

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

DOCKET NO. 11A-815T

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IN THE MATTER OF THE APPLICATION OF TAG MOBILE, LLC., FOR  
DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER IN THE  
STATE OF COLORADO FOR THE LIMITED PURPOSE OF OFFERING WIRELESS  
LIFELINE AND LINK-UP SERVICE TO QUALIFIED HOUSEHOLDS (LOW  
INCOME ONLY)

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**SECOND AMENDED STIPULATION AND SETTLEMENT AGREEMENT**

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TAG Mobile, LLC ("TAG Mobile"), Trial Staff of the Public Utilities Commission of the State of Colorado ("Staff"), the Adams County E-911 Emergency Telephone Service Authority, the Arapahoe County E-911 Emergency Communications Service Authority and the Jefferson County E-911 Emergency Communications Service Authority (collectively, the "Authorities") and the Office of Consumer Counsel ("OCC") (collectively the "Stipulating Parties" or the "Parties"), through their undersigned counsel, enter into this Stipulation and Settlement Agreement ("Stipulation") regarding the Application filed by TAG Mobile in the instant docket. 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 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), and 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, ("*FCC 12-11 Lifeline Order*")<sup>1</sup>, 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.<sup>2</sup> 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 *FCC 12-11 Lifeline Order* eliminated Link-Up support for all ETCs serving non-Tribal lands.<sup>3</sup>

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<sup>1</sup> 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) (*FCC 12-11 Lifeline Order*).

<sup>2</sup> *Id.* at ¶ 496.

<sup>3</sup> *Id.* at ¶ 245.

7. The *FCC 12-11 Lifeline 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.<sup>4</sup>

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 October 6, 2011, TAG Mobile filed an Application seeking designation as an ETC for the limited purpose of receiving universal service support for low-income customers in Colorado, Docket Number 11A-815T. TAG Mobile sought ETC designation for the limited purpose of offering Lifeline and Link-Up service in its entire service area in Colorado encompassing all areas directly served by the underlying Sprint-Nextel ("Sprint") and Verizon Wireless ("Verizon") networks. A list of incumbent local exchange carrier ("ILEC") exchanges is shown on Attachment 1 to the Stipulation. These exchanges include non-rural exchanges of Qwest Corporation in Colorado.

10. Concurrent with this Application, TAG Mobile filed a request for waiver of 4 CCR 723-2-2187(d)(III), which requires a description of the service area by metes and bounds and a map.

11. The Parties engaged in settlement discussions regarding issues raised by TAG Mobile's Application.

12. The Parties have now reached agreement on the issues raised in this docket, as is 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

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<sup>4</sup> *Id.* at ¶ 388.



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 Amended Stipulation.

### **AGREEMENT**

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

#### **Variance of Commission Rule 4 CCR 723-2-2187(d)(III) and Waiver of Commission Rules 4 CCR 723-2-2187 (f)(II)(F), (H), (K) through (N)**

1. Pursuant to Rule 4 *Code of Colorado Regulations* ("CCR") 723-1-1003, all waiver and variance requests shall include (I) citation to the specific paragraph of the rule or order from which the waiver or variance is sought; (II) a statement of the waiver or variance requested; (III) a statement of facts and circumstances relied upon to demonstrate why the Commission should grant the request; (IV) a statement regarding the duration of the requested waiver or variance, explaining the specific date or event which will terminate it; (V) a statement whether the waiver or variance, if granted, would be full or partial; and (VI) any other information required by rule.

#### **Variance of Commission Rule 4 CCR 723-2-2187(d)(III)**

2. TAG Mobile seeks a full variance of Rule 2187(d)(III) that requires an ETC to describe the service area in which the Applicant seeks designation as an ETC by metes and bounds. As to duration, the Parties request that this variance be for the filing of this application only since the metes and bounds description is information to be included in the application when filed.

3. TAG Mobile is a beneficial user of the Sprint and Verizon networks.

4. Much of Sprint's and Verizon's Colorado networks are located along the I-25, I-70 and I-76 highways in Colorado.

5. As such, the underlying carrier's physical network does not precisely correlate within a metes and bounds description as required by Rule 2187(d)(III). However, a list of the exchanges of Qwest Corporation in Colorado where TAG Mobile will serve is contained on Attachment 1 and adequately describes its service area.

**Waiver of Commission Rules  
4 CCR 723-2-2187 (f)(II)(F), (H), (K) through (N)**

6. TAG Mobile requests to be granted a full waiver from Rules 2187 (f)(II)(F), (H), (K) through (N), which would require the submission of a detailed exhibit showing network expansion plans paid for by high cost funds in areas where TAG Mobile has been designated an ETC. As to duration, the Parties request that this waiver be in effect until either (1) TAG Mobile provides services on its own network, or (2) this Commission modifies Rules 4 CCR 723-2-2187(f)(II)(F), (H), (K) through (N) or the FCC modifies its blanket forbearance of the "own facilities" requirement.

