

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

PROCEEDING NO. 15A-0130T

**IN THE MATTER OF THE APPLICATION OF AMERICAN BROADBAND AND
TELECOMMUNICATIONS COMPANY FOR DESIGNATION AS A WIRELESS
ELIGIBLE TELECOMMUNICATIONS CARRIER IN THE STATE OF COLORADO**

STIPULATION AND SETTLEMENT AGREEMENT

American Broadband and Telecommunications Company (“American Broadband” 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 Stipulation and Settlement Agreement ("Stipulation") regarding the Application filed by American Broadband 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 is the case 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 therefore, 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 was 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, in which it issued a blanket forbearance from the 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.³

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)*.

² *Id.* at ¶ 496.

³ *Id.* at ¶ 245.

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.⁴

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 March 2, 2015, American Broadband filed an Application (“Application”) seeking designation as an ETC for the limited purpose of receiving universal service support for low-income customers in Colorado, Proceeding Number 15A-0130T. American Broadband 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 and T-Mobile, provide coverage in the State of Colorado. A list of the exchanges in which American Broadband is seeking ETC status in Colorado is shown on Exhibit A to American Broadband’s Application.

10. The Parties engaged in settlement discussions regarding issues raised by American Broadband’s Application.

12. 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 and Settlement Agreement 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.

AGREEMENT

⁴ *Id.* at ¶ 388.

WHEREFORE, based on their review of all testimony and exhibits submitted and upon their settlement discussions, the Parties hereby stipulate and agree as follows:

1. American Broadband is a beneficial user of the Sprint and T-Mobile wireless networks.

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

3. American Broadband 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. American Broadband 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 American Broadband Lifeline service. In light of these obligations and the fact that American Broadband does not maintain or produce a White Pages directory, the Parties agree that American Broadband 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 American Broadband.⁵

4. American Broadband seeks ETC designation for the limited purpose of providing universal service low-income Lifeline service in Colorado. American Broadband is neither

⁵ Contemporaneously with the filing of this Stipulation, American Broadband filed an Unopposed Motion for Waiver of Certain Rules (“American Broadband’s Motion for Waiver”) in which it specifically requests this waiver as well as a number of additional waivers agreed to by the Stipulating Parties that are discussed below.

seeking Federal universal service high-cost support (“USF”) nor funds through the Colorado high cost support mechanism (“CHCSM”) in its service area.

5. Because American Broadband 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*⁶ for American Broadband 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 American Broadband has been designated an ETC, a Colorado-specific trial balance, and a build-out plan showing American Broadband’s intended use of high cost funds. As to duration, the Parties request that this waiver be in effect until either (1) American Broadband 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 American Broadband a waiver of Rule 2187(f)(II)(A) given that the recent changes to the Lifeline program eliminated the reporting of unfulfilled requests.

7. American Broadband requests partial waiver of Rule 2187(f)(II)(O) that requires affidavit language concerning receipt of high cost support. Because American Broadband is not seeking high cost support from the USF or CHCSM support, the Parties agree that it would be in

⁶ 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.

the public interest and consistent with the *Lifeline Reform Order* reporting requirements to not require American Broadband 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 Commission should grant this partial waiver and that American Broadband will submit an affidavit attesting that all required information provided in its annual filing is true and correct.

8. American Broadband 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. Sprint's and T-Mobile Wireless' physical networks 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 American Broadband has shown an intent and ability to offer the supported services once designated as an ETC throughout the service area is set forth in Attachment 1.

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

10. American Broadband'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 American Broadband has shown good cause, that its Lifeline Basic Universal Service ("LBUS") offering as described in Attachment 3 meets all applicable state and federal requirements, that American Broadband's ETC designation for Colorado low-income universal service purposes will serve the public interest, convenience and

necessity, that American Broadband does not receive high cost USF support in Colorado, American Broadband's advertising adequately informs potential customers of the availability of American Broadband's Lifeline service throughout its proposed ETC service area, and that the Commission should grant American Broadband's Motion for Waiver.

Federal ETC Designation For the Limited Purpose of Offering Lifeline

1. American Broadband 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. American Broadband is designated as an ETC provider in the following states: Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Missouri, Nevada, Ohio, Rhode Island, West Virginia, and Wisconsin.

3. American Broadband has not been the subject of any enforcement action at the FCC or in any state. No ETC designations held by American Broadband have been rescinded, revoked, or terminated by the FCC or by any state regulatory agency. American Broadband 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. American Broadband 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. American Broadband provides each of the supported services set forth in 47 C.F.R. § 54.101(a), as amended, by the *Lifeline Reform Order*,⁷ and has shown an intent and ability to offer those services once designated an ETC throughout the areas set forth on Attachment 1 of this Stipulation.

⁷ Effective April 2, 2012, published on March 2, 2012, in the Federal Register at 77 Federal Register 12952.

5. American Broadband will offer a choice of three (3) LBUS Plans to eligible Lifeline customers as described in Attachment 3. The Parties have agreed that any other Lifeline plans discussed in American Broadband's FCC Compliance Plan or American Broadband's other filings with the FCC, or as described in American Broadband's Application in this proceeding on pages 15, 16 and 17 will not be offered in Colorado. American Broadband will not advertise or offer in Colorado any Lifeline plans with fewer than 250 free minutes per month in Colorado. American Broadband will not seek the Tribal lands support amount, as defined in 47 C.F.R. § 54.403(a)(2), for Tribal subscribers". American Broadband's LBUS Plans described in Attachment 3 comply with Rule 2187(d)(XII) as American Broadband offers the Lifeline subscriber at least one plan with unlimited calling. American Broadband's Lifeline plans are consistent with other previously-designated ETC Lifeline-only carriers in Colorado. American Broadband's LBUS Plans are available for enrollment via American Broadband's website (<http://www.americanassistance.com/signup/>) or through American Broadband's Customer Service department.

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

7. American Broadband'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, American Broadband 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 April 27, 2012, American Broadband submitted a Compliance Plan for FCC approval in WC Docket No. 09-197 and WC Docket No. 11-42. The Compliance Plan details the verification, certification, and other anti-fraud measures American Broadband 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, American Broadband is entitled to the FCC's blanket forbearance from the "own facilities" requirement. American Broadband's approved Compliance Plan and the public notice evincing its approval are attached to this Stipulation as Attachment 4.

10. The Parties stipulate and agree that with the incorporation of the agreed upon terms and conditions in Attachments 2 and 3, designating American Broadband as an ETC in the study areas and wire centers set forth in Attachment 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 shown in Attachment 1 should be approved as American Broadband's designated service area and that American Broadband shall use a Lifeline Certification Form substantially similar to that which is attached as set forth in Attachment 4 to American Broadband's approved Compliance Plan (attached hereto as Attachment 4) unless a different form is required by the FCC or this Commission in the future.

11. American Broadband has entered into this Stipulation with Staff to settle this matter. The Parties have agreed to the LBUS Plans as described in Attachment 3. Nothing in this Stipulation shall prohibit American Broadband 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 American Broadband 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 American Broadband shall provide its LBUS Plans and any future Lifeline plans pursuant to this Stipulation (including Attachments 1 through 4). The following requirements shall apply:

- A. If American Broadband desires to (1) modify its existing LBUS Plans, (2) add a new Lifeline plan, (3) modify a Lifeline Plan, (4) modify its Colorado Specific Terms and Conditions, or (5) modify its Operating Procedures (attached as Attachment 2), (each, a “Modification”), then American Broadband 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 American Broadband’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 American Broadband during the Notice Period that the Modification may be contrary to the public interest or disadvantageous to subscribers, then American Broadband shall file an application with the Commission and obtain the Commission’s approval before implementing the proposed Modification. American Broadband 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 American Broadband 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 American Broadband’s LBUS or Lifeline Plan Description, Terms and Conditions, and Operating Procedures. In any such investigation, American Broadband 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 American Broadband 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 American Broadband and a subsequent investigation, the Commission may find that a change is not consistent with American

Broadband's ETC status or results in a universal service Lifeline offering that is not eligible for universal service Lifeline funding. If American Broadband does not thereafter make such changes as are necessary to bring its Lifeline offering into compliance with such requirements, American Broadband understands the Commission may revoke American Broadband'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 American Broadband 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 American Broadband to obtain information in order to assess whether the changes are in the public interest or may otherwise impact American Broadband's eligibility to receive Lifeline funding. The investigation should be completed within the 30-day period between the notification of proposed change and American Broadband's implementation of the change if the Parties reach an agreement. If there is disagreement between Staff and American Broadband, any Party, or any interested person, may file a formal complaint with, or seek a declaratory ruling from the Commission. American Broadband will have an opportunity to contest a Staff position that a change is not consistent with American Broadband'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 Plan, 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 American Broadband is using the network of its underlying carriers, Sprint 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 American Broadband 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 \$0.18 on its free LBUS Plan #1 based on a value of \$12.75 per month in Colorado. In the event the number of free minutes associated with the LBUS Plan 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 American Broadband 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 \$0.28 on its 500 prepaid minutes (Lifeline Plan #2) provided to eligible Lifeline customers based on a value of \$19.95 per month in Colorado. The Parties further agree that American Broadband 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, American Broadband shall pay the E911 charge at the amended rate and in the same manner as its wireless Lifeline competitors. American Broadband 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 American Broadband, American Broadband will pay the prepaid wireless E911 charge on the full amount of the retail transaction. In the event that American Broadband develops a system to separate out the voice minute charges from non-voice charges at the point of sale, American Broadband 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 American Broadband shall remit and pay the Colorado High Cost charge, if required by law, 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 American Broadband provides all its customers with the ability to make and receive interexchange or toll calls through interconnection arrangements made by American Broadband or its underlying providers.
- H. American Broadband commits to provide service throughout its designated service area as listed in Attachment 1 of this Stipulation to all customers making a reasonable request for service. American Broadband 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, American Broadband will place Colorado-specific information on the Terms and Conditions page of its web site (<http://www.americanassistance.com>) where its Colorado offerings are described, and the Commission's contact information as listed in Attachment 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 to 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 American Broadband.

