

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO**

Docket No. 15A-0066T

IN THE MATTER OF THE APPLICATION OF AMERIMEX COMMUNICATIONS CORP.,
D/B/A SAFETYNET WIRELESS FOR DESIGNATION AS AN ELIGIBLE
TELECOMMUNICATIONS CARRIER IN THE STATE OF COLORADO

AMENDED STIPULATION AND SETTLEMENT AGREEMENT

AmeriMex Communications Corp., dba SafetyNet Wireless (“AmeriMex” or the “Company”) and Trial Staff of the Public Utilities Commission of the State of Colorado (“Staff”) (collectively the “Stipulating Parties” or the “Parties”), enter into this Amended Stipulation and Settlement Agreement (“Stipulation”) regarding the Application filed by AmeriMex Communications in the instant proceeding. The Parties submit this Stipulation for approval by the Colorado Public Utilities Commission (the “Commission” or the “PUC”) pursuant to the Commission’s Rules of Practice and Procedure, 4 CCR 723-1-1407 and 1408.

PRELIMINARY STATEMENT

1. On May 8, 1997, the Federal Communications Commission (“FCC”) issued its Universal Service Report and Order, 12 FCC Rcd 8776 (1997) (“Universal Service Order”) implementing the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Federal Act”). The Federal Communications Commission (“FCC”) provided further guidance on Eligible Telecommunications Carrier (“ETC”) designation in its ETC Report and Order issued March 17, 2005, Federal-State Joint Board on Universal Service, Report and Order, 20 FCC Rcd 6371, 6384 (2005).

2. The Universal Service Order provides that where states certify ETCs, such as in Colorado, only ETCs designated by a state public utilities commission (“State Commission”) shall receive federal universal service support. Under 47 U.S.C. § 214(e), a State Commission shall, upon its own motion or upon request, designate a common carrier that meets the requirements set forth by the FCC as an ETC for a service area designated by the State Commission. The FCC defines a service area as a geographic area established by a State Commission for the purpose of determining universal service obligations and support mechanisms.

3. To be designated as a federal ETC under the Federal Act, a carrier must: (1) be a common carrier; (2) demonstrate an intent and ability to provision the supported services set forth in 47 C.F.R. § 54.101(a) throughout its designated service areas; and (3) demonstrate an intent and ability to advertise its universal service offerings and the charges therefor, using media of general distribution. 47 U.S.C. § 214(e); Universal Service Order, 12 FCC Rcd at 8791.

4. The FCC’s supported services as set forth in 47 C.F.R. § 54.101(a), which were revised on December 23, 2011 are:

- a. voice grade access to the public switched telephone network or its functional equivalent;
- b. minutes of use for local service without additional charge to the end user;
- c. access to emergency services; and
- d. toll limitation for qualifying low-income consumers.

5. On February 6, 2012, the FCC issued a Report and Order and Further Notice of Proposed Rulemaking, (“*Lifeline Reform Order*”)¹ which issued a blanket forbearance from the

¹ See *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket 12-23, *Report and Order and Further Notice of Proposed Rulemaking*, FCC 12-11 (rel. Feb. 6, 2012) (“*Lifeline Reform Order*”).

facilities-based requirement to all carriers that were seeking limited ETC designation for the purpose of offering Lifeline service only.² Lifeline-only ETCs are now subject to the following conditions:

- a. provide Lifeline subscribers with 911/E911 access, regardless of activation status and availability of minutes;
- b. provide E911-compliant handsets and replace noncompliant handsets at no additional charge; and
- c. file a compliance plan with the FCC for approval that includes the procedures to enroll a subscriber in Lifeline service and for reimbursement for that subscriber, sample marketing materials, materials on initial and ongoing certification, how the carrier will offer service, the geographic areas in which it will offer service, and a detailed description of its Lifeline service plans including the rates, number of minutes and types of plans available to Lifeline customers.

6. In addition, the *Lifeline Reform Order* eliminated Link-Up support for all ETCs serving non-Tribal lands.

7. The *Lifeline Reform Order* further requires that a carrier seeking ETC designation for the purpose of offering Lifeline-only, must demonstrate its technical and financial capacity to provide the supported services.³

8. This Commission has adopted its own rules for implementing 47 U.S.C. Section 214(e)(1)-(2) of the Federal Act which appear at 4 CCR 723-2-2180 through 2191, which rules are consistent with Section 214(e) and the FCC's Rules.

9. On January 30, 2015, AmeriMex filed an Application (“Application”) seeking designation as an ETC for the limited purpose of receiving universal service support for low-income customers in Colorado in Proceeding Number 15A-0066T. AmeriMex sought ETC designation for the limited purpose of offering Lifeline service to consumers who reside in the geographic service area where its underlying carriers, Sprint, Verizon and T-Mobile, provide

² *Id.* at ¶ 496

³ *Id.* at ¶ 245

coverage in the State of Colorado. A list of the exchanges in which AmeriMex is seeking ETC status in Colorado is shown on Exhibit A to AmeriMex's Application.

10. The Parties engaged in settlement discussions regarding issues raised by AmeriMex's Application.

11. The Parties have now reached agreement on all the issues that were, or could have been raised in this proceeding, as set forth herein. This Stipulation as amended and filed is entered into for the purpose of avoiding the costs and risks of litigation. The Parties agree this Stipulation shall only bind the parties hereto and shall not legally bind the Parties with respect to other applications and proceedings before the Commission other than a subsequent proceeding to enforce the terms of this Stipulation.

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I. General Provisions

1. AmeriMex is a beneficial user of the Sprint, Verizon and T-Mobile wireless networks.

2. Exhibit 1 hereto is a list of the exchanges in which AmeriMex will offer Lifeline service throughout each entire exchange and in which the Parties agree AmeriMex should be granted ETC status in Colorado.