7. TAG Mobile promotes its Lifeline service offering throughout its service area through television, radio, and print advertising notifying customers of the availability of TAG Mobile Lifeline service.

8. TAG Mobile seeks ETC designation for the limited purpose of providing universal service to low-income Lifeline consumers. TAG Mobile is not seeking Federal universal service high-cost support nor Colorado high cost support in its service area.

9. Because TAG Mobile does not seek high cost USF support, the Parties agree that it would be in the public interest and consistent with the *FCC 12-11 Lifeline Order*<sup>5</sup> for TAG Mobile to be granted a full waiver from Rules 2187 (f)(II)(F), (H), (K) through (N).

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

11. TAG Mobile's Lifeline product offerings provide 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.

12. The Parties stipulate and agree that TAG Mobile has shown good cause, that its Lifeline offerings as described in Attachment 3 meets all applicable state and federal requirements, and its ETC designation for Colorado low-income universal service purposes will serve the public interest, convenience and necessity, that it does not receive high cost USF support in Colorado, that its television, radio and print advertising adequately informs potential customers of the availability of TAG Mobile Lifeline service throughout its proposed ETC service area, and recommend that the Commission grant a full variance from 4 CCR 723-2-2187(d)(III) and a full waiver from 4 CCR 723-2-2187 (f)(II)(F), (H), (K) through (N).

#### **Federal ETC Designation For the Limited Purpose of Offering Lifeline**

1. TAG Mobile 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. TAG Mobile has been granted ETC status to offer Lifeline wireless services in West Virginia, Arkansas, Maryland, Texas, Oklahoma, Kentucky, and Louisiana. TAG Mobile

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<sup>5</sup> 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.

offers both Lifeline and non-Lifeline service, has been in business for two years, and has ample financial resources to expand its services to Colorado. TAG Mobile receives revenue from the following non-Lifeline supported sources: 1) Replenishment packages; 2) pre-paid service and product sales; and 3) wholesale wireless service sales. As of the date of this Stipulation, TAG Mobile has not been the subject of any Enforcement Action in any state.

3. TAG Mobile provides each of the supported services set forth in 47 C.F.R. § 54.101(a), as amended, by the *Lifeline Reform Order*,<sup>6</sup> and has shown an intent and ability to offer those services once designated an ETC throughout the areas set forth on Attachment 1 of the Stipulation contingent on FCC approval of TAG Mobile's compliance plan.

4. TAG Mobile shall initially offer a choice of two (2) Lifeline plans to eligible Lifeline customers as described in Attachment 3. Both of TAG Mobile's Lifeline Plans described in Attachment 3 are in compliance with 4 CCR 723-2, 2187(d)(XII) in that, with respect to Lifeline Plan #1, the availability and cost of replenishment minute packages meet the requirements set forth in the rule. TAG Mobile Lifeline service plans are available for enrollment and/or purchase via TAG Mobile's website or any authorized TAG Mobile Agent or retail dealer location.

5. TAG Mobile agrees to work with the Colorado Department of Human Services regarding certification and verification of the eligibility of Lifeline customers. It is understood that TAG Mobile, as a prepaid provider, will not be required to obtain or retain complete social security numbers of customers. However, in compliance with *FCC 12-11 Lifeline Order*, TAG Mobile will obtain and retain the last four digits of the social security number of its customers.

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<sup>6</sup> Effective April 2, 2012, published on March 2, 2012, in the Federal Register at 77 Federal Register 12952.

TAG Mobile has included as Attachment 5 the proposed revised Lifeline form for use in Colorado in compliance with *FCC 12-11 Lifeline Order*.

6. TAG Mobile's Lifeline 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.

7. The parties agree that TAG Mobile's application seeking ETC designation for the purpose of offering Link-Up is moot. In the *FCC 12-11 Lifeline Order*, the FCC eliminated support for Link-Up for all ETCs on non-Tribal lands.

8. The *FCC 12-11 Lifeline 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. TAG Mobile has filed with the FCC the compliance plan described therein, and has attached it to this Stipulation as Attachment 4.

9. TAG Mobile agrees to file as a compliance filing with this Commission the FCC's approval of its FCC Compliance Plan. The Parties further agree that approval of TAG Mobile's application and its designation as a Colorado ETC is contingent upon the FCC's approval of TAG Mobile's FCC Compliance Plan. If the FCC requires modification of or denies TAG Mobile's Compliance Plan, TAG Mobile will notify the Parties and the Commission by filing a pleading in this docket within 7 calendar days from the date the FCC requires modification or denied TAG Mobile's Compliance Plan. If the FCC requires modifications to TAG Mobile's Compliance Plan, the Parties will determine whether conforming modifications to the Amended Stipulation or its attachment are required.