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 American Broadband 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.

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 24th day of June, 2015.

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LIST OF ATTACHMENTS

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

American Broadband & Telecommunications Service Territory

	Clii	Central Office Name	Underlying Provider
1	ENWDCOAB	ABERDEEN	Qwest Corporation
2	AGLRCOMA	AGUILAR	Qwest Corporation
3	AFACCOMA	AIR FORCE ACADEMY	Qwest Corporation
4	ALMSCOMA	ALAMOSA	Qwest Corporation
5	ARVDCOMA	ARVADA	Qwest Corporation
6	ASPECOMA	ASPEN	Qwest Corporation
7	AULTCOMA	AULT	Qwest Corporation
8	AURRCOMA	AURORA	Qwest Corporation
9	AVONCOMA	AVON	Qwest Corporation
10	AVDLCOMA	AVONDALE	Qwest Corporation
11	BALYCOMA	BAILEY	Qwest Corporation
12	BSLTCOMA	BASALT	Qwest Corporation
13	BYFDCOMA	BAYFIELD	Qwest Corporation
14	BRTHCOMA	BERTHOUD	Qwest Corporation
15	BLFSCOMA	BLACK FOREST	Qwest Corporation
16	BLDRCOMA	BOULDER	Qwest Corporation
17	BRRGCOMA	BRECKENRIDGE	Qwest Corporation
18	BITNCOMA	BRIGHTON	Qwest Corporation
19	BRFDCOMA	BROOMFIELD	Qwest Corporation
20	BRSHCOMA	BRUSH	Qwest Corporation
21	BNVSCOMA	BUENA VISTA	Qwest Corporation
22	CLHNCOMA	CALHAN	Qwest Corporation
23	CACYCOMA	CANON CITY	Qwest Corporation
24	DNVRCOCH	CAPITOL HILL	Qwest Corporation
25	CRDLCOMA	CARBONDALE	Qwest Corporation
26	CSRKCONM	CASTLE ROCK	Qwest Corporation
27	CNCYCOMA	CENTRAL CITY	Qwest Corporation
28	CFTNCONM	CLIFTON	Qwest Corporation
29	CCCNCOMA	COAL CREEK CANYON	Qwest Corporation
30	CLSPCOEA	COLO SPRINGS EAST	Qwest Corporation
31	CLSPCOMA	COLO SPRINGS MAIN	Qwest Corporation
32	DNVRCOCL	COLUMBINE	Qwest Corporation
33	CPMTCOMA	COPPER MOUNTAIN	Qwest Corporation
34	CRTZCOMA	CORTEZ	Qwest Corporation
35	DNVRCOCW	COTTONWOOD	Qwest Corporation
36	CragCOMA	CRAIG	Qwest Corporation
37	CRBTCOMA	CRESTED BUTTE	Qwest Corporation
38	CRCKCOMA	CRIPPLE CREEK	Qwest Corporation
39	DNVRCOCP	CURTIS PARK	Qwest Corporation
40	DCKRCOMA	DECKERS	Qwest Corporation
41	DLNRCOMA	DEL NORTE	Qwest Corporation
42	DELTCOMA	DELTA	Qwest Corporation
43	DNVRCOEA	DENVER EAST	Qwest Corporation
44	DNVRCOMA	DENVER MAIN	Qwest Corporation
45	DNVRCONO	DENVER NORTH	Qwest Corporation

46	DNVRCONE	DENVER NORTHEAST	Qwest Corporation
47	DNVRCOSO	DENVER SOUTH	Qwest Corporation
48	DNVRCOSE	DENVER SOUTHEAST	Qwest Corporation
49	DNVRCOSW	DENVER SOUTHWEST	Qwest Corporation
50	DNVRCOWS	DENVER WEST	Qwest Corporation
51	DLLNCOMA	DILLON	Qwest Corporation
52	DNVRCOOU	DNVR INTL AIRPORT	Qwest Corporation
53	DNVRCODC	DRY CREEK	Qwest Corporation
54	DURNCOMA	DURANGO	Qwest Corporation
55	EATNCOMA	EATON	Qwest Corporation
56	ELZBCO01	ELIZABETH	Qwest Corporation
57	ENWDCOMA	ENGLEWOOD	Qwest Corporation
58	ERIECOMA	ERIE	Qwest Corporation
59	ESPKCOMA	ESTES PARK	Qwest Corporation
60	EVRGCOMA	EVERGREEN	Qwest Corporation
61	FRPLCOMA	FAIRPLAY	Qwest Corporation
62	FLRNCOMA	FLORENCE	Qwest Corporation
63	FONTCOMA	FOUNTAIN	Qwest Corporation
64	FRSRCOMA	FRASER	Qwest Corporation
65	FRDRCOMA	FREDERICK	Qwest Corporation
66	FRSCCOMA	FRISCO	Qwest Corporation
67	FRUTCOMA	FRUITA	Qwest Corporation
68	FTCLCOMA	FT COLLINS	Qwest Corporation
69	FTLPCOMA	FT LUPTON	Qwest Corporation
70	FTMRCOMA	FT MORGAN	Qwest Corporation
71	CLSPCO32	GATEHOUSE	Qwest Corporation
72	GRTWCOMA	GEORGETOWN	Qwest Corporation
73	GLCRCOMA	GILCREST	Qwest Corporation
74	GLSPCOMA	GLENWOOD SPRINGS	Qwest Corporation
75	GLDNCOMA	GOLDEN	Qwest Corporation
76	GRNBCOMA	GRANBY	Qwest Corporation
77	GDJTCOMA	GRAND JUNCTION	Qwest Corporation
78	GDLKCOMA	GRAND LAKE	Qwest Corporation
79	GRELCOMA	GREELEY	Qwest Corporation
80	GMFLCOMA	GREEN MOUNTAIN FALLS	Qwest Corporation
81	BLDRCOGB	GUNBARREL	Qwest Corporation
82	GNSNCOMA	GUNNISON	Qwest Corporation
83	FTCLCOHM	HARMONY	Qwest Corporation
84	HYDNCOMA	HAYDEN	Qwest Corporation
85	LTTNCOHL	HIGHLANDS RANCH	Qwest Corporation
86	HLRSCOMA	HILLROSE	Qwest Corporation
87	HSSPCOMA	HOT SULPHUR SPRINGS	Qwest Corporation
88	HDSNCOMA	HUDSON	Qwest Corporation
89	IDSPCOMA	IDAHO SPRNGS	Qwest Corporation
90	JHMLCOMA	JOHNSTOWN-MILLIKEN	Qwest Corporation
91	JLBGCOMA	JULESBURG	Qwest Corporation
92	KNBGCOMA	KEENESBURG	Qwest Corporation

93	KIOWCOMA	KIOWA	Qwest Corporation
94	KRNGCOMA	KREMMLING	Qwest Corporation
95	LSLLCOMA	LA SALLE	Qwest Corporation
96	LKWDCOMA	LAKEWOOD	Qwest Corporation
97	LRKSCONM	LARKSPUR	Qwest Corporation
98	LIMNCOMA	LIMON	Qwest Corporation
99	LTTNCOMA	LITTLETON	Qwest Corporation
100	LNMTCOMA	LONGMONT	Qwest Corporation
101	LKMTCOMA	LOOKOUT MOUNTAIN	Qwest Corporation
102	LVLDCOMA	LOVELAND	Qwest Corporation
103	LYNSCOMA	LYONS	Qwest Corporation
104	MNCSCOMA	MANCOS	Qwest Corporation
105	MNSPCOMA	MANITOU SPRINGS	Qwest Corporation
106	MEADCOMA	MEAD	Qwest Corporation
107	MEKRCOMA	MEEKER	Qwest Corporation
108	MVNPCOMA	MESA VERDE	Qwest Corporation
109	MNTRCOMA	MINTURN	Qwest Corporation
110	AURRCOMB	MONAGHAN	Qwest Corporation
111	MTVSCOMA	MONTE VISTA	Qwest Corporation
112	DNVRCOMB	MONTEBELLO	Qwest Corporation
113	MTRSCOMA	MONTROSE	Qwest Corporation
114	MNMTCOMA	MONUMENT	Qwest Corporation
115	MRSNCOMA	MORRISON	Qwest Corporation
116	NDLDCOMA	NEDERLAND	Qwest Corporation
117	NWCSCOMA	NEW CASTLE	Qwest Corporation
118	NIWTCOMA	NIWOT	Qwest Corporation
119	NGLNCOMA	NORTHGLENN	Qwest Corporation
120	OKCKCOMA	OAK CREEK	Qwest Corporation
121	OLTHCOMA	OLATHE	Qwest Corporation
122	OURYCOMA	OURAY	Qwest Corporation
123	OVIDCOMA	OVID	Qwest Corporation
124	PLSDCOMA	PALISADE	Qwest Corporation
125	PACHCO01	PARACHUTE	Qwest Corporation
126	PRKRCOMA	PARKER	Qwest Corporation
127	GRELCOJC	PARKVIEW	Qwest Corporation
128	PNRSCOMA	PENROSE	Qwest Corporation
129	PYTNCOMA	PEYTON	Qwest Corporation
130	CLSPCOPV	PIKEVIEW	Qwest Corporation
131	PTVLCOMA	PLATTEVILLE	Qwest Corporation
132	PUBLCOMA	PUEBLO MAIN	Qwest Corporation
133	PUBLCO06	PUEBLO WEST	Qwest Corporation
134	RDGWCOMA	RIDGWAY	Qwest Corporation
135	RIFLCOMA	RIFLE	Qwest Corporation
136	SALDCOMA	SALIDA	Qwest Corporation
137	SCRTCOMA	SECURITY	Qwest Corporation
138	SILTCOMA	SILT	Qwest Corporation
139	SLTNCOMA	SILVERTON	Qwest Corporation

