding its evaluation of the Samsung Pay application. The excerpt speaks for itself. Please refer to the response to Paragraph 98, above.

100. Paragraph 100 of the Complaint cites and quotes a tweet from Verizon’s Twitter feed, which speaks for itself. Verizon admits that it made Android Pay, a mobile payment application, available to its customers in September 2015.

101. Verizon admits that Samsung Pay launched on September 28, 2015. As noted above, Verizon elected not to sell devices preloaded with Samsung Pay at launch. However, less than a month later, after evaluating the Samsung Pay application, Verizon supported the application as an after-purchase download. *See* Dennis Decl. ¶ 7.

102. Verizon agrees that it denied “block[ing]” Samsung Pay, but denies that Paragraph 102 of the Complaint otherwise accurately characterizes its January 18, 2016 letter to Mr. Nguyen, which speaks for itself. Paragraph 102 also cites and quotes an excerpt from a third party website, which speaks for itself, though Verizon can neither admit nor deny whether the Complaint accurately and completely quotes the website. Verizon denies that it was attempting to suppress competition against Android Pay. As discussed above, it is in Verizon’s self-interest to permit its customers to access applications they choose on the Verizon network, so long as Verizon can ensure that those applications pose no threat to the network and can function in a way that does not impair the customer experience. *See* Paulrajan Decl. ¶¶ 3, 6. Verizon does not block third party applications, including Samsung Pay. *See* Dennis Decl. ¶¶ 3, 7.

103. Verizon admits that, on September 29, 2015 (a day after launching Samsung Pay), a Samsung executive tweeted that Samsung Pay “soon” would be available as a download for use on Verizon’s network. Paragraph 103 otherwise cites and quotes an excerpt from a third party website. The excerpt speculates – incorrectly – about Verizon supporting the Samsung Pay application, but it speaks for itself. Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website.

104. Verizon admits that Paragraph 104 quotes third party websites regarding Samsung's September 2015 statements about the availability of the Samsung Pay application. Those websites speak for themselves. Verizon cannot admit or deny whether the Complaint accurately and completely cites to the websites, or whether the third party website accurately and completely reported Samsung's statements. Samsung Pay was available as a download on the Verizon network in October 2015. *See* Dennis Decl. ¶ 7.

105. Verizon admits that, in October 2015, Verizon did not sell devices preloaded with Samsung Pay, but that Samsung Pay was available to Verizon customers as an after-purchase download. *See* Dennis Decl. ¶ 7. Verizon denies that it impermissibly "blocked" Samsung Pay in any way.

106. Verizon admits that Samsung prepared instructions for Verizon subscribers to utilize Samsung Pay.

107. Verizon admits that it sold Galaxy S7 and Galaxy S7 Edge devices that were preloaded with Android Pay and were not preloaded with Samsung Pay. Verizon denies that it impermissibly "blocked" Samsung Pay in any way. *See* Dennis Decl. ¶ 7. Paragraph 107 of the Complaint cites and quotes an excerpt from a third party website. That excerpt is rife with speculation, inaccuracies, and inflammatory rhetoric, but speaks for itself. Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website.

108. Verizon admits that it sold Samsung devices that were not preloaded with Samsung Pay. Verizon denies that it impermissibly "blocked" Samsung Pay in any way. *See* Dennis Decl. ¶ 7. The Commission's rules do not preclude a carrier from selling devices preloaded with the software or applications of its choice; likewise, a carrier is not required to preload any particular software or application onto the devices it sells (or sell devices that have any particular software

or application preloaded). But Verizon does not block customers from downloading or using applications or software after purchase. *Id.* ¶ 3. And Verizon supports Samsung Pay as an after-purchase download. *Id.* ¶ 7.

109. Paragraph 109 of the Complaint cites and quotes excerpts from third party websites, which speculate – incorrectly – about Verizon’s conduct and incentives with respect to mobile payment applications. Those excerpts speak for themselves, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the websites. As discussed above, it is in Verizon’s self-interest to permit its customers to access applications they choose on the Verizon network, so long as Verizon can ensure that those applications pose no threat to the network and can function in a way that does not impair the customer experience. *See Paulrajan Decl.* ¶¶ 3, 6. Verizon does not block third party applications, including Samsung Pay.

110. Paragraph 110 of the Complaint cites and quotes an excerpt from a third party website, which speaks for itself. Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website.

111. Verizon admits that it has denied any impermissible “blocking” of Samsung Pay and device tethering capabilities. Verizon admits that Paragraph 111 of the Complaint cites and quotes an excerpt from a third party website, which contains inaccuracies. That excerpt speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website. As discussed above, Verizon chose to sell devices that did not include Samsung Pay as a preloaded application. The Commission’s rules do not preclude a carrier from selling devices preloaded with the software or applications of its choice; likewise, a carrier is not required to preload any particular software or application onto the devices it sells (or sell devices that have any particular software or application preloaded). But Verizon does not

block customers from downloading or using applications or software after purchase. *See* Dennis Decl. ¶ 3. And Verizon supports Samsung Pay as an after-purchase download. *Id.* ¶ 7.

112. Please refer to the response to Paragraph 98, above.

113. Verizon's January 18, 2016 letter to Mr. Nguyen speaks for itself. Verizon denies that it impermissibly "blocked" Samsung Pay. Verizon chose to sell devices that did not include Samsung Pay as a preloaded application, but has supported Samsung Pay as an after-purchase download since October 2015. *See* Dennis Decl. ¶ 7.

F. Answer to Allegations Regarding Samsung Internet 4.0

114. Verizon admits that Verizon Communications Inc. closed its acquisition of AOL Inc. on June 23, 2015. Paragraph 114 of the Complaint cites to AOL's website, which speaks for itself.

115. Verizon admits that Samsung released version 4.0 of its web browser, Samsung Internet. Paragraph 115 of the Complaint appears to cite and quote an excerpt from a third party website, which speaks for itself, though Verizon cannot confirm or deny that the Complaint completely or accurately quotes the website. Verizon denies that it uses advertising elements that "can quickly lead to expensive 'overage' charges."

116. Paragraph 116 of the Complaint appears to cite to the Verizon website for information regarding data overage rates for the Verizon MORE Everything plan as of March 2016. Current information regarding overage rates is available on the Verizon website.

117. Verizon admits that Samsung released the Galaxy S7 and S7 Edge in March 2016. Verizon lacks knowledge or information sufficient to form a belief as to what applications or software were preloaded on such devices when they were sold by other carriers. Verizon denies that it impermissibly "blocked" Samsung Internet 4.0. *See* Dennis Decl. ¶ 8. Verizon sold Galaxy S7 and S7 Edge devices that were not preloaded with Samsung Internet 4.0. The Commission's rules do not preclude a carrier from selling devices preloaded with the software or

applications of its choice; likewise, a carrier is not required to preload any particular software or application onto the devices it sells (or sell devices that have any particular software or application preloaded). But Verizon customers could download Samsung Internet 4.0 for these devices on an after-purchase basis. *Id.*

118. Please refer to the response to Paragraph 117, above.

119. Verizon does not understand the reference in Paragraph 119 to a web browser being preloaded on Galaxy smartphones that Verizon has “elected to ‘certify.’” It is unclear whether Paragraph 119 is intended to refer to devices Verizon sells on a retail basis or third party devices that Verizon has certified for use on its network. Verizon lacks knowledge or information sufficient to respond to the allegations contained in this paragraph.

G. Answer to Allegations Regarding Called ID and Whitepages

120. Verizon admits that it has offered its customers a Caller Name ID service for a monthly charge of \$2.99. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 120 of the Complaint regarding the scope or details of the referenced arrangements between Samsung and Whitepages regarding caller identification functionality. Verizon denies that it has suppressed competition with respect to integrating Whitepages into Samsung devices or any other mobile application or software. As discussed above, it is in Verizon’s self-interest to permit its customers to access applications or software they choose on the Verizon network, so long as Verizon can ensure that those applications and software pose no threat to the network and can function in a way that does not impair the customer experience. *See* Paulrajan Decl. ¶¶ 3, 6. Paragraph 120 cites to a post on the website “Android Police” that is neither accurate nor probative. The website post speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website.

121. Verizon admits that it sold Samsung Galaxy S7 and S7 Edge devices that did not come preloaded with Whitepages caller identification applications or software. The Commission's rules do not preclude a carrier from selling devices preloaded with the software or applications of its choice; likewise, a carrier is not required to preload any particular software or application onto the devices it sells (or sell devices that have any particular software or application preloaded).

VII. ANSWER TO ALLEGATIONS REGARDING COMPATABILITY OF THIRD PARTY DEVICES

122. Verizon denies that all Apple iPhones sold by Verizon are the same models sold by other carriers. The Apple iPhone 5s and earlier generations of the Apple iPhone sold by other carriers are not the same as the similar models built to work on the Verizon network. *See* Schmidt Decl. ¶3. Those devices did not support CDMA necessary for use on Verizon's network. *Id.* The third party versions of those devices therefore were not compatible with Verizon's network, even when they had the same model name as the corresponding versions that were designed for use on Verizon's network. Accordingly, the Verizon website previously advised customers that iPhones they purchased from another carrier would not be able to be used on the Verizon network. Later iPhone models sold by other carriers – such as the iPhone 6 and iPhone 6 Plus – can be used on the Verizon network with the insertion of a Verizon SIM card. As the Verizon website advised customers, “if you have iPhone 6 or newer, you’ll be able to use it on the Verizon Wireless network.” Exhibit 7 (Apple iPhone FAQs, <https://www.verizonwireless.com/support/iphone-faqs/>).

123. Verizon denies that it publicly disclosed misleading and deceptive information. Verizon admits that, in a January 18, 2016 letter to Mr. Nguyen, it acknowledged that its website needed to be updated to reflect that the more recent iPhone models sold by other carriers (iPhone 6 and

later) could be used on the Verizon network with the insertion of a Verizon SIM card, as discussed in response to Paragraph 122, above. That letter speaks for itself, as does the updated version of the Verizon website, which was updated to state that

if you have iPhone 6 or newer, you'll be able to use it on the Verizon Wireless network.

iPhone 5s or earlier versions used with other carriers can't be used on the Verizon Wireless network because they're not the same as the similar models built to work on the Verizon Wireless network.

Exhibit 7 (Apple iPhone FAQs, <https://www.verizonwireless.com/support/iphone-faqs/>).

124. Verizon denies that the above-referenced statement on its website is deceptive or misleading and denies the allegations contained in Paragraph 124 of the Complaint.

First, while it is theoretically true that a third party device does not necessarily have to be exactly the same as a device sold by Verizon to be compatible with the Verizon network, a device must have the necessary hardware and software to satisfy the published technical requirements and be compatible with the Verizon network. If a device can be certified as meeting Verizon's published technical standards to safely connect with the network, then Verizon welcomes that device to its network. *See* Paulrajan Decl. ¶ 3. As discussed above, it is in Verizon's interest to make many devices available on its network, so long as Verizon can ensure that those devices pose no threat to the network and can function in a way that does not impair the customer experience. *See id.* ¶¶ 3, 6.

Second, Verizon's statement is accurate that the iPhone 5s and earlier iPhone models sold by other carriers are not compatible with the Verizon network. *See* Schmidt Decl. ¶ 3. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments (made without citation or support) regarding the iPhone 5 sold by NorthwestCell.

125. Verizon denies the allegations contained in Paragraph 125 of the Complaint, which refers back to Paragraph 40 of the Complaint. Please refer to the response to Paragraph 40, above.

VIII. ANSWER TO ALLEGATIONS REGARDING DENYING NETWORK ACCESS

126. As discussed above, Verizon denies that it impermissibly “blocked” the Asus Nexus 7. *See* Ex. 6 Verizon admits that Jeff Jarvis submitted an informal complaint to the Commission regarding the Nexus 7, which speaks for itself. Verizon responded to the informal complaint on November 7, 2013. *See* Exhibit 6. As discussed in the responses to Paragraphs 43 and 44, above, Google, Asus, and Verizon discovered a systems issue that required Google and Asus to undertake additional work with the Jelly Bean operating system running on the Nexus 7. But, since Google was about to launch its new Kit Kat operating system, rather than undertake the work to resolve that systems issue with Jelly Bean, Google and Asus asked Verizon to suspend its certification process until Kit Kat was available on the Nexus 7. *Id.* After that occurred, Google, Asus and Verizon collaborated and the device ultimately was certified. *Id.*

127. Verizon denies the allegations contained in Paragraph 127 of the Complaint. As discussed above, Verizon responded to the informal complaint on November 7, 2013. *See* Exhibit 6.

128. Please refer to the responses to Paragraphs 52-54 of the Complaint, above.

129. Please refer to the responses to Paragraphs 52-54 of the Complaint, above.

130. Paragraph 130 of the Complaint appears to cite and/or quote excerpts from a third party website, which speaks for itself.

131. Verizon denies the allegations contained in Paragraph 131 of the Complaint. The fact that Google was able to deliver software to the Asus Nexus 7 tablets that allowed them to work on the Verizon network is irrelevant to its ability to deliver software necessary to allow the

Nexus 7 to work on Verizon's network. They are different devices, with different hardware and different software.

IX. ANSWER TO COUNT ONE

132. Verizon incorporates its responses to the preceding paragraphs of the Complaint as if fully set forth herein.

133. Verizon denies that the allegations in Section III of the Complaint set forth a viable claim that Verizon violated 47 C.F.R. § 27.16. Please refer to the responses to Section III (Paragraphs 37-58) of the Complaint, above. The Commission's statements with respect to any overlap between 47 C.F.R. § 27.16 and the rules adopted by the *2015 Open Internet Order* speak for themselves. Verizon denies that the Complaint sets forth any viable claim that Verizon violated 47 U.S.C. § 202(a) or 47 C.F.R. § 8.5 or § 8.11. *See* Legal Analysis at Section II. As set forth above, Verizon has not impermissibly "blocked" customers from ordering SIM cards for iPhone 6 or 6 Plus devices sold by third parties, nor has Verizon improperly "blocked" other third party devices. As discussed in the responses to Paragraphs 55 and 57, above, the Microsoft Surface 3 devices made for use on other carriers' networks are not compatible with the Verizon network.

A. Answer to Allegations Regarding Customers' Use of Devices of Their Choice

134. Section 27.16(b) of the Commission's rules speaks for itself.

135. Verizon denies that it impermissibly "blocks" customers from ordering SIM cards for third party devices and denies that it denies, limits, or restricts the ability of its customers to use the devices of their choice within the meaning of the Commission's rules. As discussed above, Verizon engages in a certification process to ensure that third party devices comply with published technical standards and do not cause interference, jeopardize security, or otherwise harm its network or customers. Paulrajan Decl. ¶ 6. As part of this process, Verizon does not

offer Verizon SIM cards to customers for third party devices that have not been certified. The Commission's rules – including Section 27.16(b) – expressly permit this approach, stating that carriers do not have to provide access to devices that “would not be compliant with published technical standards reasonably necessary for the management or protection of the licensee's network.” 47 C.F.R. § 27.16(b)(1). As detailed above, the devices identified by Complainant – including the Asus Nexus 7, Apple iPhone 6 and iPhone 6 Plus, and Motorola Nexus 6 – initially could not be identified or certified as compliant or able to connect properly with the Verizon network. Please refer to the responses to Paragraphs 37-58 of the Complaint, above. The Commission's *700 MHz Second Report and Order* speaks for itself.

136. The Commission's *700 MHz Second Report and Order* speaks for itself. Verizon denies that it has engaged in “manipulative white-listing.” Verizon explains in the response to Paragraph 40, above, how it checks against a whitelist to ensure that a device has been certified and is safe for and compatible with the Verizon network. *See also* Paulrajan Decl. ¶¶ 10-12.

137. Verizon denies the allegations contained in Paragraph 137 of the Complaint. Verizon does not hold devices sold by third parties to higher or more stringent standards than those sold by Verizon. If anything, the reverse is true. As discussed above, it is in Verizon's self-interest to make many devices available on its network, so long as Verizon can ensure that those devices pose no threat to the network and can function in a way that does not impair the customer experience. Paulrajan Decl. ¶¶ 3, 6. But not all devices sold by third parties are the same as those versions sold by Verizon. And Verizon must ensure that any device is safe for and can function properly on its network before granting access, just as the Commission's rules contemplate.

B. Answer to Claims Regarding Alleged “Block[ing of]” Non-Harmful Devices

138. Section 8.5 of the Commission’s rules speaks for itself.

139. Verizon denies the allegations contained in Paragraph 139 of the Complaint. As discussed above, the Commission’s Office of Engineering and Technology does not certify devices as being compliant with Verizon’s published technical standards or safe for use on Verizon’s Wireless Network. And, as discussed above, not all devices sold by third parties are the same as those versions sold by Verizon and Verizon has not impermissibly “blocked” third party devices. Verizon engages in a certification process to ensure that third party devices comply with published technical standards and do not cause interference, jeopardize security, or otherwise harm its network or customers. Paulrajan Decl. ¶ 6. As part of this process, Verizon does not offer Verizon SIM cards to customers for third party devices that have not been certified (or cannot be identified as having been certified). *See* Friedman Decl. ¶ 8. The Commission’s rules – including Section 8.5 – expressly permit this approach, recognizing that device access is “subject to reasonable network management.” 47 C.F.R. § 8.5.

C. Answer to Allegations Regarding Consumer Choice

140. Section 8.11 of the Commission’s rules (47 C.F.R. § 8.11) speaks for itself.

141. The Commission’s *2015 Open Internet Order* speaks for itself.

142. Verizon denies that it impermissibly “block[s]” customers from ordering SIM cards for third party devices within the meaning of the Commission’s rules or the *2015 Open Internet Order*. As discussed above, Verizon engages in a certification process to ensure that third party devices comply with published technical standards and do not cause interference, jeopardize security, or otherwise harm its network or customers. Paulrajan Decl. ¶ 6. As part of this process, Verizon does not offer Verizon SIM cards to customers for third party devices that have

not been certified (or cannot be identified as having been certified). The Commission's rules – including Section 8.11 – expressly permit this approach, stating that device access is subject to reasonable network management practices and that “[r]easonable network management shall not be considered a violation of this rule.” 47 C.F.R. § 8.11.

D. Answer to Allegations Regarding Competitive Effects

143. The Commission's *2015 Open Internet Order* speaks for itself. Verizon denies that it is engaged in any impermissible practice that has anti-competitive effects in the market for applications, services, content, or devices.

144. Verizon denies the allegations contained in Paragraph 144 of the Complaint. Verizon admits that it provides wireless service, sells devices to its customers, and offers certain applications and software, either preloaded on devices or available after purchase. Verizon further admits that it or affiliated Verizon companies generate revenue from advertising and operate the go90 video service. Verizon denies that it “ran an electronic news-publishing operation that censored coverage of surveillance and net neutrality.” Contrary to Complainant's assertions, Verizon has an incentive to permit third party devices, applications, and software onto its network. Paulrajan Decl. ¶ 3. As discussed above, it is in Verizon's self-interest to make many devices, applications, and software available on its network, so long as Verizon can ensure that they pose no threat to the network and can function in a way that does not impair the customer experience. *Id.* ¶¶ 3, 6.

145. As discussed in the responses to Paragraphs 43-48 of the Complaint, above, Verizon denies that it impermissibly “block[ed]” the Asus Nexus 7 tablet or suppressed competition for the Ellipsis 7 tablet. *See* Ex. 6. As the response to Paragraph 43 explained, Verizon did not delay the certification process for the Nexus 7 tablet; rather, the delay was caused by a systems

issue and then a request by Google and Asus to suspend the certification process until after the Kit Kat OS was available on the Nexus 7. *Id.*

146. Verizon denies that it impermissibly “blocked” customers from ordering new SIM cards for third party devices. Verizon denies that it “blocked” the Nexus 6 smartphone, in particular, or that it suppressed competition against the Droid Turbo smartphone. Please refer to the responses to Paragraphs 52-54 of the Complaint, above. Verizon further denies that it imposed discriminatory pricing on customers who used third party devices with existing SIM cards. Please refer to the responses to Paragraphs 59-69 of the Complaint, above.

147. Verizon denies that it impermissibly “block[ed]” third party Apple iPhone 6 or iPhone 6 Plus devices or compelled customers to purchase devices from Verizon or affiliated retailers. Please refer to the responses to Paragraphs 49-51 of the Complaint, above.

E. Answer to Allegations Regarding Reasonable Network Management

148. The Commission’s statements regarding reasonable network management speak for themselves. Verizon admits that ensuring network security and integrity, addressing traffic unwanted by end users, and alleviating network congestion represent some reasonable network management objectives or practices. It is unclear what is meant by the reference in Paragraph 148 of the Complaint to Verizon not presenting “evidence” that it pursued these network management objectives or practices. It is unclear whether, when, how, or in what forum Verizon allegedly was required – but failed to – present such “evidence.” Conversely, Complainant has failed to meet its burden of presenting any probative evidence that Verizon has failed to pursue reasonable network management practices.

Verizon denies that it impermissibly “blocked” third party devices. As set forth above, Verizon conducts a device certification process, which tests whether third party devices are compliant with the published technical standards Verizon maintains for its network. *See*

Paulrajan Decl. ¶¶ 6-7; Andresen Decl. ¶ 2. Verizon welcomes third party devices (and software and applications) to its network, as both Verizon and its customers benefit when more devices (and software and applications) can be used on the network. Paulrajan Decl. ¶ 3. But the certification process is a necessary step to ensure that third party devices are safe for the Verizon Wireless network, do not cause interference with other users on the network, and can connect properly and function in a way that does not impair the customer experience. Paulrajan Decl. ¶¶ 6-7. That is the very definition of reasonable network management. In some cases, a particular device could not be certified (at least initially) for a particular reason. Verizon addressed those specific cases above. Verizon did not publicly disclose all of the details associated with those issues because, while Verizon’s device certification process and standards are publicly available, information regarding any particular third party device that comes to Verizon for certification may not be. *See* Andresen Decl. ¶ 3. Verizon must be careful not to disclose any confidential or proprietary information it learns about a third party device in the certification process – especially as its dealings with device manufacturers often are subject to confidentiality agreements or non-disclosure agreements (“NDAs”). *Id.*

F. Answer to Allegations Regarding Discrimination Against Third Party Devices

149. Please refer to the response to Paragraph 36 of the Complaint, above, regarding the general timing and scope of Verizon’s device certification process. 47 U.S.C. § 202(a) and the Commission’s decisions and standards for applying it speak for themselves. But Verizon denies that it impermissibly “blocked” third party Asus Nexus 7, iPhone 6, iPhone 6 Plus, Motorola Nexus 6, or other devices. Verizon denies that all of these third party devices are the same as the devices Verizon sells itself, and otherwise has addressed each of these devices above. *See, e.g.,* Responses to Paragraphs 43-54, *supra*.

G. Answer to Allegations Regarding Protecting the Network

150. The decades-old cases cited in Paragraph 150 of the Complaint are neither cited correctly nor relevant here and, in any event, speak for themselves. It is unclear what is meant by Paragraph 150's reference to a "gatekeeper." But Verizon denies that it is suppressing competition from third parties under the guise of protecting its network, denies that it is unreasonably withholding necessary hardware (SIM cards) for third party devices, and denies that it is interfering with customers' ability to use the devices of their choice or with edge providers' ability to make the devices of their choice available to customers. As discussed many times above in response to other Paragraphs of the Complaint, Verizon conducts a device certification process, which tests whether third party devices are compliant with the published technical standards Verizon maintains for its network. *See* Paulrajan Decl. ¶ 6. Verizon welcomes third party devices (and software and applications) to its network, as both Verizon and its customers benefit when more devices (and software and applications) can be used on the network. Paulrajan Decl. ¶ 3. But the certification process is a necessary step to ensure that third party devices are safe for the Verizon Wireless network, do not cause interference with other users on the network, and can connect properly and function in a way that does not impair the customer experience. *Id.* ¶¶ 6-7. That is the definition of reasonable network management, which is expressly permitted by the Commission's rules.

151. Verizon denies the allegations contained in Paragraph 151 of the Complaint. It is unclear what is meant by the reference in Paragraph 151 to Verizon "[n]eglecting to specify" how particular devices could harm its network. It is unclear whether, when, how, or in what forum Verizon allegedly should have – but neglected to – specify this information. In some cases, a particular device could not be certified (at least initially) for a particular reason, as discussed above. In those instances, Verizon worked directly with the third party that had submitted the

device for certification to identify and address all aspects of those issues. Verizon did not publicly disclose all of the details associated with those issues because, while Verizon's device certification process and technical standards are publicly available, information regarding any particular third party device that comes to Verizon for certification may not be. *See Andresen Decl.* ¶ 3. Verizon must be careful not to disclose any proprietary or confidential information about a particular third party device that it discovers in the certification process – especially as its dealings with device manufacturers often are subject to confidentiality agreements or NDAs. *Id.* Complainant has failed to present any probative evidence that Verizon's conduct with respect to those or any other devices reflected anything other than reasonable network management practices.

152. Paragraph 152 of the Complaint repeats allegations made multiple times in other Paragraphs of the Complaint. Verizon denies the allegations contained in Paragraph 152 for the reasons stated many times above. Among other things, the referenced third party devices are not the same as the versions sold by Verizon and Verizon did not “block” these devices. And, again, it is unclear what is meant by Paragraph 152's reference to Verizon not providing “evidence” that usage of these devices prior to certification could harm its network. It is unclear whether, when, how, or in what forum Verizon allegedly was required – but failed to – provide such “evidence.” If a device was not certified, Verizon worked directly with the third party that had submitted the device for certification to identify and address all aspects of whatever issue had arisen. Verizon did not publicly disclose all of the details associated with those issues because, while Verizon's technical standards are publicly available, information regarding any particular third party device that comes to Verizon for certification may not be. *See Andresen Decl.* ¶ 3. Verizon must be careful not to disclose any proprietary or confidential information about a

particular third party device that it discovers in the certification process – especially as its dealings with device manufacturers often are subject to confidentiality agreements or NDAs. *Id.* Complainant has failed to present any probative evidence that Verizon’s conduct with respect to those or any other devices reflected anything other than reasonable network management practices.