10. The Parties stipulate and agree that with the incorporation of the agreed upon terms and conditions in Attachments 2 and 3, designating TAG Mobile 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 are approved on a contingent basis, contingent on TAG Mobile receiving FCC approval of its FCC Compliance Plan. TAG Mobile shall not offer Lifeline Service in areas shown in Attachment 1 until such approval has been granted by the FCC.

11. Without waiving any of its positions stated in this proceeding, TAG Mobile has entered into this Stipulation with Staff, the Authorities, and the OCC to settle this matter. Thus, the Parties stipulate and agree that TAG Mobile shall provide its ETC Lifeline universal service offerings in Colorado pursuant to this Stipulation (including attachments 1 through 3). TAG Mobile has two Lifeline Basic Universal Service Plans, Lifeline Plan #1 and Lifeline Plan #2 ("LBUS Plans"). Both of the LBUS Plans (as described in Attachment 3 to the Stipulation) are included in the referenced Lifeline Basic Universal Service. The Parties agree that TAG Mobile's provision of its universal service offering as an ETC shall be governed by the following requirements:

- A. The Commission, its Staff, or an interested person becomes aware of a change to the LBUS Plans because TAG Mobile is required in Attachment 2 at § K.4 to notify the Commission of any changes to its existing Lifeline plans or offering of new Lifeline plans at least 30 days in advance of implementing the change(s) or new plan(s). TAG Mobile must file an application with the Commission in order to modify its existing LBUS Plans before implementing any changes to its LBUS Plans. Interested persons would become aware of the change through the notice requirement in Rule 4 CCR 723-1-1206. In the event TAG Mobile desires to implement lifeline plans in addition to the LBUS Plans to meet the needs of its customers, notification of these changes will be provided in

accordance with TAG Mobile's Service Agreement, attached hereto as Exhibit B.

- B. Upon appropriate pleading, or upon its own motion, the Commission may investigate any change to TAG Mobile's Lifeline Basic Universal Service Description, Terms and Conditions and Operating Procedures, and TAG Mobile agrees to respond to requests for information from the Commission Staff. After notice to TAG Mobile and a subsequent investigation, the Commission may find that a change is not consistent with TAG Mobile's ETC status or results in a universal service Lifeline offering that is not eligible for universal service Lifeline funding. TAG Mobile shall thereafter make such changes as are necessary to bring its Lifeline offering into compliance with such requirements. The Parties agree that the Commission has authority to enforce compliance with this Stipulation and pursuant to 4 CCR 723-2-2187 and, consistent with this Paragraph, may exercise its audit powers derived from Section 40-15-107, C.R.S., with respect to the basic universal service Lifeline offerings or the Company's ETC status.
- C. 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 its audit powers once the Commission is notified of changes. This process should work in the same manner that occurs when Staff reviews tariff filings. Staff will work cooperatively with TAG Mobile to get the information in order to assess whether the changes are in the public interest or may otherwise impact TAG Mobile's eligibility to receive Lifeline funding. If there is disagreement between Staff and TAG Mobile, either party, any interested person, or the OCC may file a formal complaint with, or seek a declaratory ruling from, the Commission. Staff may also notify the FCC and USAC if it believes the Lifeline offerings are not eligible for funding. TAG Mobile will have an opportunity to contest a Staff position that a change is not consistent with TAG Mobile'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 in which case an evidentiary hearing may be held.
- D. The investigation will be completed in the 30-day period between the notification of proposed change and TAG Mobile's implementation of the change if the Parties reach an agreement. However, if TAG Mobile desires to modify the LBUS Plans, TAG Mobile must file an application the LBUS Plans as stated above. TAG Mobile may not implement the proposed change if the investigation has not been completed.