140	DNVRCOSH	SMOKY HILL	Qwest Corporation
141	SFRKCOMA	SOUTHFORK	Qwest Corporation
142	SNMSCOMA	SNOWMASS	Qwest Corporation
143	STSPCOMA	STEAMBOAT SPRINGS	Qwest Corporation
144	STNGCOMA	STERLING	Qwest Corporation
145	CLSPCOSM	STRATMOOR	Qwest Corporation
146	DNVRCOSL	SULLIVAN	Qwest Corporation
147	PUBLICOSU	SUNSET	Qwest Corporation
148	TEMACOMA	TABLE MESA	Qwest Corporation
149	TLRDCOMA	TELLURIDE	Qwest Corporation
150	TRNDCOMA	TRINIDAD	Qwest Corporation
151	VAILCOMA	VAIL	Qwest Corporation
152	VNLDCOMA	VINELAND	Qwest Corporation
153	WLBGCOMA	WALSENBURG	Qwest Corporation
154	WARDCOMA	WARD	Qwest Corporation
155	WLDACOMA	WELDONA	Qwest Corporation
156	WGTCOMAS	WELLINGTON	Qwest Corporation
157	WMNSCOMA	WESTMINISTER	Qwest Corporation
158	WNDSCOMA	WINDSOR	Qwest Corporation
159	WDPKCOMA	WOODLAND PARK	Qwest Corporation
160	YAMPCOMA	YAMPA	Qwest Corporation

Operating Procedures Applicable to Lifeline Basic Universal Service Offering American Broadband and Telecommunications Company

A. ACCESS TO RECORDS.

All records required by these procedures pertaining to American Broadband and Telecommunications Company (“American Broadband”) 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 American Broadband’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.

Attachment 1 to the Stipulation depicts the non-rural exchanges where American Broadband is designated for ETC status.

D. RECORDS OF COMPLAINTS

1. American Broadband 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 American Broadband 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, American Broadband 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

and acted upon by another consumer representative or supervisory personnel of American Broadband. If the applicant or Customer continues to express dissatisfaction after the supervisory personnel have addressed the problem, American Broadband shall further direct the supervisory personnel to provide the complainant 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. American Broadband shall post on its website the contact information of the External Affairs Section of the Commission

E. DESIGNATED SERVICE AREA.

American Broadband 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, American Broadband 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 American Broadband may not be able to supply service to customers in American Broadband's Designated Service Area, described in Paragraph E above, within ten (10) calendar days of the date of approval of their eligibility), American Broadband 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 American Broadband, stating the order number assigned by American Broadband 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 American Broadband.
3. Under circumstances where the period to provide Lifeline service exceed 30 calendar days, American Broadband shall file a letter with the Commission stating the circumstances causing the delay, explaining whether such circumstances are beyond American Broadband'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 American Broadband 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. American Broadband 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. American Broadband will make attempts to resolve emergencies at all hours, consistent with the bona fide needs of customers and the personal safety of American Broadband's employees. In almost all cases, American Broadband will be able to reestablish service within 24 hours. If unusual repairs are required, or other factors will prevent the prompt reestablishment of service, American Broadband 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 American Broadband's control or under the control of American Broadband'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), American Broadband 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 American Broadband's LBUS Plans.

Record Keeping and Reports

4. American Broadband shall keep records regarding outages described in Rule 2187(f)(II)(C). American Broadband shall inform Customers of the potential of future service unavailability when American Broadband 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. American Broadband 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 American Broadband's ETC annual report, as required by Rule 2187(f)(II)(C).

H. ADVERTISING

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

I. NETWORK REQUIREMENTS

Intra-LATA Interexchange Toll Dialing Pattern. American Broadband will comply with all NANP dialing pattern requirements.

J. REPORTING REQUIREMENTS

American Broadband 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). American Broadband 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. American Broadband 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 CTIA consumer code for wireless service. This certification shall be filed with the Commission as part of American Broadband's ETC annual report, as required by Rule 2187(f)(II)(D) and (E).
3. 911 Surcharge Report. American Broadband shall submit to the Commission as a compliance filing a copy of the Department of Revenue (DOR) DR 526 Form and all documentation and workpapers 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 American Broadband agrees to provide on a confidential basis, subscriber-specific data, including subscriber name, address, and zip code, for:
 - a. American Broadband Lifeline customers receiving two or more Lifeline subsidies per household in that same month from American Broadband,
 - b. New Lifeline customers enrolled in American Broadband' Lifeline service,
 - c. Lifeline customers removed from Lifeline service due to non-American Broadband, and
 - 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. American Broadband will identify Lifeline customers who have not used American Broadband Lifeline service for 60 consecutive days in accordance with American Broadband'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 60 consecutive days of non-use, American Broadband 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 will result in de-enrollment from the Lifeline program.
 - b. If the customer does not respond to the notice as provided above, the customer is de-enrolled from the Lifeline program and American Broadband does not request further Lifeline reimbursement for the customer from USAC or any state Universal Service Fund Administrator. American Broadband will report annually to the FCC the number of customers de-enrolled for non-usage by month.
 - c. During the entire 60 day period, American Broadband'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 American Broadband to add to the customer's plan; (3) answering an incoming call from a party other than American Broadband; or (4) responding to a direct contact from American Broadband confirming that the customer wants to continue receiving the service.
2. The Customer shall be notified in writing of American Broadband's intention to discontinue Lifeline services due to the Lifeline customer no longer meeting the qualification criteria upon notification from CDHS. Any notice shall clearly state that the customer contact CDHS registration system to verify eligibility. American Broadband 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. American Broadband 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 American Broadband'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 American Broadband and, to the best

of his/her knowledge, no one else in his/her household is receiving Lifeline supported service.

- a. American Broadband 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. American Broadband 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 American Broadband within 30 days;
 - e. If the Lifeline subscriber provided a temporary residential address to American Broadband, he or she will be required to verify his or her temporary residential address every 90 days¹; and
 - f. The Lifeline subscriber will notify American Broadband 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. American Broadband 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. American Broadband shall immediately investigate any notification from the Commission, FCC or USAC regarding any Lifeline customer receiving duplicate subsidy from another carrier or from American Broadband. If it is determined that the Lifeline customer is receiving duplicate subsidy, American Broadband 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. American Broadband 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 American Broadband to provide Lifeline service, American Broadband shall promptly remove the customer's Lifeline service and remove customer from any USAC reimbursement.

¹ American Broadband 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.

4. American Broadband shall deal directly with the subscriber to certify and verify the subscriber's Lifeline eligibility on an annual basis.
5. American Broadband shall explain in prominent, plain, easily comprehensible language to all new and potential subscribers that no consumer is permitted to receive more than one Lifeline subsidy.
6. American Broadband shall ensure that all marketing materials for the service make clear that it is a Lifeline-supported service.
7. American Broadband shall promptly, de-enroll any subscriber whom American Broadband determines is no longer eligible for Lifeline service or when American Broadband becomes aware that the subscriber is no longer eligible for Lifeline service. American Broadband shall promptly remove a customer's Lifeline service and remove the customer from any USAC reimbursement.

N. 911 CALLING

1. American Broadband shall provide access to 911 service. If service is disconnected or minutes are depleted, customers may still make 911 calls and calls to the Customer Service number (611).
2. American Broadband 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 American Broadband 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 American Broadband's customer service representatives, available at a minimum from 8am – 5pm CST Monday through Friday by dialing 611 from an American Broadband handset, and online at (www.AmericanBroadbandtelecom.net). Customers may obtain directory assistance by dialing 411 from an American Broadband handset.

P. LIMITATIONS OF LIABILITY

Because American Broadband 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 American Broadband are subject to the terms, conditions and limitations specified herein and in American Broadband's Terms of Service available on American Broadband's website (www.AmericanBroadbandtelecom.net).

Q. CUSTOMER DISCONNECTION

1. American Broadband 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)) except for the following reasons:

- a. If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
 - b. Upon order by any court, the Commission, or any other duly authorized public authority; or
 - c. For a violation of American Broadband's terms and conditions or Commission rule that may adversely affect the safety of any person or the integrity of American Broadband's service; or
 - d. 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
 - e. 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 American Broadband disconnects service to Lifeline Customer for any reasons stated above, American Broadband will immediately cease seeking reimbursement from the Lifeline universal service fund for that Customer.

**LIFELINE BASIC UNIVERSAL SERVICE OFFERING
OF AMERICAN BROADBAND AMERICAN BROADBAND AND
TELECOMMUNICATIONS COMPANY**

The following contains a detailed description of American Broadband and Telecommunications Company (“American Broadband”) Lifeline Basic Universal Service (LBUS) initial offering in Colorado.