153. Verizon denies that its certification process works differently for prepaid customers as compared to postpaid customers. Just like postpaid customers bringing their own devices, prepaid customers bringing their own devices still must check their device identifiers (the IMEI) against the list of valid and certified devices in Verizon’s database. *See* Friedman Decl. ¶¶ 5-8.¹³ Verizon will not provide and/or activate a SIM card for a prepaid third party device that is not in the database. *Id.* ¶ 8. Verizon does offer SIM cards on its website for prepaid customers bringing their own devices, and certain national retailers offer them, as well. *See* Exhibit 13 (<https://www.verizonwireless.com/accessories/4g-sim-activation-kit/>). However, a prepaid customer cannot simply acquire a Verizon SIM kit from this website (or a retailer), stick it in to any third party device, and have it work on the Verizon network. Friedman Decl. ¶ 10. A customer purchasing a SIM kit from the website (or a retailer) still would need to go through the process of activating the SIM, which involves the whitelist process described above. *Id.* ¶ 10; *see also* Paulrajan Decl. ¶¶ 10-12.

Verizon lacks knowledge or information sufficient to form a belief as to the truth of the averments regarding what other carriers’ practices are with respect to certification of devices

¹³ Customers can go to www.verizonwireless.com/certifieddevice to validate and activate a device. This site is used by both postpaid and prepaid customers.

used by prepaid customers or ensuring security of their networks in connection with devices used by prepaid customers.

154. Verizon admits that how customers pay for service has no bearing on the security of the network. That is why Verizon has a device certification process to ensure that all devices used on its network – whether used by prepaid or postpaid customers – can connect safely with the network. As discussed in response to Paragraph 153 of the Complaint, above, Verizon does not treat prepaid and postpaid customers differently and does not offer and/or activate SIM cards for prepaid service without requiring customers to enter a device identifier or check against a whitelist confirming that it can be used on Verizon’s network.

155. Verizon admits that, as of July 2016, it had more than 141 million customers, the majority of which are postpaid customers. It is unclear what is meant by the reference in Paragraph 155 of the Complaint to Verizon’s “position as gatekeeper.” For the reasons set forth above, Verizon denies that it impermissibly “blocks” postpaid customers from ordering SIM cards for third party devices. Verizon does not simply “elect” not to certify a compatible device, as Complainant suggests. Rather, Verizon will not provide a Verizon-specific SIM card for a customer who has a device that either (a) was not presented to Verizon for certification, such that Verizon does not know what the device is or whether it is compatible with the network, or (b) could not be certified because it did not meet the published technical standards. In order to protect its network and customers, Verizon cannot permit network access by unknown devices or devices that may not be compatible with or are potentially harmful to its network.

X. ANSWER TO COUNT TWO

156. Verizon incorporates its responses to the preceding paragraphs of the Complaint as if fully set forth herein.

157. Verizon denies that the allegations in Section IV of the Complaint set forth a viable claim that Verizon violated 47 C.F.R. § 27.16. Please refer to the responses to Section IV (Paragraphs 59-69) of the Complaint, above. Verizon further denies that the Complaint sets forth any viable claim that Verizon violated 47 U.S.C. § 202(a) or 47 C.F.R. § 8.5 or § 8.11. For the reasons stated above, Verizon denies that it imposed “discriminatory effective ‘activation fees’” on customers who brought their own devices to the Verizon network from December 2013 to January 2014, January 2014 to March 2014, or July 2014 to November 2015. Verizon also denies that it continues to impose discriminatory effective line access charges on customers bringing their own devices. As discussed above, Verizon at times offered certain promotional pricing as a permitted incentive offer to encourage customers to finance their devices through a particular equipment purchase option. But Verizon did not draw a distinction between customers who purchased a device from Verizon and those who brought their own devices. Verizon charged the same monthly access charge and the same activation fee to customers who purchased a subsidized device from Verizon in connection with a two-year service contract or purchased a device from Verizon paying the full retail price upfront as it did to those customers who brought their own device. *See* Ambio Decl. ¶¶ 8-16.

158. Verizon denies that the table contained in Paragraph 158 of the Complaint is complete and accurate. Verizon has been unable to verify that the “Effective ‘activation fee’ for financing a device through Verizon” was \$35 for March 2014 through July 2014. Otherwise, the right hand column depicts the “Effective ‘activation fee’” not just for customers who brought their own devices, but also for customers who purchased a subsidized device from Verizon in connection with a two-year service contract or purchased a device from Verizon paying the full retail price upfront. In setting pricing for the activation fee, Verizon did not draw a distinction

between customers purchasing devices from Verizon and those bringing their own device.

Please refer to the response to Paragraph 69, above.

159. Verizon denies that the table contained in Paragraph 159 of the Complaint is complete and accurate. The pricing under the MORE Everything plans for customers with data transfer caps of 10 GB or higher changed over time and was not static as depicted from February 2014 through the present. Moreover, the right hand column depicts the “[e]ffective line access charge” not just for customers who brought their own devices, but also for customers who purchased a subsidized device from Verizon in connection with a two-year service contract that expired or purchased a device from Verizon paying the full retail price upfront or otherwise were month-to-month. In setting the line access charge pricing under the MORE Everything plans, Verizon did not draw a distinction between customers purchasing devices from Verizon and those bringing their own device. Please refer to the response to Paragraphs 67-68, above.

Indeed, at least from April 2014 through March 2016, the effective monthly line access charge for a customer financing a smartphone through Verizon and a customer bringing his or her own smartphone that was certified for use on the Verizon network was the same (\$15 per month at certain data levels).

160. Verizon denies the allegations contained in Paragraph 160 of the Complaint and denies that it engaged in any discriminatory pricing. Please refer to the response to Paragraph 159, above. Verizon provided the same pricing to customers who brought their own devices as it did to customers who purchased a subsidized device from Verizon in connection with a two-year service contract that expired or purchased a device from Verizon paying the full retail price upfront or otherwise were under month-to-month contracts. The only exception, discussed in

Paragraph 65 above, was for customers who attempted to use third party devices that were not certified for use on the Verizon network and/or that Verizon could not identify.

A. Answer to Allegations Regarding Customers' Ability To Use Devices of Their Choice

161. Section 27.16 of the Commission's rules speaks for itself. The Commission's *700 MHz Second Report and Order* speaks for itself.

162. Verizon denies that it imposed discriminatory pricing on customers. Please refer to the responses to Paragraphs 65, 67-69, 157-160, above.

B. Answer to Allegations Regarding the Scope of the "No Blocking" Rule

163. The Commission's orders and 47 C.F.R. § 8.5 speak for themselves. 47 C.F.R. § 8.5 does not refer to – or apply to – pricing. *See* Legal Analysis at Section III.

C. Answer to Allegations Regarding Competitive Effects

164. Section 8.11 of the Commission's rules and the Commission's *700 MHz Second Report and Order* speak for themselves. Verizon denies that Paragraph 164 identifies any violation of Section 8.11 of the Commission's rules. Verizon denies that it compelled any customer to purchase a device from a third party at a higher price than it could have purchased a device from Verizon. Verizon denies that it engaged in discriminatory pricing. Please refer to the responses to Paragraphs 65, 67-69, and 157-160 of the Complaint, above.

165. Verizon denies the allegations contained in Paragraph 165 of the Complaint. Please refer to the responses to Paragraphs 65, 67-68, and 159-160 of the Complaint, above.

D. Answer to Allegations Regarding Whether Verizon Discriminated Against Customers Bringing Their Own Devices under 47 U.S.C. § 202(a)

166. 47 U.S.C. § 202(a) and the Commission's decisions applying that statute speak for themselves. *See* Legal Analysis at Section III.

E. Answer to Allegations Regarding Application of Line Access Discounts

167. Verizon admits that it previously advised Mr. Nguyen that it did not discriminate against customers who brought their own devices. Verizon's January 18, 2016 letter to Mr. Nguyen speaks for itself.

168. Verizon's correspondence to Mr. Nguyen and statements on its website speak for themselves. Verizon otherwise denies the allegations contained in Paragraph 168 of the Complaint. Setting aside the rhetoric in that Paragraph, to which no response is required, Complainant misstates or misunderstands Verizon's application of the referenced line access discounts. As discussed in response to Paragraph 65, above, Verizon did provide promotional discounts regarding line access charges to customers on month-to-month arrangements who brought their own devices that were certified for use on the Verizon network. However, Verizon was unable to provide the discount to those month-to-month customers who attempted to use third party smartphone devices that were *not* certified for use on the Verizon network and/or that Verizon could not identify. For example, these could have been customers that were using a Nexus 6 or iPhone 6 before those phones were identifiable and/or certified for use on Verizon's network, as discussed above. Because those phones were not compatible with Verizon's network and/or could not be confirmed to be certified for use on Verizon's network, Verizon's systems did not recognize them as valid smartphones and did not provide a discount on the associated accounts.

169. Verizon denies the allegations contained in Paragraph 169 of the Complaint. As stated above, Verizon did provide month-to-month line access discounts to customers on month-to-month agreements. Verizon did not provide discounts to those month-to-month customers who attempted to use third party devices that were *not* certified for use on the Verizon network and/or that Verizon could not identify. That is not an "invented ... farcical discriminatory condition,"

as Complainant alleges. Rather, that reflects the fact that Verizon must ensure the safety and functionality of its network, and that those customers were attempting to use devices that could not be confirmed as non-harmful.

F. Answer to Allegations Regarding Permitted Incentives

170. 47 C.F.R. § 27.16 and the Commission's *700 MHz Second Report and Order* speak for themselves.

171. Verizon's January 18, 2016 letter to Mr. Nguyen speaks for itself. Verizon admits that it did not discriminate against using third party devices, and that it offered certain promotional pricing as a permitted incentive offer to encourage customers to adopt a particular equipment purchase option.

172. To the extent any response to Paragraph 172 of the Complaint is necessary, Verizon denies the allegations contained in Paragraph 172.

173. Verizon does not understand the allegations contained Paragraph 173 of the Complaint. Paragraph 173 suggests that customers could have "saved money" by purchasing devices from third parties at lower prices than what they could have purchased those devices for from Verizon. But neither Paragraph 173 nor the referenced Section IV of the Complaint suggest that Verizon compelled customers to purchase devices from Verizon (and Verizon certainly could not prevent customers from purchasing a device from another party or compel customers to pay a device from Verizon). Paragraph 173 then alleges that Verizon engaged in discriminatory pricing (which Verizon denies), that does not appear related to the allegation that customers could have purchased devices for less elsewhere. While Paragraph 173 suggests that the alleged discriminatory pricing (charging customers more for service and in activation fees) "suppressed" competition for device purchases, that makes no sense. If Verizon were engaged in discriminatory pricing (which it denies), then that only would have incentivized customers to

purchase devices from elsewhere, rather than from Verizon. As such, Verizon cannot reasonably respond to Paragraph 173, other than to deny that it engaged in discriminatory pricing, as discussed above.

174. Verizon denies the allegations contained in Paragraph 174 of the Complaint. Please refer to the response to Paragraph 163, above. 47 C.F.R. § 8.5 does not refer – or apply – to pricing.

XI. ANSWER TO COUNT THREE

175. Verizon incorporates its responses to the preceding paragraphs of the Complaint as if fully set forth herein.

176. Verizon denies that the allegations in Section V of the Complaint set forth a viable claim that Verizon violated 47 C.F.R. § 27.16. Please refer to the responses to Section V (Paragraphs 70-81) of the Complaint, above. Verizon further denies that the Complaint sets forth any viable claim that Verizon violated 47 U.S.C. § 201(b) or 47 C.F.R. § 8.5 or § 8.11. As discussed above, Verizon denies that it has compelled edge providers to disable FM radio capabilities and denies that it has done anything improper with respect to embedded Apple SIMs.

177. 47 C.F.R. § 27.16(e) speaks for itself.

178. The Commission's *700 MHz Second Report and Order*, 47 C.F.R. §§ 8.5 and 8.11, and 47 U.S.C. § 201(a) all speak for themselves. For the reasons set forth in the responses to Paragraphs 70-81 of the Complaint, above, Verizon denies that it violated any of those provisions with respect to FM radio capabilities or embedded Apple SIMs.

179. Verizon admits that customers can use 9.7 inch Apple iPad Pro tablets on other providers' networks by using a SIM card compatible with those networks. As discussed in response to Paragraph 79 of the Complaint, above, customers can use the 9.7 inch iPad Pro tablet on Verizon's network with the insertion of a Verizon-specific SIM card – just as they would with other devices. *See* Schmidt Decl. ¶ 4. And customers wishing to take their 9.7 inch iPad Pro

from Verizon to another carrier can do so by using a SIM compatible with that other carrier's network – just as they could with other devices that leave the Verizon network.

XII. ANSWER TO COUNT FOUR

180. Verizon incorporates its responses to the preceding paragraphs of the Complaint as if fully set forth herein.

181. Verizon denies that the allegations in Section VI of the Complaint set forth a viable claim that Verizon violated 47 C.F.R. § 27.16. Please refer to the responses to Section VI (Paragraphs 82-121) of the Complaint, above. For the reasons set forth above, Verizon further denies that the Complaint sets forth any viable claim that Verizon violated 47 U.S.C. § 201(b), 47 C.F.R. § 8.5 or § 8.11, or the *2012 Consent Decree*. See Legal Analysis at Section V.

As discussed above, Verizon denies that it impermissibly “blocked” any application or software. In essence, Complainant contends that Verizon violated the rules by selling devices that had certain applications or software preloaded, but not others. However, the Commission's rules do not require a carrier to preload any particular application or software onto the devices it sells (or sell devices that have any particular application or software preloaded). Indeed, there is nothing precluding a carrier from selling devices preloaded with the software or applications of its choice, subject to whatever commercial arrangements it makes with its device suppliers. And Verizon does not “block” customers from downloading and using any application or software after purchasing a device. See Dennis Decl. ¶ 3. To the extent they are available and technically compatible with the device and Verizon's network, Verizon's customers are free to download and use any applications or software of their choice after purchase. *Id.* But it cannot possibly be a violation of the governing statute or regulations any time a customer complains that the carrier sold a device that did not come preloaded with a particular application or software.

182. Verizon admits that, in 2012, it entered into a Consent Decree with the Commission's Enforcement Bureau. The terms of the Consent Decree speak for themselves. *See 2012 Consent Decree, supra*. Verizon agrees that it does not block third party tethering applications in Google's application store. Verizon denies that it disables built-in tethering features on devices and denies that it charges customers \$20 per month to "re-enable" those features. Verizon further denies that it "effectively has a monopoly on tethering for iPhones." As discussed in response to Paragraph 15, above, Verizon does not disable any tethering feature or functionality, nor does it block customers from using any third party tethering applications that are available and work on their particular devices. *See Vaidya Decl.* ¶ 4. Verizon does offer its own tethering service in connection with certain (older) data plans, for which Verizon has charged a fee. *Id.* For its more current, usage-based plans, Verizon does not charge for its tethering service. *Id.* But there is no prohibition on carriers charging customers for tethering services. To the contrary, the Commission expressly has acknowledged that Verizon charges "an additional monthly fee" for tethering service, but has not stated any concern with that practice. *2012 Consent Decree* ¶ 4.

A. Answer to Allegations that Verizon Limits Customers' Ability To Use the Devices and Applications of Their Choice and Edge Providers' Ability To Develop the Devices and Applications of Their Choice

183. The Commission's *700 MHz Second Report and Order* and 47 C.F.R. § 27.16(b) and (e) speak for themselves. Verizon denies that it impermissibly "blocked" any application. Verizon admits that it sold devices that were preloaded with certain applications. However, the Commission's rules and orders do not preclude a carrier from selling devices preloaded with the software or applications of its choice, subject to whatever commercial arrangements it makes with its device and applications/software suppliers. Likewise, there is nothing requiring a carrier to preload any particular application or software onto the devices it sells (or sell devices that have any particular application or software preloaded). Moreover, Verizon does not "block[]"

customers from downloading and using any application or software after purchasing a device. *See* Dennis Decl. ¶ 3. To the extent they are available and technically compatible with the device and Verizon’s network, Verizon’s customers are free to download and use any applications or software of their choice after purchase. *Id.*

B. Answer to Allegations that Verizon Requested Applications Be Made Unavailable to Customers

184. Verizon denies the allegations contained in Paragraph 184 of the Complaint. It is unclear what Complainant is seeking with respect to preloading of particular applications. But Verizon denies that the *2012 Consent Decree* – or any other Commission order, rule, or statute – requires it to sell devices loaded with whatever applications a device manufacturer or edge provider chooses. As Complainant acknowledges, that *2012 Consent Decree* specifically states that “nothing herein obligates Verizon ... to make any particular Application available to its customers.” *Id.* ¶ 13(c). Indeed, there is nothing requiring a carrier to preload any particular application or software onto the devices it sells (or sell devices that have any particular application or software preloaded). Likewise, nothing precludes a carrier from selling devices preloaded with the software or applications of its choice, subject to whatever commercial arrangements it makes with its device suppliers. In other words, Verizon is not required to sell a device that an edge provider preloaded with an application that Verizon did not want included. And Verizon can request and sell devices that only preload the applications Verizon wants.

To be sure, the *2012 Consent Decree* indicated that Verizon could not request that applications be made unavailable to customers. *Id.* But requesting a device that does not include a particular application as a preloaded app is very different than asking that the application be made altogether unavailable to customers. Verizon does not “block” any compatible application from otherwise being made available. To the extent they are available and technically

compatible with the device and Verizon's network, Verizon's customers are free to download and use any applications or software of their choice after purchasing a device. *See* Dennis Decl.

¶ 3. Millions of them do exactly that.

185. The Commission's C Block rules and *700 MHz Second Report and Order* speak for themselves. For the reasons set forth above, Verizon denies that it "flouted" the Commission's rules.

186. Verizon agrees that it has denied "block[ing]" tethering applications or the Google Wallet application. Please refer to the response to Paragraphs 15-19, above, regarding Complainant's tethering allegations. Please refer to the responses to Paragraphs 32-35, above, regarding Complainant's allegations concerning Google Wallet.

187. Verizon agrees that it has denied "block[ing]" Microsoft OneDrive and Samsung Pay. Please refer to the responses to Paragraphs 91-113 of the Complaint, above. As discussed in the response to Paragraph 184, there is nothing requiring a carrier to preload any particular application or software onto the devices it sells (or sell devices that have any particular application or software preloaded). Likewise, nothing precludes a carrier from selling devices preloaded with the software or applications of its choice, subject to whatever commercial arrangements it makes with its device suppliers. But Verizon does not "block" any compatible application from being made available. To the extent they are available and technically compatible with the device and Verizon's network, Verizon's customers are free to download and use any applications or software of their choice after purchasing a device.

188. It is unclear what Paragraph 188 of the Complaint is referring to when it asserts what the "record reflects." As discussed above, Verizon denies that it has engaged in any impermissible conduct with respect to any applications.

C. Answer to Allegations Regarding “Blocked” Applications

189. 47 C.F.R. § 8.5 speaks for itself. Verizon otherwise denies the allegations contained in Paragraph 189 of the Complaint. As discussed in response to Paragraphs 87-90, 96-113, and 114-119, respectively, Verizon has not impermissibly “blocked” customers from using Pay with PayPal, Samsung Pay, or Samsung Internet.

190. Verizon denies the allegations contained in Paragraph 190 of the Complaint. Please refer to the responses to Paragraphs 87-90, 96-113, and 114-119, above.

D. Answer to Allegations Regarding Consumer Choice

191. 47 C.F.R. § 8.11 and the Commission’s *2015 Open Internet Order* speak for themselves. Verizon supports consumer choice, and denies that it has violated either 47 C.F.R. § 8.11 or the Commission’s *2015 Open Internet Order*.

192. For the reasons set forth above, Verizon denies the allegations contained in Paragraph 192 of the Complaint and denies that it “blocked” applications that compete against “Verizon-backed applications” (whatever those may be).

E. Answer to Allegations Regarding Competitive Effects

193. Paragraph 193 of the Complaint quotes an excerpt from the Commission’s *2015 Open Internet Order*, which speaks for itself.

194. Verizon denies the allegations contained in Paragraph 194 of the Complaint, which repeat the allegations contained in Section IX.D (Paragraphs 143-147) of the Complaint. Please refer to the responses to Paragraphs 143-147, above. The 1982 case cited in Paragraph 194 is from the U.S. District Court for the District of Columbia, not the D.C. Circuit, and is not relevant here.

195. The 1982 decision by the U.S. District Court for the District of Columbia referenced in Paragraph 195 of the Complaint is not relevant here. Verizon otherwise denies the allegations contained in Paragraph, which do not appear relevant to any claims asserted by Complainant

here. In January 2016, Verizon began offering its FreeBee sponsored data service, which allows Verizon subscribers to use, watch, stream, and download specific content on their mobile devices without charges to their data plans. Those charges are paid for by a sponsor, which provides the content. The FreeBee data service is available to all content providers. The go90 video service is a customer that has been paying for data under the FreeBee service in accordance with the available rates – just the same as any other provider who wishes to use the service would. *See* www.vzw.com/business/freebee.

196. The 1982 decision by the U.S. District Court for the District of Columbia referenced in Paragraph 196 of the Complaint is not relevant here. Verizon denies that it “ran a ‘news’ operation” that censored coverage of surveillance and net neutrality and “tried to hide Verizon’s influence.” Nor does that allegation appear to have any relevance to any claims asserted by Complainant here. Verizon otherwise lacks knowledge or information sufficient to form a belief regarding the allegations contained in Paragraph 196. Please refer to the response to Paragraph 195, above, regarding Verizon’s FreeBee data service.

197. The 1982 decision by the U.S. District Court for the District of Columbia referenced in Paragraph 197 is not relevant here. Furthermore, it is unclear what is meant by Paragraph 197’s reference to Verizon “abus[ing] its position as gatekeeper.” For the reasons discussed above, Verizon denies that it violated any rule or statute with respect to selling devices with certain applications preloaded.

F. Answer to Allegations Regarding Adoption of Innovative Applications

198. Paragraph 198 of the Complaint quotes an excerpt from the Commission’s *2015 Open Internet Order*, which speaks for itself.

199. Verizon denies that it “block[ed]” Samsung Pay or “stifled adoption of an innovative application.” Verizon supports the use of Samsung Pay, and Verizon customers continue to use

Samsung Pay on the Verizon network today. Please refer to the responses to Paragraphs 96-113 and 187 of the Complaint, above, regarding Samsung Pay.

200. Please refer to the responses to Paragraphs 96-113 and 187 of the Complaint, above, regarding Samsung Pay.

G. Answer to Allegations that Verizon’s Practices Are Motivated Primarily by Business Reasons

201. The Commission rules discussed in Count Four speak for themselves, and contain express references to reasonable network practices and similar language. Paragraph 201 of the Complaint quotes an excerpt from the Commission’s *2015 Open Internet Order*, which also speaks for itself.

202. Paragraph 202 of the Complaint repeats various assertions contained in Paragraphs 96-113. Please refer to the responses to Paragraphs 96-113 and 187, above, regarding Samsung Pay.

H. Answer to Additional Allegations Regarding Tethering

203. The Commission’s rules and *700 MHz Second Report and Order* speak for themselves. Verizon denies that it has engaged in “application-specific discrimination against tethering.”

204. Verizon admits that Paragraph 204 of the Complaint cites to a 2012 post on a third party website, which purports to quote Verizon’s director of public relations. That post speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website. As discussed above (*see, e.g.*, responses to Paragraphs 15 and 82), Verizon denies that it disables built-in tethering features on devices and denies that it charges customers \$20 per month to “re-enable” those features. Verizon does not disable any tethering feature or functionality, nor does it block customers from using any third party tethering applications that are available and work on their particular devices. *See Vaidya Decl.* ¶ 4.. Verizon does offer its own tethering *service* in connection with certain (older) data plans, for which Verizon has

charged a fee. *Id.* For its more current, usage-based plans, Verizon does not charge for its tethering service. *Id.* But there is no prohibition on carriers charging customers for tethering services. To the contrary, the Commission expressly has acknowledged that Verizon charges “an additional monthly fee” for tethering service, but has not stated any concern with that practice.

2012 Consent Decree ¶ 4.

205. Verizon denies that its May 11, 2016 letter to Mr. Nguyen is “self-contradictory,” but that letter speaks for itself. As Verizon explained, tethering capability can depend not just on what is in the device, but on using a tethering service or application (from Verizon or a third party) to make it work. Verizon neither disables any tethering feature or functionality, nor does it block customers from using any tethering applications or services that are available and work on their particular devices. *See Vaidya Decl.* ¶ 4.

206. To the extent any response to Paragraph 206 is necessary, Verizon denies the allegations contained in that Paragraph.

207. Paragraph 207 appears to quote an excerpt from a third party website, which speaks for itself. Otherwise, please refer to the responses to Paragraphs 204-205, above.

208. 47 C.F.R. § 27.16(c)(1) speaks for itself. Verizon denies that it disables tethering features and denies that it charges to “re-enable” them. Verizon denies that it “arbitrarily disadvantages applications that compete against Verizon-backed applications,” whatever they may be. Verizon otherwise denies the allegations contained in Paragraph 208.