3. AmeriMex will advertise the availability of the supported services throughout its designated service areas using media of general distribution pursuant to 47 U.S.C. § 214(3)(1)(B) in a manner that is designed to reach those likely to qualify for such services. AmeriMex intends to use media such as the Internet, direct mail, television and radio spot advertising, as well as print advertising in the form of signs, flyers and brochures at retail locations notifying customers of the availability of AmeriMex Lifeline service. In light of these obligations and the fact that AmeriMex does not maintain or produce a White Pages directory, the Parties agree that AmeriMex is requesting and should be granted a permanent waiver of the portion of 4 CCR 723-2-2187(d)(VII) (“Rule 2187”) regarding the placing of consumer guide pages in the “White Pages” directory within the ETC service area as requested by AmeriMex.

4. AmeriMex seeks ETC designation for the limited purpose of providing universal service low-income Lifeline service in Colorado. AmeriMex is neither seeking Federal universal service high-cost support (“USF”) nor funds through the Colorado high cost support mechanism (“CHCSM”) in its service area.

5. Because AmeriMex does not seek high cost USF or CHCSM support, the Parties agree that it would be in the public interest and consistent with the *Lifeline Reform*

*Order*⁴ for AmeriMex to be granted a full waiver of Rule 2187(f)(II)(F), (G), (H), and (K) through (N), which would otherwise require the submission of detailed information about network expansion plans paid for by high cost funds in areas where AmeriMex has been designated an ETC, a Colorado-specific trial balance, and a build-out plan showing AmeriMex's intended use of high cost funds. As to duration, the Parties request that this waiver be in effect until either (1) AmeriMex provides services solely on its own network, (2) this Commission modifies Rule 2187(f)(II)(F), (G), (H), and (K) through (M), or (3) the FCC modifies its blanket forbearance of the "own facilities" requirement. The Parties also agree that the waiver of the Colorado-specific trial balance requirement in Rule 2187(f) (II)(N) should be permanent. Finally, for the reasons noted above, the Parties agree that a full waiver of Rule 2187(d)(XIII) regarding a build-out plan for universal service is warranted and should be permanently granted.

6. The Parties agree that the Commission should grant AmeriMex a waiver of Rule 2187(f)(II)(A) given that the recent changes to the Lifeline program eliminated the reporting of unfulfilled requests.

7. AmeriMex requests partial waiver of Rule 2187(f)(II)(O) that requires affidavit language concerning receipt of high cost support. Because AmeriMex is not seeking high cost support from the USF or CHCSM support, the Parties agree that it would be in the public interest and consistent with the *Lifeline Reform Order* reporting requirements to not require AmeriMex to attest that it is aware of the purposes of High Cost Support and is in compliance with 47 U.S.C. § 254(e) and will not receive any such support. The Parties agree the

⁴ The *FCC 12-11 Lifeline Order* streamlined the reporting requirements for ETCs designated by the FCC and an ETC applicant is no longer required to submit a five-year network improvement plan.

Commission should grant this partial waiver and that AmeriMex will submit an affidavit attesting that all required information provided in its annual filing is true and correct.

8. AmeriMex should also be granted full waiver of Rule 2187(d)(III) that requires a proposed ETC to describe in its application the service area in which the Applicant seeks designation as an ETC by metes and bounds. As to duration, the Parties request that this waiver be for the filing of this Application only since the metes and bounds description is information to be included in an application when filed. The physical networks of Sprint, Verizon and T-Mobile do not precisely correlate with a metes and bounds description as required by Rule 2187(d)(III). However, the list of the exchanges in Colorado where AmeriMex has shown an intent and ability to offer the supported services once designated as an ETC throughout the service area is set forth in Exhibit 1.

9. AmeriMex's Lifeline program furthers the statutory goal that basic service be available and affordable to all citizens of the state of Colorado.

10. AmeriMex's Lifeline product offering provides an additional choice of another provider offering Lifeline service for low-income consumers, which is a significant benefit for those consumers and is in the public interest.

11. The Parties stipulate and agree that AmeriMex has shown good cause, that its Lifeline Basic Universal Service ("LBUS") offering as described in Amended Exhibit 3 meets all applicable state and federal requirements, that AmeriMex's ETC designation for Colorado low-income universal service purposes will serve the public interest, convenience and necessity, that AmeriMex does not receive high cost USF support in Colorado, AmeriMex's advertising adequately informs potential customers of the availability of AmeriMex's Lifeline

service throughout its proposed ETC service area, and that the Commission should grant AmeriMex's request for waivers contained herein.

II. Federal ETC Designation for the Limited Purpose of Offering Lifeline

1. AmeriMex is a commercial mobile radio service ("CMRS") provider, and a common carrier as defined by 47 U.S.C. § 153(10) and 47 C.F.R. § 20.9(a)(7).

2. AmeriMex is designated as an ETC provider in the following states: California, Georgia, Kentucky, Michigan, Pennsylvania and Wisconsin.

3. AmeriMex has not been the subject of any enforcement action at the FCC or in any state. No ETC designations held by AmeriMex have been rescinded, revoked, or terminated by the FCC or by any state regulatory agency. AmeriMex has operated in the United States since 1998 and has significant experience in providing high-quality telecommunications services. It obtains the majority of its revenue from selling wireline, wireless, internet, and data services. AmeriMex will not need to rely exclusively on federal USF support and will not need, and does not seek, Colorado high cost funds to provide the proposed wireless services.

4. AmeriMex provides each of the supported services set forth in 47 C.F.R. § 54.101(a), as amended, by the *Lifeline Reform Order*,⁵ and has shown an intent and ability to offer those services once designated an ETC throughout the areas set forth on Exhibit 1 of this Stipulation.

5. AmeriMex will offer two (1) LBUS Plans to eligible Lifeline customers as described in Amended Exhibit 3. The Parties have agreed that any other Lifeline plans discussed in AmeriMex's FCC Compliance Plan or AmeriMex's other filings with the FCC, or as described in AmeriMex's Application in this proceeding on pages 3 and 4 will not be offered in

⁵ Effective April 2, 2012, published on March 2, 2012, in the Federal Register at 77 Federal Register 12952.