A. AMERICAN BROADBAND'S LBUS OFFERING

American Broadband’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. American Broadband’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 American Broadband’s LBUS Offering will be able to reach a public safety answering point by dialing "911" regardless of activation status. American Broadband will provide its Lifeline customers with 911 and E911 compliant handsets and replace non-compliant handsets at no additional charge.
3. Toll Limitation. American Broadband’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. American Broadband will make available services for the hearing impaired. Customers may contact American Broadband for more information.

¹ Nothing in this Paragraph A(4) shall modify American Broadband’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. AMERICAN BROADBAND

. THE PRICING FOR AMERICAN BROADBAND'S LBUS OFFERING

1. American Broadband 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. American Broadband shall remit and pay the Colorado High Cost charge, if required by law, 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 Attachment 1.

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

American Broadband's LBUS Offering is available to customers within the exchanges in which American Broadband has been designated as an ETC. American Broadband shall not offer its LBUS Plans in exchanges other than those listed in Attachment 1 to the Stipulation. American Broadband shall file an application with the Commission if it expands its footprint to exchanges not listed in Attachment 1.

D. AMERICAN BROADBAND'S LBUS PLANS

American Broadband shall provide the following LBUS Plans to eligible Lifeline customers:

Plan	Minutes	Text	Data (MB)	Retail Price	Lifeline Discount	Net Cost to Lifeline Customer
LBUS Plan #1	250	250	Blocked	\$9.25	\$9.25	\$0.00
LBUS Plan #2	500	500	0	\$19.95	\$9.25	\$10.75
LBUS Plan #3	Ability to apply subsidy to non Lifeline Plans	Varies	Varies	Varies	\$9.25	Varies

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.



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
Internet: <http://www.fcc.gov>
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WIRELINE COMPETITION BUREAU APPROVES THE COMPLIANCE PLANS OF AMERICAN BROADBAND & TELECOMMUNICATIONS, BUDGET PREPAY, CONSUMER CELLULAR, GLOBAL CONNECTION, TERRACOM AND TOTAL CALL

WC Docket Nos. 09-197 and 11-42

The Wireline Competition Bureau (Bureau) approves compliance plans of six telecommunications carriers: American Broadband & Telecommunications; Budget Prepay, Inc.; Consumer Cellular, Inc.; Global Connection, Inc. of America; TerraCom, Inc.; and Total Call Mobile, Inc. filed pursuant to the *Lifeline Reform Order* as a condition of obtaining forbearance from the facilities requirement of the Communications Act of 1934, as amended (the Act), for the provision of Lifeline service.¹

The Act provides that in order to be designated as an eligible telecommunications carrier for the purpose of universal service support, a carrier must “offer the services that are supported by Federal universal service support mechanisms . . . either using its own facilities or a combination of its own facilities and resale of another carrier’s services”² The Commission recently amended its rules to define voice telephony as the supported service and removed directory assistance and operator services, among other things, from the list of supported services.³ As a result of these amendments, many Lifeline-only ETCs that previously met the facilities requirement by relying on operator services, directory assistance or other previously supported services no longer meet the facilities requirement of the Act.⁴ In the *Lifeline Reform Order*, the Commission found that a grant of blanket forbearance of the facilities

¹ See *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11, at paras. 379-380 (rel. Feb. 6, 2012) (*Lifeline Reform Order*). A list of the compliance plans approved through this Public Notice can be found in the Appendix to this Public Notice.

² 47 U.S.C. § 214(e)(1)(A).

³ See *Connect America Fund*, WC Docket No. 10-90 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd 17663, 17692-93, paras. 77-78, 80 (2011) (*USF/ICC Transformation Order*); *pets. for review pending sub nom. In re: FCC 11-161*, No. 11-9900 (10th Cir. filed Dec. 8, 2011); *Connect America Fund*, WC Docket No. 10-90 *et al.*, Order on Reconsideration, 26 FCC Rcd 17633, 17634-35, para. 4 (2011) (*USF/ICC Transformation Order on Reconsideration*).

⁴ See *Lifeline Reform Order*, FCC 12-11, at para. 366, App. A; *USF/ICC Transformation Order on Reconsideration* at para. 4. Some ETCs have included language in their compliance plans indicating that they have facilities or plan to acquire facilities in the future. See, e.g., Budget PrePay, Inc. Petition for Designation as an Eligible Telecommunications Carrier, WC Docket Nos. 09-197 and 11-42, Compliance Plan of Budget PrePay, Inc. at 3 n. 6 (filed May 1, 2012). To the extent ETCs seek to avail themselves of the conditional forbearance relief established in the *Lifeline Reform Order*, we presume they lack facilities to provide the supported service under section 54.101 and 54.401 of the Commission’s rules. See 47 C.F.R. §§ 54.101 and 54.401. Such ETCs must comply with the compliance plan approved herein in each state or territory where they are designated as an ETC, regardless of their claim of facilities for other purposes, such as eligibility for state universal service funding.

requirement, subject to certain public safety and compliance obligations, is appropriate for carriers seeking to provide Lifeline-only service.⁵ Therefore, in the *Lifeline Reform Order*, the Commission conditionally granted forbearance from the Act's facilities requirement to all telecommunications carriers seeking Lifeline-only ETC designation, subject to the following conditions: (1) compliance with certain 911 and enhanced 911 (E911) public safety requirements; and (2) Bureau approval of a compliance plan providing specific information regarding the carrier and its service offerings and outlining the measures the carrier will take to implement the obligations contained in the *Order*.⁶

The Bureau has reviewed the compliance plans listed in the Appendix for conformance with the *Lifeline Reform Order*, and now approves those six compliance plans.⁷

Filings, including the Compliance Plans identified in the Appendix, and comments are available for public inspection and copying during regular business hours at the FCC Reference Information Center, Portals II, 445 12th Street, S.W., Room CY-A257, Washington, D.C. 20554. They may also be purchased from the Commission's duplicating contractor, Best Copy and Printing, Inc., Portals II, 445 12th Street, S.W., Room CY-B402, Washington, D.C. 20554, telephone: (202) 488-5300, fax: (202) 448-5563, or via email www.bcpiweb.com.

People with Disabilities: To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an email to fcc504@fcc.gov or call the Consumer & Governmental Affairs Bureau at (202) 418-7400 or TTY (202) 418-0484.

For further information, please contact Divya Shenoy, Telecommunications Access Policy Division, Wireline Competition Bureau at (202) 418-7400 or TTY (202) 418-0484.

- FCC -

⁵ See *Lifeline Reform Order*, FCC 12-11 at paras. 368-381.

⁶ See *id.* at paras. 373 and 389. Subsequently, the Bureau provided guidance for carriers submitting compliance plans pursuant to the *Lifeline Reform Order*. *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197 and 11-42, Public Notice, 27 FCC Rcd 2186 (Wireline Comp. Bur. 2012).

⁷ The Commission has not acted on any pending ETC petitions filed by these carriers, and this Public Notice only approves the compliance plans of the carriers listed above. While these compliance plans contain information on each carrier's Lifeline offering, we leave it to the designating authority to determine whether or not the carrier's Lifeline offerings are sufficient to serve consumers. See *Lifeline Reform Order*, FCC 12-11 at paras. 50 and 387.

Appendix

Petitioner	Compliance Plans As Captioned by Petitioner	Date of Filing	Docket Numbers
American Broadband & Telecommunications	American Broadband & Telecommunications Revised Compliance Plan	April 27, 2012	09-197; 11-42
Budget PrePay, Inc.	Compliance Plan of Budget PrePay, Inc.	May 1, 2012	09-197; 11-42
Consumer Cellular, Inc.	Consumer Cellular Amended Revised Compliance Plan	April 18, 2012	09-197; 11-42
Global Connection, Inc. of America	Global Connection Inc. of America Compliance Plan	April 30, 2012	09-197; 11-42
TerraCom, Inc.	TerraCom, Inc. Second Revised Blanket Forbearance Compliance Plan	May 1, 2012	09-197; 11-42
Total Call Mobile, Inc.	Total Call, Inc. Revised Compliance Plan	May 17, 2012	09-197; 11-42

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

_____)	
In the Matter of)	
)	
Federal-State Joint Board on)	WC Docket No. 09-197
Universal Service)	
)	
Lifeline and Link Up Reform Modernization))	WC Docket No. 11-42
)	
Petition for Forbearance)	
_____)	

**AMERICAN BROADBAND & TELECOMMUNICATIONS
REVISED COMPLIANCE PLAN**

Background

On February 25, 2011, American Broadband & Telecommunications (“American Broadband” or “Company”) filed a Petition for Forbearance (“Petition”) requesting that the Federal Communications Commission (“FCC” or “Commission”) forbear from enforcement of section 214(e)(1)(A) of the Act, which requires eligible telecommunications carriers (“ETC”) to use their own facilities to provide services supported by the Universal Service Fund (“USF”). The Commission issued a Public Notice seeking comment on American Broadband & Telecommunications’ Petition and no comments opposing the Petition were filed.¹ On June 30, 2011, the Company filed its initial draft Compliance Plan outlining its proposed compliance with the usual Commission conditions for ETCs. The Commission sought comment on the Plan and the Company subsequently filed an updated draft Plan on December 2, 2011.

¹ *Wireline Competition Bureau Seeks Comments on American Broadband & Telecommunications Petition for Forbearance from Eligible Telecommunications Carrier Facilities Requirement*, Public Notice, DA 11-641 (rel April 7, 2011).