209. Verizon denies that it “impose[s] application-specific discrimination against tethering.” Verizon admits that it does not disable Face Time. Verizon otherwise does not understand – and therefore can neither admit nor deny – the allegations contained in Paragraph 209, including the

assertions regarding what Verizon “expect[s]” and “assum[es]” regarding “customers who tether.”

210. Paragraph 210 of the Complaint appears to quote an excerpt from a third party website, which speaks for itself (though Verizon cannot admit or deny whether the Complaint completely and accurately quotes the website). Verizon does not understand – and therefore can neither admit nor deny – the allegation in Paragraph 210 that “Verizon controls how much bandwidth it provisions for all customers ... so tethering can’t utilize more bandwidth than the carrier allows.”

211. Verizon denies that it engages in “application-specific discrimination against tethering” and denies that it is engaged in activity “tantamount to a fixed ISP prohibiting Wi-Fi unless customers pay additional fees.” Verizon otherwise denies that allegations contained in Paragraph 211 of the Complaint.

212. For the reasons set forth above, Verizon denies that it disables built-in tethering features and denies that it charges \$20 per month to “re-enable” them. *See Vaidya Decl.* ¶ 4. It is unclear what Paragraph 212 of the Complaint means when it alleges that Verizon “controls ‘certification’ of and dominates sales of devices for mobile Internet access” or how that relates to the claim that Verizon disables built-in tethering features.

213. Verizon admits that Paragraph 213 of the Complaint purports to quote an excerpt from a third party website. The excerpt speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website. Paragraph 213 also appears to reference a statement by Chairman Wheeler, whose remarks also speak for themselves. But neither the referenced remarks by Chairman Wheeler nor the quoted web posting appear to have anything to do with Complainant’s allegations regarding tethering.

214. As discussed above, Verizon denies that it disables built-in tethering features and denies that it charges \$20 per month to “re-enable” them. Verizon does not understand the remaining allegations contained in Paragraph 214 of the Complaint – include the meaning of the phrase “bandwidth-based data plans” – or how those allegations relate to Complainant’s allegations regarding tethering and, therefore, neither admits nor denies them.

I. Answer to Additional Allegations that Verizon Discriminates Against Applications that Compete Against “Verizon-Backed Applications”

215. 47 U.S.C. § 202(a) and the Commission’s decisions applying that statute speak for themselves. The Commission’s application of § 202(a) is addressed in the Legal Analysis at Section V. Verizon denies that it has violated § 202(a) and denies that it discriminates against applications that compete with “Verizon-backed applications” (whatever those may be).

J. Answer to Allegations that “Blocking” Preloading of Applications Is “Blocking”

216. Paragraph 216 of the Complaint repeats allegations that have been addressed above. Please refer to the responses to Paragraphs 91-95 (regarding OneDrive, OneNote and Skype), 96-113 (regarding Samsung Pay), and 187 (regarding OneDrive and Samsung Pay), above. Verizon agrees that it chose to sell devices preloaded with certain applications, that doing so was not a violation of any Commission rule, and that the particular applications Complainant references are available to Verizon customers as separate downloads.

217. To the extent any response to Paragraph 217 of the Complaint is necessary, Verizon denies the allegations contained in that Paragraph.

218. The Commission’s Rules and the Commission’s orders speak for themselves.

219. 47 C.F.R. § 8.5 and the Commission’s *2015 Open Internet Order* speak for themselves. Please refer to the responses to Paragraphs 96-113 and 187, above, regarding Complainant’s allegations with respect to Samsung Pay and Android Pay.

K. Answer to Allegations that Verizon Can Still “Block” Devices that Verizon Does Not Block

220. Paragraph 220 of the Complaint appears to be quoting, without citation, a January 18, 2016 letter from Verizon to Mr. Nguyen. That letter speaks for itself. But Verizon agrees that it chose to sell Samsung devices preloaded with certain applications and that it has no influence on whether other applications – including Samsung Pay – are available preloaded on devices sold by other entities.

221. It is unclear what is meant by Paragraph 221’s claim that “Verizon’s retail operations ... dominate device sales” for Verizon’s customers. Similarly, it is unclear what is meant by Paragraph 221’s assertion that “the record reflects” that Verizon “could retaliate” against Samsung for supplying devices preloaded with Samsung Pay to other providers or selling them to non-Verizon customers. That is baseless speculation, and Verizon has no interest in retaliating against Samsung for making Samsung Pay available in other channels. To the contrary, while Verizon chose to sell devices that did not include Samsung Pay as a preloaded application, Verizon has supported Samsung Pay as a download for its customers since October 2015. It would make no sense for Verizon to “retaliate” against Samsung for offering an application that Verizon itself supports. For the same reason, Verizon does not understand Complainant’s unsupported speculation that Verizon’s decision to sell devices that did not preload Samsung Pay somehow “influenced” Samsung not to preload the application onto other devices or that Verizon “could” deny certification of third party devices preloaded with Samsung Pay.

XIII. ANSWER TO COUNT FIVE

222. Verizon incorporates its responses to the preceding paragraphs of the Complaint as if fully set forth herein.

223. 47 C.F.R. § 8.3 speaks for itself.

224. The Commission's orders and the Enforcement Bureau's advisory guidance speak for themselves.

225. The Commission's *2015 Open Internet Order* speaks for itself.

226. As discussed above, Verizon denies that it has inaccurately stated that third party devices that are compatible with its network are not. Please refer to the responses to Paragraphs 55-58 and 122-125 of the Complaint, above.

XIV. ANSWER TO COUNT SIX

227. Verizon incorporates its responses to the preceding paragraphs of the Complaint as if fully set forth herein.

228. 47 C.F.R. § 27.16(d) speaks for itself. But Verizon denies that § 27.16(d) requires C Block licensees to provide "customers" with the relevant network criteria for attaching devices and applications, as alleged. The rule speaks in terms of written responses to a "requester" that had submitted a request for access.

229. 47 C.F.R. § 27.16(f) speaks for itself. But Verizon denies that § 27.16(f) simply places the burden of proof on C Block licensees to demonstrate they have adopted reasonable network standards and reasonably applied them. The rule indicates that a complainant must first "set[] forth a prima facie case that the C Block licensee has refused to attach a device or application in violation of the requirements adopted in this section." *Id.* Only then will the licensee have the burden of proof to demonstrate that it adopted "reasonable network standards and reasonably applied those standards in the complainant's case." *Id.*

230. The Commission's rules and orders speak for themselves.

231. Verizon denies the allegations contained in Paragraph 231 of the Complaint. As discussed in Paragraphs 43-48 and 126, above, Verizon did not "block" the Asus Nexus 7 tablet. *See Ex. 6.* Google, Asus, and Verizon discovered a systems issue that required Google and Asus

to undertake additional work with the Jelly Bean operating system running on the Nexus 7. *Id.* But, since Google was about to launch its new Kit Kat operating system, rather than undertake the work to resolve that systems issue with Jelly Bean, Google and Asus asked Verizon to suspend its certification process until Kit Kat was available on the Nexus 7. *Id.* After that occurred, Google, Asus and Verizon collaborated and the device was certified. *Id.*

Verizon did specify the systems issue to Google and Asus, the parties that had requested network access for the device. Verizon does not have a duty to disclose information to any other party regarding whatever specific issue might have arisen with respect to a specific device. *See* Legal Analysis at Section VII. To the contrary, while Verizon's technical standards are publicly available, information regarding any particular third party device that comes to Verizon for certification may not be. *See* Andresen Decl. ¶ 3. Verizon must be careful about disclosing proprietary or confidential information about a particular third party device that it discovers in the certification process – especially as its dealings with device manufacturers often are subject to confidentiality agreements or NDAs. *Id.*

232. Please refer to the responses to Paragraphs 43-48, 126, and 231, above.

233. 47 C.F.R. § 27.16 and the 700 MHz *Second Report and Order* speak for themselves.

234. Paragraph 234 of the Complaint repeats allegations made in previous paragraphs. Please refer to the responses to Paragraphs 36, 49-51, and 149, above.

235. Verizon admits that Paragraph 235 of the Complaint cites to a 2007 Washington Post article purporting to quote Verizon's Lowell McAdam. The article speaks for itself.

236. Verizon denies that it violated 47 C.F.R. § 8.3 and denies that it publicly disclosed misleading and deceptive information. Please refer to the responses to Paragraphs 70-78, above, regarding Claimant's allegations with respect to FM radio. Verizon denies that it lied about

‘evaluating’ and testing the Pay with PayPal and Samsung Pay applications and denies that it was “‘evaluating how to suppress competition,” as alleged – without basis – in Paragraph 236. Please refer to the responses to Paragraphs 87-90, above, regarding Pay with PayPal. Please refer to the responses to Paragraphs 96-113 and 187, above, regarding Samsung Pay.

XV. ANSWER TO PRAYER FOR RELIEF

237. Verizon denies that Complainant has stated a claim for which relief can be granted and denies that he is entitled to any requested relief.

A. Answer to Request for Declaratory Relief

238. Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief, including declaratory relief. *See also* Legal Analysis at Section VIII.

B. Answer to Request that the Commission Prohibit Verizon from Participating in Certification of Devices and Applications for Its Own Network

239. Paragraph 239 of the Complaint quotes an excerpt from a 2008 New York Times article, which speaks for itself.

240. Paragraph 240 of the Complaint appears to quote an excerpt from *In the Matter of Expanding Consumers’ Video Navigation Choices Commercial Availability of Navigation Devices*, Notice of Proposed Rulemaking and Memorandum Opinion and Order, 31 FCC Rcd 1544 (2016), which both speaks for itself and is not relevant or applicable to the allegations here.

241. Verizon admits that Verizon Wireless had \$16.924 billion in equipment revenue in 2015. Verizon does not understand the meaning of the remainder of Paragraph 241 of the Complaint. Verizon agrees that it has a financial incentive to sell devices to customers, but denies that it has the ability to – or does – “compel” customers to purchase anything. Verizon also has a financial

incentive to attract customers that have existing devices to provide them with service on the Verizon network. Paulrajan Decl. ¶ 3. Verizon otherwise does not understand the allegations in this paragraph regarding its purported “incentive.”

242. Paragraph 242 of the Complaint appears to quote an excerpt from *In the Matter of Expanding Consumers’ Video Navigation Choices Commercial Availability of Navigation Devices*, Notice of Proposed Rulemaking and Memorandum Opinion and Order, 31 FCC Rcd 1544 (2016), which both speaks for itself and is not relevant or applicable to the allegations here.

243. Verizon admits that it engages in a certification process to ensure that third party devices, software, and applications comply with published technical standards and do not cause interference, jeopardize security, or otherwise harm or impair the functioning of its network, as permitted by the Commission’s rules. *See* 47 C.F.R. § 27.16; Paulrajan Decl. ¶ 6. Otherwise, Paragraph 243 of the Complaint appears to quote an excerpt from a 2007 post on a third party website that purports to quote Verizon. That post speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website. Verizon does not charge fees for its device certification process, although third party labs charge fees to conduct testing as to whether a device complies with the technical standards. *See* Andresen Decl. ¶ 6.

244. Paragraph 244 of the Complaint appears to quote excerpts from a third party website. While Complainant appears to mischaracterize those excerpts, they speak for themselves (though Verizon cannot admit or deny whether the Complaint completely and accurately quotes the website). Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 244 regarding Nexbit and its costs.

245. Paragraph 245 of the Complaint appears to quote an excerpt from a third party website, which speaks for itself (though Verizon cannot admit or deny whether the Complaint completely

and accurately quotes the website). Verizon otherwise denies the allegations contained in Paragraph 245.

246. Verizon admits that Paragraph 246 of the Complaint quotes an excerpt from a 2015 post on a third party website, which purports to relay hearsay from unnamed Chinese companies. That web post speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes such statements from that website.

247. Paragraph 247 quotes another excerpt from the same web post referenced in Paragraph 246 above. As noted, that excerpt speaks for itself, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the website.

248-249. Paragraphs 248 and 249 of the Complaint cite and quote to third parties who appeared on an episode of the “Ctrl-Walt-Delete” show, offering opinions and speculation about Verizon, its certification of devices, and other matters. The statements offered on that show speak for themselves, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes such statements.

250. Paragraph 250 of the Complaint cites to 2011 and 2012 posts on third party websites that speak for themselves, though Verizon cannot admit or deny whether the Complaint accurately and completely quotes the websites

251. Verizon denies the allegations contained in Paragraph 251 of the Complaint. Please refer to the responses to Paragraphs 79-81 and 179, above, regarding embedded Apple SIM cards.

252. Verizon denies the allegations contained in Paragraph 252 of the Complaint and denies that Complainant is entitled to the requested relief. Mr. Nguyen requests that the Commission entirely remove Verizon from the certification process for its own network. Stated differently, Mr. Nguyen contends that Verizon should have no say in determining whether a device can

connect safely and function properly on the Verizon network. That, of course, goes too far. There is no support in the Commission's rules for this position. To the contrary, the rules specifically contemplate that device access is subject to a carrier's reasonable network management – which includes the same testing and certification process that Complainant would eliminate. *See also* Legal Analysis at Section VIII. Moreover, not only is Complainant's request contrary to the rules, but eliminating carriers from the certification process could have potentially significant negative consequences on network performance and customer experience. The carriers are the experts on their own networks; they cannot be removed from this critical aspect of managing those networks.

253. Verizon denies that Complainant has set forth any violation of any statute or Commission rule or order and denies that Complainant is entitled to the requested relief.

C. Answer to Request that the Commission Ensure No Interference with Complainant's Ability To Use Devices and Applications of His Choice or Edge Providers' Ability To Make Devices and Applications Available to Complainant

254. Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

255. To the extent Paragraph 255 of the Complaint applies to Verizon and not other carriers, Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

256. Verizon denies the allegations contained in Paragraph 256 of the Complaint. Since 2007, Verizon has certified multiple third party smartphones and tablets for use on its network. Verizon has not "blocked" sales of third party devices and certainly has not done so to "protect

sales” of its own retail operations. Please refer to the responses to Paragraphs 49-51, above, regarding the Apple iPhone 6 and iPhone 6 Plus devices.

257. It is unclear what is meant by Paragraph 257’s reference to a “gatekeeper.” But Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

258. As discussed above, even if a device purchased for use on another network has the same hardware as the version of the device sold by Verizon, it may not have the necessary software to be compatible with or function properly on Verizon’s network. *See* Paulrajan Decl. ¶ 4. Indeed, without the necessary software, Verizon’s systems may not be able to identify what those devices are or whether they pose a threat to the network – even with the insertion of an active Verizon SIM card. Verizon otherwise denies the allegations contained in Paragraph 258.

259. Verizon denies that it interferes with any provider’s ability to make the devices and applications of its choice available to customers. Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

D. Answer to Request that the Commission Dictate Verizon’s Pricing

260. Paragraph 260 of the Complaint quotes an excerpt from a law review article, which speaks for itself. Verizon otherwise denies the allegations contained in Paragraph 260 and denies that Complainant is entitled to the requested relief. Verizon does equalize pricing between customers who purchase a device from Verizon and those who bring their own devices to the network. As discussed above, Verizon at times offered certain promotional pricing as a permitted incentive offer to encourage customers to adopt a particular equipment purchase

option. But Verizon charged the same effective pricing to customers who brought their own devices as it did to customers who purchased devices from Verizon through various means.

Please refer to the responses to Paragraphs 59-69 and 156-174, above.

261. Please refer to the response to Paragraph 260 of the Complaint, above.

262. For the reasons set forth above, Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

E. Answer to Request that the Commission Force Verizon To Provide SIM Cards for Any and All Devices – Even if They Have Not Been Certified as Compliant with Verizon’s Published Technical Standards

263. Verizon denies the allegations contained in Paragraph 263 of the Complaint, which repeat allegations made in previous paragraphs of the Complaint. Please see the responses to Paragraphs 153-155, above.

264. For the reasons set forth above, Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief. Complainant asks that Verizon be required to provide SIM cards to allow any device to access the Verizon network – without checking a device identified against a whitelist – regardless of whether that device can be identified, whether it has been submitted for testing and certification on the Verizon network, or even if it *failed* certification and does not comply with the published technical standards for the security and safe functioning of the network. That request is flatly inconsistent with the rules, which state that any open access requirements are subject to reasonable network management practices, 47 C.F.R. § 8.5, and that carriers can deny access to devices that “would not be compliant with published technical

standards reasonably necessary for the management or protection of the licensee's network.” 47 C.F.R. § 27.16(b)(1).

F. Answer to Request that the Commission Force Verizon To Advertise that It Will Provide SIM Cards Any and All Devices – Even if They Have Not Been Certified as Compliant with Verizon's Published Technical Standards

265. For the same reasons that the Commission cannot and should not require Verizon to provide SIM cards to allow any and all devices to access the Verizon network – without checking a device identifier against a whitelist – regardless of whether that device even failed certification, the Commission cannot and should not require Verizon to advertise that it will provide SIM cards in that manner. Please see the response to Paragraph 264 of the Complaint, above.

266. It is unclear what is meant by Paragraph 266's reference to a “gatekeeper.” But Verizon denies that it has the ability to – or does – interfere with the ability of any edge provider to advertise that customers can purchase devices from those providers or other retailers.

267. Verizon denies that it has made any misleading or deceptive statements, denies that Complainant has set forth a claim for which relief can be granted, and denies that Complainant is entitled to any requested relief.

G. Answer to Request that the Commission Evaluate Verizon's Basic Character Qualifications

268. Verizon denies that it willfully and repeatedly violated the Commission's rules. Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

H. Answer to Request for Damages

269. Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

Verizon further denies that Complainant has sustained his claim for damages related to the Nexus 6 device.

270. Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

271. Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

Verizon further denies that Complainant's "estimate" is a sufficient basis to sustain his claim for damages related to Nexus 6, iPhone 5, iPhone 6, and iPhone 5s, iPad mini, and Microsoft Surface 3 devices he allegedly purchased. Nor has Complainant provided evidence substantiating the alleged purchase prices and dates.

272. Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

273. Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

Verizon denies that Complainant has provided evidence or analysis supporting his "estimate" that he should be receiving service from Verizon for \$25 less per month.

274. Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

I. Answer to Request that the Commission Open an Investigation

275. The Commission's 700 MHz *Second Report and Order* speaks for itself.

276. The Commission's rules and orders speak for themselves. The requested forfeiture is not permitted by statute or rule and the requested amount grossly exceeds any available remedy.

Indeed, Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

XVI. ANSWER TO STATEMENT REGARDING PROCEDURAL MATTERS AND SUPPORTING MATERIALS

277. The Commission's rules and orders speak for themselves.

278. The Commission's formal complaint rules speak for themselves.

279. Verizon admits that the Commission waived certain requirements of the formal complaint rules in connection with this proceeding. Verizon denies that the Complaint includes facts that are sufficient to constitute violations of statute or Commission rules or orders and denies that all material factual allegations are supported by appropriate documentation or affidavit. *See also* Legal Analysis at 3-4. Verizon denies that Complainant has set forth a claim for which relief can be granted, denies that Complainant has set forth even a *prima facie* case that Verizon violated any statute, Commission rule or order, and denies that Complainant is entitled to any requested relief.

280. Verizon admits the allegations contained in Paragraph 280 of the Complaint.

281. Verizon admits that, prior to the filing of this Complaint, Complainant provided Verizon with two letters outlining most – but not all – of the allegations and claims contained in the Complaint and indicating his intent to file a formal complaint with the Commission. Verizon denies that Complainant attempted to discuss the possibility of settlement with Verizon prior to filing the Complaint within the meaning of 47 C.F.R. § 1.721.

282. Verizon admits that Mr. Nguyen filed an informal complaint with the Commission on May 20, 2015, raising some of the same claims or facts asserted here. Verizon otherwise is not aware of Mr. Nguyen filing any separate action with the Commission, any court, or other government agency that is based on the same claims or facts as the Complaint in this proceeding.

AFFIRMATIVE DEFENSES

First Affirmative Defense. As explained above, the Commission should deny the claims in the Complaint because they fail to state a claim upon which relief can be granted.

Second Affirmative Defense. To the extent any of Mr. Nguyen’s claims accrued prior to August 4, 2014, such claims are barred by the applicable statute of limitations.¹⁴

PRAYER FOR RELIEF

WHEREFORE, Verizon requests that the Formal Complaint be dismissed or denied with prejudice.

¹⁴ “All complaints against carriers for the recovery of damages not based on overcharges shall be filed with the Commission within two years from the time the cause of action accrues, and not after, subject to subsection (d) of this section.” 47 U.S.C. § 415(b).

Respectfully submitted,

/s/ David L. Haga
Christopher M. Miller
David L. Haga
1320 N. Courthouse Road, 9th Floor
Arlington, VA 22201
(703) 351-3065

Attorneys for Verizon

September 22, 2016

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of September, 2016, I served a true and correct copy of Verizon's Answer to Claimant Alex Nguyen's Formal Complaint (with accompanying declarations and exhibits) and Legal Analysis, Verizon's First Set of Interrogatories, Verizon's Opposition and Objections to Claimant's First Set of Interrogatories, and Verizon's Information Designation to the following pro se complainant via electronic mail and by hand-delivery as indicated:

via electronic mail:

Alex Nguyen
1050 Kiely Blvd. #2608
Santa Clara, CA 95055
communicator@doubleperfect.com

via hand-delivery:

Sandra Gray-Fields
Market Disputes Resolution Division, Enforcement Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Michael Engel
Market Disputes Resolution Division, Enforcement Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Lisa Saks, Deputy Chief
Market Disputes Resolution Division, Enforcement Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

/s/ David. L Haga

David L. Haga

Exhibit A

**Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of:)

ALEX NGUYEN,)

Complainant)

v.)

CELLCO PARTNERSHIP d/b/a)
VERIZON WIRELESS,)
Defendant.)

Proceeding No. 16-242

Bureau ID No. EB-16-MD-003

DECLARATION OF LOUIS F. AMBIO

1. My name is Louis F. Ambio. I am an Executive Director for Marketing at Verizon Wireless. My responsibilities include determining and implementing pricing, discounts, and promotions for Verizon Wireless. I have firsthand knowledge of the Verizon Wireless pricing plans, fees, discounts, and promotions that are referenced in the Complaint in this matter.

2. I am familiar with the Verizon Nationwide plan, which is an older plan under which customers could purchase a wireless device from Verizon at a discount if they signed up for a two-year service contract. Under this plan, Verizon provided customers with an upfront discount on a device in exchange for those customers agreeing to remain with Verizon – and provide the associated revenue stream – for two years. The Nationwide plan no longer is available to new customers.

3. The Nationwide plan included separate monthly service charges for the services a customer ordered, such as voice, text, or data. Unlike more recent Verizon plans that include one

line access charge for the multiple services that share the line (e.g., voice, text, and data), there was no line access charge under the Nationwide plan.

4. Service charges under the Nationwide plan were not bundled with any device costs or device subsidies. Each monthly service charge reflected the cost of that service only. Those monthly service charges were separate from and did not depend what the customer might have paid for a device or if the customer had received a discount on that device. In other words, each service charge was the same whether the customer purchased a subsidized phone or not. The service charges also remained the same over the course of the two-year agreement, and typically did not change even after the two-year agreement had expired.

5. On August 25, 2013, Verizon launched a new method for purchasing a device – known as the “Edge” plan. This was separate from service pricing. Rather, Edge was a financing plan that allowed a customer to finance a device purchase by spreading the cost of the device over a 24-month period, while allowing for more frequent device upgrades.

6. Financing a device through the Edge plan did not impact a customer’s service pricing at launch. For example, if a customer was receiving monthly line access for \$40 per month, financing a device through the Edge plan at that point would not affect that service pricing. Accordingly, for a customer financing a device through the Edge plan, that customer’s monthly line access charge was separate from any device cost and did not “bundle in” or reflect the cost of any device subsidy.

7. In February 2014, Verizon announced a new set of pricing plans, called the “MORE Everything” plans. The pricing and terms of those plans changed over time. So, while they were set at certain levels when they launched in February 2014, they changed afterwards – with different pricing or promotions and discounts available later.

8. The MORE Everything plans (like the “Share Everything” plans before them) included a monthly line access charge for devices that shared an account level service, such as voice, text, or data. Unlike the Share Everything plans, the MORE Everything plans offered credits in certain circumstances to reduce the effective cost of the monthly access charge. At first, the credits were available to customers who financed a device through the Edge financing program. Then, beginning approximately two months after launch, MORE Everything included a promotional offer available to customers who did not have a pending two-year commitment – *i.e.*, customers on a month-to-month arrangement – to encourage them to stay with Verizon. That would include customers who purchased a smartphone from Verizon in connection with a two-year agreement that had expired, customers who purchased a smartphone by paying the full cost upfront and did not have a contract, or customers who brought their own smartphone to Verizon and were receiving service on a month-to-month basis.

9. In its promotional offers, Verizon did not distinguish between customers who brought their own devices and customers who purchased devices from Verizon. To the contrary, between April 2014 and March 2016, Verizon provided the same promotional discounts, resulting in the same effective monthly access charge (\$15 per month for customers at certain data levels), for customers who brought their own smartphone devices on month-to-month contracts as it did to customers who purchased a smartphone and financed it through Verizon.

10. Verizon was unable to provide the discount to month-to-month customers who attempted to use third party devices that were not certified (or could not be identified as certified) for use on the Verizon network. For example, Verizon did not receive the necessary device identifier – the International Mobile Equipment Identity (“IMEI”) number – for certain third party iPhones to confirm that they were certified and safe for use on the Verizon Wireless

network. Because those phones were not compatible with Verizon's network and/or could not be confirmed to be smartphones certified for use on Verizon's network, Verizon's systems did not recognize them as valid smartphones eligible for the discounted line access charge pricing.