Colorado. AmeriMex will not advertise or offer in Colorado any Lifeline plans with fewer than 250 free minutes per month in Colorado. AmeriMex will not seek the Tribal lands support amount, as defined in 47 C.F.R. § 54.403(a)(2), for Tribal subscribers. AmeriMex LBUS Plans described in Amended Exhibit 3 comply with Rule 2187(d)(XII) as AmeriMex offers the Lifeline subscriber at least one plan with at least 900 minutes of use per month. AmeriMex's Lifeline plans are consistent with other previously designated ETC Lifeline-only carriers in Colorado. AmeriMex's LBUS Plans are available for enrollment via AmeriMex Wireless website www.SafetyNetWireless.com or through AmeriMex's Customer Service department.

6. It is understood that AmeriMex, as a prepaid provider, will not be required to obtain or retain social security numbers of customers. However, in compliance with *Lifeline Reform Order*, AmeriMex will obtain and retain the last four digits of the social security number of its customers.

7. AmeriMex's LBUS Plans are not offered on a distance sensitive basis and there is no additional charge for toll minutes of use. As such, toll limitation is not a concern because of the prepaid nature of these Lifeline plans. Prepaid offerings, by their very construct, act as a toll limitation mechanism; therefore, AmeriMex will not seek reimbursement for toll limitation.

8. The *Lifeline Reform Order* further requires each applicant seeking ETC designation to submit to the FCC for approval a compliance plan that contains the information as outlined in Section 5.c of the Preliminary Statement above.

9. On December 26, 2012, the Compliance Plan submitted by AmeriMex was approved by the FCC in Order DA 12-2063. The Compliance Plan details the verification, certification, and other anti-fraud measures AmeriMex will take to comply with the state and

federal requirements and to ensure that Lifeline support is provided only to consumers who are truly eligible. Since it has been found to meet all of the FCC's aforementioned criteria, AmeriMex is entitled to the FCC's blanket forbearance from the "own facilities" requirement. AmeriMex's approved Compliance Plan and the public notice evincing its approval are attached to this Stipulation as Exhibit 4.

10. The Parties stipulate and agree that with the incorporation of the agreed upon terms and conditions in Amended Exhibits 2 and 3, designating AmeriMex as an ETC in the study areas and wire centers set forth in Exhibit 1 serves the public interest, convenience and necessity, as required by 47 U.S.C. § 214(e)(2) and §§ 40-15-101, 40-15-501, and 40-15-502, C.R.S. The Parties further stipulate and agree that the areas and wire centers shown in Exhibit 1 should be approved as AmeriMex's designated service area and that AmeriMex shall use a Lifeline Certification Form substantially similar to that which is attached as set forth in Exhibit 4 to AmeriMex's approved Compliance Plan (attached hereto as Exhibit 4) unless a different form is required by the FCC or this Commission in the future.

11. AmeriMex has entered into this Stipulation with Staff to settle this matter. The Parties have agreed to the LBUS Plans as described in Amended Exhibit 3. Nothing in this Stipulation shall prohibit AmeriMex the flexibility to offer new service plans to eligible consumers or to permit eligible consumers to apply their Lifeline discount to bundled service plans or plan containing optional call features. In the event AmeriMex offers new expanded service plans or bundled service plans in the future, the Parties agree these plans will be considered "Lifeline" plans subject to the terms of this Stipulation. Further, the Parties stipulate and agree that AmeriMex shall provide its LBUS Plans and any future Lifeline

plans pursuant to this Stipulation (including exhibits with the same content and format as

Exhibits 1 and 4 and Amended Exhibits 2 and 3). The following requirements shall apply:

A. If AmeriMex desires to (1) modify its existing LBUS Plans, (2) add a two new Lifeline plans, (3) modify a Lifeline Plan, (4) modify its Colorado Specific Terms and Conditions, or (5) modify its Operating Procedures (attached as Amended Exhibit 2), (each, a “Modification”), then AmeriMex shall first provide Staff thirty (30) days advance written notice of the proposed Modification. If none of the Parties objects within the thirty (30) day notice period (the “Notice Period”), then AmeriMex’s proposed Modification will go into effect upon the expiration of the Notice Period. However, if Staff objects in writing to the proposed Modification and indicates to AmeriMex during the Notice Period that the Modification may be contrary to the public interest or disadvantageous to subscribers, then AmeriMex shall file an application with the Commission and obtain the Commission’s approval before implementing the proposed Modification. AmeriMex shall also maintain Colorado-specific information on its Terms and Conditions page on its website that will provide interested persons with notice of any proposed modifications to its LBUS Plans or any additional Lifeline plan offered to eligible subscribers.

B. If AmeriMex has failed to comply with paragraph A above and has implemented a Modification to the LBUS Plans or any additional Lifeline plans without following the procedures described above, then upon appropriate pleading, or upon its own motion, the Commission may investigate any unnoticed or unauthorized change to AmeriMex’s LBUS or Lifeline Plan Description, Terms and Conditions, and Operating Procedures. In any such investigation, AmeriMex agrees to respond to requests for information from the Commission Staff. However, nothing in this Stipulation shall be construed as a waiver of any rights AmeriMex may have to object to such requests for information, seek to limit disclosure of privileged information, or seek to declare information as confidential. After notice to AmeriMex and a subsequent investigation, the Commission may find that a change is not consistent with AmeriMex’s ETC status or results in a universal service Lifeline offering that is not eligible for universal service Lifeline funding. If AmeriMex does not thereafter make such changes as are necessary to bring its Lifeline offering into compliance with such requirements, AmeriMex understand the Commission may revoke AmeriMex’s ETC status.