On January 31, 2012, the Commission approved several modifications to its Lifeline rules and provided blanket forbearance for non-facilities-based carriers wishing to provide Lifeline only services. In the *Lifeline Reform Order*,² the Commission noted that a carrier must comply with 911 requirements (which American Broadband already does) and file a Compliance Plan that provides specific information on the low income offerings of the carrier as well as outlining the steps the carrier will take to comply with the order, specifically with regards to the prevention of waste, fraud and abuse.³ On March 13, 2012, American Broadband filed a revised compliance plan pursuant to the *Lifeline Reform Order*. With this filing, American Broadband makes several minor revisions to the March 13 filing. Through this revision, American Broadband demonstrates its current compliance with the *Lifeline Reform Order*, and willingness to comply with forthcoming procedures outlined in the order (such as use of the National Lifeline database), when such procedures become effective.

The *Lifeline Reform Order* also states that carriers like American Broadband who have pending Compliance Plans at the Commission should revise them to comply with the *Lifeline Reform Order*.⁴ As such, American Broadband files this revised Compliance Plan, which complies with the requirements of the *Lifeline Reform Order*. American Broadband respectfully requests expeditious approval of its proposed Compliance Plan.

² *Lifeline and Link Up Reform and Modernization, et al*, Report and Order and Further Notice of Proposed Rulemaking, WC Docket 11-42, *et al*, FCC 12-11, (rel. February 6, 2012) (“*Lifeline Reform Order*”).

³ *Lifeline Reform Order*, ¶ 368.

⁴ *Id.*, at n. 983.

COMPLIANCE PLAN

American Broadband commends the Commission's commitment to a nationwide communications system that promotes the safety and welfare of all Americans, including Lifeline customers. American Broadband will comply with all conditions set forth in any Commission order, the provisions of this Compliance Plan, and all laws and regulations governing its provision of Lifeline-supported wireless service (both non-facilities-based and facilities-based) to customers throughout our service territories and in addition take the steps set forth herein.

I. Access to 911 and E911 Services

American Broadband will provide its Lifeline customers with access to 911 and E911 services immediately upon activation of service. The Commission removed the requirement to obtain PSAP certifications from Low Income only ETCs in the *Lifeline Reform Order*, but reaffirmed the obligation to provide consumer access to 911 and E911 regardless of activation status and to provide E911-compliant handsets.⁵ American Broadband can comply with both requirements immediately.

The Commission and consumers are hereby assured that all American Broadband customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from American Broadband handsets, even if the account associated with the handset has no minutes remaining. All Lifeline customers will have meaningful access to emergency calling services at the time the

⁵ *Lifeline Reform Order*, ¶¶ 373-75.

customer activates Lifeline service, and that such access will continue regardless of the customer's account status or the availability of prepaid minutes.

The Company's existing practices currently provide access to 911 and E911 services to the extent that these services have been deployed by its underlying carriers, such as Sprint and Verizon. American Broadband also currently enables 911 emergency calling services for all properly activated handsets regardless of whether the account associated with the handset is active, suspended or terminated. Finally, the Company transmits all 911 calls initiated from any of its handsets even if the account associated with the handset has no remaining minutes.

II. E911-Compliant Handsets

American Broadband & Telecommunications will ensure that all handsets used in connection with the Lifeline service offering will be E911-compliant. In fact, American Broadband's phones have always been and will continue to be 911 and E911-compliant. American Broadband uses phones from Sprint and Verizon that have been through a stringent certification process in either Sprint's or Verizon's handset certification lab, which ensures that the handset models used meet all 911 and E911 requirements. As a result, any customer that qualifies for and elects Lifeline service will already have a 911/E911-compliant handset, which will be confirmed at the time of enrollment in the Lifeline program. In the event that an existing customer does not have an E911-compliant handset, American Broadband will replace it with a new 911/E911-compliant handset at no charge to the customer. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well, free of charge.

III. Certification of Lifeline Customers' Eligibility

To safeguard against misuse of the Lifeline service plan, American Broadband will deal directly with the customer and collect initial and annual certifications required by the *Lifeline Reform Order*. As required by the Order, American Broadband will establish safeguards to prohibit more than one supported service for each household. American Broadband proposes the following plan to implement these certification and verification conditions and will modify the plan to conform to any new rules and orders, once issued and effective:

A. Policy

American Broadband will comply with the minimum federal certification and verification requirements for Lifeline eligibility and any additional requirements established by the states where it is designated as an ETC.

In addition to any state-imposed requirements, American Broadband will certify at the outset and will verify annually consumers' Lifeline eligibility in accordance with the Commission's requirements. American Broadband will enact the same stringent requirements of annual re-certification that it currently uses with its wireline Lifeline service offering. This process requires a customer signed, annual certification form to be entered into our systems prior to any benefits being extended for the next year.

B. Certification Procedures

American Broadband will implement certification procedures that enable consumers to demonstrate their eligibility for Lifeline assistance by contacting American Broadband via telephone, facsimile, or the Internet. At the point of sale, consumers will be provided with printed information describing American Broadband's Lifeline program, including eligibility requirements, and instructions for enrolling. Materials from USAC, that will be developed

pursuant to the *Lifeline Reform Order*, may also be provided at the point of sale. Specific information will be provided to educate consumers about the one per household rules. Consumers will be signed up in person or directed via Company literature or advertising to a toll-free telephone number and to American Broadband's website, which will contain a link to information regarding the Company's Lifeline service plan, including a detailed description of the program and state-specific eligibility criteria. American Broadband's application form for its wireless service will identify that it is a "Lifeline" application. A sample application form is attached hereto as Exhibit A. In addition to this document, applicants will be required to complete USAC's application form that will be developed pursuant to the *Lifeline Reform Order*, when that form is available.⁶

American Broadband understands and accepts the Commission's requirement that the Company have direct contact with all customers applying for participation in the Lifeline program. American Broadband enrolls individuals through two methods: person-to-person sign-up at areas set up at state government agencies or by application submitted by the individual. First, American Broadband has an employee or agent located in state government offices where members of the public come to meet with their case workers and sign up for various state programs. The agent will explain the eligibility requirements for the program, including participation in a qualifying program or earning income below 135% of the Federal Poverty Guidelines and will verify the individual's eligibility based on a meeting with the person's case worker and verifying documentation obtained from the case workers. The agent will also explain the program limitation of only one Lifeline service per household. Before the service is

⁶ *Lifeline Reform Order*, ¶ 78.

authorized, the individuals eligibility is also verified through the relevant databases as described in further detail below.

Alternatively, individuals may obtain a copy of the application at these state government offices, fill out the necessary information, sign the form and fax them to American Broadband for processing. These applications are also verified through the state case workers and review of the necessary documentation from the case worker. If an individual contacts American Broadband for service via phone, they are instructed to visit an agent (located in governments offices) to receive an application, complete it and fax it to the company. American Broadband does not undertake any outbound telemarketing nor do they accept applications online or over the phone. American Broadband will provide Lifeline-specific training to all personnel, whether employees or agents, that interact with actual or prospective consumers with respect to obtaining, changing or terminating its Lifeline services.

Consumers who do not complete the application process in person must return the signed application and support documentation to the Company, normally by fax. In the future, should the Company use an electronic application process, consistent with Commission regulations, the Company will develop a system to accept electronic signatures that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 USC § 7001-7006, and any applicable state laws. Processing of consumers' applications, including review of all application forms and relevant documentation will be performed under American Broadband's supervision by managers experienced in the administration of the Lifeline program. American Broadband will ensure that all required documentation is taken care of properly by using state-specific compliance checklists.

In addition to the Commission's requirements, in states with program-based eligibility criteria, the form will list each of the qualifying programs, and the applicant will be required to identify the program(s) in which they participate, and to furnish proof that they currently participate in such program(s). For states with income-based eligibility criteria, the applicant will be required to certify under penalty of perjury that their household income does not exceed the relevant threshold (*e.g.*, 135% of the Federal Poverty Guidelines for federal default states) and will be required to provide proof of income-based eligibility. American Broadband will not retain copies of this information, but rather will maintain a database that records what information was provided.⁷ Notwithstanding the foregoing with respect to program or income eligibility, for states that require American Broadband to enroll subscribers identified by the state or as eligible in a state database, American Broadband may continue to rely on the state identification or database. In addition, the Lifeline application form will include a certification section where the applicant must attest and sign under penalty of perjury that the applicant's representations are true and correct. Applicants will also be required to certify under penalty of perjury that they are head of their household and receive Lifeline-supported service only from American Broadband. Penalties for perjury will be clearly stated on the certification form. American Broadband will use substantially the following form of its certification both in the initial application and annually:

By signing below, I certify under penalty of perjury – (additionally, please initial each of the 11 statements below)

1. The information contained within this application is true and correct. I acknowledge that providing false or fraudulent documentation in order to receive assistance is punishable by fines, imprisonment, de-enrollment or being barred from the program

⁷ *Lifeline Reform Order*, ¶ 101.