11. In August 2015, Verizon introduced a new pricing plan – the Verizon Plan – that included more attractive effective rates, including a lower monthly charge for month-to-month customers who brought their own devices to the network.

12. In March 2016, Verizon ceased offering promotional line access charge pricing under the MORE Everything plans for customers on month-to-month arrangements. Verizon ceased offering promotional pricing under the More Everything plans as customers were migrating to the newer Verizon Plan, which – by that point – had been in place for several months. By March 2016, new customers could not sign up for a MORE Everything plan.

13. In ceasing the MORE Everything promotion, Verizon did not distinguish between customers who purchased a device from Verizon and those who brought their own devices. The promotion ended just the same for customers who purchased a device from Verizon in connection with a two-year service contract that had expired, those who purchased a device from Verizon paying the full price upfront, and those who brought their own device. The discount only remained available as an incentive offer to customers financing a device purchase through Verizon.

14. Verizon generally charges all customers a one-time fee for activating any new line of service. This activation fee generally is assessed both for customers who purchase devices from Verizon and those who bring their own device.


15. For a certain period of time, Verizon had a promotional offer under which it waived the activation fee (then \$40) as an incentive for customers to finance devices through its

device payment program. In doing so, Verizon did not draw a distinction between customers who purchased a device from Verizon and those who brought their own devices. Indeed, Verizon charged – and did not waive – the same activation fee to customers who purchased a subsidized device from Verizon in connection with a two-year service contract or purchased a device from Verizon paying the full retail price upfront as it did to those customers who brought their own device.

16. Verizon ceased the incentive offer and ceased waiving the activation fee for customers financing a device purchase through Verizon in November 2015. Today, Verizon charges an activation fee of \$20 for new lines of service, whether the customer purchases a device from a third party, purchases a device at full retail price from Verizon, or finances the device through Verizon. Customers purchasing a device from Verizon in connection with a two-year service contract activation pay a \$40 activation fee for a new line of service.

17. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on September 19, 2016

A handwritten signature in black ink, appearing to read "Louis F. Ambio", written over a horizontal line.

Louis F. Ambio

Exhibit B

**Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of:

ALEX NGUYEN,

Complainant

v.

CELLCO PARTNERSHIP d/b/a

VERIZON WIRELESS,

Defendant.

Proceeding No. 16-242

Bureau ID No. EB-16-MD-003

DECLARATION OF PAUL ANDRESEN

1. My name is Paul Andresen. I am a Senior Manager in Marketing Operations for Verizon Wireless. I am familiar with and have responsibility for certain aspects of the open development process through which third party devices can be certified for use on Verizon's network.

2. Verizon publishes technical standards detailing the requirements for proper connectivity and functionality with its network. *See, e.g.,* <https://opennetwork.verizonwireless.com/content/open-development/get-certified.html> (providing links to the "Verizon Wireless 700MHz C-Block LTE Specifications," "Verizon Wireless 700MHz C-Block LTE Test Entrance Criteria Checklist," and "Verizon Wireless 4G LTE Application Developer Guide"). Device manufacturers seeking to certify a device for use on Verizon's network must comply with these published technical standards – and Verizon's website spells out this open development process. *See* <https://opennetwork.verizonwireless.com/content/open-development/home.html>.

3. While Verizon's device certification process and open access standards are publicly available, all original equipment manufacturer ("OEM") confidential and proprietary information is treated as such and is not available to the general public. Verizon must be careful not to disclose any confidential or proprietary information it learns about a third party device in the certification process – especially as its dealings with device manufacturers often are subject to confidentiality agreements or non-disclosure agreements ("NDAs"). In addition, for non-open access, there may be additional information and test plans exchanged between the company and OEMs that require an NDA and export control to protect confidential and proprietary information.

4. The Verizon certification process for third party devices generally takes weeks, rather than months, although it may take longer or shorter in any particular case. The length of time is driven mainly by the device manufacturer that is seeking certification because the Verizon certification process is developed to be more of a "self-serve" process. In other words, Verizon provides a process for manufacturers to bring third party devices to Verizon seeking certification, which often involves the OEMs using third party labs to test whether those devices are compliant with Verizon's standards and providing those test results to Verizon. Verizon does not – and could not realistically – seek out every third party device.

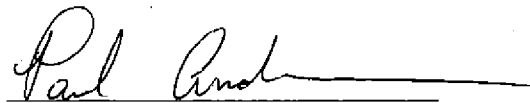
5. There are many factors that could impact the timing of the open development process that are not in Verizon's control. These currently include (but are not limited to) the following four factors that could cause testing to take longer: (i) the device presented is not ready for testing to Verizon's requirements; (ii) the OEM is unable to fix critical issues in testing that can affect Verizon's network; (iii) the relevant contracts (or related documents) are incomplete; or (iv) a large volume of devices come through the open development funnel around

the same time. Average certification times fluctuate during the year. But, if a manufacturer brings a device that is compliant (or nearly compliant) with the published technical standards to Verizon for approval, certification can occur quickly. However, if the device does not initially comply with the standards, it may take time to identify the shortcomings and implement appropriate fixes. In those circumstances, there may be a back-and-forth process between Verizon and the party requesting certification. In some cases, the requestor decides to delay pursuing the necessary fixes to achieve compliance, which extends the certification process. Or the requestor may choose to stop pursuing certification completely. But Verizon does not use the certification process to hold up or unreasonably delay allowing third party devices onto its network.

6. Verizon does not charge a fee for certification of devices. However, manufacturers submit devices to third party laboratories that conduct testing to determine whether a device satisfies Verizon's technical standards, and those third party labs charge fees for that testing.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on September 21, 2016

A handwritten signature in dark ink, appearing to read "Paul Andresen", is written over a horizontal line.

Paul Andresen

Exhibit C

**Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of:)
)
ALEX NGUYEN,)
)
Complainant)
)
v.)
)
CELLCO PARTNERSHIP d/b/a)
VERIZON WIRELESS,)
Defendant.)
)

Proceeding No. 16-242
Bureau ID No. EB-16-MD-003

DECLARATION OF ANTHONY DENNIS

1. My name is Anthony Dennis. I am Executive Director, Retail Devices for Verizon Wireless. I am responsible for working with device manufacturers to determine application preloads on devices Verizon acquires for its retail channel.
2. Verizon sells wireless devices directly to its customers through its retail sales channels. Verizon chooses to sell certain devices that are preloaded with certain software and applications.
3. Verizon does not “block” or otherwise prevent device suppliers from selling devices that are preloaded with different software and applications through other carriers or other channels. Verizon likewise does not “block” or prevent any application from being made available for customers after a device is purchased. To the extent they are available and technically compatible with the device and Verizon’s network, Verizon’s customers are free to download and use any applications of their choice.

4. Verizon does not attempt to suppress competition with respect to any mobile application. Verizon welcomes third party applications to its network. Indeed, it is in Verizon's self-interest for many applications to be available to its customers, so long as those applications work properly with the device and the network.

5. I am aware that the Complaint in this proceeding claims that Verizon "blocked" various applications on devices that Verizon sold to its customers. That is not correct. Verizon may have chosen to sell devices that did not preload the referenced applications – but the applications still were available to customers, who could download and use the applications after purchasing the device (assuming the application owner made them available to the user).

6. For example, the Microsoft applications referenced in the Complaint (including OneDrive and OneNote) initially were available only as preloaded applications on certain Samsung devices. Verizon elected not to sell Samsung devices with those applications preloaded. But Verizon has no say in whether those applications were preloaded on Samsung devices available for purchase from other carriers or on other carriers' decisions about what devices (and with which applications) they sell. However, Verizon supports such applications on the Samsung devices it sells after purchase.

7. Similarly, Verizon did not "block" Samsung Pay. When Samsung Pay launched in September 2015, Verizon elected not to sell devices preloaded with Samsung Pay. However, less than a month later, after evaluating the Samsung Pay app, Verizon supported the application as an after-purchase download with a free software update.

8. Verizon likewise did not "block" Samsung Internet 4.0. Verizon sold certain devices were not preloaded with Samsung Internet 4.0, following its launch in March 2016. But afterwards Verizon customers were able to download Samsung Internet 4.0 for those devices on

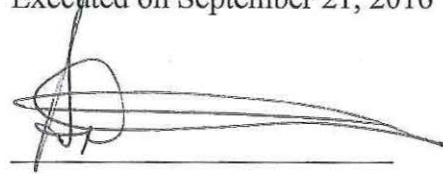
an after-purchase basis. Indeed, Verizon sells Samsung devices preloaded with the Samsung App store to facilitate downloads of Samsung applications. And Verizon also certified a Samsung Galaxy S7 device through its open development channel that comes with most or all of the Samsung applications referenced in the Complaint. If customers want to get the benefit of these Samsung apps and the Verizon network, they also can also purchase that device.

9. Verizon does not “block” the Pay with PayPal application. Verizon chose to sell devices that did not come preloaded with Pay with PayPal. However, Verizon does not block customers from downloading or using this (or any other) application after purchasing a device. Samsung offers Pay with PayPal as a download from its Samsung Apps store, and Verizon customers could download and use Pay with PayPal on devices they purchased from Verizon shortly after the application’s release in April 2014.

10. Verizon also did not “block” Google Wallet. Verizon sold certain devices preloaded with a different mobile payment application (Isis Wallet). However, Google Wallet needed to be integrated into a new, secure hardware element in devices. At the time, the standards around accessing the secure hardware element did not cover allowing multiple payment solutions to operate on a single device. Given this technical issue, Verizon did not sell devices preloaded with Google Wallet. However, at all times, Google and other manufacturers were free to bring a device with the Google payment system through Verizon’s open development program.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on September 21, 2016

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a horizontal line that tapers to the right. The signature is written over a horizontal line.

Anthony Dennis

Exhibit D

**Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of:

ALEX NGUYEN,

Complainant

v.

CELLCO PARTNERSHIP d/b/a

VERIZON WIRELESS,

Defendant.

Proceeding No. 16-242

Bureau ID No. EB-16-MD-003

DECLARATION OF BRETT FRIEDMAN

1. My name is Brett Friedman. I am Senior Manager in Wireless Marketing Operations for Verizon Wireless. In that capacity, I am involved with and have knowledge of the services that Verizon Wireless sells to its customers and the process through which those customers can bring devices for use on the Verizon Wireless network.

2. Verizon Wireless sells wireless service to customers on both a prepaid and postpaid basis. In both cases, customers can purchase a wireless device from Verizon or they can use a device obtained from a third party if the device can be identified as valid and certified for use on the Verizon Wireless network.

3. The general process for a customer to "Bring Your Own Device" (or "BYOD") is the same, whether the customer purchases service on a prepaid or postpaid basis.

4. Each device has a unique identifier, known as the International Mobile Equipment Identity ("IMEI") number. Verizon maintains a database that includes a list of the IMEI numbers that device manufacturers have provided to Verizon for each device that is identical to

the version that has gone through Verizon's certification process and been approved for use on the Verizon Wireless network.

5. Any customer wishing to bring his or her own device to the Verizon network must check their device's IMEI against the list of valid and certified devices in Verizon's database (sometimes referred to as the "Device Management Database" or "DMD"). To do so, customers can call a Verizon representative or go to a specific page on the Verizon Wireless website – www.verizonwireless.com/certifieddevice -- to validate and initiate service for their device. That site (and process) is used by both postpaid and prepaid customers.

6. Wireless devices generally require a Verizon-specific subscriber identity module (or "SIM" card) to connect properly to and function fully on the Verizon network. If the device's IMEI is listed on the Verizon database, then Verizon will provide and activate a Verizon-specific SIM card for that device so that it can be used on the Verizon network.

7. In some cases, a device might not be in the database. That can occur if the manufacturer has not submitted the device to Verizon for certification. Or the device might have been submitted for certification but has not been approved. Alternatively, for certified devices, the manufacturer might not have provided the associated IMEI range to Verizon.

8. If the device's IMEI is not listed in the database, Verizon cannot identify the device or whether it can connect properly or safely with the network. In that case, Verizon will not provide and/or activate a SIM card for that device. That is true regardless of whether the customer is buying service on a prepaid or postpaid basis.

9. Verizon offers Verizon-specific SIM cards on its website for prepaid customers who wish to bring their own devices to the network.

See <https://www.verizonwireless.com/accessories/4g-sim-activation-kit/>. I am aware that certain national retailers also offer Verizon-specific SIM cards to prepaid Verizon customers.

10. However, even if a customer is able to acquire a Verizon SIM card from these sources separate from a device, that does not alter the process or requirements for activating and using that device on the Verizon network. A prepaid customer cannot just acquire a Verizon SIM from the above-referenced website, insert it into any device, and have it work on the Verizon network. A customer purchasing a BYOD SIM kit from the website (or a retailer) still would need to go through the process of activating the SIM, which involves the whitelist process described above.

11. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on September 19, 2016

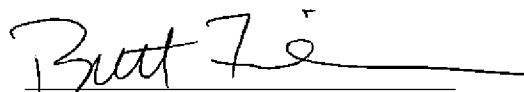
A handwritten signature in black ink, appearing to read "Brett Fe", followed by a horizontal line.

Exhibit E

**Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of:

ALEX NGUYEN,

Complainant

v.

CELLCO PARTNERSHIP d/b/a

VERIZON WIRELESS,

Defendant.

Proceeding No. 16-242

Bureau ID No. EB-16-MD-003

DECLARATION OF VIJAY K. PAULRAJAN

1. My name is Vijayanand K. Paulrajan. I am a director on the Verizon Wireless device marketing team. In that capacity, I have knowledge of and/or responsibility for Verizon Wireless's device requirements, ensuring product compliance, and related issues.

2. Verizon is committed to complying with an open network environment, as contemplated by the Federal Communications Commission's rules, and timely has implemented all relevant device unlocking standards.

3. Verizon both sells wireless devices directly to customers and welcomes to its network third party devices that customers may have purchased from other sources, including retailers and other carriers. Both Verizon and its customers benefit when third party devices can be used on the Verizon network. It is in Verizon's interest for customers to be able to use such devices on its network, as that helps attract and retain customers and generates revenue for Verizon. Accordingly, Verizon does not discriminate against third party devices.

4. However, not all wireless devices are the same. Different devices – and sometimes different versions of the same device – may have different hardware and software. And not all devices are made or sold in a form that is compatible with the Verizon network.

5. While some device providers choose to support LTE Band 13 for compatibility with the Verizon Wireless network, not all devices are manufactured to be compatible with LTE Band 13. For example, Apple makes devices for use on other networks that do not support LTE Band 13. *See, e.g.,* <http://www.apple.com/iphone/LTE/> (indicating that at least one version of the iPhone SE does not support LTE Band 13). Likewise, Microsoft makes devices – including versions of the Microsoft Surface 3 – that do not support LTE Band 13. *See* <https://www.microsoft.com/surface/en-us/devices/surface-3>. (Verizon sold a version of the Surface 3 that supported Band 13.)

6. Accordingly, Verizon must undertake a certification process to ensure that devices are safe for use on the Verizon Wireless network, do not cause interference with other users on the network, and can connect properly and function in a way that does not impair the customer experience. The certification process is a necessary step in connection with sound network management practices.

7. If a device cannot meet Verizon’s technical standards, it can cause network congestion, signal interference with other users, and other problems that disrupt the network and customer experience.

Activation of Devices

8. Verizon provides Verizon-specific subscriber identity modules (“SIMs” or “SIM cards”) to allow devices to connect safely to the Verizon Wireless network and to ensure proper

functionality on that network. Without a Verizon-specific SIM, a device may not work properly or even connect at all to the network.

9. For customers who wish to bring devices to the Verizon network that they purchased from other retail channels (“Bring Your Own Device” or “BYOD”), Verizon will provide and/or activate a Verizon-specific SIM card for those devices that have been certified for use on the network.

10. In order to use a third party device on the Verizon network, a customer can call a Verizon representative or go on to the Verizon website to check if their device is compatible with the Verizon network. See <https://www.verizonwireless.com/bring-your-own-device/>; www.verizonwireless.com/certifieddevice. This process checks both the device and the SIM card to make sure that they can be identified and used safely and functionally on the Verizon network.

11. Each device is associated with an individual identifier, known as the International Mobile Equipment Identity (“IMEI”) number. Verizon maintains a device management database (“DMD”) that includes a list of the IMEI numbers that the manufacturer has provided for each device that is identical to the version that has gone through Verizon’s certification testing and been confirmed for use on the Verizon network.

12. When a customer wishes to use a third party device, the device’s IMEI is checked against the list to confirm that it is a valid device that is approved for use on the network. If so, Verizon will provide and/or activate a Verizon-specific SIM card for that device so that it may be used on the network. However, if the device IMEI is not in Verizon’s database (either because it has not been certified or the manufacturer has not provided the associated IMEI range to Verizon), Verizon does not know what the device is or whether it can connect with or be safe for

use on the network. In that case, Verizon would not provide and/or activate a Verizon-specific SIM to allow that device to work on its network.

Certification of Specific Devices

13. I am aware that, in this proceeding, the Complainant alleges that Verizon improperly “blocked” or delayed certain devices purchased from other retail channels. I am familiar with certain issues related to some of those devices, as discussed below. And, with respect to those devices, Complainant is mistaken.

14. *Asus Nexus 7.* After Google addressed LTE connectivity issues on the Asus Nexus 7, Google, Asus and Verizon collaborated with one another and the device was certified through Verizon’s retail channel. Verizon did not attempt to block certification of the Nexus 7.

15. *Nexus 6.* When the Nexus 6 initially launched, the only version that was certified for use on the Verizon network as satisfying Verizon’s technical standards was the version loaded with software specific to Verizon. Google initially was unable to provide a means of delivering that same software to other versions of the Nexus 6. Accordingly, Nexus 6 devices purchased for use on other networks and loaded with other software at first could not be certified for use with Verizon’s network. Indeed, without the necessary software, Verizon’s systems could not identify what those devices were, much less that they were the same versions as those certified for use on the network. Even with the insertion of an active Verizon SIM card, those devices might have some limited functionality, but were not identifiable or fully functional without the necessary software. For example, the software was needed to ensure that Verizon’s VoLTE service worked on the device. Verizon therefore initially did not allow customers to purchase and/or activate Verizon-specific SIM cards for those Nexus 6 devices. But, following the initial launch, Google and Verizon worked together to develop a solution to deliver the

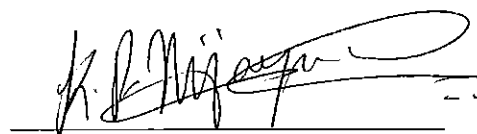
necessary software to those devices, after which customers were able to use those devices on the Verizon Wireless network.

FM Radio Capability on Devices Sold by Verizon

16. Verizon does not have any requirements that mandate that the devices it sells have FM radio capability. Verizon also does not have any requirements that prevent its handset suppliers from providing FM radio capability in the devices Verizon sells. Verizon sells several devices that have FM radio capability, including the Samsung Galaxy Note 7, Samsung Galaxy GS7 (with a software update), Samsung Galaxy S7 Edge (with a software update) and Nokia Lumia 735.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on September 20, 2016

A handwritten signature in black ink, appearing to read 'K. Paulrajan', is written over a horizontal line.

Vijayanand K. Paulrajan

Exhibit F

**Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of:

ALEX NGUYEN,

Complainant

v.

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS,**
Defendant.

Proceeding No. 16-242

Bureau ID No. EB-16-MD-003

DECLARATION OF CHRISTOPHER SCHMIDT

1. My name is Christopher Schmidt. I am Executive Director of Technology for Verizon Wireless. I have expertise regarding the standards for devices that operate on Verizon's network and associated technical issues.
2. Not all wireless networks are the same and not all wireless devices are the same. Devices that are made for use on another carrier's network can have different hardware or software than devices made for use on Verizon's network, sometimes even if they have the same model name as the devices sold by Verizon and/or for use on Verizon's network. As a result, devices made for use on another carrier's network may have different functionality and could have issues being able to connect to the Verizon network.
3. For example, Apple devices that predated the iPhone 6 and iPhone 6 Plus that were designed for use on other carriers' networks did not support code division multiple access ("CDMA") necessary for use on Verizon's network. Those versions of those devices therefore

were not compatible with Verizon's network, even when they had the same model name as the corresponding versions that were designed for use on Verizon's network.

4. I am aware that the Complaint in this proceeding makes certain allegations regarding the Apple 9.7 inch iPad Pro tablet. Customers can use that device on Verizon's network with a Verizon-specific SIM card, just like any other device. Likewise, customers can take a Verizon version of the Apple 9.7 inch iPad Pro to another carrier, using a SIM that works on that carrier's network.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on September 22, 2016

A handwritten signature in black ink, appearing to read 'Chris M Schmidt', written over a horizontal line.

Christopher Schmidt

Exhibit G

**Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of:

ALEX NGUYEN,

Complainant

v.

CELLCO PARTNERSHIP d/b/a

VERIZON WIRELESS,

Defendant.

Proceeding No. 16-242

Bureau ID No. EB-16-MD-003

DECLARATION OF SAMIR VAIDYA

1. My name is Samir Vaidya. I am a director of technology on the Verizon Wireless Device Technology team. I have expertise regarding the devices that operate on Verizon's network and related technology issues.

2. I am aware that the Complaint in this case alleges that Verizon attempted to "block" or delay customers' ability to use iPhone 6 and iPhone 6 Plus devices that were sold by other carriers or designed for other carriers' networks on the Verizon Wireless network. But that is not true.

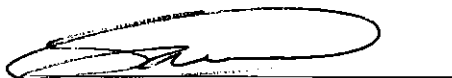
3. The Verizon network requires the International Mobile Equipment Identity ("IMEI") number for each device attempting to access the network so as to be able to identify it as a valid device from an original equipment manufacturer ("OEM") that administered the IMEIs for manufacturing purposes. But Verizon initially did not receive the IMEI ranges for iPhone 6 and iPhone 6 Plus devices that were made for use on other carriers' networks. Once the necessary

IMEIs were provided by Apple, customers were able to use those devices on the Verizon network with a Verizon SIM.

4. I am aware that the Complaint also makes allegations regarding the availability of tethering on devices Verizon sells to its customers. Verizon does not disable any tethering feature or functionality, nor does it block customers from using any third-party tethering applications that are available and work on their particular devices. Verizon does offer its own tethering *service* (Mobile Hotspot / Mobile Broadband Connect) in connection with certain data plans, for which Verizon has charged a \$20 per month fee. For its more current, usage-based plans, Verizon does not charge for its tethering service.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on September 22, 2016

A handwritten signature in black ink, appearing to read 'Samir Vaidya', is written over a horizontal line.

Samir Vaidya

Exhibit 1



June 11, 2015

Attention: Ms. Sharon Bowers
Federal Communications Commission
Consumer Inquiries and Complaints Division
Consumer & Governmental Affairs Bureau
1270 Fairfield Road
Gettysburg, PA 17325-7245

Re: Name and address

Alex Nguyen
1050 Kiely Blvd #2608
Santa Clara, CA 95055
Serve ticket#: 300766
Service date: 05/21/2015

Dear Mr. Nguyen:

Good news! Your Nexus 6 can now be fully activated on the Verizon Wireless network.

Originally, the only version of the Nexus 6 that had been certified for operation on the Verizon Wireless network was the version with Verizon Wireless installed software. While Google confirmed for Verizon Wireless that the Nexus 6 hardware was the same for all domestic Nexus 6 devices, the software installed by Google in the device varies between carriers. Further, until recently, Google did not have a way to deliver Verizon Wireless software to a Nexus 6 device on which a different carrier's software was originally installed by Google.

We are pleased to announce that Verizon Wireless heard you and worked with Google so that the Verizon Wireless software may be delivered to such devices. ***Accordingly, your Nexus 6 device may now be activated on the Verizon Wireless network!***

Verizon Wireless sincerely regrets any inconvenience this may have caused.

Should the Federal Communications Commission have any questions, please contact S. Kashif using the contact information you have on file. Should the customer have any questions or concerns, I may be reached at 1-800-435-6622 ext 2143749 between 8:30 AM – 5:30 PM ET, Monday – Friday.

Sincerely,

Verizon Wireless
Executive Relations

cc: Alex Nguyen
1050 Kiely Blvd. #2608
Santa Clara, CA 95055

Exhibit 2



July 27, 2015

Attention: Sharon Bowers
Federal Communications Commission
Consumer Inquiries and Complaints Division
Consumer & Governmental Affairs Bureau
1270 Fairfield Road
Gettysburg, Pennsylvania 17325-7245

Re: Alex Nguyen
1050 Kiely Blvd #2608
Santa Clara, CA 95055
Serve ticket#: 300766
Service date: 07/06/2015 (Supplement)

Dear Ms. Bowers:

This letter confirms receipt of the above referenced supplemental complaint from Mr. Alex Nguyen indicating he was dissatisfied with the Verizon Wireless response. In his original complaint, Mr. Nguyen reports he purchased a Motorola Nexus 6 device from a source other than Verizon Wireless in May 2015. Mr. Nguyen states he understood the device to be compatible with the Verizon Wireless network; however, he was unable to obtain a SIM card to use the device on his active account.

As Verizon Wireless has explained, when the Nexus 6 was initially launched, the only version that was certified for use on the Verizon Wireless network was the version loaded with Verizon Wireless-specific software. At that time, Google was unable to provide a means to deliver the Verizon Wireless software to other versions of the Nexus 6. As a result, even if partially operable with an active Verizon Wireless SIM, Nexus 6 devices obtained for use on other providers' networks were not certified for use on and were not compatible with the Verizon Wireless network and systems. Pursuant to the C Block rules, Verizon Wireless is not obligated to support devices that are not compatible with our technical requirements and certification standards. Since the initial launch, Google and Verizon Wireless have arranged to deliver Verizon Wireless software to other versions of the Nexus 6, so that Nexus 6 purchased from other sources can be fully compatible with the Verizon Wireless network.