C. The Parties agree that the Commission has authority to enforce compliance with this Stipulation pursuant to its terms and pursuant to Rule 2187 and, consistent with this Paragraph, may exercise its audit powers derived from Section 40-15-107, C.R.S., with respect to the LBUS Plans or the AmeriMex ETC status. Consistent with this authority, for changes to any additional Lifeline plans or implementation of new Lifeline plans, other than the LBUS Plans, Staff may investigate and obtain any necessary data through the Commission’s audit powers once Staff is notified of changes. This process should work in the same

manner that occurs when Staff reviews tariff filings. Staff will work cooperatively with AmeriMex to obtain information in order to assess whether the changes are in the public interest or may otherwise impact AmeriMex's eligibility to receive Lifeline funding. The investigation should be completed within the 30-day period between the notification of proposed change and AmeriMex's implementation of the change if the Parties reach an agreement. If there is disagreement between Staff and AmeriMex, any Party, or any interested person, may file a formal complaint with, or seek a declaratory ruling from the Commission. AmeriMex will have an opportunity to contest a Staff position that a change is not consistent with AmeriMex's ETC status or results in a universal service Lifeline offering that is not eligible for universal service Lifeline funding by filing (1) an application to change its LBUS Plans, (2) a formal complaint, or (3) a request for declaratory ruling and in each case an evidentiary hearing may be held. Finally, with regard to Lifeline plans other than the LBUS Plans, Staff may notify the FCC and Universal Service Administrative Company ("USAC") if it believes the Lifeline offering is not eligible for funding.

D. The Parties acknowledge that because AmeriMex is using the network of its underlying carriers, Sprint, Verizon and T-Mobile Wireless, throughout its designated service area, that no notice to Public Safety Answering Points ("PSAPs") is required.

E. The Parties agree that AmeriMex shall remit and pay the prepaid wireless E911 charge of one and four-tenths percent, as specified in C.R.S. § 29-11-102.5, of \$0.05 on its LBUS Plan #1 and LBUS Plan #2 based on an assumed or imputed value of \$12.75 per month in Colorado. In the event the number of free minutes associated with the LBUS Plans changes as discussed above, or with any new Lifeline Plans, the value for purposes of calculating the E911 charge shall be modified proportionately. The Parties further agree that AmeriMex shall remit and pay the prepaid wireless E911 charge of one and four-tenths percent of the price of each retail transaction associated with the purchase of additional minutes or data plans from Lifeline subscribers as required by C.R.S. § 29-11-102.5. In the event C.R.S. § 29-11-102.5 is amended to change the E911 charge, AmeriMex shall pay the E911 charge in accordance with Colorado law effective at that time. AmeriMex will also pay the prepaid wireless E911 charge on all prepaid and or/replenishment voice minutes sold independently of the LBUS plans. For prepaid minutes bundled with text messages or other services sold directly through AmeriMex, AmeriMex will pay the prepaid wireless E911 charge on the full amount of the retail transaction. In the event that AmeriMex develops a system to separate out the voice minute charges from non-voice charges at the point of sale, AmeriMex shall notify the Commission at least 30 days in advance of its intent to pay the prepaid wireless E911 charge only on voice minutes when bundled with text messages or other services.

F. The Parties agree that AmeriMex shall remit and pay the Colorado High Cost charge at the rate then in effect, on all intrastate retail voice minute revenues received from subscribers (calculated based on the safe harbor percentage established by the FCC then in effect, currently 62.9 percent intrastate).

G. The Parties agree that AmeriMex provides all its customers with the ability to make and receive interexchange or toll calls through interconnection arrangements made by AmeriMex or its underlying providers.

H. AmeriMex commits to provide service throughout its designated service area as listed in Exhibit 1 of this Stipulation to all customers making a reasonable request for service. AmeriMex certifies that it will provide service on a timely basis and that it will comply with the service requirements applicable to the support that it receives pursuant to 47 C.F.R. § 54.202(a)(1)(i).

I. Before offering Lifeline service in Colorado, AmeriMex will place Colorado-specific information on the Terms and Conditions page of its web site (www.SafetyNetWireless.com) where its Colorado offerings are described, and the Commission's contact information as listed in Amended Exhibit 2 to the Stipulation for any unresolved customer questions or complaints.

J. To the extent the Commission subsequently adopts rules of general applicability to Lifeline ETCs that are inconsistent with some or all of these provisions A through I, the provisions in the Commission's Lifeline ETC rules shall control.

GENERAL PROVISIONS

1. The Parties desire to end further uncertainty in this Proceeding by entering into this Stipulation. Accordingly, the Parties hereby agree to be bound the terms of this Stipulation. The Parties recognize and acknowledge that should the Commission or the FCC determine a change in the particular regulatory treatment applicable to wireless ETC designees, in further rulemakings or otherwise, any such lawful and applicable determinations would apply to AmeriMex.

2. This Stipulation is a settlement of disputed and compromised claims and accordingly, this Stipulation is made for settlement purposes only. No Party concedes the

validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Stipulation.

3. All witnesses of the Parties will support all aspects of the Stipulation and Settlement Agreement embodied in this document in any hearing conducted to determine whether the Commission should approve this Stipulation. Each Party also agrees that, except as expressly provided in this Stipulation, it will take no action in any administrative or judicial proceeding, which would have the effect, directly or indirectly, of contravening the provisions of this Stipulation. Without prejudice to the foregoing, the Parties expressly reserve the right to advocate positions different from those stated in this Stipulation and Settlement Agreement in any proceeding other than one necessary to obtain approval of, or enforce this Stipulation or a Commission order approving this Stipulation. Nothing in this Stipulation shall constitute a waiver by any Party with respect to any matter not specifically addressed in this Stipulation.

4. This Stipulation shall not become effective until the Commission issues a final order approving the Stipulation, which order does not contain any modification of the terms and conditions of this Stipulation that is unacceptable to any of the Parties to the Stipulation. In the event the Commission modifies this Stipulation in a manner unacceptable to any Party hereto, that Party may withdraw from the Stipulation and shall so notify the Commission and the other Parties to the Stipulation in writing within ten (10) days of the date of the Commission order. In the event a Party exercises its right to withdraw from the Stipulation, this Stipulation shall be null and void and of no effect in this or any other proceedings.

5. In the event this Stipulation becomes null and void or in the event the Commission does not approve this Stipulation, this Stipulation, as well as the negotiations

undertaken in conjunction with the Stipulation, shall not be admissible into evidence in these or any other proceedings.