2. I understand that Lifeline is a federal benefit and is only available for one phone line per household, whether landline or wireless. For purposes of the Lifeline program, a household is any individual or group of individuals who live together at the same address and share income and expenses. Violation of the one-per-household requirement is a violation of FCC rules, will result in de-enrollment from the Lifeline program and potentially prosecution by the federal government. _____

3. I understand that households are not permitted to receive Lifeline benefits from multiple providers. (Some Lifeline services are not marketed under a "Lifeline" name; these include Lifeline services sold under the names AT&T Lifeline, Assurance Wireless, and Safelink.) I certify that to the best of my knowledge, I, and any members of my household, will only receive Lifeline from American Broadband & Telecommunications (AB&T). _____

4. I understand that I must notify AB&T within 30 days if I cease to participate in a qualifying federal program or my annual household income exceed this threshold. _____

5. I understand that I must cancel any Lifeline service or port my number to AB&T prior to establishing my service with AB&T. _____

6. I understand that Lifeline is a non-transferrable benefit and certify that I will only use this phone for my household's own use and will not resell or transfer it. _____

7. I will notify AB&T within 30 days if I, or any member of my household, no longer qualify for Lifeline, I or any members of my household move, or if I, or any member of my household, are receiving more than one Lifeline-supported service. _____

8. I understand that I may be required to re-certify my continued eligibility at any time, and at least annually, and failure to so will result in the termination of my Lifeline benefits _____

9. I certify that I meet the income-based or program-based eligibility criteria for receiving Lifeline service as described by FCC rules _____

10. I understand that my name, telephone number, and address will be divulged to the Universal Service Administrative Company (USAC) (the administrator of the program) and/or its agents for the purpose of verifying that I, or my household, do not receive more than one Lifeline benefit. I consent to inclusion of this information in the support database. _____

11. I understand that if I have listed a temporary residential address, I will be required to verify my temporary residential address every 90 days. _____

Perjury and false statements are punishable by fines and/or imprisonment.

Signature (required) _____ Date _____

To the extent that USAC's disclosure and application form that is to be developed pursuant to the *Lifeline Reform Order* duplicates these disclosures, this form may be modified to eliminate duplication or eliminated outright if fully covered by the USAC certification form. In such event, American Broadband will use the USAC-developed certification form. Customers will also be provided a verification form consistent with parameters described in the annual Verification section described below. The application forms will require each applicant to provide their name and permanent residential address, and a billing address if different. American Broadband will incorporate this information into its customer information database. These forms will also collect a customer's date of birth and last four digits of the customer's Social Security Number as required by the *Lifeline Reform Order*.⁸ Prior to initiating service for a customer, the Company will check the name and address of each Lifeline applicant (and the personal information required for verification) against its database to determine whether or not it is associated with a customer that already receives Lifeline-supported service, and will then review the application to ascertain whether the applicant is attempting to receive Lifeline-supported service for more than one handset or wireline phone associated with the address. American Broadband will also check the name and address against the national Lifeline database prior to initiating service, once such database is operational. If the Lifeline applicant or address is listed as a duplicate, the applicant will be required to complete the certification developed by USAC, that they live at a multiple household address. American Broadband will also verify a customer's eligibility using the database by collecting the customer's data of birth and last four digits of the customer's social security number and using this information to complete the

⁸ *Lifeline Reform Order*, ¶ 184.

verification process established by the *Lifeline Reform Order*. In addition, prior to requesting a subsidy, American Broadband will process and validate American Broadband's subsidy data, consistent with the standard procedures to be established by USAC and the forthcoming Lifeline database to automatically prevent any household that is already receiving a Lifeline subsidy for services provided by American Broadband from receiving a second Lifeline subsidy in that same month. Further, any prepaid customers who do not use the service in the first instance or who have not used the service within the past 60 days will not be considered active customers for the purposes of requesting subsidies.⁹ For customers who are de-activated for non-usage, American Broadband will update USAC's Lifeline database (when it becomes operational) within one business day of the de-enrollment of the customer from the Lifeline service. American Broadband will provide Lifeline-specific training to all personnel, whether employees or agents, that interact with actual or prospective consumers with respect to obtaining, changing or terminating its Lifeline services.

American Broadband shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that the procedures it will implement will prevent American Broadband customers from engaging in such abuse of the program. American Broadband will make full use of the national Lifeline database when it is operational. In the interim, because of American Broadband's relationship with multiple government agencies throughout our service territory, we are also able to certify eligibility directly with the state agency that provides benefits which qualify customers for Lifeline eligibility.

⁹ See Usage Policy, below.

C. Verification Procedures

American Broadband will require every consumer enrolled in the Lifeline program to verify on an annual basis that they are the head of their household and only receive Lifeline service from one ETC.¹⁰ American Broadband will notify each participating Lifeline consumer prior to their service anniversary date that they must confirm their continued eligibility in accordance with the applicable requirements. This notification will be mailed via the U.S. Postal Service to the address the subscriber has on record with American Broadband. The notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact American Broadband. Customers will have 60 days to complete the form, certify under penalty of perjury that they are the head of household and receive Lifeline service only from American Broadband, and return the form to American Broadband by mail or other means that may be developed in the future. The form will remind customers that Lifeline is a federal benefit, that it is only available for one line per household, that “household” in the context of the certification means any individual or group thereof who live together at the same address and share income and expenses, and that a household may not have service from multiple providers. The form will include a statement that violation of these rules constitutes a violation of the program’s rules that will result in immediate de-enrollment from the program and could be the basis for federal criminal prosecution.¹¹ Anyone who does not respond to the mailing and certify their continued eligibility will be de-enrolled from the Lifeline program.

¹⁰ *Lifeline Reform Order*, ¶ 92. Note that in the future, American Broadband may elect to have USAC administer the self-certification process on its behalf, to the extent that option is available in a given state.

¹¹ *Lifeline Reform Order*, ¶ 121.

Currently, customers will be required to complete the verification process by mail; however, American Broadband will offer additional options, such as web-based methods, in the future. Such verification will be required in order for the consumer to continue to receive free Lifeline service or to purchase prepaid airtime from American Broadband at the discounted rate only available to those customers who are enrolled in its Lifeline program. American Broadband will report annually on its verification and re-verification procedures as required by the recently amended section 54.416 of the Commission's Rules.¹²

American Broadband submits that its Compliance Plan fully satisfies the conditions of the *Lifeline Reform Order*. Implementation of the procedures, outlined in this plan, will promote public safety and ensure that Lifeline customers have access to 911 and E911 services while safeguarding against misuse of the company's Lifeline service benefits.

IV. Additional Measures to Prevent Waste, Fraud, and Abuse

A. Non-usage Policy

American Broadband will implement a non-usage policy whereby we will identify pre-paid Lifeline customers that have not used the Company's Lifeline service for 60 days. Specifically, if no usage appears on an activated American Broadband pre-paid Lifeline customer's account during any continuous 60-day period, American Broadband will promptly notify the customer that the customer is no longer eligible for American Broadband Lifeline service subject to a 30-day grace period. During the 30-day grace period, American Broadband will engage in outreach efforts to determine whether the customer desires to remain on the Company's Lifeline service. If the customer's account does not show any customer-specific activity during the 30-day grace period (such as making or receiving a voice call to/from anyone

¹² *Lifeline Reform Order*, ¶ 120.

other than American Broadband or its agent, sending a text message, downloading data or adding money to the account), American Broadband will deactivate Lifeline services for that customer unless the customer affirmatively responds confirming that the customer wants to continue receiving Lifeline. In addition, American Broadband will not seek to recover a federal Universal Service Fund subsidy for the minutes provided to the customer during the grace period or thereafter report that customer on its USAC Form 497 unless the customer reinitiates service. Customers will be informed at the time service is initiated of the deactivation and de-enrollment process that will occur as a result of non-usage.¹³

Customers that receive phones via mail rather than in person must activate their service before they can place calls. American Broadband ensures that phones shipped to customers are only capable of calling 911 and the Company's interactive voice response ("IVR") system. A customer must call the IVR in order to complete the activation process. The Company does not submit a customer who received a shipped phone for Lifeline reimbursement until the customer completes this IVR activation process. American Broadband will apply this activation policy for shipped wireless handsets.

American Broadband will consult with the state commissions (PUCs) in the states where it provides Lifeline services regarding implementation of the policy described above. American Broadband expects that certain state PUCs or similar agencies may seek to incorporate state-specific variations to the policy. Consequently, American Broadband may modify the parameters of the inactivity policy described herein after consultation with the respective state PUCs.

¹³ *Lifeline Reform Order*, ¶ 257.

B. Customer Education with Respect to Duplicates

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, American Broadband will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. Customers shall also be informed that the service is non-transferable. These measures entail additional emphasis in written disclosures as well as live due diligence.

- a) Call Center and Sales Script – American Broadband will emphasize the “one Lifeline phone per household” restriction through its interaction with the potential customer at the call center. American Broadband will also emphasize the “one Lifeline phone per household” restriction through its direct sales contact with the potential customer. The sales training materials will include a discussion of the limitation to one Lifeline phone per household, and the need to ensure that the customer is informed of this restriction. Attached as Exhibit B is a sample of training material that is used to educate sales personnel of the FCC’s regulations regarding the definition of household and the prohibition on multiple lines.
- b) Marketing, Advertising and Website Content – American Broadband, in its marketing materials, will reinforce the limitation of one Lifeline phone per household. Attached as Exhibit C is a copy, to scale, of a two by three foot advertisement display, and description of wireless offerings.
- c) In addition to reminding consumers of the one-per-household rule, American Broadband will comply with the other marketing requirements in the *Lifeline Reform Order* and will explain in all marketing materials that the service offering is a Lifeline-supported service, only eligible consumers may enroll, what documentation is necessary for enrollment, Lifeline is a government benefit program, and consumers who willfully make false statements to obtain Lifeline can be punished by fine or imprisonment or barred from the program.

These statements will also appear on the company’s website (www.ambt.net) during the customer information/education cycle. At the point on its website when a customer inputs his/her zip code to verify that American Broadband offers service in their area, American Broadband will display the required marketing language in the section where the website explains the service and rate plan options. The message would flash to draw attention to it. In addition, American Broadband will include in its printed materials and website substantially the following statement “Not all Lifeline supported programs are identified as ‘Lifeline’ and may be marketed under other brand names.”