Verizon Wireless apologizes for any inconvenience this matter may have caused. Should the Federal Communications Commission have any questions, please contact S. Kashif using the contact information you have on file. Should the customer have any questions or concerns, I may be reached at 480-496-7884 between the hours of 8:00 am and 5:00 pm Pacific Time, Monday through Friday.

Sincerely,

Nicole R.

Nicole R.
Analyst Executive Relations
Verizon Wireless

Cc: Alex Nguyen, 1050 Kiely Blvd #2608, Santa Clara, CA 95055

Exhibit 3

[Shop](#) [Support](#) [My Verizon](#)



NEWS CENTER ARCHIVES

News Release

Verizon Wireless To Introduce 'Any Apps, Any Device' Option For Customers In 2008

New Open Development Initiative Will Accelerate Innovation and Growth

November 26, 2007

Nancy Stark

Nancy.Stark@VerizonWireless.com

908-559-7520 Jim Gerace

James.Gerace@verizonwireless.com

908-559-7508



1

BASKING RIDGE, NJ — Verizon Wireless today announced that it will provide customers the option to use, on its nationwide wireless network, wireless devices, software and applications not offered by the company. Verizon Wireless plans to have this new choice available to customers throughout the country by the end of 2008.

In early 2008, the company will publish the technical standards the development community will need to design products to interface with the Verizon Wireless network. Any device that meets the minimum technical standard will be activated on the network. Devices will be tested and approved in a \$20 million state-of-the-art testing lab which received an additional investment this year to gear up for the anticipated new demand. Any application the customer chooses will be allowed on these devices.

This new option goes beyond just a change in the design, delivery, purchase, and provisioning of wireless devices and applications.

"This is a transformation point in the 20-year history of mass market wireless devices — one which we believe will set the table for the next level of innovation and growth," said Lowell McAdam, Verizon Wireless president and chief executive officer. "Verizon Wireless is not changing our successful retail model, but rather adding an additional retail option for customers looking for a different wireless experience."

Verizon Wireless will continue to provide a full-service offering, from retail stores where customers can shop, to 24/7 customer service and technical support, to an easy-to-use handset interface and optimized software applications.

While most Verizon Wireless customers prefer the convenience of full service, the company is listening through today's announcement to a small but growing number of customers who want another choice without full service.

Both full-service and "bring-your-own" customers will have the advantage of using America's most reliable network.

Following publication of technical standards, Verizon Wireless will host a conference to explain the standards and get input from the development community on how to achieve the company's goals for network performance while making it easy for them to deliver devices.

Verizon Wireless has a track record of listening to customers and transforming entrenched industry practices based on

those customer needs. The company parted with the industry last year when it introduced pro-rated early termination fees, and in 2004 when it refused to participate in a wireless directory when customers said they didn't want one. Verizon Wireless also broke with "wireless tradition" when it supported local number portability because customers wanted the freedom to take their number if they switched service providers. Such responsiveness to customers has earned Verizon Wireless the strongest brand reputation in the industry.

About Verizon Wireless

Verizon Wireless operates the nation's most reliable wireless voice and data network, serving 63.7 million customers. The largest U.S. wireless company and largest wireless data provider, based on revenues, Verizon Wireless is headquartered in Basking Ridge, N.J., with 68,000 employees nationwide. The company is a joint venture of Verizon Communications (NYSE: VZ) and Vodafone (NYSE and LSE: VOD). Find more information on the Web at www.verizonwireless.com.

####

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1



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[My Verizon Terms & Conditions](#) | [Electronic Device Recycling](#) | [Contact Sales](#)

Exhibit 4



≡ NEWS CENTER ARCHIVES

News Release

Statement From Verizon On Google Wallet

For customer inquiries, please call 800-922-0204 or go to [Contact Us](#)

December 5, 2011

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21

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3

Statement from Jeffrey Nelson, spokesperson for Verizon:

Recent reports that Verizon is blocking Google Wallet on our devices are false. Verizon does not block applications.

Google Wallet is different from other widely-available m-commerce services. Google Wallet does not simply access the operating system and basic hardware of our phones like thousands of other applications. Instead, in order to work as architected by Google, Google Wallet needs to be integrated into a new, secure and proprietary hardware element in our phones.

We are continuing our commercial discussions with Google on this issue.

MEDIA CONTACT:
Jeffrey Nelson
Jeffrey.Nelson@VerizonWireless.com
908-559-7519

####

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Exhibit 5



Verizon Wireless
Executive Relations
7600 Montpelier Road
Laurel, MD 20723

November 29, 2012

Federal Communications Commission
Consumer Inquiries and Complaints Division
Consumer & Governmental Affairs Bureau
445 12th Street, SW
Washington, D.C. 20554

Complaint for [REDACTED]
IC#: 12-C00435438-1

Dear Ms. Bowers:

This letter is in reference to the above complaint for [REDACTED], which expressed concern at the inability to access Google Wallet.

There have been reports that say Verizon is "blocking" Google Wallet on our devices. Those reports are inaccurate. Verizon does not block the Google Wallet from being downloaded over Verizon's network, nor does it block consumers from downloading any other applications that are compatible with the devices and the basic operating systems approved for our network. In fact, customers can download and use most m-commerce applications, like Square or PayPal or the Starbucks card. These apps access and use the basic hardware and operating system on mobile phones. However, for the devices that Verizon distributes, markets, and subsidizes, the Google Wallet may not work to the extent that it requires integration with the device's "secure element." This is a secure and proprietary piece of hardware built into some devices, but fundamentally separate from the device's basic communications functions or its operating system. Google Wallet is different from other widely-available m-commerce services in that it requires integration with this "secure element." Google Wallet does not simply access the operating system and basic hardware of our phones, like thousands of other applications.

Google is free to offer its Google Wallet application in a manner that doesn't require integration with the secure element, and many payment applications do just that. Additionally, Verizon also has a straightforward process under which Google or others could launch devices on Verizon's network with Google Wallet included.

Verizon Wireless sincerely regrets any inconvenience incurred while resolution was sought in this matter. Should the Federal Communications Commission have any additional questions or concerns please contact Michele Elliott at: Michele.Elliott@verizonwireless.com or should [REDACTED] have additional questions, he may contact the undersigned at 240-568-2462 Monday through Friday between the hours of 8 am and 4 pm EST or our Customer Service department at 800-922-0204.

Sincerely,

Idalia Charles

Idalia Charles
Executive Relations Northeast Area
240-568-2462

CC:
Michele Elliott
[REDACTED]

Exhibit 6



William H. Johnson
Vice President and Associate General Counsel

1320 North Court House Road,
9th Floor
Arlington, VA 22201
(703) 351-3060
will.h.johnson@verizon.com

November 7, 2013

Robert H. Ratcliffe
Acting Chief, Enforcement Bureau
Federal Communications Commission
445 12th Street S.W.
Room TW-A325
Washington, DC 20554

Re: Jeff Jarvis Informal Complaint re: Google Nexus 7

Dear Mr. Ratcliffe:

In his most recent letter to you, Jeff Jarvis again alleges that Verizon Wireless is violating its C Block obligations by declining to activate Mr. Jarvis's Google Nexus 7 LTE tablet on its network. Verizon Wireless takes seriously its C Block obligations, and, as explained previously, it is fully complying with them, including with respect to the device in question.

The Google Nexus 7 is a tablet developed by Google and manufactured by Asus. Asus initially submitted the device for our certification process in August. As previously explained, Verizon Wireless's certification process provides a straightforward way to ensure that devices attached to the Verizon Wireless network do not harm the network or other users. This process is fully consistent with the Commission's C Block rules, which recognize that a provider's obligation to attach devices only applies in the case of devices that comply with the provider's published technical standards.¹

In the case of the Nexus 7, the certification process has worked as intended. During the certification process for this device, Google, Asus and Verizon uncovered a systems issue that required Google and Asus to undertake additional work with the Jelly Bean OS running on the

¹ See 47 C.F.R. § 27.16(b); *Service Rules for the 698-746, 747-762 and 777-792 MHz Bands*, Second Report and Order, 22 FCC Rcd 15289, ¶¶ 223-24 (2007).

device. Since Google was about to launch its new Kit Kat OS, rather than undertake this work, Google and Asus asked Verizon to suspend its certification process until Google's new OS was available on the Nexus 7. So in this case, the straightforward process identified an issue that needed to be addressed, and addressed it in a collaborative and efficient way with the manufacturer and developer.

Verizon is committed to ensuring our customers have the best overall experience when any device becomes available on the nation's most reliable network. Please let us know if you have any further questions on this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William H. Johnson". The signature is fluid and cursive, with the first name "William" being the most prominent.

William H. Johnson


CC: Ruth Milkman, Chief of Staff
Gigi Sohn, FCC Counsel for External Affairs
Jeff Jarvis
Matt Wood, Free Press
Josh Stearns, Free Press


Exhibit 7



Sign in ☐ Remember me Forgot [user ID](#) or [password](#) | [Register](#)

Home > Support > Apple > Apple iPhone 6 > Apple iPhone FAQs

Ask Verizon  Instant answers

Chat  Sign in for availability.



Apple® iPhone® 6 Support

[Select a different device](#)

Find device-specific support and online tools for your Apple iPhone 6.

Popular Content

- [Block Numbers Overview](#)
- [Top 10 Things to Do with Your Smartphone](#)
- [Device Replacement Program](#)
- [Transfer Your Contacts and Media](#)

Device-Specific Support

- [View your User Guide](#)
- [Learn how to use your device with our Interactive Simulator.](#)
- [Troubleshooting Assistant](#)

Related Links

- [Manage your device in My Verizon](#)
- [Visit Apple's Support website](#)
- [Ask the Verizon Wireless Community](#)
- [Shop iPhone 7](#)

Feedback

How to Use Simulator Features Apps & Widgets Troubleshooting

Apple® iPhone® FAQs

No need to wait in line for iPhone 7 or iPhone 7 Plus. [Order one online today](#) and get the next gen iPhone on the next gen network.

These FAQs are for current and past iPhone models and include answers about managing Visual Voicemail, iTunes and apps.

- [Buying and Setting Up iPhone](#)
- [iPhone 6 series](#)
- [iPhone 5 series](#)
- [Visual Voicemail](#)

iPhone SE

[Collapse All](#)

- How does iPhone SE compare to other iPhones?

iPhone SE has many of the same great features of iPhone 6s in a 4-inch package, such as a Retina display, A9 chip, a12-megapixel camera and with iOS 9.3, Wi-Fi Calling.

To see a chart comparing the features and specifications of iPhone SE to other iPhones, visit our [Compare Phones tab on the iPhones](#) page.

2. Are my current iPhone accessories compatible with iPhone SE? —

Probably, especially if you have a newer model iPhone. The Lightning connectors for iPhone SE are the same as iPhone 6s, iPhone 6s Plus, iPhone 6, iPhone 6 Plus, iPhone 5s, iPhone 5c and iPhone 5.

However, iPhone 4 and iPhone 4s use legacy 30-pin accessories.

Our Accessories store has a [Lightning to 30-pin adapter](#) to connect iPhone SE to legacy 30-pin accessories.

3. Can I use iPhone SE while traveling abroad? —

You can use iPhone SE in more than 230 countries. Please use our [International Trip Planner](#) for pricing, calling instructions and other tips specific to your phone and the country you're traveling to.

To add international service, go to [My International Usage and Services](#) page in My Verizon or the My Verizon app.

Note: While traveling abroad, you can use Wi-Fi to obtain a data connection to access email, web browsers, FaceTime ® and more. Data transmitted over a Wi-Fi connection doesn't count toward your data allowance.

Buying and Setting Up iPhone

[Collapse All](#)

1. What are my options to purchase a new iPhone? —

It depends on which iPhone you are interested in buying or upgrading to, including the new iPhone SE. Check out the details on all the iPhones Verizon offers:

- [iPhone SE](#)
- [iPhone 6s](#)
- [iPhone 6s Plus](#)
- [iPhone 6](#)
- [iPhone 6 Plus](#)

You can purchase a new iPhone with [The Verizon Plan](#) using [device payments](#), which let you pay for your iPhone over 24 months. This option provides you the flexibility to get a new iPhone by making monthly payments over time rather than paying for it all up front.

If you purchase your iPhone at retail price, you must activate your iPhone on a month-to-month agreement.

If you're an upgrade-eligible customer with The MORE Everything ® Plan, you can get iPhone on the device payment program, or you have the option to buy a new iPhone with a 2-year service agreement at a promotional price. You can [check your upgrade eligibility](#) in My Verizon. The MORE Everything Plan is no longer available for new activations.

If you have an unlimited data package you can pay retail price for a new iPhone.

2. Can I switch to a new version of iPhone even if I'm not eligible for an upgrade?

Yes you can. If you're not upgrade eligible, you can purchase a new device at the retail price.

3. If I buy iPhone through Verizon Wireless, can I keep the number I have with another wireless service provider?

Yes, this process is called porting. If your number is eligible, you can transfer your number from your current wireless or landline service provider to Verizon Wireless.

Refer to our [Local Number Portability FAQs](#) for more information on porting your phone number.

Notes:

- Canceling your service prior to porting will prevent you from keeping your number.
- You may be responsible to your old service provider for any contractual requirements and applicable charges, including an early termination fee, on your old account.

4. I currently have iPhone with AT&T or another carrier. Can I keep my current iPhone when I switch to Verizon?

Yes, if you have iPhone 6 or newer, you'll be able to use it on the Verizon Wireless network.

iPhone 5s or earlier versions used with other carriers can't be used on the Verizon Wireless network because they're not the same as the similar models built to work on the Verizon Wireless network. [Switch to Verizon Wireless today](#).

You may be able to get trade-in value for your used device. Our [Device Recycling Program website](#) can help determine the value of your used device. If so, send the device in to receive a Verizon Wireless Gift Card.

5. Can I transfer my content (contacts, photos, videos, etc.) from my old phone when I activate iPhone?

Yes, you can use iCloud ® or iTunes ® to transfer content from your current iPhone to your new one. Refer to the guide below for instructions:

[Transfer content from an iPhone, iPad ® or iPod ® touch to a new device](#)

Note: If your old phone is a non-Verizon phone (e.g. AT&T, T-Mobile, etc), you'll need to install the Verizon Content Transfer app on your old phone.

6. How do I activate iPhone?

To learn how to activate your device, select the iPhone you're activating below:

- [iPhone SE](#)
- [iPhone 6s and 6s Plus](#)
- [iPhone 6 and 6 Plus](#)
- [iPhone 5s](#)

iPhone 6, iPhone 6 Plus, iPhone 6s and iPhone 6s Plus

[Collapse All](#)

1. How can I choose which iPhone is right for me?

It's easy with our [iPhone](#) page, where you can compare all the features and specifications for iPhones sold by Verizon Wireless.

2. What kinds of accessories are compatible with iPhone?

Newer model iPhones use Lightning connectors:

- iPhone SE
- iPhone 6s
- iPhone 6s Plus
- iPhone 6
- iPhone 6 Plus
- iPhone 5s
- iPhone 5c
- iPhone 5

iPhone 4 and iPhone 4s use a legacy 30-pin connector.

A [Lightning to 30-pin adapter](#) is required to connect accessories to newer iPhones. You can buy this adapter in our online Accessories store.

3. Can I use iPhone while traveling abroad?

You can use most iPhones (except iPhone 4) more than 230 countries. Please use our [International Trip Planner](#) for pricing, calling instructions and other tips specific to your phone and the country you're traveling to.

To add international service, go to the [My International Usage and Services](#) page in My Verizon or the My Verizon app.

Note: While traveling abroad, you can also use Wi-Fi to obtain a data connection for accessing email, web browsers, FaceTime ® and more. Data transmitted over a Wi-Fi connection doesn't count toward your data allowance.

4. Can I use iPhone 6s or iPhone 6s Plus while traveling abroad?

You can use iPhone 6s or iPhone 6s Plus in over 200 countries. Please use our [International Trip Planner](#) to provide you with pricing, dialing instructions and other key tips specific to your phone and the country you're traveling to.

To add international service, go to the [My International Usage and Services](#) page in My Verizon or the My Verizon app.

Note: While traveling abroad, you can also use Wi-Fi to obtain a data connection for accessing email, web browsers, FaceTime and more. Data transmitted over a Wi-Fi connection doesn't count toward your data allowance.

5. How do I activate my iPhone 6, iPhone 6 Plus, iPhone 6s or iPhone 6s Plus? —

For complete instructions on how to activate your device, check out our [Activate and Switch Device FAQs](#).

6. Which iPhones are compatible with HD Voice? —

HD Voice delivers clearer, natural-sounding audio when both parties are using HD Voice-enabled phones that are connected to our [4G LTE](#) network. You can use HD Voice on:

- iPhone SE
- iPhone 6
- iPhone 6 Plus
- iPhone 6s
- iPhone 6s Plus

This service is included in your existing voice plan at no additional charge. HD Voice calls are billed as standard voice minutes, according to your plan. To learn more about this service, please refer to our [HD Voice for iOS FAQs](#).

iPhone 5s, iPhone 5c and 5, 4s and 4

[Collapse All](#)

1. Can I make a call and browse the web at the same time with iPhone 5s, iPhone 5c, iPhone 5, iPhone 4s and iPhone 4? —

No, only newer iPhones can simultaneously browse the web and make calls on the Verizon Wireless network:

- iPhone SE
- iPhone 6
- iPhone 6 Plus
- iPhone 6s
- iPhone 6s Plus

2. Do iPhone 4 and iPhone 4s work on Verizon Wireless' 3G or 4G LTE network? —

iPhone 4 and iPhone 4s run on our 3G network. Newer models run on America's largest 4G LTE network. [Upgrade to a new iPhone today.](#)

3. If I have iPhone 4 or iPhone 4s and I'm upgrading to a newer iPhone model, will all of my accessories be compatible? —

iPhone 4 and iPhone 4s use legacy 30-pin accessories and aren't compatible with the Lightning connectors on newer iPhone models.

A Lightning to 30-pin adapter is required to connect accessories to newer iPhones. You can buy this adapter in our [online Accessories store](#).

iTunes® and Apps

Collapse All

1. If I already have an iTunes account, can I use it with my new iPhone?

Yes, during set up, you can specify your existing Apple ID.

If you don't already have an iTunes account, you can sign up for one on the [iTunes website](#).

2. Will I be able to sync content and apps that I already have in iTunes to my new iPhone?

Yes, you'll be able to sync content and iOS apps that you already have in iTunes to your new iPhone.

3. Will I be able to purchase iPhone apps through the App StoreSM?

Yes, you can search for, browse, review, purchase and download iOS apps from the Apple App Store directly from your iPhone. Apps that you download and install from the App Store on your iPhone are backed up to your iTunes library the next time you sync your phone with your computer. When you sync your iPhone, you can also install apps you've purchased or downloaded from the iTunes Store on your computer.

4. Can I use the non-iOS apps that I've purchased on my Verizon Wireless device on a new iPhone?

No. Although many of the same apps may be available on iPhone, many apps you've purchased for a different **OS** (e.g., Android®, BlackBerry®, etc.) won't work on iPhone.

Visual Voicemail

Collapse All

1. How much does Visual Voicemail cost for iPhone?

Visual Voicemail is included with your Verizon Wireless data package.

2. Can I retrieve my voice mail messages without my iPhone?

Yes, to do this:

- a. Call your mobile number from another location.
- b. Press the # (**pound**) button.
- c. Enter your password.

You'll then be able to listen to your message as if you called your voice mailbox from your iPhone.

3. Can I receive Visual Voicemail messages on iPhone when roaming (domestic or international)?

Yes, you can receive Visual Voicemail messages as long as you have data coverage.

4. Does iPhone Visual Voicemail product support Group Distribution and the Compose / Reply / Forward voicemail features?

No, these features aren't supported within the iPhone Visual Voicemail system.

5. Is iPhone Visual Voicemail compatible with CenturyLink™ Voice Messaging service?

No, iPhone Visual Voicemail can't be combined with other voice mail products we offer, including CenturyLink Voice Messaging.

Additional Support

Collapse All

1. Where can I find support information and User Guides?

User Guides for iPhone and iPad are available through our [Apple Support](#) pages. You can find the links under Device-Specific Support at the top of your device page.

For general support questions, visit our [Troubleshooting Assistant](#):

- Select the brand and device you're using.
- Enter the issue (such as "Can't connect to the internet").
- Click **Begin Troubleshooting**.

You can also access iPhone User Guides through Bookmarks in the Safari app.

2. Does iPhone have accessibility features?

Yes, iPhone comes standard with screen reading technology and other accessibility features. Please refer to the [Accessibility](#) page on Apple's website for more details.


3. Is iPhone HAC (hearing aid compatible) rated?

Please refer to the [iPhone: Hearing Aid Compatibility](#) page on Apple's Support website for iPhone HAC ratings.

Was this helpful?  




Still Have Questions?



Visit the Community Forums

Ask questions, or share your opinions on Verizon Wireless products and services.


[Visit the Community >](#)



Talk to us on Twitter

Got something to ask us? We're happy to help.


[Visit @VZWSupport >](#)



Connect with us on Facebook

Post a support question on our wall and get a response from a Verizon Expert.

[Visit Verizon Wireless Facebook >](#)



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Attend a free workshop in a store to get detailed and personal assistance from a Verizon expert.

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Service & Support

- Store Locator
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- Moto Z Force Droid
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Plans, Deals & More

- Military & Veterans Discounts
- International Student Program
- Employee Discounts
- Deals & Special Offers
- Certified Pre-Owned
- Verizon Wireless Community



Exhibit 8

Sign in

User ID or mobile number

☐ Remember me

Forgot [user ID](#) or [password](#) | [Register](#)

The MORE Everything® Plan

Unlimited minutes and messaging, plus shareable data for up to 10 devices. Mobile Hotspot, unlimited international messaging from the US and 5 GB of Verizon Cloud storage are also included. The MORE Everything Plan is only available for accounts that already have The MORE Everything Plan.

- Popular Content
 - [Device Payment FAQs](#)
 - [The MORE Everything Plan FAQs](#)
 - [International Messaging FAQs](#)
- Manage Your Plan in My Verizon
 - [Change your minutes, text or data plans](#)
 - [Manage your Data Usage Alerts](#)
 - [Manage your Verizon Cloud account](#)
- Related Support
 - [Activate a device you already own](#)
 - [Estimate your data usage with the Data Calculator](#)
 - [Ask the Verizon Wireless Community](#)

More data?
Yes.
Surprise overages? No.
Carryover data?
Definitely.

Introducing the new Verizon Plan.
[Learn more](#)

Media Center FAQs

General Information

[Collapse All](#)

1. What is Media Center?

[Back to top](#)

[Media Center](#) provides apps and games for [basic phones](#), as well as ringtones and [Ringback Tones](#) for both basic phones and smartphones.

2. Do I need a special phone to use Media Center?

You can access Media Center with a [basic phone](#). If you have a smartphone, there's an app store with similar content available on your phone.

3. Are the same Media Center apps available on every phone?

The apps available for download will vary by phone. Visit the Media Center on your phone to see what's available. To open the Media Center on your basic phone:

- a. Open the **Menu** on your phone.
- b. Select **Media Store** or **Media Center**.
- c. Select **Apps**.

4. Can I use Media Center anywhere in the Verizon Wireless network, even when roaming?

Yes, if your phone is receiving a signal, you should be able to access Media Center. If your downloaded Media Center app doesn't require a network connection, you can use the app anywhere.

5. Can I receive a call when I'm downloading an app with Media Center?

No, incoming calls will automatically be forwarded to your Voice Mail while you're downloading an app. Downloading won't be interrupted.

6. Can I receive a call when I'm using an app from the Media Center?

If the app doesn't require a network connection, you may answer the call. The incoming call will automatically pause the app. Once your call is complete, you have the option to resume using the app. You won't have to miss a call.

7. Can I buy games online?

No, you can only buy games from the Media Center section on your phone.

Airtime and Megabyte Usage

[Collapse All](#)

1. Do I use data or megabytes when I download Media Center apps?

Yes, data or megabyte usage charges will apply. The data or megabytes you use browsing in the Media Center for an app and downloading apps are applied to your monthly usage. If you're on a plan that bills data usage as megabytes, you'll be charged for megabyte usage in accordance with your plan.

If you're concerned about data overages, consider using [Safety Mode](#) on the new Verizon Plan.

2. How long does it take to download apps through Media Center?

Most apps take approximately 1 minute or .24 Megabytes to download. App download times and megabytes used will vary based on the app size.

3. Do I use data or megabytes when I'm using an app?

It depends on the app. Some apps don't incur data or megabyte charges during usage. However, there are some apps that will require your phone to make a network connection for purposes such as retrieving and posting high scores, updating daily horoscopes or playing games against other subscribers. In these instances data or megabyte charges are incurred. Apps that incur airtime or megabyte charges during use are denoted in the description of the app on [Media Center](#).

If you're concerned about data overages, consider using [Safety Mode](#) on the new Verizon Plan.

4. Do I use data or megabytes when I'm removing an app?

Apps that were downloaded as subscriptions will be charged data or megabytes while being removed (canceled). Apps that were downloaded as purchases don't incur data or megabyte charges during removal.

Managing Apps

[Collapse All](#)

1. How many Media Center apps can I have on my phone?

It will depend on the size of the app and the storage capabilities of your phone.

2. Can I change my Media Center apps?

Yes, you can change them at any time. Remove old ones, add new ones; you can personalize your phone any way you wish.