6. The Parties state that they have reached this Stipulation by means of a negotiated process that is in the public interest, and that the results reflected in this Stipulation are just, reasonable and in the public interest. Approval by the Commission of this Stipulation shall constitute a determination that the Stipulation represents a just, equitable, and reasonable resolution of all issues, which were or could have been contested by the Parties with respect to the AmeriMex Application.

7. This Stipulation is an integrated agreement that may not be altered by the unilateral determination of any Party.

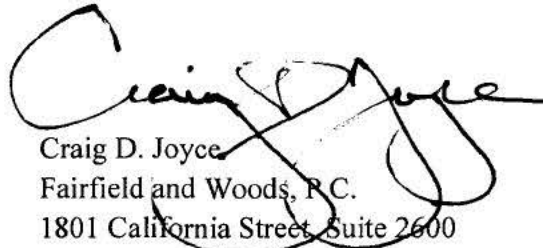
8. This Stipulation may be executed in separate counterparts, including facsimile. The counterparts taken together shall constitute the Stipulation and Settlement Agreement. The Parties represent that the signatories to the Stipulation have full authority to bind their respective parties to the terms of the Stipulation.

[Remainder of page intentionally left blank]

WHEREFORE, the Parties respectfully submit this Stipulation and Settlement Agreement for approval by the Commission and request that the Commission grant such approval.

Dated this 31th day of August, 2015.

By: Stephen Klein
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LIST OF EXHIBITS

- | | |
|------------|---|
| Exhibit 1: | AmeriMex Colorado designated service area in non-rural exchange areas |
| Exhibit 2: | Operating Procedures |
| Exhibit 3: | AmeriMex Initial Lifeline Offerings |
| Exhibit 4: | FCC-Approved Compliance Plan and Public Notice |

Operating Procedures Applicable to Lifeline Basic Universal Service Offering of Amerimex Communications Corp., D/B/A SafetyNet Wireless

A. ACCESS TO RECORDS.

All records required by these procedures pertaining to Amerimex Communications Corp. (“Amerimex”) Lifeline Basic Universal Service (LBUS) offering shall be made available to the Commission or its authorized representatives at any time upon request.

B. RETENTION OF RECORDS.

Unless otherwise authorized by the Colorado Public Utilities Commission (“Commission”) or required by federal or state regulations or law, all records required by these procedures pertaining to Amerimex’s LBUS offering shall be preserved for the period of time specified by Rule 4 CCR 723-2-2005 of the Rules Regulating Telecommunications Providers, Services, and Products, but in no event less than a minimum of 24 months after the date of entry of the record or for any longer period of time specified by FCC rule or order or Commission rule, whichever is longer.

C. SERVICE AREA.

Exhibit 1 (a.k.a. Exhibit 5 to the Application) to the Stipulation depicts the non-rural exchanges where Amerimex is designated for Eligible Telecommunication Carrier (“ETC”) status.

D. RECORDS OF COMPLAINTS

1. Amerimex shall maintain an accurate record of all oral and written complaints made by its customers regarding its service, or rates and charges. This record shall include the name and address of the customer or complainant, the time, date and nature of the complaint, the action taken to clear trouble, and the date and time of trouble clearance.
2. The record of complaints shall be categorized to indicate to Amerimex and to the Commission whether any particular customer encounters the same difficulties frequently, in terms of complaints per month, including customer trouble reports, whether a large number or percentage of all complaints from different customers arise from the same irregularity in service, with 5 percent or more of all complaints over a three month period being considered significant, or whether some phase of the construction, equipment, maintenance or operation are causing the complaints.

3. For any unresolved complaints or customer questions, Amerimex shall direct its personnel engaged in initial contact with an applicant or Customer in which dissatisfaction with the decision or explanation by the personnel is expressed, to inform the Customer of the right to have the problem considered by Amerimex. If the applicant or Customer continues to express dissatisfaction after the supervisory personnel have addressed the problem, Amerimex shall further direct the supervisory personnel to provide the complainant with information that they may contact the External Affairs Section of the Commission at Colorado Public Utilities Commission, Consumer Affairs, 1560 Broadway, Suite 250, Denver Colorado 80202, Phone 303-894-2070 or 800-456- 0858, fax number 303-894-2532 or by e-mail to dora_puc_complaints@state.co.us for further review of an unresolved problem. Amerimex shall post on its website the contact information of the External Affairs Section of the Commission.

E. DESIGNATED SERVICE AREA.

Amerimex shall file an application with the Commission for expansion of its ETC designation service area if it increases its service area beyond the boundaries of the wire centers or exchanges listed in Attachment 1 to this Stipulation. Absent authorization from the Commission, Amerimex shall not serve eligible Lifeline customers in the portions of those wire centers or exchanges beyond those listed in Attachment 1 herein.

F. HELD SERVICE APPLICATIONS

1. During periods of time, if any, when Amerimex may not be able to supply service to customers in Amerimex's Designated Service Area, described in Paragraph E above, within ten (10) calendar days of the date of approval of their eligibility), Amerimex shall keep a record for its Designated Service Area showing the name and address of each applicant for service, the date of application, the class type and grade of service applied for, (e.g., first line or additional line), together with the reason for the delay in providing the service to the applicant, and the expected date of service.
2. All Lifeline customers who have not been delivered a telephone and assigned a telephone number within ten (10) calendar days of the date of approval of their eligibility shall be provided a written or email notice by Amerimex, stating the order number assigned by Amerimex to the application for service, the general status of the order, and a phone number to call with questions. This notice shall be postmarked or sent via email on or before the 15th day after the date of approval of their eligibility by Amerimex.

3. Under circumstances where the period to provide Lifeline service exceed 30 calendar days, Amerimex shall file a letter with the Commission stating the circumstances causing the delay, explaining whether such circumstances are beyond Amerimex's control, and providing an estimate of the time necessary to provide service. This letter shall be filed with the Director by the last business day of the following month.