C. Cooperation with state and federal regulators

American Broadband has and will continue to cooperate with federal and state regulators to prevent waste, fraud and abuse, including:

- Sharing with state commissions (PUC), the FCC or USAC data that will enable that state, the FCC or USAC to determine whether some consumers are enrolled in more than one Lifeline program. Specifically, American Broadband agrees to make available state-specific customer data, including name and address, to each state PUC where it operates, the FCC or USAC for the purpose of permitting the PUC, FCC or USAC to determine whether an existing Lifeline customer receives Lifeline service from another carrier, and will participate in such a duplicate resolution process, provided that costs for participation are reasonable or defrayed through the universal service contribution mechanisms;
- Promptly investigate any notification that it receives from a state PUC, the FCC or USAC that one of its customers already receives Lifeline service from another carrier;
- Immediately deactivate a customer's Lifeline service and no longer report that customer on USAC Form 497 if American Broadband's investigation, a state, the FCC or USAC concludes that the customer receives Lifeline services from another carrier in violation of the Commission's regulations and that American Broadband's Lifeline service should be discontinued such as a de-enrollment notification pursuant to the FCC's June 17, 2011 Report and Order (Section III, B.).

V. Included Usage

American Broadband will offer at least one Lifeline plan that provides consumers with at least 250 included minutes-of-use per month at the lowest end user rate permitted under FCC rules. This provision will expire 36 months from the date of approval of this Compliance Plan.

VI. Service Areas

American Broadband operates as a wireline and wireless carrier in the states of Michigan, Ohio and Indiana. In Michigan, American Broadband is an ETC serving wireline Lifeline customers and has an application pending to provide Lifeline-only wireless services. American Broadband's service territory in Michigan includes the non-rural wire centers and study areas of AT&T Michigan, Frontier North, Inc., Frontier Midstates, Inc., CenturyTel Midwest - Michigan,

Inc., CenturyTel of Michigan, Inc., CenturyTel of Northern Michigan, Inc., CenturyTel of Upper Michigan, Inc., Frontier Communications of Michigan, Inc., Deerfield Farmer's Telephone Company, Ogden Telephone Company, and Sand Creek Telephone Company. In Ohio, the Company is designated as an ETC for wireline services and has an application pending to provide Lifeline-only wireless services in certain exchanges of Verizon North Inc. and AT&T Ohio. In Indiana, the company is licensed as a CLEC in the territories of Frontier and AT&T (fka Indiana Bell). The company serves approximately 1,000 customers in Indiana. The company currently has an application to become a ETC in Indiana pending before the Indiana Utility Regulatory Commission.

Note that American Broadband does not provide service to any Tribal areas, nor do its current business plans anticipate serving Tribal areas in the future. If and when American Broadband plans to expand its service to Tribal areas, American Broadband will amend its application and certification forms to reflect requirements specific to the service of Tribal areas.

VII. Statements required under Section 54.2002 of the Commission's Rules

A. Compliance with Service Requirements

American Broadband certifies that it does now, and will in the future comply with all applicable state and federal requirements applicable to the receipt of Lifeline support.

B. Emergency Functionality

American Broadband is technically qualified to remain functional during emergency situations. In particular, American Broadband's critical infrastructure, its Class 5 switch, is located in a facility that provides redundant and battery back-up power to minimize the risk of service outages during emergency situations. In addition, as a reseller of wireline and wireless

services, American Broadband relies on the network redundancy and disaster preparedness of its network suppliers.

C. Consumer Protection

American Broadband is committed to provide service consistent with appropriate standards for customer protection as established by the FCC and the applicable state Commissions (Ohio, Michigan and Indiana). For the Company's wireless services, American Broadband is committed to providing service in accordance with CTIA's Consumer Code for Wireless Service.

D. Technical and Financial Qualifications

In accordance with the *Lifeline Reform Order*,¹⁴ American Broadband submits that it is technically and financially qualified to operate as a Lifeline-only ETC. As noted above, American Broadband already operates as a wireline Lifeline ETC in the states of Michigan and Ohio, and is licensed as a telecommunications carrier in Ohio, Michigan and Indiana. American Broadband serves more than 30,000 customers in these three states, including more than 10,000 Lifeline-qualified wireline customers in Ohio and Michigan.

The Company's management has more than 50 years experience in the telecommunications industry. The Company owns and operates a partially facilities-based network, including a class 5 switch located in Toledo, Ohio. The Company's financial qualifications are well established, after having been deemed financially qualified to be both a licensed telecommunications carrier and an ETC by two state commissions. Lifeline customers are a relatively small part of the Company's overall revenue, and the Company is not dependent upon Lifeline support revenue as its primary source of income. The Company operates

¹⁴ *Lifeline Reform Order*, at ¶ 387.

profitably and has never filed for bankruptcy protection and plans measured expansion into neighboring states as business conditions allow.

American Broadband is a privately-held company and has no parent company and no affiliated companies. American Broadband has never been the subject of a state enforcement action or ETC revocation proceedings in any state.

E. Lifeline Service Offerings

The required information regarding the Company's Lifeline offerings is included in section V., above, as well as Exhibit C to this filing.

Conclusion

American Broadband respectfully requests that the Commission expeditiously approve its Compliance Plan so that the company may begin providing the benefits of Lifeline service to qualified low-income customers as soon as possible.

Respectfully submitted,

/s/ electronically signed

Tamar E. Finn
Douglas D. Orvis II
Kimberly A. Lacey
Bingham McCutchen LLP
2020 K Street, N.W.
Washington, DC 20006

Dated: April 27, 2012

Exhibit A

Sample Application Form

Wireless Lifeline Assistance Application

PLEASE MAIL OR FAX SIGNED APPLICATION TO:

ABT Wireless Lifeline— PO Box 577 Toledo, OH 43697

Toll free: 877-777-7922

Fax: 877-211-3705



PLEASE READ, INITIAL AFTER EACH STATEMENT AND SIGN THE FOLLOWING STATEMENT

By signing below, I certify under penalty of perjury – (additionally, please initial each of the 11 statements below)

1. The information contained within this application is true and correct. I acknowledge that providing false or fraudulent documentation in order to receive assistance is punishable by fines, imprisonment, de-enrollment or being barred from the program _____
2. I understand that Lifeline is a federal benefit and is only available for one phone line per household, whether landline or wireless. For purposes of the Lifeline program, a household is any individual or group of individuals who live together at the same address and share income and expenses. Violation of the one-per-household requirement is a violation of FCC rules, will result in de-enrollment from the Lifeline program and potentially prosecution by the federal government. _____
3. I understand that households are not permitted to receive Lifeline benefits from multiple providers. (Some Lifeline services are not marketed under a "Lifeline" name; these include Lifeline services sold under the names AT&T Lifeline, Assurance Wireless, and Safelink.) I certify that to the best of my knowledge, I, and any members of my household, will only receive Lifeline from American Broadband & Telecommunications (AB&T). _____
4. I understand that I must notify AB&T within 30 days if I cease to participate in a qualifying federal program or my annual household income exceed this threshold. _____
5. I understand that I must cancel any Lifeline service or port my number to AB&T prior to establishing my service with AB&T. _____
6. I understand that Lifeline is a non-transferrable benefit and certify that I will only use this phone for my household's own use and will not resell or transfer it. _____
7. I will notify AB&T within 30 days if I, or any member of my household, no longer qualify for Lifeline, I or any members of my household move, or if I, or any member of my household, are receiving more than one Lifeline-supported service. _____
8. I understand that I may be required to re-certify my continued eligibility at any time, and at least annually, and failure to so will result in the termination of my Lifeline benefits _____
9. I certify that I meet the income-based or program-based eligibility criteria for receiving Lifeline service as described by FCC rules _____
10. I understand that my name, telephone number, and address will be divulged to the Universal Service Administrative Company (USAC) (the administrator of the program) and/or its agents for the purpose of verifying that I, or my household, do not receive more than one Lifeline benefit. I consent to inclusion of this information in the support database. _____
11. I understand that if I have listed a temporary residential address, I will be required to verify my temporary residential address every 90 days. _____

Perjury and false statements are punishable by fines and/or imprisonment.

Signature _____

Date _____

Wireless Lifeline Assistance Application

PLEASE MAIL OR FAX SIGNED APPLICATION TO:
 ABT Wireless Lifeline- PO Box 577 Toledo, OH 43697
 Toll free: 877-777-7922
 Fax: 877-211-3705



PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

Your Name: _____
 (Last) (First) (Middle Initial)

Current Home Telephone Number: _____ Best Contact or Cell Number: _____

Residential Address: _____
 (Number) (Street) (Apartment, Floor)

City/Town: _____ State: _____ Zip Code: _____

Is this a Permanent Address? YES NO Date of Birth ____/____/____ Last 4 Digits of Your Social Security Number _____

Is this a multiple household address? YES NO Billing Address (if different from Residential address)

(Number) (Street) (Apartment, Floor) City/Town State Zip Code

Please Select Your Wireless Plan

- Lifeline Wireless Essentials 250 Lifeline Wireless Essentials 500 Lifeline Wireless Unlimited

Program Eligibility

I receive Assistance from one of the following programs (Check all that apply) (NOTE: Social Security and Medicare Alone **DO NOT** qualify for Lifeline):

- | | | |
|--|---|---|
| <input type="checkbox"/> Food Stamps | <input type="checkbox"/> Federal Public Housing and/or Section 8 | <input type="checkbox"/> Disability Assistance |
| <input type="checkbox"/> Medicaid (Not Medicare) | <input type="checkbox"/> Ohio or Michigan Works First /TANF | <input type="checkbox"/> National School Lunch Program |
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Low Income Home Energy Assistance (LIHEAP) | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) |
| <input type="checkbox"/> Federal Public Housing Assistance (Section 8) | | |