3. What happens to my Media Center apps if I get a new phone?

Downloaded apps can only be used on the phone they were downloaded to. When you upgrade to a new phone, you'll have to redownload any apps that you had downloaded onto your previous phone (even if they were downloaded as part of an unlimited or long-term agreement).

Use [My Media Retrieval](#) to back up your Media Center content so you don't have to pay for it again.

4. What's the difference between Disable and Remove App?

Disabling an app removes the app from memory, but retains the usage and purchase information. If you only need to free up some memory but want to be able to access the app at a later time, use Disable. To restore a

disabled app, go to **Options**, select the app and select **Restore**. If the app you disable is a subscription, you'll continue to be charged the recurring subscription fee while it's disabled.

Removing an app deletes it completely from your phone's memory. To restore it, you'd have to download it and pay for it again (if not free). Data charges (depending on your price plan) apply while removing a subscription app. If you remove a wallpaper app from your phone you may delete all content that was downloaded through that wallpaper app. To retain the wallpaper for any such app, you must disable rather than remove the wallpaper app.

Pricing/Billing

Collapse All

1. How much does Media Center cost?

There's no monthly fee to use Media Center. You pay per content item at the time of download. Each item has specific pricing. Data charges (depending on your price plan) apply while browsing for and downloading content on your phone. Some apps incur data charges during use and removal. To view each app's pricing options, visit the [Media Center](#).

2. What are the different pricing options for Media Center apps?

The pricing options for Media Center apps vary. Unlimited use only applies to the original device that the app is downloaded to. Some of the most common options include:

- **Demo** - Try the app free for a set number of uses (1-5), a predetermined time of use (1-10 minutes), or an elapsed time on the phone (1-24 hours).
- **Subscription** - Unlimited use of the app with a recurring fee.
- **Purchase** - Apps billed on 1 of 4 following price models:
 - **Number of uses** - use the app a specific number of times or unlimited use
 - **Expiration date** - use the app until a specified date or time
 - **Number of days** - use the app for a fixed number of days
 - **Elapsed time** - use the app for a fixed number of minutes

3. How do Media Center downloads appear on my bill?

Media Center purchases will appear under the Usage and Purchases section on the bill and will be listed as a Media Center/App Download.

4. How do I end the recurring monthly charges for a Media Center app?

You'll need to remove the item you purchased to end recurring monthly charges for it.

Ringtones

Collapse All

1. How do I get ringtones from Media Center on my phone?

To get ringtones from the Media Center onto your basic phone:

- a. Access the **Media Center** shopping menu on the phone.
- b. Select **Shop Apps**.
- c. Select **Tunes & Tones**.
- d. Select the desired ringtone app.
- e. Select the desired pricing option.
- f. When finished downloading the chosen credits or uses, you will receive the message "App installed successfully. Would you like to run it now?" Select **Yes**.
- g. You are now able to search through the app to locate the specific tone you wish to download. After selecting the desired tone, it will be downloaded to the phone and saved to the local memory on the phone.
- h. Access the appropriate menu on the phone to change the ringer and select the downloaded ringtone as the default ringer.

You've successfully downloaded a ringtone from Media Center.

2. What does the word "uses" mean when I'm choosing the pricing options for ringtones in Media Center?

Some apps will refer to a number of "uses" when selecting pricing options. The word "uses" is synonymous with credits. The number of credits required for each ringtone will vary, but it's only a one-time cost to purchase a ringtone. Once you have downloaded the ringtone to the phone, it's stored on the local memory on the phone. You can keep the ringtone indefinitely on that phone without incurring any other charges.

3. How can I find a particular song or songs from a particular artist to download?

Visit our [Verizon Tones How to Use Guide](#) to learn how to browse for content in the Media Center.

4. Can I download ringtones from other websites directly to my phone?

No. The ringtone apps offered through Media Center have approved tones that have been optimized for use on the Verizon Wireless network. Other websites offer ringtones that may work, but we are unable to provide assistance to customers using those services.

5. How do I access the Verizon Tones app from my smartphone?

Refer to our [Verizon Tones How to Use Guide](#) to learn how to access the app on your smartphone.

Games

[Collapse All](#)

1. Can I preview a Media Center game before I purchase it?

Occasionally, we offer "demo" versions of games. When available, downloading a demo version allows you to use games on a trial basis without purchasing the game. Demos have an expiration date based on one of the following criteria:

- Number of uses (1-5)
- Expiration date
- Elapsed time (1-24 hrs)

2. What's the difference between "subscription" and "unlimited" Media Center games?

Purchasing a "subscription" provides access to a game for a limited period of time with billing reoccurring on a daily, monthly or annual basis depending on the specific game.

The unlimited option provides access whenever and however long you wish to play the game for a one-time fee. This unlimited access applies only to the device you download the app to.

3. What is a networked game?

Networked games, typically multi-player games, require connecting to a network for usage. Data charges apply for use of networked games.

If you're concerned about data overages, consider using [Safety Mode](#) on the new Verizon Plan.

4. How do I download the most popular Media Center games?

To get top-selling games on your basic phone:

- Go to **Menu** on your phone.
- Select **Media Store** or **Media Center**.
- Select **Games** or **Apps**.
- Select **Get New App**.
- Select **Top Sellers**.
- Select a game.
- Follow the onscreen instructions to download the game of your choice.

5. What types of games are available through Media Center?

We offer several types of gaming options, including single-player, multi-player, downloadable and networked games.

6. How do I search for a specific game title in Media Center?

On your basic phone:

- Open the **Menu**.
- Select **Media Store** or **Media Center**.
- Select **Games** or **Apps**.
- Select the **Search** option.
- Enter the game title you're looking for.

[Collapse All](#)

1. What are Tools & Apps?

Tools & Apps are fun, user-friendly apps that you can download right to your Verizon Wireless basic phone to keep you organized, stay in touch, and be productive.

2. Can I view available Media Center Tools & Apps online?

No, the apps can only be viewed on the phone.

3. Can I buy apps online?

No, apps can only be purchased on the phone.

Wallpapers

[Collapse All](#)

1. What is a wallpaper app?

Wallpaper apps provide access to cool screensavers to download right onto your Verizon Wireless phone's screen. Personalize your phone with your own personality!

2. How do I download a new wallpaper app through Media Center?

New wallpaper apps can be downloaded from the Pix & Videos category. Pix & Videos provides the fastest option of downloading wallpaper:

- a. Simply select **Get New Pix**, then **New Provider**.
- b. Download the app of your choice.
- c. In addition to the categories mentioned above, there are "Top Sellers" and "Featured Pix" sub-categories that highlight the most popular wallpaper app providers and pictures.

3. Can I view available Media Center Wallpapers online?

No, you can't.

4. Can wallpaper apps be downloaded on all types of Verizon Wireless phones?

Wallpaper apps from the Media Center can be downloaded to basic phones. Smartphones can access downloadable wallpapers through the phone's app store.

5. How do I set wallpaper once it has been downloaded from Media Center?

To set a picture as a wallpaper on your basic phone:

- a. Open **Pix & Flix**.
- b. Select **My Pictures**.
- c. Highlight the desired picture.
- d. Open the **Options** menu.
- e. Scroll down to **Set As**.
- f. Press **OK** to set the picture as either your main or front wallpaper.


You've successfully changed the wallpaper on your basic phone.

6. Where is my old wallpaper stored when I download new wallpaper from Media Center?

All wallpaper that has been downloaded may be accessed in "My Pictures" under the "Pix & Flix" category.

Was this helpful?  

Still Have Questions?



Visit the Community Forums

Ask questions, or share your opinions on Verizon Wireless products and services.

[Visit the Community >](#)



Talk to us on Twitter

Got something to ask us? We're happy to help.

[Visit @VZWSupport >](#)



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Post a support question on our wall and get a response from a Verizon Expert.

[Visit Verizon Wireless Facebook >](#)



Get Help at a Store

Attend a Workshop
Attend a free workshop in a store to get detailed and personal assistance from a Verizon expert.

[Schedule a Workshop >](#)

Visit a Store

[Store Locator >](#)

Service & Support

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- Wireless Workshops
- Register Signal Booster
- Report A Security Vulnerability
- Device Trade-In Program
- Order Status
- In-Store Pickup

Brands

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- Windows
- Moto Z Droid
- Moto Z Force Droid
- Fitbit
- iPhone 7
- iPhone 7 Plus
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Exhibit 9

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≡ NEWS CENTER ARCHIVES

Nexus 7 Available Feb. 13 on the Verizon Wireless Network

The latest Google Nexus tablet available starting later this week.

By [Albert Aydin](#) on February 10, 2014



6

A Google Nexus device with Verizon Wireless means users get the best of Google on the nation's largest and most reliable 4G LTE network.

The Nexus 7 (Black, 32GB model) will be available starting Feb. 13 for \$349.99 online and in stores. For a limited time, users can purchase the Nexus 7 for \$249.99 with a new two-year activation. Users who have already purchased the Nexus 7 (2013 model) will also be able to activate their device on the Verizon Wireless network after they download the latest software update. Users can add the tablet to their [Share Everything](#) plan for an additional \$10 per month.

The Nexus 7 runs on the Android 4.4 KitKat operating system and comes with a suite of Google apps, including Google Play to download additional apps, games, books, movies and more. The 7-inch full HD display creates a great movie-watching experience and the compact design makes one-handed use easy. [Google Now](#) is also available so users can get real-time information such as weather, traffic updates, news and more based on location.

To accessorize and protect the Nexus 7, the Nexus 7 Folio will be available in Black and Red color options for \$49.99. The Speck StyleFolio for Nexus 7 also lets users protect their new tablet and doubles as a stand, ideal for watching movies or doing work. The Speck StyleFolio will be available in Blue, Black and Pink color options for \$34.99.

A new tablet also means the opportunity to download new apps. Users can check out the ["Must-have Apps"](#) series to find the apps that suit their mobile lifestyle.



6

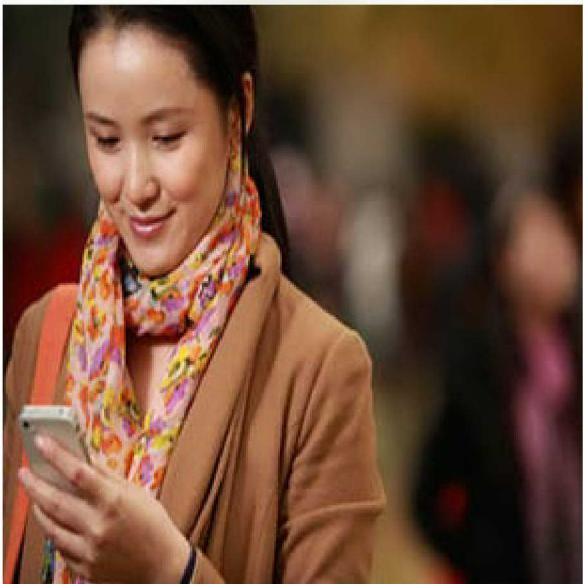
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Google Now on Android 4.1 Jelly Bean



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Exhibit 10

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≡ NEWS CENTER ARCHIVES

Nexus 6 with Android Lollipop and Verizon 4G LTE: Available March 12

6-Inch Quad HD screen, dual front facing speakers, and long lasting battery.

By [Albert Aydin](#) on March 11, 2015



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18

44

To all Nexus fans,

Thank you for your patience. The Nexus 6 by Motorola will be available for ordering on the nation's largest and most reliable [4G LTE network](#) starting March 12 online and will be in stores starting March 19. The smartphone will be \$249.99 with new two-year activation or \$27.08 per month for 24 months with [Verizon Edge](#).

Customers who purchase the Nexus 6 before March 31, 2015 can get a 6-month subscription to Google Play Music All Access at no additional cost (\$9.99 a month after trial). That means you can store the songs you own and also stream from a library of more than 30 million titles.

Music streaming works best with three key ingredients – good speakers, battery life, and a reliable data connection. The Nexus 6 delivers all three with dual front-facing speakers for immersive stereo sound, a 3200mAh battery for up to 24 hours per charge, and Verizon 4G LTE network. You'll do more dancing and less buffering. Nobody likes buffering.


The front-facing speakers sound even better when paired with the 6-inch AMOLED Quad HD display for multimedia. That means better gaming, YouTube-ing, Netflix-ing, Vine-ing, and Snapchatting with friends. With all the social media happening, you'll want to share your own experiences and moments. The Nexus 6 has a 13-megapixel rear facing camera with optical image stabilization so your Instagram and Twitter profiles won't be full of blurry pictures. And the 2-megapixel front camera is made for selfies.

The Nexus 6 also launches with [Advanced Calling](#) 1.0 capabilities, letting you enjoy HD Voice Calling to other compatible Verizon smartphones. Activating this feature also enables simultaneous voice and data use, so you can talk and surf the web at the same time.


NEXUS 6 BY MOTOROLA


OS	Android 5.1 Lollipop
Display	6-inch AMOLED Quad HD
Processor	2.7 GHz quad-core processor
Storage	32 GB internal storage (formatted capacity is less) MORE Everything customers receive 25GB cloud storage on Verizon Cloud at no additional charge
Battery	3200mAh Turbo Charger included – a 15 minute charge can mean up to 6 additional hours of battery life Qi Wireless Charging capable


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Exhibit 11



Open Development

ThingSpace Develop

Innovation Program

Devices & Modules Get Certified **FAQ**

I am looking for

FAQ

Categories

General Information

LTE Development

CDMA Development

Questions & Answers

What is Open Development?

Verizon Wireless Open Development (OD) is the company's program designed to allow and encourage the development community to create new products, applications and services beyond what Verizon Wireless offers in its portfolio and bring these to the marketplace on the Verizon Wireless network.

Is it true that any device will be allowed to connect to the Verizon Wireless network?

Yes, as long as it meets the OD requirements. The device must be FCC compliant (pass FCC equipment authorization and have an FCC ID) before it is submitted for Open Development certification. Device manufacturers must have their devices approved as compliant to the Open Development device requirements for LTE or CDMA, as appropriate. Once it passes the compliance testing, the device can be connected to our network.

Who will be responsible for the approval testing?

Verizon Wireless has certified a number of external test labs to conduct Open Development Device approval testing. The device manufacturer is responsible for working with the external test lab to complete the approval testing.

Why does a device have to pass Verizon Wireless testing and comply with Verizon Wireless technical requirements?

The testing is the only way to determine that the device, once activated, won't cause objectionable interference with other spectrum users or jeopardize network security and otherwise meets the required technical specifications. The test process will be intentionally minimalistic for this purpose, so testing won't determine if the device actually works or works without error. Additionally, the testing will not make any determination as to call quality or other functionality of such device, other than what is required under the OD technical standards.

What will be the typical amount of time to approve a device?

We expect the typical lab time to be weeks rather than months.

Will there be a charge to certify a device?

Yes. Costs are determined by the external testing lab and are paid by the device manufacturer or agent who is seeking to obtain approval for the device.

Will Verizon Wireless handle problems with Open Development devices?

Verizon Wireless will not be responsible for device support issues. The device manufacturer will own this responsibility, and we will refer customers with device problems to the manufacturer or other designated entity.

How will customer know that a device meets with Verizon Wireless' technical requirements?

Developers/manufacturers of these devices can inform consumers that their device is approved for connectivity on the Verizon Wireless network.

Is there a certification procedure for applications and services that operate on devices?

Currently there is a process to certify applications for CDMA devices. The process for applications on LTE devices is still under consideration and will be outlined in the future.

How do I get my VZW ID?

The VZW ID is automatically assigned to your company by the OD Portal after you are registered. It can be found on step #5 of the device registration process, in the format VZWxxxxxxx.

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Exhibit 12



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Bring your own device



Activate it with Verizon Wireless

Already have a device you love? Connect it to the nation's largest, most reliable 4G LTE Network. You can even transfer your number from another carrier to make a smooth seamless switch

Activating is simple

1 Check device

2 Check SIM

3 Explore plans

Step 1: Check Device

[Feedback](#)

Enter Device ID

Check Device

Can't find Device ID? Follow instructions below



Select Device Type

Smartphone

Select a OS

iOS (Apple)

Find It Within Your Device

1. From your home screen, select "Settings".
2. Select "General".
3. Select "About".
4. Scroll down to the IMEI, ESN or MEID number.

Step 2: Check SIM

Step 3: Explore Plans

Brands	<input type="checkbox"/>
OS & Featured Devices	<input type="checkbox"/>
Plans, Deals & More	<input type="checkbox"/>

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Exhibit 13

Home > Memory > Verizon > 4G SIM Activation Kit

Verizon

4G SIM Activation Kit

★★★★★ 4/ 5 (44 Reviews) SKU #VZW-SIM4GPP


- Bring your own 4G Verizon phone
- Activate on our low cost 4G LTE Plan with No annual contract
- Plan: \$45/mo for UNLIMITED TALK & TEXT plus 2GB of DATA

Free Shipping available on all orders

 Check Compatibility

\$49.99

Add to cart

 Free shipping available on all orders



Feedback

Description

Customers can take advantage of our low cost 4G LTE No Annual Contract Plan by Bringing their Own 4G Verizon Wireless Device; below are easy steps on how to get started:

Purchase the 4G LTE SIM KIT

- Packaging ships overnight; and will include step by step instructions
- Insert the SIM Card in your phone and Activate on our low cost 4G No Annual Contract plan.
- Plan includes Unlimited TALK & TEXT plus 2GB of DATA for \$45/mo
- Add more Data to your plan and carry over for up to 90 days on the best 4G LTE Network

Compatibility

Or search devices



G Vista Black
Prepaid



iPhone® 6s



G Pad™ X8.3



One® M9



G Pad™ 7.0 LTE



G Pad™ 10.1
LTE



DROID TURBO



iPad® Air 2

What people are saying

Ask a question

Customers also viewed



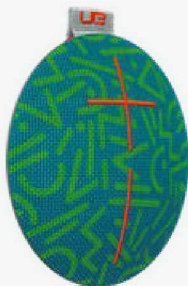
Verizon
Tempered Glass Display
Protector with Alignment Kit
for iPhone 6/6s

\$29.99 ★★★★★ (1)



Beats
Powerbeats2 Wireless In-
Ear Headphone

was ~~\$199.99~~
\$149.99 ★★★★★ (115)



Ultimate Ears
ROLL 2

was ~~\$99.99~~
\$79.99 ★★★★★ (0)



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- Report A Security Vulnerability
- Device Trade-In Program
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Exhibit 14



David Haga
Assistant General Counsel

1320 N. Courthouse Road, 9th Floor
Arlington, VA 22201

david.haga@verizon.com
T (703) 351-3065

January 18, 2016

Alex Nguyen
1050 Kiely Blvd #2608
Santa Clara, CA 95055
communicator@doubleperfect.com

Re: *Notification of Intent to File Formal Complaint*

Dear Mr. Nguyen:

I am writing in response to your December 28, 2015 letter to Verizon's Tamara Preiss, in which you discuss certain issues regarding end users' ability to use third party devices on Verizon's wireless network and edge providers' ability to make applications and services available on devices in certain circumstances. You previously raised some of these issues in an informal complaint you submitted to the Federal Communications Commission ("FCC") on May 20, 2015, stemming from your desire to use on Verizon's wireless network a Motorola Nexus 6 that you purchased from a company other than Verizon. Verizon responded to that informal complaint, indicating that you are able to use that Nexus 6 device on our network. Below, I address the remainder of the issues you raise about the use of third party devices, software, and applications on Verizon's network, which hopefully resolves any remaining concerns you may have.

Verizon's Network Management. As you can appreciate, Verizon's wireless network operations are complex and involve unique network architecture and technology. Verizon manages its network to certain service levels and technical requirements, which may vary from those of other service providers and third parties. Verizon therefore must be careful when dealing with third party devices, software, and applications to ensure they do not interfere with the proper functioning of its network and to safeguard its customers and their communications.

The governing regulations recognize as much. The FCC's mobile network access rules allow for reasonable network management practices and permit carriers to require compliance with the technical standards necessary to protect their networks. For example, the spectrum rules governing access for Block C in the 746-757 and 776-787 MHz bands specifically state that providers operating in this spectrum are not required to grant access to devices and applications that do not comply with the technical standards reasonably necessary for the management or protection of their networks. See 47 C.F.R. § 27.16(b)(1). Similarly, the rules governing the use of third party devices, services, and applications on mobile broadband Internet networks are "subject to reasonable network management" (47

C.F.R. §§ 8.5(b)), which includes “taking into account the particular network architecture and technology of the broadband Internet access service.” 47 C.F.R. § 8.11(d). In short, providers are not required to grant access to third party devices, services, and applications unless and until they can meet the providers’ appropriate technical standards and can be used – and used safely – on their networks.

That said, Verizon is committed to providing safe and reasonable access for its customers and works with third parties to ensure that, when possible, their devices and applications can be used on Verizon’s wireless network. Indeed, after working through technical compatibility and other issues, Verizon allowed Motorola Nexus 6 devices (the subject of your informal complaint last year) onto the Verizon Wireless network.

Motorola Nexus 6. As Verizon explained in response to your informal complaint, when the Nexus 6 initially launched, the only version that was certified for use on the Verizon network as satisfying Verizon’s technical standards was the version loaded with software specific to Verizon.¹ Google initially was unable to provide a means of delivering that software to other versions of the Nexus 6, so that Nexus 6 devices purchased for use on other networks and loaded with other software were not certified for use with Verizon’s network and systems. Indeed, without the necessary software, Verizon’s systems could not identify what those devices were or whether they posed a threat to the network – even with the insertion of an active Verizon SIM card. Those devices could have some limited functionality with a Verizon SIM card, but – without the right software – they were not fully functional and could not be certified as meeting the technical standards necessary for the management and protection of the Verizon network. For example, the software was necessary to ensure that Voice over LTE worked on the device when a Verizon SIM was inserted.

For those reasons, Verizon initially did not allow customers to purchase SIM cards for Nexus 6 devices purchased from companies other than Verizon. But, following the initial launch, Google and Verizon worked to develop a solution to deliver the necessary software to those devices. With that solution, you and other customers were able to use those devices on our wireless network.

Apple iPhone 6 and 6 Plus. Verizon went through a similar process to certify the Apple iPhone devices that you discuss in your December 28, 2015 letter. It is unclear from your letter whether you personally had sought to use an iPhone purchased from another company on Verizon’s network. But, initially, Apple iPhone 6 and 6 Plus devices that were purchased from companies other than Verizon could not be identified on the Verizon network, even with the insertion of a Verizon SIM card. In particular, the Verizon network requires the International Mobile Equipment Identity (“IMEI”) number for each device to identify valid devices that have gone through Verizon’s certification testing. Verizon initially did not have access to the IMEI numbers for iPhone 6 devices that were purchased from companies other than Verizon. Without that identifier, Verizon’s systems could not identify the devices as iPhone 6 devices and could not determine whether they might be harmful to the

¹ See Letter from Verizon Wireless Executive Relations to Sharon Bowers, FCC, and Alex Nguyen (June 11, 2015); Letter from Nicole R., Analyst, Verizon Wireless Executive Relations, to Sharon Bowers, FCC, and Alex Nguyen (July 27, 2015).

network. Verizon worked with Apple to obtain the necessary IMEI ranges and, once Apple provided them, a customer then could use a third party iPhone 6 and 6 Plus on the Verizon network.

In that respect, you are correct that the “Apple iPhone FAQs” on our website needed to be updated to the extent they suggested that a customer switching from another carrier to Verizon could not use his or her existing iPhone 6 or 6 Plus. And we have now updated those FAQs to state that customers who purchased an iPhone 6 or newer model from a company other than Verizon can use it on the Verizon Wireless network.²

Activation Fees and Discounts. Your December 28, 2015 letter claims that Verizon in the past (*i.e.*, “before November 15, 2015”) engaged in “unreasonable discrimination” against customers who brought their own devices and/or used existing SIM cards by charging them a fee to activate those devices on the Verizon network and by not providing a discount on their month-to-month service agreements. In support of this claim, your letter cites to 47 U.S.C. § 202(a) and 47 C.F.R. §§ 8.11 and 27.16(b). But 47 C.F.R. §§ 8.11 and 27.16(b) do not address price differentials, and Verizon’s practices are not the type of “unreasonable discrimination in charges” contemplated by 47 U.S.C. § 202(a).

In assessing the activation fee, Verizon does not draw a distinction between customers who bring their own devices and those who do not. Verizon generally charges all customers an activation fee, including customers who purchase devices from Verizon. But Verizon has waived that fee for customers who purchase their devices through Verizon’s device payment plan program. That does not constitute any form of prohibited “discrimination.” Rather, that is simply a permitted incentive offer to encourage customers to purchase their devices through Verizon’s device payment program.

Similarly, Verizon did not “discriminate” against customers who brought their own devices and used existing SIM cards by failing to provide them with monthly discounts. These customers were using phones that had not yet been certified on Verizon’s network or for which Verizon had not yet received the necessary IMEI numbers. For example, these could have been customers that were using a Nexus 6 or iPhone 6 before those phones were identifiable and certified for use on Verizon’s network, as discussed above. Because those phones were not compatible with Verizon’s network and/or could not be confirmed to be certified for use on Verizon’s network, Verizon did not provide a discount on those accounts.