G. SERVICE INTERRUPTIONS

General

1. Service is interrupted when it becomes unusable to the Customer or when the Customer is unable to transmit or receive calls due to the failure of a component of the network furnished by Amerimex or provided through resale.
2. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

Reestablishing Service

3. Amerimex will make all reasonable efforts to prevent interruptions of service that are within its control and, when interruptions do occur, reestablish service with the shortest possible delay. Amerimex will make attempts to resolve emergencies at all hours, consistent with the bona fide needs of customers and the personal safety of Amerimex's employees. In almost all cases, Amerimex will be able to reestablish service within 24 hours. If unusual repairs are required, or other factors will prevent the prompt reestablishment of service, Amerimex will make reasonable efforts to contact the customer. In the event a Lifeline customer in Colorado experiences a service interruption caused by a failure of equipment under Amerimex's control or under the control of Amerimex's underlying facilities-based carrier(s), for a time period that meets or exceeds eight or more hours during a continuous 24-hour period as stated in Rule 2304(b)(IV), Amerimex will extend that customer's service for the 30-day period in which the interruption occurred day for day for a period of time equal to the loss of service for any minutes remaining at the end of the 30-day period on its LBUS Plans and any additional minutes included as part of Amerimex's LBUS Plans.

4. Record Keeping and Reports

Amerimex shall keep records regarding outages described in Rule 2187(f)(II)(C). Amerimex shall inform Customers of the potential of future service unavailability when Amerimex is experiencing or is forecasting potential service unavailability in specific areas for purposes other than outages due to routine maintenance.

Services are generally available twenty-four (24) hours per day, seven (7) days per week. Amerimex will make reasonable arrangements to resolve emergencies resulting from failures of service, unusual and prolonged increases in traffic, illness of personnel, fire, storm or other acts of God, and inform its employees as to procedures to be followed in the event of such emergencies in order to prevent or minimize interruptions or impairment of telecommunications service. Reports including the detailed information described in Rule 2187(f)(II)(C) shall be filed with the Commission as part of Amerimex's ETC annual report, as required by Rule 2187(f)(II)(C).

H. ADVERTISING

Amerimex shall submit annual reports describing advertising materials in use in Colorado to the Commission Staff as described and required by Rule 2187(f)(II)(I).

I. NETWORK REQUIREMENTS

Intra-LATA Interexchange Toll Dialing Pattern. Amerimex will comply with all North American Numbering Plan (NANP) dialing pattern requirements.

J. REPORTING REQUIREMENTS

Amerimex shall file the following reports with the Commission:

1. Copies of all Lifeline-related filings submitted to Federal Communications Commission (FCC) or Universal Service Administrator Company (USAC). Amerimex shall file copies of all Lifeline-related FCC forms submitted to the FCC or USAC, including Form 497, with the Commission promptly after those filings occur at the FCC or USAC.
2. Annual ETC Certification. Amerimex will file an annual certification that it is able to function in emergency situations, is complying with applicable service quality standards and the consumer protection rules, e.g., the Cellular Telephone Industries Association (CTIA) consumer code for wireless service. This certification shall be filed with the Commission as part of Amerimex's ETC annual report, as required by Rule 2187(f)(II)(D) and (E).
3. 911 Surcharge Report. Amerimex shall submit to the Commission as a compliance filing a copy of the Department of Revenue (DOR) DR 526 Form and all documentation and work papers including any formulas used to calculate the 911 fee on its free minutes as discussed in Stipulation and Settlement Agreement, section 11.E, at the same time filed with DOR.

4. Upon audit request from Staff of the Commission Amerimex agrees to provide on a confidential basis, subscriber-specific data, including subscriber name, address, and zip code, for:
 - a. Amerimex Lifeline customers receiving two or more Lifeline subsidies per household in that same month from Amerimex,
 - b. New Lifeline customers enrolled in Amerimex' Lifeline service,
 - c. Lifeline customers removed from Lifeline service due to no longer receiving Amerimex service,
 - d. Lifeline customers removed from Lifeline service due to ineligibility through the annual re-certification process,
 - e. Lifeline customers removed from Lifeline service for any other reason due to fraud.

K. LIFELINE NON-USAGE POLICY AND INELIGIBILITY NOTICE

1. Amerimex will identify Lifeline customers who have not used Amerimex Lifeline service for 60 consecutive days in accordance with Amerimex's FCC Compliance Plan (pp. 17-18) and will de-enroll such customers from Lifeline service, deactivate such accounts, and cease to claim Lifeline reimbursement for such customers. Non-usage is determined as follows:
 - a. After 30 consecutive days of non-use, Amerimex contacts the customer, either by phone, text, email, or written notification, asking the customer to provide confirmation that the customer wishes to retain his or her Lifeline service within 30 days from the date of the notice. Customers are informed that failure to provide such confirmation or use the service will result in de-enrollment from the Lifeline program after 60 consecutive days of non-use.
 - b. If the customer does not respond to the notice as provided above, the customer is de-enrolled from the Lifeline program and Amerimex does not request further Lifeline reimbursement for the customer from USAC or any state Universal Service Fund Administrator. Amerimex will report annually to the FCC the number of customers de-enrolled for non- usage by month.
 - c. During the entire 60 day period, Amerimex's Lifeline customer's service remains active and is not suspended. In the event the customer's service is deactivated for non-usage as described above, access to 911 emergency services remains intact as required by the FCC's existing public safety rules and guidelines.

- d. Lifeline customers can “use” the service by: (1) completing an outbound call or text; (2) purchasing minutes from Amerimex to add to the customer’s plan; (3) answering an incoming call from a party other than Amerimex; or (4) responding to a direct contact from Amerimex confirming that the customer wants to continue receiving the service.
2. The Customer shall be notified in writing of Amerimex’s intention to discontinue Lifeline services due to the Lifeline customer no longer meeting the qualification criteria upon notification from the Colorado Department of Human Services (CDHS). Any notice shall clearly state that the customer contact CDHS registration system to verify eligibility. Amerimex will not seek Lifeline reimbursement from USAC upon notice from CDHS that the customer is no longer eligible unless the customer confirms eligibility with CDHS.

L. CTIA CODE OF CONDUCT

1. Amerimex shall comply with the principles, disclosures, and practices for wireless service provided to consumers in the Cellular Telecommunications and Internet Association’s (CTIA) Consumer Code for Wireless Service. Such Code can be found at: http://files.ctia.org/pdf/The_Code.pdf.