AMBT USE ONLY – Please identify which Program Documents from the Box above you used for proof of Program Eligibility

- | | | |
|---|---|--|
| <input type="checkbox"/> Proof of Food Stamp Participation | <input type="checkbox"/> Federal Public Housing and/or Section 8 | <input type="checkbox"/> Disability Assistance Participation Certification |
| <input type="checkbox"/> Medicaid (Not Medicare)- Program Documentation | <input type="checkbox"/> Ohio or Michigan Works First /TANF documentation | <input type="checkbox"/> National School Lunch Program Eligibility |
| <input type="checkbox"/> Supplemental Security Income (SSI) Participation | <input type="checkbox"/> Low Income Home Energy Assistance-Documents | <input type="checkbox"/> Temporary Assistance for Needy –TANF Cert |
| | <input type="checkbox"/> Federal Public Housing Assistance (Section 8) | |

Income Based Eligibility – DO NOT COMPLETE THIS SECTION IF YOU COMPLETED THE PROGRAM ELIGIBILITY SECTION ABOVE

Calculate **TOTAL** household income by reporting the income of all adult persons residing in your home in the appropriate category:

<u>Household Size</u>	<u>Maximum Yearly Income</u>
1	\$16,335
2	\$22,065
3	\$27,795
_____	\$ _____

Proof of Income Documentation Examples Include:

- Prior year's State or Federal income tax return **OR**
- Most recent type of current statement from the income source(s) noted below:
- Three consecutive months'** worth of your most current pay stubs
- Social Security benefits statement
- Veterans Administration benefits statement
- Retirement/Pension benefits statement
- Divorce decree or child support document
- Unemployment/Workers Compensation benefits statement

If you have more than 3 people in your household, write the number and add \$5,730 for each additional person on top of the \$27,795

I authorize AB&T to Contact my Case Worker to Verify Eligibility:

Name of Case Worker: _____ Phone Number: _____

Eligibility verified by (initial all that apply) (1) Reviewing Customer Documentation _____; (2) Contacting Caseworker _____; (3) Eligibility Database Verification _____

NOTE: YOU MUST COMPLETE BOTH SIDES OF THIS FORM BEFORE WE CAN PROCESS YOUR APPLICATION

FAX SIGNED APPLICATION TO 877-211-3705

v.ASSISTWRLSv.022712

Exhibit B

Training Materials

American Broadband & Telecommunications Call Center/Sales Training

The following information may be used by sales and calling center staff to respond to inquiries about Lifeline supported services.

(1) Confirm the individual is the head of household and they are not currently receiving a Lifeline subsidized service through the following questions:

- “Do you currently have wireless or home phone service?”
- **If no:** skip remaining questions and complete application process.
- **If yes:** “Is the [wireless or home phone] service a subsidized service or do you pay full price?”
- **If subsidized:** “By law, the Lifeline program is only available for one phone per household. Do you know if your current phone is subsidized under the Lifeline program?”
- **If individual is not sure:** “Who is your provider for that service? What is the name of the service?” (Note that Assurance Wireless and SafeLink are Lifeline services.)
- **If it is a Lifeline service:** “We cannot provide you with a second Lifeline phone. If there is a problem with your current service, and you would like to switch to our service, you must authorize ABT to port your telephone number to our service.”

(2) If it appears that the individual does not currently have Lifeline service, proceed with the following steps:

- Using ABT’s database, verify the individual (name, date of birth, last four digits of social security number) is not currently in the ABT system as a registered recipient of Lifeline services. Repeat with state/USAC database if and when available.
 - If there is an active Lifeline account for that individual, explain that “by law, the Lifeline program is only available for one phone per household.” For example, if the customer is in ABT’s database, inform the customer that they must choose ABT wireline Lifeline OR wireless Lifeline service.
 - If there is no active account for that individual, proceed with the application process.
- Using ABT’s database, verify the individual’s address is not currently in the ABT system as a registered recipient of Lifeline services. Repeat with state/USAC database if and when available.

- If there is an active Lifeline account for that address, explain that “by law, the Lifeline program is only available for one phone per household.”
- Explain that, for purposes of the Lifeline program, a household is any individual or group of individuals who live together at the same address and share income and expenses.
- If customer states address is multifamily or group housing, use USAC form (when developed) to determine if customer qualifies for Lifeline as multiple household.
- If there is no active account for the applicant’s address or household, proceed with the application process.

(3) If check of database(s) verifies individual is not current Lifeline recipient, assist customer in completing application.

- Customer must complete both sides of form.
- Confirm residential address is billing address. If not, collect billing address IN ADDITION TO residential address.
- If address is not permanent, explain that American Broadband must verify address every 90 days. If customer does not respond, Lifeline service will be deactivated.
- Explain service plan options (refer to service description sheet). For customers that elect pre-paid Lifeline Wireless Essentials 250, explain non-usage policy.
 - If no usage appears on an activated American Broadband pre-paid Lifeline customer’s account during any continuous 60-day period, American Broadband will promptly notify the customer that the customer is no longer eligible for American Broadband Lifeline service subject to a 30-day grace period.
 - During the 30-day grace period, American Broadband will attempt to reach customer to determine whether the customer desires to remain on the Company’s Lifeline service.
 - If the customer’s account does not show any customer-specific activity during the 30-day grace period (such as making or receiving a voice call to/from anyone other than American Broadband or its agent, sending a text message, downloading data or adding money to the account), American Broadband will deactivate Lifeline services for that customer unless the customer affirmatively responds confirming that the customer wants to continue receiving Lifeline.
- With the exception of program eligibility/income eligibility, all sections must be completed.

- Customer should complete EITHER program eligibility OR income eligibility section.
 - Review customer documentation supporting eligibility carefully, note which documents reviewed in ABT database.
-
- Ensure customer reads and initials statements 1-8 on certification section.

Exhibit C

Sample Advertisement and Description of Wireless Offerings

GET CONNECTED... STAY CONNECTED.

GET WIRELESS LIFELINE.



Wireless Lifeline is a government assisted program that provides qualified low-income consumers with:

- Free cellular phone, provided by American Broadband*
- Includes 250 minutes free monthly airtime, local or long distance
- Free 911 access
- No credit check

Service provided by American Broadband and Telecommunications, a local wireless provider of Lifeline-supported services.

SIGN UP TODAY.

Call **1 (877) 777-7922**
Fax your application to **1 (877) 211-3705**
Visit **www.ambt.net**

You may only have one Lifeline-supported line, either wireless or wireline, per household. Only eligible customers may enroll in the Lifeline program. Proof of eligibility, such as documentation of receipt of benefits (such as Medicaid, TANF or SSI) or proof of income (such as tax returns or pay stubs), is required to enroll. Lifeline is a federal benefit program; persons making false statements in order to obtain Lifeline service can be subject to fines, imprisonment or barred from the Lifeline program.

* Free phone is not supplied or subsidized by any government program.



Stay Connected Wirelessly with:

- Potential or current employers
- Children who are at home while their parents have to go to work
- Healthcare specialists
- Vital emergency responders
- Relatives during a personal emergency

ALL American Broadband & Telecommunications Wireless Lifeline plans come with:

- Superior areas of coverage throughout the entire United States
- Access to 411 with no airtime charges
- Unlimited 911 access
- Call waiting
- Call ID
- Voicemail

3 Great Plans to Choose From!

Lifeline Wireless Essentials 250

Plan Price: Free*

- 250 FREE Voice Minutes added every month, automatically, you do nothing.
- Includes Free Cell Phone*
- Access to 911
- Free Voicemail, Caller ID and Call Waiting
- Access to Operator Service and Directory Listing. OSDA service includes information and connection to publicly listed, domestic, landline telephone numbers and Addresses.
- No annual contract, no monthly Bills

**Assumes initial and continued program eligibility requirements are met - Non-usage for 60 days will result in a notice that service will be deactivated in 30 days; if customer actively uses service during the 30-day grace period, service will remain active.*

Lifeline Wireless Essentials 500

Plan Price: \$9.95 per month

- 500 Voice Minutes added every month, automatically, you only pay \$9.95.
- Includes Free Cell Phone*
- Access to 911
- Free Voicemail, Caller ID and Call Waiting
- Access to Operator Service and Directory Listing. OSDA service includes information and connection to publicly listed, domestic, landline telephone numbers and Addresses.
- No annual contract

**Assumes initial and continued program eligibility requirements are met*

Lifeline Wireless Unlimited

Plan Price: \$39.95 per month

- Unlimited Voice Minutes and Unlimited Texting, you only pay \$39.95.
- Includes Free Cell Phone*
- Access to 911
- Free Voicemail, Caller ID and Call Waiting
- Access to Operator Service and Directory Listing. OSDA service includes information and connection to publicly listed, domestic, landline telephone numbers and Addresses.
- No annual contract

**Assumes initial and continued program eligibility requirements are met*

Need More Minutes? We have 6 Easy Top Up Plans. You can Add Minutes 24 hours per Day, 7 Days Per Week.

<u>Options*</u>	<u>Price</u>	<u>Options*</u>	<u>Price</u>
100 Talk or Text Minutes	\$3.99	240 Talk or Text Minutes	\$ 9.99
180 Talk or Text Minutes	\$5.99	360 Talk or Text Minutes	\$12.99
200 Talk or Text Minutes	\$6.99	500 Talk or Text Minutes	\$19.99

** 1 Text is the equivalent of 1 minute of talk time*