Microsoft Applications. Your December 28, 2015 letter (at 2) also asserts that Verizon “blocked” Samsung from preloading Microsoft applications, including OneDrive and Samsung Pay on Samsung devices. That is not true. These applications initially were available only as preloaded applications on certain Samsung devices. Verizon simply elected not to sell the Samsung devices with the preloaded applications itself, and it has no regulatory obligation to sell particular

² See Apple iPhone FAQs, <https://www.verizonwireless.com/support/iphone-faqs/>. As these FAQs explain, iPhone 5s or earlier versions purchased from companies other than Verizon “can’t be used on the Verizon Wireless network because they’re not the same as the similar models built to work on the Verizon Wireless network.”

devices. But Verizon has no influence on whether these applications were preloaded on Samsung devices available for purchase from other companies or on other companies' decisions about what devices (and with which applications) they will sell. However, Verizon will support such applications on certain Samsung devices after purchase with a free software update.

CONCLUSION

I hope that this information addresses all of the issues in your December 28, 2015 letter. But please let me know if you have any additional questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Haga", enclosed within a thin black rectangular border.

David Haga

Exhibit 15



Legal Notices

Verizon Wireless V710 Settlement

Verizon Wireless V710 Settlement

(Opperman, et al. v. Cellco Partnership d/b/a Verizon Wireless, Case No. BC 326764, Superior Court of the State of California for the County of Los Angeles.)

In order to open any of the links below, you will need to have Adobe Acrobat installed on your computer. If you do not have Adobe Acrobat already, you may [click here](#) to download the program at no cost.

[Haz clic aquí](#) para obtener información en español.

[Back to Legal Notices](#)

On September 2, 2005, the Superior Court of California in Los Angeles issued an Order preliminarily approving the settlement of this class action. This site can help you obtain information about the status of the settlement and also help you determine whether you are a member of the settlement class who qualifies for benefits in this case.

The Plaintiffs claim that Verizon Wireless did not accurately disclose that certain Bluetooth features were not supported by the Motorola V710 handset available with Verizon Wireless cellular service. Verizon Wireless contends that its marketing materials were not deceptive and accurately informed customers of the Bluetooth profiles available for the Motorola V710 cellular handset available with Verizon Wireless service.

Based on the information available to them, the attorneys for the class concluded that the proposed settlement is fair, reasonable, and adequate, and that it serves the best interests of class members.

Class Membership:

The class to whom the settlement relates consists of all present and former customers of Verizon Wireless who activated Verizon Wireless cellular service for a Motorola V710 cellular handset on or before January 31, 2005.

To view the Class Action Settlement Notice in English, please [click here](#).

Status of Settlement for All Class Members To Whom Notice Was Sent and/or Who Filed Claims On or Before December 9, 2005:

On January 18, 2006, the Los Angeles Superior Court granted final approval to the settlement for Class Members who were sent the Notice and/or submitted a Claim Form before December 9, 2005. No appeals were taken from this order, and the Settlement as to these Class Members became final on March 20, 2006.

Class Members who submitted a Claim Form prior to December 9, 2005 will receive in the mail by the end of April further information regarding their selected benefits. Customers who selected the \$25.00 credit (Option 1) will not be contacted but instead will see this credit reflected on their bill.

To view the January 18, 2006 Final Approval Order, please [click here](#).

Status of Settlement for All Class Members To Whom Notice Was Sent in January, 2006 and Who Filed Claims Before March 3, 2006:

On January 6, 2006, Verizon Wireless completed a supplemental mailing to all current and former customers who were not included in the 2005 mailing. On March 21, 2006, the Los Angeles Superior Court granted final approval to the Settlement for the Class Members who were sent the Notice in January and submitted Claim Forms before March 3, 2006. Unless appeals are taken from this order, the Settlement as to these Class Members will become final on May 22, 2006.

Assuming no appeals are filed, Class Members who were mailed Notice in 2006 and submitted a Claim Form before March 3, 2006 will receive in the mail by the end of June further information regarding their selected benefits. Customers who selected the \$25.00 credit (Option 1) will not be contacted but instead will see this credit reflected on their bill some time in or after June, 2006.

To view the March 21, 2006 Final Approval Order, please [click here](#).

Description of Settlement Benefits:

Present Verizon Wireless Customers:

Customers who selected the \$25.00 credit (Option 1) will not be contacted but instead will see this credit reflected on their bill

The mailings to Class Members filing valid Claim Forms for the other Options will include detailed instructions regarding how to return your phones and/or accessories in the prepaid mailer and receive your refunds. Briefly, these other options are as follows:

Option 2: Under this option, you will be entitled to terminate the line for which you activated your V710 phone without an early termination fee and return your V710 phone and any accessories specified in the Notice of Settlement in the prepaid mailer for a full refund (with proof of amounts paid) or \$200 refund (without proof of payment). NOTE -- IF YOU WANT TO PORT YOUR OLD NUMBER, FOLLOW THE INSTRUCTIONS IN THE PACKET CAREFULLY, COMPLETING THE PORT TO THE NEW CARRIER FIRST, AND THEN RETURNING YOUR V710.

Option 3: Under this option, you will be entitled to purchase a new phone and/or accessories from a Verizon Wireless V710 Settlement website, and then return your V710 and specified accessories in the prepaid mailer for a full refund up to the amount you paid for the V710 and the specified accessories. You will be able to buy any phone offered by Verizon Wireless to new customers from the settlement website, at the same price offered to new customers. However, the amount of your refund under Option 3 is limited to the lesser of the amount you spend on your new phone and accessories or the amount you paid for your V710 and accessories (or \$200 without receipts for the amount paid). Please note that Verizon Wireless has agreed to mail checks for the refund, so you will actually get the cash, as opposed to an account credit as originally described in the Notice.

Former Verizon Wireless Customers:

The mailings to Class Members who are former Verizon Wireless customers and filed valid claims will include detailed instructions regarding how to return your V710 phones and/or accessories in the prepaid mailer and receive your refunds. For those former customers who also paid an early termination fee, a check for the fee will be included in the packet.

For More Information On The Terms of the Proposed Settlement:

To view the Proposed Second Amended Complaint, please [click here](#).

To view the Settlement Agreement, please [click here](#).

To view the Preliminary Order, please [click here](#).

Service & Support

- Store Locator
- Wireless Workshops
- Register Signal Booster
- Report A Security Vulnerability
- Device Trade-In Program
- Order Status
- In-Store Pickup

Brands

- Apple
- BlackBerry
- Droid
- HTC
- iPad
- iPhone
- LG
- Motorola
- Samsung

OS & Featured Devices

- Android
- Windows
- Moto Z Droid
- Moto Z Force Droid
- Fitbit
- iPhone 7
- iPhone 7 Plus
- Samsung Galaxy Note7 - Recall Info

Plans, Deals & More

- Military & Veterans Discounts
- International Student Program
- Employee Discounts
- Deals & Special Offers
- Certified Pre-Owned
- Verizon Wireless Community



Exhibit 16

Choose your language: English

Ultrafast LTE.

Available in more places than ever before.

With LTE on the iPhone 5 and later, you can browse the web, stream content, or download a movie at blazing-fast speeds. For a list of carriers that have certified their LTE network on iPhone, refer to chart below¹. Many more carriers may also offer LTE on iPhone. For more details, contact your carrier.



iPhone 7
iPhone 7 Plus



iPhone 6s
iPhone 6s Plus



iPhone 6
iPhone 6 Plus




iPhone SE




















iPhone 5s
iPhone 5c












iPhone 7 and iPhone 7 Plus














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Model Number ²	LTE Band Support ³	Country	Supported LTE Networks
iPhone 7	1 (2100 MHz)	 United States	Appalachian Wireless
Model A1660 (GSM)	2 (1900 MHz)		Bluegrass Cellular
Model A1660 (CDMA)	3 (1800 MHz)		Boost
	4 (AWS)		C Spire
iPhone 7 Plus	5 (850 MHz)		Carolina West
Model A1661 (GSM)	7 (2600 MHz)		Cellcom
Model A1661 (CDMA)	8 (900 MHz)		Chariton Valley
	12 (700 MHz)		Chat Mobility
	13 (700c MHz)		Consumer Cellular
	17 (700b MHz)		Copper Valley Wireless
	18 (800 MHz)		Credo
	19 (800 MHz)		Cricket
	20 (800 DD)		Family Mobile
	25 (1900 MHz)		GCI





	26 (800 MHz) 27 (800 MHz) 28 (700 APT MHz) 29 (700 de MHz) 30 (2300 MHz) 38 (TD 2600) 39 (TD 1900) 40 (TD 2300) 41 (TD 2500)		Illinois Valley Cellular Inland Cellular iWireless MetroPCS Nex-Tech NorthwestCell Panhandle Pioneer Cellular Pure Talk Sagebrush Sprint SRT STRATA Networks Thumb Cellular Tracfone Truphone Union Wireless United Wireless US Cellular Verizon Viaero Vodafone
		 China	China Mobile China Telecom China Unicom
		 Hong Kong	3 China Mobile Hong Kong CSL SmarTone
		 Puerto Rico	Claro Open Mobile Sprint
		 USVI	AT&T Sprint
iPhone 7 Model A1778	1 (2100 MHz) 2 (1900 MHz) 3 (1800 MHz)	 United States	AT&T T-Mobile
iPhone 7 Plus Model A1784	4 (AWS) 5 (850 MHz) 7 (2600 MHz) 8 (900 MHz) 12 (700 MHz)	 Andorra	Andorra Telecom
		 Australia	Optus

13 (700c MHz)		Telstra
17 (700b MHz)		Vodafone
18 (800 MHz)		
19 (800 MHz)		
20 (800 DD)		
25 (1900 MHz)		
26 (800 MHz)		
27 (800 MHz)		
28 (700 APT MHz)		
29 (700 de MHz)		
30 (2300 MHz)		
38 (TD 2600)		
39 (TD 1900)		
40 (TD 2300)		
41 (TD 2500)		
	 Austria	3 A1 T-Mobile
	 Bahrain	Batelco Viva Zain
	 Belgium	Base Mobistar Proximus Telenet
	 Bulgaria	Telenor
	 Canada	Bell eastlink MTS Rogers SaskTel Tbaytel Telus Videotron
	 Croatia	Hrvatski Telecom
	 Cyprus	Cyta MTN PrimeTel
	 Czech Republic	O2 T-Mobile Vodafone
	 Denmark	3 TDC Telenor Telia
	 Estonia	Elisa Sonera Tele2

 Finland	DNA Elisa Sonera
 France	Bouygues Free NRJ Orange SFR Virgin
 Germany	1&1 Deutsche Telekom O2 Vodafone
 Greece	Cosmote Vodafone WIND
 Greenland	TELE Greenland
 Hungary	Telekom Telenor Vodafone
 Iceland	Nova Siminn Vodafone
 Ireland	3 Meteor Vodafone
 Isle of Man	Manx Telecom Sure
 Italy	3 TIM Vodafone
 Kosovo	Telekom Slovenije

	Kuwait	Ooredoo Viva Zain
	Latvia	LMT Tele2
	Liechtenstein	Salt
	Lithuania	Omnitel Tele2
	Luxembourg	Orange Post Tango
	Maldives	Dhiraagu Ooredoo
	Malta	Vodafone
	Mexico	AT&T Movistar Telcel
	Monaco	Monaco Telecom
	Netherlands	KPN T-Mobile Tele2 Vodafone
	New Zealand	2Degrees Spark Vodafone
	Norway	Telenor Telia
	Poland	Orange Play T-Mobile

 Portugal	MEO NOS Vodafone
 Puerto Rico	AT&T
 Qatar	Ooredoo Vodafone
 Romania	Orange Telekom Vodafone
 Russia	Beeline Megafon Yota
 Saudi Arabia	Mobily STC Zain
 Singapore	M1 Singtel Starhub
 Slovakia	Telekom
 Slovenia	Telekom Slovenije
 Spain	Movistar Orange Vodafone Yoigo
 Sweden	3 Tele2 Telenor Telia
 Switzerland	Salt Sunrise Swisscom

		<hr/>	
		 Taiwan	APT Chunghwa Telecom FarEasTone Taiwan Mobile Taiwan Star
		<hr/>	
		 UAE	du Etisalat
		<hr/>	
		 United Kingdom	3 Everything, Everywhere O2 Vodafone
		<hr/>	
iPhone 7	1 (2100 MHz)	 Japan	DoCoMo KDDI Softbank
Model A1779 (CDMA)	2 (1900 MHz)		
iPhone 7 Plus	3 (1800 MHz)		
	4 (AWS)		
Model A1785 (CDMA)	5 (850 MHz)		
	7 (2600 MHz)		
	8 (900 MHz)		
	11 (1500 MHz)		
	12 (700 MHz)		
	13 (700c MHz)		
	17 (700b MHz)		
	18 (800 MHz)		
	19 (800 MHz)		
	20 (800 DD)		
	21 (1500 MHz)		
	25 (1900 MHz)		
	26 (800 MHz)		
	27 (800 MHz)		
	28 (700 APT MHz)		
	29 (700 de MHz)		
	30 (2300 MHz)		
	38 (TD 2600)		
	39 (TD 1900)		
	40 (TD 2300)		
	41 (TD 2500)		

iPhone 6s and iPhone 6s Plus

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Model Number ²	LTE Band Support ³	Country	Supported LTE Networks
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iPhone 6s	1 (2100 MHz)
Model A1633	2 (1900 MHz)
	3 (1800 MHz)
iPhone 6s Plus	4 (AWS)
Model A1634	5 (850 MHz)
	7 (2600 MHz)
Models A1633 and A1634	8 (900 MHz)
also support LTE networks	12 (700 MHz)
listed for Models A1688 and	13 (700c MHz)
A1687	17 (700b MHz)
	18 (800 MHz)
	19 (800 MHz)
	20 (800 DD)
	25 (1900 MHz)
	26 (800 MHz)
	27 (800 MHz)
	28 (700 APT MHz)
	29 (700 de MHz)
	30 (2300 MHz)
	38 (TD 2600)
	39 (TD 1900)
	40 (TD 2300)
	41 (TD 2500)



United States

- Appalachian Wireless
- AT&T
- Bluegrass Cellular
- Carolina West
- Cellcom
- Chariton Valley
- Chat Mobility
- Consumer Cellular
- Cricket
- C Spire
- Defense Mobile
- Family Mobile
- GCI
- Illinois Valley Cellular
- Inland Cellular
- MobileNation
- Net10
- Nex-Tech
- NorthwestCell
- nTelos
- Panhandle
- Pioneer Cellular
- Silver Star
- Straight Talk
- STRATA Networks
- Thumb Cellular
- Tracfone
- Union Wireless
- United Wireless
- US Cellular
- Vodafone



Puerto Rico

- AT&T
- Claro
- Open Mobile

iPhone 6s	1 (2100 MHz)
Model A1688 (GSM)	2 (1900 MHz)
Model A1688 (CDMA)	3 (1800 MHz)
	4 (AWS)
iPhone 6s Plus	5 (850 MHz)
Model A1687 (GSM)	7 (2600 MHz)
Model A1687 (CDMA)	8 (900 MHz)
	12 (700 MHz)
	13 (700c MHz)
	17 (700b MHz)
	18 (800 MHz)
	19 (800 MHz)
	20 (800 DD)



United States

- Boost
- Credo
- Copper Valley Wireless
- iWireless
- Sprint
- T-Mobile
- Verizon



Andorra













- Andorra Telecom


























Angola














- Unitel















- 25 (1900 MHz)
- 26 (800 MHz)
- 27 (800 MHz)
- 28 (700 APT MHz)
- 29 (700 de MHz)
- 38 (TD 2600)
- 39 (TD 1900)
- 40 (TD 2300)
- 41 (TD 2500)













	Antigua & Barbuda	FLOW
	Aruba	SETAR
	Australia	Optus Telstra Vodafone
	Austria	3 A1 T-Mobile
	Bahrain	Batelco Viva Zain
	Belgium	Base Mobistar Proximus Telenet
	Botswana	Mascom Orange
	Brazil	Claro Nextel Oi TIM Vivo
	Brunei	DST
	Bulgaria	Telenor Bulgaria
	Cambodia	Smart
	Canada	Bell eastlink MTS Rogers (including Fido and Chat-r) SaskTel Tbaytel













		Telus (including Koodo) Videotron
	Cayman Islands	FLOW
	Chile	Claro Entel Movistar VTR
	Colombia	Avantel Claro Colombia ETB Movistar Tigo
	Costa Rica	Claro kölbi Movistar
	Croatia	Hrvatski Telekom
	Cyprus	MTN PrimeTel
	Czech Republic	O2 T-Mobile Vodafone
	Denmark	3 TDC Telenor Telia
	Estonia	Elisa EMT Tele2
	Fiji	Vodafone
	Finland	DNA Elisa (including Saunalahti) Sonera











	France	Bouygues Free NRJ Orange SFR (including La Poste Mobile) Virgin
	Gabon	Airtel
	Georgia	Telia Sonera
	Germany	Deutsche Telekom O2 Vodafone
	Gibraltar	Gibtele
	Greece	Cosmote Vodafone WIND
	Greenland	TELE-POST
	Guam	DOCOMO PACIFIC GTA iConnect
	Guatemala	Movistar Tigo
	Hong Kong	CSL China Mobile Hong Kong 3 SmarTone
	Hungary	Magyar Telekom Telenor Vodafone
	Iceland	Nova Siminn Vodafone

	India	Airtel Vodafone
	Ireland	iD 3 Meteor Vodafone
	Isle of Man	Manx Telecom
	Israel	Cellcom Hot Mobile Orange Hrvatski Telekom Pelephone
	Italy	3 TIM Vodafone
	Japan	DoCoMo KDDI SoftBank
	Jordan	Zain
	Kenya	Safaricom
	Korea	KT SK Telecom LG U+
	Kosovo	Telekom Slovenije
	Kuwait	Viva Zain
	Latvia	LMT Tele2
	Lebanon	Alfa Zain


	Liechtenstein	Salt
	Lithuania	Omnitel Tele2
	Luxembourg	Orange POST Tango
	Macao	China Telecom CTM SmarTone
	Macedonia	T-Mobile
	Malaysia	Celcom DiGi Maxis U Mobile
	Maldives	Dhiraagu Ooredoo
	Malta	Vodafone
	Mauritius	Emtel Orange
	Mexico	Iusacell Movistar Telcel
	Moldova	Moldcell
	Monaco	Monaco Telecom
	Montenegro	Crnogorski Telekom Telenor
	Morocco	Maroc Telecom

		Meditel
	Netherlands	KPN T-Mobile Tele2 Vodafone
	New Caledonia	OPT
	New Zealand	2Degrees Spark Vodafone
	Nicaragua	Movistar
	Norway	NetCom Tele2 Telenor
	Oman	Omantel Ooredoo
	Pakistan	Warid Zong
	Peru	Claro Entel Movistar
	Philippines	Globe Smart
	Poland	Orange Play T-Mobile
	Portugal	MEO NOS Vodafone
	Puerto Rico	Sprint T-Mobile

	Qatar	Ooredoo Vodafone
	Romania	Orange Telekom Romania Vodafone
	Russia	Beeline MegaFon
	Saudi Arabia	Mobily STC Zain
	Serbia	Telekom Srbija Telenor
	Singapore	M1 Singtel StarHub
	Slovakia	Slovak Telekom
	Slovenia	Telekom Slovenia
	South Africa	CellC MTN Vodacom
	Spain	Jazztel Orange Telefonica Vodafone Yoigo
	Sri Lanka	Dialog
	Sweden	3 Tele2 Telenor Telia


		 Switzerland	Salt Sunrise Swisscom
		 Taiwan	APT Chunghwa Telecom FarEasTone Taiwan Mobile Taiwan Star
		 Thailand	AIS dtac TrueMove
		 Turkey	Turk Telekom Turkcell Vodafone
		 United Arab Emirates	du Etisalat
		 Uganda	MTN
		 United Kingdom	3 BT EE O2 (including GiffGaff) Vodafone
		 Uruguay	Antel Claro Movistar
		 Zimbabwe	Econet
iPhone 6s Model A1700	1 (2100 MHz) 2 (1900 MHz) 3 (1800 MHz)	 China	China Mobile China Telecom China Unicom
iPhone 6s Plus Model A1699	4 (AWS) 5 (850 MHz) 7 (2600 MHz) 8 (900 MHz) 12 (700 MHz) 13 (700c MHz)		

- 17 (700b MHz)
- 18 (800 MHz)
- 19 (800 MHz)
- 20 (800 DD)
- 25 (1900 MHz)
- 26 (800 MHz)
- 27 (800 MHz)
- 28 (700 APT MHz)
- 29 (700 de MHz)
- 38 (TD 2600)
- 39 (TD 1900)
- 40 (TD 2300)
- 41 (TD 2500)

iPhone 6s	1 (2100 MHz)	 China	China Mobile
Model A1691	2 (1900 MHz)		
iPhone 6s Plus	3 (1800 MHz)		
	4 (AWS)		
	5 (850 MHz)		
	7 (2600 MHz)		
	8 (900 MHz)		
	12 (700 MHz)		
	13 (700c MHz)		
	17 (700b MHz)		
	18 (800 MHz)		
	19 (800 MHz)		
	20 (800 DD)		
	25 (1900 MHz)		
	26 (800 MHz)		
	27 (800 MHz)		
	28 (700 APT MHz)		
	29 (700 de MHz)		
	38 (TD 2600)		
	39 (TD 1900)		
	40 (TD 2300)		
	41 (TD 2500)		

iPhone 6 and iPhone 6 Plus

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Model Number ²	LTE Band Support ³	Country	Supported LTE Networks
iPhone 6	1 (2100 MHz)	 United States	Aio
Model A1549 (GSM)	2 (1900 MHz)		Alaska Communications
Model A1549 (CDMA)	3 (1800 MHz)		AT&T
iPhone 6 Plus	4 (AWS)		Consumer Cellular
	5 (850 MHz)		Cricket
	7 (2600 MHz)		Family Mobile

Model A1522 (CDMA)

8 (900 MHz)	GCI
13 (700c MHz)	iWireless
17 (700b MHz)	Net 10
18 (800 MHz)	Straight Talk
19 (800 MHz)	T-Mobile
20 (800 DD)	Union Wireless
25 (1900 MHz)	Verizon
26 (800 MHz)	
28 (700 APT MHz)	
29 (700 de MHz)	



Antigua

LIME



Aruba

SETAR



Bahamas

BTC



Bolivia

Tigo



Brazil

Claro
Nextel
Oi
TIM
Vivo



Canada

Bell (including Virgin)
eastlink
MTS
Rogers (including Fido)
SaskTel
Tbaytel
Telus (including Koodo)
Videotron



Cayman Islands

FLOW















Chile

Claro
Entel
Movistar
VTR











Colombia














Avantel
Comcel
ETB
Movistar
Tigo













	Costa Rica	Claro kölbi Movistar
	Dominican Republic	Claro
	Ecuador	Movistar
	Guam	DOCOMO PACIFIC GTA iConnect
	Guatemala	Movistar Tigo
	Honduras	Tigo
	Mexico	Nextel Mexico Telcel Telefonica Mexico
	Nicaragua	Movistar
	Panama	Móvil Movistar
	Peru	Claro Entel Movistar
	Puerto Rico	AT&T Claro Open Mobile T-Mobile
	Uruguay	Antel Claro Movistar















iPhone 6 Model A1586 (GSM)	1 (2100 MHz) 2 (1900 MHz)	 United States	Appalachian Wireless Bluegrass Cellular
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Model A1586 (CDMA)	3 (1800 MHz)	Boost
iPhone 6 Plus	4 (AWS)	C Spire
Model A1524 (GSM)	5 (850 MHz)	Cellcom
Model A1524 (CDMA)	7 (2600 MHz)	Chariton Valley
	8 (900 MHz)	Chat Mobility
	13 (700c MHz)	Defense Mobile
Models A1586 and A1524	17 (700b MHz)	Illinois Valley Cellular
also support LTE networks	18 (800 MHz)	MobileNation
listed for models A1549 and	19 (800 MHz)	Nex-Tech
A1522.	20 (800 DD)	NorthwestCell
	25 (1900 MHz)	nTelos
	26 (800 MHz)	Pioneer Cellular
	28 (700 APT MHz)	PTCI
	29 (700 de MHz)	Sprint
	38 (TD 2600)	STRATA Networks
	39 (TD 1900)	Syringa
	40 (TD 2300)	Thumb Cellular
	41 (TD 2500)	United Wireless
		US Cellular














 Andorra	Andorra Telecom
 Angola	Unitel
 Australia	iiNet Optus (including Virgin) Telstra Vodafone
 Austria	3 T-Mobile
 Bahrain	Batelco VIVA Zain
 Belgium	Base Mobistar Proximus Telenet
 Botswana	Orange
 Brunei	DST












	Bulgaria	Telenor Bulgaria
	Cambodia	Smart
	China	China Mobile China Telecom China Unicom
	Croatia	Hrvatski Telekom
	Cyprus	MTN PrimeTel
	Czech Republic	O2 T-Mobile Vodafone
	Denmark	3 TDC Telenor Telia
	Estonia	Elisa EMT Tele2
	Fiji	Vodafone
	Finland	DNA (including DNAPro) Elisa (including Saunalahti) Sonera
	France	Bouygues Free NRJ Orange SFR (including La Poste Mobile) Virgin
	Gabon	Airtel
	Georgia	Telia Sonera



	Germany	Deutsche Telekom O2 Vodafone
	Gibraltar	Gibtele
	Greece	Cosmote Vodafone WIND
	Greenland	TELE-POST
	Hong Kong	China Mobile Hong Kong CSL 3 SmarTone
	Hungary	Magyar Telekom Telenor Vodafone
	Iceland	Nova Siminn Vodafone
	India	Airtel Vodafone
	Ireland	3 iD Meteor O2 Vodafone
	Isle of Man	Manx Telecom
	Israel	Cellcom Hot Mobile Partner Pelephone
	Italy	3 TIM