M. SUBSCRIBER ELIGIBILITY

1. Subscriber eligibility shall be established pursuant to 47 CFR §54.409 and §54.410. Upon initial application for Amerimex’s Lifeline service, the subscriber must certify by his or her signature under penalty of perjury that he or she will receive Lifeline supported services only from Amerimex and, to the best of his/her knowledge, no one else in his/her household is receiving Lifeline supported service.
 - a. Amerimex shall require each eligible Lifeline consumer to self- certify under penalty of perjury at the time of enrollment and annually thereafter that his or her household will receive only one Lifeline service and, to the best of his or her knowledge, the subscriber’s household is not already receiving a Lifeline service;
 - b. Amerimex shall require each eligible Lifeline consumer at the time of application to initial on the certification form that to the best of his or her knowledge that he or she is not receiving Lifeline-supported service from any other Lifeline provider and to ensure the consumer understands that “Lifeline-supported service” is a federal subsidy and that willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment, or being barred from the program;

- c. Lifeline service is a non-transferable benefit and the Lifeline subscriber may not transfer his or her benefit to any other person;
 - d. If the Lifeline subscriber moves to a new address, he or she will provide that new address to Amerimex within 30 days;
 - e. If the Lifeline subscriber provided a temporary residential address to Amerimex, he or she will be required to verify his or her temporary residential address every 90 days¹; and
 - f. The Lifeline subscriber will notify Amerimex within 30 days if he or she is (1) no longer eligible to receive Lifeline benefits; (2) the subscriber is receiving more than one Lifeline benefit; or (3) another member of the subscriber's household is receiving a Lifeline benefit.
2. Amerimex shall file a copy of state-specific subscriber data, including name and address of Lifeline subscribers, to USAC, upon request, and to this Commission for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier.
 3. Amerimex shall immediately investigate any notification from the Commission, FCC or USAC regarding any Lifeline customer receiving duplicate subsidy from another carrier or from Amerimex. If it is determined that the Lifeline customer is receiving duplicate subsidy, Amerimex will work with the other carrier(s) to notify the customer of the duplicate accounts and work with the customer to choose only one provider of Lifeline service. Amerimex shall also abide by any rules of the FCC and work with USAC and the Commission Staff to rectify any duplicate accounts. In the event the customer selects a carrier other than Amerimex to provide Lifeline service, Amerimex shall promptly remove the customer's Lifeline service and remove customer from any USAC reimbursement.
 4. Amerimex shall deal directly with the subscriber to certify and verify the subscriber's Lifeline eligibility on an annual basis.
 5. Amerimex shall explain in prominent, plain, and easily comprehensible language to all new and potential subscribers in English and in Spanish that no consumer is permitted to receive more than one Lifeline subsidy.
 6. Amerimex shall ensure that all marketing materials for the service make clear that it is a Lifeline-supported service.

¹ Amerimex will comply with the temporary address rule if and when it becomes effective; as of the date of this Stipulation, this requirement has not been approved pursuant to the Paperwork Reduction Act.

7. Amerimex shall promptly, de-enroll any subscriber whom Amerimex determines is no longer eligible for Lifeline service or when Amerimex becomes aware that the subscriber is no longer eligible for Lifeline service. Amerimex shall promptly remove a customer's Lifeline service and remove the customer from any USAC reimbursement.

N. 911 CALLING

1. Amerimex shall provide access to 911 services. If service is disconnected or minutes are depleted, customers may still make 911 calls and calls to the Customer Service number (611).
2. Amerimex shall remit the appropriate wireless E911 charge in accordance with the Stipulation and Settlement and C.R.S. § 29-11-102.5(3) and provide a copy to the Commission Staff of the amount remitted at the time the payment is made. Parties agree that Amerimex will separately identify the imputed amount of E911 charge on free minutes and the amount remitted on retail transactions.

O. CUSTOMER SERVICE ACCESS

Customers will be provided a toll-free method to access Amerimex's customer service representatives, available at a minimum from 8am to 5pm CST Monday through Friday by dialing 611 from an Amerimex handset, and online at www.safetynetwireless.com. Customers may obtain directory assistance by dialing 411 from an Amerimex handset.

P. LIMITATIONS OF LIABILITY

Because Amerimex has no control of the content of communications transmitted over its network, and because of the possibility of errors incident to the provision and use of its services, services furnished by Amerimex are subject to the terms, conditions and limitations specified herein and in Amerimex's Terms of Service available on Amerimex's website at www.safetynetwireless.com.

Q. CUSTOMER DISCONNECTION

1. Amerimex may not deny or discontinue service to a Customer without prior written notice after at least 15 days ("written notice" or "in writing" as used in this Section shall mean a message sent to the Customer as a SMS or "text" message; or in letter form printed in English and Spanish per 4 CCR 723-2-2303(d)(II))
 - a. Service may be denied or discontinued for the following reasons:

1. If a condition immediately dangerous or hazardous to life, physical safety exists, or
 2. Upon order by any court, the Commission, or any other duly authorized public authority; or
 3. For a violation of Amerimex's terms and conditions or Commission rule that may adversely affect the safety of any person or the integrity of Amerimex's service; or
 4. If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes; or
 5. Obtaining service by subterfuge that includes, but is not restricted to, an application for service at a location in the name of another party.
2. If Amerimex disconnects service to Lifeline Customer for any reasons stated above, Amerimex will immediately cease seeking reimbursement from the Lifeline universal service fund for that Customer.

**LIFELINE BASIC UNIVERSAL SERVICE OFFERING
OF AMERIMEX COMMUNICATION CORP.**

The following contains a detailed description of Amerimex Communication Corp.'s ("Amerimex") Lifeline Basic Universal Service (LBUS) initial offering in Colorado.

A. AMERIMEX'S LBUS OFFERING

Amerimex's LBUS Offering includes the following services required under 47 C.F.R. § 54.101(a) and 4 CCR 723-2-2308(a):

1. Access to Public Switched Telephone Network and Local Usage. Amerimex's service includes voice grade access to the public switched telephone network or its functional equivalent and minutes of use for local service without additional charge to the end user.
2. Access to Emergency Service. Customers of Amerimex's LBUS Offering will be able to reach a public safety answering point by dialing "911" regardless of activation status. Amerimex will provide its Lifeline customers with 911 and E911 compliant handsets and replace non-compliant handsets at no additional charge.
3. Toll Limitation. Amerimex's LBUS Plans are not offered on a distance-sensitive basis and minutes are not charged separately for local or domestic long distance services. Prepaid offerings, by their very construct, act as a toll limitation mechanism.
4. Lifeline Services. Qualified low income customers shall receive the equivalent value of \$9.25 per month.¹
5. Hearing Impaired. Amerimex will make available services for the hearing impaired. Customers may contact Amerimex for more information.

¹ Nothing in this Paragraph A(4) shall modify Amerimex's agreement in the Stipulation to remit and pay the prepaid wireless E911 charges as set forth in the Stipulation and Settlement and required by C.R.S. § 29-11-102.5.

B. AMERIMEX

THE PRICING FOR AMERIMEX'S LBUS OFFERING

1. Amerimex will pass the entire federal subsidy in the form of free usage or a Lifeline discount to eligible Lifeline customers.
2. Retail calling plans are pay in advance offerings and do not require the customer to sign a contract.
3. Long distance, nationwide calls are included at no additional charge for calls made within the United States.
4. Federal and state universal service assessments are imposed separately. Amerimex shall remit and pay the Colorado High Cost charge at the rate then in effect, on all intrastate retail voice minute revenues (calculated based on the safe harbor percentage established by the FCC then in effect, currently 62.9 percent intrastate) from voice minutes above 300 minutes.
5. Customers will not be required to enter into a long-term service contract.
6. Customers will not be required to pay a number change fee for a change of wireless telephone number initiated at the request of the customer.
7. Customers will be charged the replacement cost based on the value of the handset, associated with lost, stolen or damaged handsets.
8. Customers will be charged airtime only for each directory assistance call.
9. Customers will not be assessed roaming charges for areas listed in Amended Exhibit 2.

C. THE AREAS IN WHICH AMERIMEX'S LBUS OFFERINGS ARE AVAILABLE AND THE CORRESPONDING LOCAL CALLING AREAS

Amerimex's LBUS Offering is available to customers within the exchanges in which Amerimex has been designated as an ETC. Amerimex shall not offer its LBUS Plans in exchanges other than those listed in Amended Exhibit 2 to the Stipulation. Amerimex shall file an application with the Commission if it expands its footprint to exchanges not listed in Amended Exhibit 2.

D. AMERIMEX'S LBUS PLAN

Amerimex shall provide the following LBUS Plan to eligible Lifeline customers:

Plan	Voice and Text	Data (MB)	Retail Price	Lifeline Discount	Net Cost to Lifeline Customer
LBUS Plan #1	250 units and 3:1 (3 texts = 1 unit)	Blocked	\$9.25	\$9.25	\$0.00
LBUS Plan #2	1,000 voice units and unlimited domestic text messaging	100 MB	\$30.00	\$9.25	\$20.75

Voice: 1 minute = 1 unit

Text: each text message = 1/3 unit

All Plans include the following:

- Free phone
- Free calls to 911 emergency services
- Free calls to Customer Service
- Free Voicemail, Caller-ID, Call Waiting, Call Forwarding, and 3-Way Calling
- Free Domestic Long Distance
- Free Directory Assistance (Airtime voice minutes deducted)

Additional Minutes

Additional airtime is available by purchasing another Lifeline plan at retail price as listed above. However, the Lifeline discount will only be applied once per month for eligible Lifeline subscribers.

Appendix A
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15A-0066T Amerimex Communications dba Safetynet Wireless - ETC

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Filer: **Fairfield and Woods, P.C. (Craig Joyce)**

Filing Number: **G_487859**

Date of Filing: **Mon 08/31/2015 04:31 pm**

Filing Party: **AmeriMex Communications Corp.**

Proceeding Number: **15A-0066T**

Proceeding Title: **Amerimex Communications dba Safetynet Wireless - ETC**

Documents:

- Responses of Parties to Questions and Providing Information Pursuant to Decision R15A-0893-I,
- 1. Motion for Approval of Amended Stipulation, Exhibits and Amended Exhibits and Waiver of Response Time (Response)
- 2. Amended Stipulation and Settlement Agreement (Amendment)
- 3. Amended Exhibit 2 - Amended Stipulation and Settlement Agreement (Exhibits)
- 4. Amended Exhibit 3 - Amended Stipulation and Settlement Agreement (Exhibits)

Certificate of Service

I, Toni Fox, hereby certify that on Mon 08/31/2015 04:31 pm, I served a true and correct copy of Responses of Parties to Questions and Providing Information Pursuant to Decision R15A-0893-I, Motion for Approval of Amended Stipulation, Exhibits and Amended Exhibits and Waiver of Response Time, Amended Stipulation and Settlement Agreement, Amended Exhibit 2 - Amended Stipulation and Settlement Agreement, Amended Exhibit 3 - Amended Stipulation and Settlement Agreement in Proceeding No. 15A-0066T upon each of the persons appearing below either through the E-Filing system or by other means in accordance with applicable law.

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Colorado PUC	1560 Broadway, Suite 250 Denver, CO 80202	Colorado PUC E-Filings
AmeriMex Communications Corp.	Recipient's Filing Center in E-Filings System	Colorado PUC E-Filings
Colorado Office of the Attorney General, Jean Watson-Weidner	Recipient's Filing Center in E-Filings System	Colorado PUC E-Filings
Colorado Public Utilities Commission	Recipient's Filing Center in E-Filings System	Colorado PUC E-Filings
Fairfield and Woods, P.C., Craig Joyce	Recipient's Filing Center in E-Filings System	Colorado PUC E-Filings

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Lance J.M. Steinhart, P.C., Kasey
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