	Vodafone
 Japan	KDDI NTT docomo Softbank
 Jordan	Zain
 Kenya	Safaricom
 Korea	KT SK Telecom LG U+
 Kosovo	Telekom Slovenije
 Kuwait	Ooredoo VIVA Zain
 Latvia	LMT Tele2
 Lebanon	Alfa Zain
 Liechtenstein	Orange
 Lithuania	Omnitel Tele2
 Luxembourg	Orange POST Tango
 Macao	SmarTone
 Macedonia	T-Mobile
 Malaysia	Celcom DiGi

		Maxis U Mobile
	Maldives	Dhiraagu Ooredoo
	Malta	Vodafone
	Mauritius	Emtel Orange
	Moldova	Moldcell Orange
	Monaco	Monaco Telecom
	Montenegro	Crnogorski Telekom Telenor
	Morocco	Maroc Telecom Meditel
	Namibia	MTC Telecom Namibia
	Netherlands	KPN T-Mobile Vodafone
	New Caledonia	OPT
	New Zealand	Spark Two Degrees Vodafone
	Norway	NetCom Network Norway Tele2 Telenor
	Oman	Omantel Ooredoo


	Pakistan	Warid Zong
	Philippines	Globe SMART
	Poland	Orange Play T-Mobile
	Portugal	MEO NOS Vodafone
	Puerto Rico	Open Mobile Sprint
	Qatar	Ooredoo Vodafone
	Romania	Orange Telekom Romania Vodafone
	Russia	Beeline MegaFon
	Saudi Arabia	Mobily STC Zain
	Serbia	Telekom Srbija Telenor
	Singapore	M1 SingTel StarHub
	Slovakia	Slovak Telekom
	Slovenia	Telekom Slovenia










	South Africa	Cell C MTN Vodacom
	Spain	Jazztel Orange Telefonica Vodafone Yoigo
	Sri Lanka	Dialog
	Sweden	3 Tele2 Telenor Telia
	Switzerland	Salt Sunrise Swisscom
	Taiwan	APT Chunghwa Telecom FarEasTone Taiwan Mobile Taiwan Star
	Thailand	AIS dtac TrueMove
	Turkey	Turk Telekom Turkcell Vodafone
	United Arab Emirates	du Etisalat
	Uganda	MTN
	United Kingdom	3 BT EE












		iD O2 (including Giffgaff) Vodafone	
		 Zimbabwe	Econet
iPhone 6 Model A1589	1 (2100 MHz) 2 (1900 MHz) 3 (1800 MHz)	 China	China Mobile
iPhone 6 Plus Model A1593	4 (AWS) 5 (850 MHz) 7 (2600 MHz) 8 (900 MHz) 13 (700c MHz) 17 (700b MHz) 18 (800 MHz) 19 (800 MHz) 20 (800 DD) 25 (1900 MHz) 26 (800 MHz) 28 (700 APT MHz) 29 (700 de MHz) 38 (TD 2600) 39 (TD 1900) 40 (TD 2300) 41 (TD 2500)		













iPhone SE













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Model Number ²	LTE Band Support ³	Country	Supported LTE Networks
iPhone SE Model A1662	1 (2100 MHz) 2 (1900 MHz) 3 (1800 MHz) 4 (AWS) 5 (850 MHz) 8 (900 MHz) 12 (700 MHz) 13 (700c MHz) 17 (700b MHz) 18 (800 MHz) 19 (800 MHz) 20 (800 DD) 25 (1900 MHz) 26 (800 MHz) 29 (700 de MHz)	 United States	Appalachian Wireless AT&T Bluegrass Cellular Carolina West Cellcom Chariton Valley Chat Mobility Consumer Cellular Copper Valley Wireless Cricket C Spire Defense Mobile Family Mobile GCI iWireless












			Illinois Valley Cellular Inland Cellular MobileNation Nex-Tech NorthwestCell Panhandle Pioneer Cellular Silver Star STRATA Networks T-Mobile Thumb Cellular Union Wireless United Wireless US Cellular Verizon Vodafone
		 Puerto Rico	AT&T Open Mobile T-Mobile
		 USVI	AT&T
iPhone SE Model A1723 (GSM) Model A1723 (CDMA)	1 (2100 MHz) 2 (1900 MHz) 3 (1800 MHz) 4 (AWS) 5 (850 MHz) 7 (2600 MHz) 8 (900 MHz) 12 (700 MHz) 17 (700b MHz) 18 (800 MHz) 19 (800 MHz) 20 (800 DD) 25 (1900 MHz) 26 (800 MHz) 28 (700 APT MHz) 38 (TD 2600) 39 (TD 1900) 40 (TD 2300) 41 (TD 2500)	 United States	Boost nTelos Sprint
		 Albania	T-Mobile
		 Andorra	Andorra Telecom
		 Aruba	SETAR
		 Australia	Optus Telstra Vodafone
		 Austria	3 A1 T-Mobile
		 Bahrain	Batelco Viva

	Zain
 Belgium	Base Mobistar Proximus Telenet
 Botswana	Mascom Orange
 Brazil	Claro Oi TIM Vivo
 Brunei	DST
 Bulgaria	Telenor Bulgaria
 Cambodia	Smart
 Cameroon	MTN
 Canada	Bell eastlink MTS Rogers SaskTel Tbaytel Telus Videotron
 Cayman Islands	FLOW
 China	China Mobile China Telecom China Unicom
 Colombia	Avantel Claro Colombia ETB Movistar Tigo

	Costa Rica	Claro kölbi Movistar
	Croatia	Hrvatski Telekom
	Cyprus	MTN PrimeTel
	Czech Republic	O2 T-Mobile Vodafone
	Denmark	3 TDC Telenor Telia
	Estonia	Elisa EMT Tele2
	Fiji	Vodafone
	Finland	DNA Elisa Sonera
	France	Bouygues Free NJR Orange SFR (including La Poste Mobile) Virgin
	Gabon	Airtel
	Germany	Deutsche Telekom O2 Vodafone
	Gibraltar	Gibtele

	Greece	Cosmote Vodafone WIND
	Greenland	TELE-POST
	Guam	DOCOMO PACIFIC GTA iConnect
	Guatemala	Movistar Tigo
	Hong Kong	CSL China Mobile Hong Kong 3 SmarTone
	Hungary	Magyar Telekom Telenor Vodafone
	Iceland	Nova Siminn Vodafone
	India	Airtel Vodafone
	Ireland	3 Meteor Vodafone
	Isle of Man	Manx Telecom
	Israel	CellCom Hot Mobile Orange Peleton
	Italy	3 TIM Vodafone

	Japan	DoCoMo KDDI SoftBank
	Jordan	Zain
	Kenya	Safaricom
	Korea	KT SK Telecom LG U+
	Kosovo	Telekom Slovenije
	Kuwait	Ooredoo Viva Zain
	Latvia	LMT Tele2
	Lebanon	Alfa Zain
	Liechtenstein	Salt
	Lithuania	Tele2 TeliaSonera
	Luxembourg	Orange POST Tango
	Macao	China Telecom CTM SmarTone
	Macedonia	T-Mobile
	Malaysia	Celcom

		DiGi Maxis
	Maldives	Dhiraggu Ooredoo
	Malta	Vodafone
	Mauritius	Emtel Orange
	Mexico	Iusacell Movistar Telcel
	Monaco	Monaco Telecom
	Montenegro	Crnogorski Telekom Telenor
	Morocco	Meditel
	Namibia	MTC Telecom Namibia
	Netherlands	KPN T-Mobile Vodafone
	New Caledonia	OPT
	New Zealand	2Degree Spark Vodafone
	Norway	Telenor Telia
	Oman	Omantel Ooredoo




























	Pakistan	Warid Zong
	Peru	Claro Entel Movistar
	Philippines	Globe SMART
	Poland	Orange Play T-Mobile
	Portugal	MEO NOS Vodafone
	Puerto Rico	Claro
	Qatar	Ooredoo Vodafone
	Romania	Orange Telekom Romania Vodafone
	Russia	Beeline MegaFon
	Saudi Arabia	Mobily STC Zain
	Serbia	Telekom Srbija Telenor
	Singapore	M1 SingTel Starhub
	Slovakia	Slovak Telekom


Exhibit 16














	Slovenia	Telekom Slovenia
	South Africa	CellC MTN Vodacom
	Spain	Orange Telefonica Vodafone Yoigo
	Sweden	3 Tele2 Telenor Telia
	Switzerland	Salt Sunrise Swisscom
	Taiwan	APT Chunghwa Telecom FarEasTone Taiwan Mobile Taiwan Star
	Thailand	AIS dtac TrueMove
	Turkey	Turk Telekom Turkcell Vodafone
	United Arab Emirates	du Etisalat
	Uganda	MTN
	United Kingdom	3 BT EE O2 (including GiffGaff)









		Vodafone	
		 Uruguay	Antel Claro Movistar
		 Zimbabwe	Econet
iPhone SE Model A1724	1 (2100 MHz) 2 (1900 MHz) 3 (1800 MHz) 4 (AWS) 5 (850 MHz) 7 (2600 MHz) 8 (900 MHz) 12 (700 MHz) 17 (700b MHz) 18 (800 MHz) 19 (800 MHz) 20 (800 DD) 25 (1900 MHz) 26 (800 MHz) 28 (700 APT MHz) 38 (TD 2600) 39 (TD 1900) 40 (TD 2300) 41 (TD 2500)	 China	China Mobile













iPhone 5c and iPhone 5s













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Model Number ²	LTE Band Support ³	Country	Supported LTE Networks
iPhone 5c Model A1532 (GSM) Model A1532 (CDMA)	1 (2100 MHz) 2 (1900 MHz) 3 (1800 MHz) 4 (AWS)	 United States	Aio Alaska Communications AT&T Consumer Cellular Family Mobile GCI Illinois Valley Cellular iWireless Net 10 Straight Talk T-Mobile Union Wireless Verizon
iPhone 5s Model A1533 (GSM) Model A1533 (CDMA)	5 (850 MHz) 8 (900 MHz) 13 (700c MHz) 17 (700b MHz) 19 (800 MHz) 20 (800 DD) 25 (1900 MHz)		














	Antigua	LIME
	Aruba	SETAR
	Bahamas	BTC
	Bolivia	Tigo
	Canada	Bell (including Virgin) eastlink MTS Rogers (including Fido) SaskTel Tbaytel Telus (including Koodo) Videotron
	Cayman Islands	FLOW
	Colombia	Avantel Comcel ETB Movistar Tigo
	Ecuador	Movistar
	Fiji	Vodafone
	Guam	DOCOMO PACIFIC GTA iConnect
	Guatemala	Movistar Tigo
	Honduras	Tigo
	Mexico	Nextel Mexico Telcel Telefonica Mexico













				Morocco	Maroc Telecom Meditel
				Nicaragua	Movistar
				Panama	Móvil Movistar
				Peru	Claro Entel Movistar
				Puerto Rico	AT&T Claro T-Mobile
				Uruguay	Antel Claro Movistar
iPhone 5c Model A1456	1 (2100 MHz)		United States	Appalachian Wireless	
iPhone 5s Model A1453	2 (1900 MHz)			Bluegrass Cellular	
	3 (1800 MHz)			Boost Mobile	
	4 (AWS)			C Spire	
	5 (850 MHz)			Cbeyond	
	8 (900 MHz)			Cellcom	
	13 (700c MHz)			Chariton Valley	
	17 (700b MHz)			Chat Mobility	
	18 (800 MHz)			CREDO	
	19 (800 MHz)			MobileNation	
	20 (800 DD)			Nex-Tech	
	25 (1900 MHz)			NorthwestCell	
26 (800 MHz)	nTelos				
				Pioneer Cellular	
				PTCI	
				Sprint	
				Syringa	
				STRATA Networks	
				Thumb Cellular	
				United Wireless	
				US Cellular	
				Virgin Mobile	
				Japan	KDDI













			NTT docomo Softbank
		 Puerto Rico	Open Mobile Sprint
iPhone 5c Model A1507	1 (2100 MHz) 2 (1900 MHz) 3 (1800 MHz)	 Andorra	Andorra Telecom
iPhone 5s Model A1457	5 (850 MHz) 7 (2600 MHz) 8 (900 MHz) 20 (800 DD)	 Angola	Unitel
		 Austria	3 T-Mobile
		 Bahrain	Batelco VIVA Zain
		 Belgium	Base Mobistar Proximus Telenet
		 Botswana	Orange
		 Brazil	Claro Nextel Oi TIM Vivo
		 Bulgaria	Telenor Bulgaria
		 Chile	Claro Entel Movistar
		 Colombia	Claro
		 Costa Rica	Claro kölbi Movistar













	Croatia	Hrvatski Telekom
	Cyprus	MTN PrimeTel
	Czech Republic	O2 T-Mobile Vodafone
	Denmark	3 TDC Telenor Telia
	Dominican Republic	Claro
	Estonia	Elisa EMT Tele2
	Finland	DNA Elisa (including Saunalahti) Sonera
	France	Bouygues Free NRJ Orange SFR (La Poste Mobile) Virgin
	Gabon	Airtel
	Georgia	Telia Sonera
	Germany	Debitel Deutsche Telekom O2 Vodafone
	Gibraltar	Gibtele

	Greece	Cosmote Vodafone WIND
	Greenland	Tele Greenland
	Hungary	Magyar Telekom Telenor Vodafone
	Iceland	Nova Siminn Vodafone
	India	Airtel Vodafone
	Ireland	3 iD Meteor O2 Vodafone
	Isle of Man	Manx Telecom
	Israel	Cellcom Hot Mobile Partner Pelephone
	Italy	3 TIM Vodafone
	Jordan	Zain
	Kenya	Safaricom
	Kosovo	Telekom Slovenije
	Kuwait	Ooredoo VIVA

		Zain
	Latvia	LMT Tele2
	Liechtenstein	Orange
	Lithuania	Omnitel Tele2
	Luxembourg	Orange POST Tango
	Macedonia	T-Mobile
	Malta	Vodafone
	Mauritius	Emtel Orange
	Moldova	Moldcell Orange
	Montenegro	Crnogorski Telekom Telenor
	Morocco	Maroc Telecom
	Namibia	MTC Telecom Namibia
	Netherlands	KPN T-Mobile Vodafone
	Norway	NetCom Network Norway Telenor Tele2

	Oman	Omantel Ooredoo
	Poland	Orange Play T-Mobile
	Portugal	MEO NOS Vodafone
	Qatar	Ooredoo Vodafone
	Romania	Orange Telekom Romania Vodafone
	Russia	Beeline MegaFon
	Saudi Arabia	Mobily STC Zain
	Serbia	Telekom Srbija Telenor
	Slovakia	Slovak Telekom
	Slovenia	Telekom Slovenia
	Spain	Jazztel Orange Telefonica Vodafone Yoigo
	Sweden	3 TDC Tele2 Telenor Telia

		 Switzerland	Salt Sunrise Swisscom
		 Turkey	Turk Telekom Turkcell Vodafone
		 United Arab Emirates	du Etisalat
		 Uganda	MTN
		 United Kingdom	3 BT EE Giffgaff iD O2 Vodafone
		 Zimbabwe	Econet
iPhone 5c Model A1529	1 (2100 MHz) 2 (1900 MHz) 3 (1800 MHz)	 Australia	iiNet Optus (including Virgin) Telstra Vodafone
iPhone 5s Model A1530	5 (850 MHz) 7 (2600 MHz) 8 (900 MHz) 20 (800 DD) 38 (TD 2600) 39 (TD 1900) 40 (TD 2300)	 Brunei	DST
		 Cambodia	Smart
		 China	China Mobile China Unicom
		 Hong Kong	China Mobile Hong Kong CSL 3 SmarTone
		 Korea	KT

		SK Telecom
	Macao	SmarTone
	Malaysia	Celcom DiGi Maxis U Mobile
	Maldives	Dhiraagu Ooredoo
	New Caledonia	OPT
	New Zealand	Spark Two Degrees Vodafone
	Pakistan	Warid Zong
	Philippines	Globe SMART
	Singapore	M1 SingTel StarHub
	South Africa	CellC MTN Vodacom
	Sri Lanka	Dialog
	Taiwan	APT Chunghwa Telecom FarEasTone Taiwan Mobile Taiwan Star
	Thailand	AIS dtac TrueMove

iPhone 5c	1 (2100 MHz)		China	China Mobile
Model A1516	2 (1900 MHz)			
	3 (1800 MHz)			
iPhone 5s	5 (850 MHz)			
Model A1518	7 (2600 MHz)			
	8 (900 MHz)			
	20 (800 DD)			
	38 (TD 2600)			
	39 (TD 1900)			
	40 (TD 2300)			

1. These carriers have certified their LTE network on iPhone to meet basic standards. Carriers not listed may also offer LTE for iPhone. Data roaming depends on supported bands and carrier policies. LTE roaming may not be available. Contact your carrier for more details. LTE may be referred to as “4G LTE” or “4G” in some countries.
2. To identify your iPhone model number, see <http://support.apple.com/kb/HT3939>. Unlocked iPhone models may support LTE networks outside the country of purchase when using a valid SIM from a supported carrier. Contact your carrier for more details.
3. LTE band support is based on iPhone model number and configuration for either CDMA or GSM networks. LTE wireless service may not be available even if listed bands are supported by your carrier.

Some features may not be available for all countries or all areas. [Click here to see complete list.](#)

☐ iPhone ☐ LTE

Shop and Learn

Mac
iPad
iPhone
Watch
TV
Music
iTunes
iPod
Accessories
Gift Cards

Apple Store

Find a Store
Genius Bar
Workshops and Learning
Youth Programs
Apple Store App
Refurbished
Financing
Reuse and Recycling
Order Status
Shopping Help

For Education

Apple and Education
Shop for College

For Business

Apple and Business
Shop for Business

Account

Manage Your Apple ID
Apple Store Account
iCloud.com

Apple Values

Accessibility
Education
Environment
Inclusion and Diversity
Privacy
Supplier Responsibility

About Apple

Apple Info
Newsroom
Job Opportunities
Press Info
Investors
Events
Contact Apple

More ways to shop: Visit an [Apple Store](#), call 1-800-MY-APPLE, or [find a reseller](#).

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

Alex Nguyen,

Complainant,

v.

Cellco Partnership d/b/a Verizon Wireless,

Defendant.

Proceeding Number 16-242
Bureau ID Number EB-16-MD-003

VERIZON'S INFORMATION DESIGNATION

Pursuant to 47 C.F.R. § 1.724(f) of the Commission's rules, Cellco Partnership d/b/a Verizon Wireless ("Verizon") hereby submits this Information Designation in connection with the above-captioned matter.

I. PERSONS WITH KNOWLEDGE – 47 C.F.R. § 1.721(f)(1)

1. Name: Vijay K. Paulrajan
Address: Verizon, One Verizon Way, Basking Ridge, NJ 07920
Position: Director, Product Management and Development
Description of facts with this person's knowledge: Verizon Wireless device requirements and product compliance.
2. Name: Jack VanderClock
Address: Verizon, One Verizon Way, Basking Ridge, NJ 07920
Position: Senior Manager, Product Management and Development
Description of facts with this person's knowledge: Verizon Wireless device requirements and product compliance.
3. Name: Christopher Schmidt
Address: Verizon, One Verizon Way, Basking Ridge, NJ 07920
Position: Executive Director of Technology
Description of facts within this person's knowledge: Information regarding devices that operate on Verizon's network and any associated technical requirements.
4. Name: Samir Vaidya
Address: Verizon, One Verizon Way, Basking Ridge, NJ 07920

- Position: Executive Director of Technology
Description of facts within this person's knowledge: Information regarding devices that operate on Verizon's network and any associated technical requirements.
5. Name: David B. Murray
Address: Verizon, One Verizon Way, Basking Ridge, NJ 07920
Position: Associate Director, Technology
Description of facts within this person's knowledge: Information regarding devices that operate on Verizon's network and any associated technical requirements.
6. Name: Louis F. Ambio
Address: Verizon, One Verizon Way, Basking Ridge, NJ 07920
Position: Executive Director, Marketing
Description of facts within this person's knowledge: Information regarding Verizon Wireless pricing plans, fees, discounts and promotions.
7. Name: Brett Friedman
Address: Verizon, One Verizon Way, Basking Ridge, NJ 07920
Position: Senior Manager, Marketing
Description of facts within this person's knowledge: Information regarding services that Verizon Wireless sells to its postpaid and prepaid customers and the process in which customers can bring devices for use on the Verizon Wireless Network.
8. Name: Anthony Dennis
Address: Verizon, One Verizon Way, Basking Ridge, NJ 07920
Position: Executive Director, Retail Devices
Description of facts within this person's knowledge: Application preloads on devices Verizon sells through its retail channel
9. Name: Paul Andresen
Address: Verizon, One Verizon Way, Basking Ridge, NJ 07920
Position: Senior Manager, Marketing Operations
Description of facts within this person's knowledge: The open development process through which third party devices can be certified for use on Verizon's network

II. DESCRIPTION OF DOCUMENTS, DATA COMPIATION, AND TANGIBLE THINGS IN THE DEFENDAN'TS POSSESSION, CUSTODY, OR CONTROL – 47 C.F.R. § 1.724(f)(2)

In addition to any relevant materials cited in or attached to Mr. Nguyen's formal complaint, attached to this document is a chart showing documents, data compilations, and tangible things in Verizon's possession, custody, or control that have relevance to the facts alleged in the Complaint.

III. DESCRIPTION OF MANNER OF IDENTIFICATION OF PERSONS WITH KNOWLEDGE AND RELEVANT DOCUMENTS, DATA COMPIATION AND TANGIBLE THINGS – 47 C.F.R. § 1.724(f)(3)

Pursuant to 47 C.F.R. § 1.724(f)(3), Verizon states that it prepared this information designation in response to the Formal Complaint (“Complaint”) filed by Alex Nguyen and Verizon’s investigation of the facts alleged in that Complaint. Verizon identified persons with potentially relevant information and designated documents, data compilations, and tangible things as being relevant to this dispute as described below.

Following receipt of the Complaint and review of the allegations contained therein, counsel for Verizon – including the undersigned and Jerome Karnick, Verizon Wireless Vice President and Deputy General Counsel – identified and contacted the subject-matter experts within the relevant areas of the company thought potentially to have knowledge of the issues raised by and facts relevant to the Complaint. In the course of contacting those persons, additional people were identified. In connection with that process, counsel requested – or these individuals identified – documents in their possession relevant to the facts alleged in the Complaint.

Respectfully submitted,

/s/ David L. Haga
Christopher M. Miller
David L. Haga
1320 N. Courthouse Road, 9th Floor
Arlington, VA 22201
703-351-3065

Attorneys for Verizon

Sept. 22, 2016

DATE	AUTHOR OR OTHER SOURCE/RECIPIENT	PHYSICAL LOCATION	DESCRIPTION OF RELEVANCE
Sept. 19, 2016	Verizon	Attached as to Answer as Exhibit A	Declaration of Louis F. Ambio
Sept. 21, 2016	Verizon	Attached to Answer as Exhibit B	Declaration of Paul Andresen
Sept. 21, 2016	Verizon	Attached to Answer as Exhibit C	Declaration of Anthony Dennis
Sept. 19, 2016	Verizon	Attached to Answer as Exhibit D	Declaration of Brett Friedman
Sept. 20, 2016	Verizon	Attached to Answer as Exhibit E	Declaration of Vijay K. Paulrajan
Sept. 22, 2016	Verizon	Attached to Answer as Exhibit F	Declaration of Christopher Schmidt
Sept. 22, 2016	Verizon	Attached to Answer as Exhibit G	Declaration of Samir Vaidya
June 11, 2015	Verizon, Sharon Bowers, Complainant	Attached to Answer as Exhibit 1	Response from Verizon to informal complaint Serve Ticket # 300766
July 27, 2015	Nicole R., Verizon; Sharon Bowers; Complainant	Attached to Answer as Exhibit 2	Response from Verizon to supplemental informal complaint Serve Ticket # 300766
Nov. 26, 2007	Verizon	Attached to Answer as Exhibit 3	Verizon's Open Development initiative
Dec. 5, 2011	Jeffrey Nelson	Attached to Answer as Exhibit 4	Statement from Verizon that it does not block applications
Nov. 29, 2012	Idalia Charles, Verizon, FCC, Complainant	Attached to Answer as Exhibit 5	Verizon response to informal complaint 12-C00435438-1
Nov. 7, 2013	William H. Johnson, Verizon, Robert H. Ratcliff, FCC, Jeff Jarvis, Complainant	Attached to Answer as Exhibit 6	Verizon's response to informal complaint regarding Nexus 7

Website last visited Sept. 20, 2016	Verizon	Attached to Answer as Exhibit 7	Apple iPhone
Website last visited Sept. 20, 2016	Verizon	Attached to Answer as Exhibit 8	Availability of Complainant to download ringtones
Feb. 10, 2014	Verizon	Attached to Answer as Exhibit 9	Nexus 7 availability on Verizon Network
Mar. 11, 2015	Verizon	Attached to Answer as Exhibit 10	Nexus 6 availability on Verizon Network
Website last visited Sept. 20, 2016	Verizon	Attached to Answer as Exhibit 11	Verizon's Open Network Certification FAQ
Website last visited Sept. 20, 2016	Verizon	Attached to Answer as Exhibit 12	Verizon's Bring Your Own Device
Website last visited Sept. 20, 2016	Verizon	Attached to Answer as Exhibit 13	4G SIM Activation
Jan. 18, 2016	David Haga, Verizon, Alex Nguyen, Complainant	Attached to Answer as Exhibit 14	Verizon response to notification of intent to file Formal Complaint
Website last visited Sept. 21, 2016	Verizon	Attached to Answer as Exhibit 15	Verizon Legal Notice regarding Motorola