- E. The Parties acknowledge that because TAG Mobile is using the network of its underlying carriers Sprint and Verizon throughout its service area, that no notice to Public Safety Answering Points (PSAPs) is required.
- F. The Parties agree that TAG Mobile 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 \$0.19 on its 250 free prepaid minutes (Lifeline Plan #1) provided to eligible Lifeline customers based on a value of \$13.60 per month in Colorado. The Parties further agree that TAG Mobile 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 \$0.42 on its 1000 prepaid minutes (Lifeline Plan #2) provided to eligible Lifeline customers based on a value of \$30.00 per month in Colorado. In the event C.R.S § 29-11-102.5 is amended to change the E911 charge, TAG Mobile shall pay the E911 charge at the amended rate and in the same manner as its wireless Lifeline competitors. TAG Mobile shall notify the Commission of the amount paid to the appropriate state agency for imputing the E911 charge on its free minutes at the time the payment is made. TAG Mobile will also pay the prepaid wireless E911 charge on all pre-paid and/or replenishment voice minutes sold independently of the LBUS Plans. For prepaid minutes bundled with text messages or other services sold directly through TAG Mobile, TAG Mobile will pay the prepaid wireless E911 charge on the full amount of the retail transaction. In the event that TAG Mobile develops a system to separate out the voice minute charges from non-voice charges at the point of sale, TAG Mobile shall notify the PUC 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. The 911 Authorities reserve the right to file a complaint with the State Commission contesting TAG Mobile's intent not to pay the E-911 charge on bundled services.
- G. The Parties agree that TAG Mobile shall remit and pay the Colorado High Cost charge, at the rate then in effect, on all intrastate retail voice minute revenues (calculated based on the safe harbor percentage established by the FCC then in effect, currently 62.9 percent intrastate) from voice minutes above the 250 free voice minutes (Lifeline Plan #1). The Parties further agree that TAG Mobile shall remit and pay the Colorado High Cost charge, at the rate then in effect, on all intrastate retail voice minute revenues (calculated based on the safe harbor percentage established by the FCC then in effect) from the 750 voice minutes above the 250 free voice minutes (Lifeline Plan #2), calculated based on the per minute value of \$0.267 (\$20/750).
- H. The Parties agree that TAG Mobile provides all its customers with the ability to make and receive interexchange or toll calls through

interconnection arrangements made by TAG Mobile or its underlying providers.

- I. TAG Mobile commits to provide service throughout its proposed designated service area as listed in Attachment 1 of this Settlement to all customers making a reasonable request for service. TAG Mobile certifies that it will provide service on a timely basis and that it will follow the FCC's six-step process as defined in 47 C.F.R. § 54.202(a)(1)(i).
- J. Before offering Lifeline service TAG Mobile will place on its website for the state of Colorado, the Commission's contact information as listed in Attachment 2, Section D.3, to the Stipulation for any unresolved customer questions or complaints.

#### **I. GENERAL PROVISIONS**

12. Without waiving any of its positions stated in this case, TAG Mobile desires to end further uncertainty in this Docket by entering 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 TAG Mobile.

13. 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.

14. 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 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.

15. 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.

16. In the event this Agreement becomes null and void or in the event the Commission does not approve this Stipulation, this Stipulation, as well as the negotiation undertaken in conjunction with the Stipulation, shall not be admissible into evidence in these or any other proceedings.

17. 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 TAG Mobile Application.



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

19. 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, except Counsel for Staff of the Commission, 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 23rd day of May, 2012.


**TAG MOBILE, LLC**



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**APPROVED AS TO FORM:**

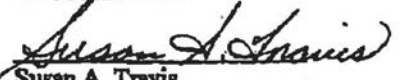


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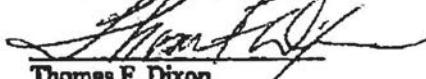
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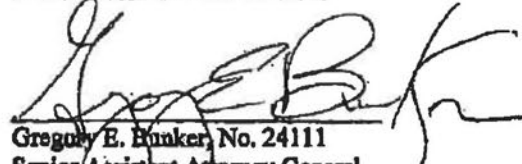
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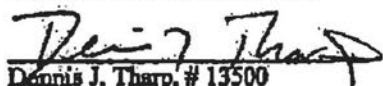
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## **LIST OF ATTACHMENTS**

- Attachment 1: TAG Mobile Colorado service area overlaid on ILEC exchange areas
- Attachment 2: Operating Procedures
- Attachment 3: TAG Mobile Initial Lifeline Offerings
- Attachment 4: TAG Mobile FCC Compliance Plan as filed on March 6, 2012
- Attachment 5: Proposed Revised Lifeline Application

# Attachment 1

Attachment 1  
Stipulation and Settlement  
Docket No. 11A-815T

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	BRTHCOMA	BERTHOUD	Qwest Corporation
14	BLFSCOMA	BLACK FOREST	Qwest Corporation
15	BLDRCOMA	BOULDER	Qwest Corporation
16	BRRGCOMA	BRECKENRIDGE	Qwest Corporation
17	BITNCOMA	BRIGHTON	Qwest Corporation
18	BRGRCOXC	BRISTOL-GRANADA	CenturyTel of Eagle
19	BRFDCOMA	BROOMFIELD	Qwest Corporation
20	BRSHCOMA	BRUSH	Qwest Corporation
21	CLHNCOMA	CALHAN	Qwest Corporation
22	CACYCOMA	CANON CITY	Qwest Corporation
23	DNVRCOCH	CAPITOL HILL	Qwest Corporation
24	CRDLCOMA	CARBONDALE	Qwest Corporation
25	CSRKCONM	CASTLE ROCK	Qwest Corporation
26	CDRDCOXCRSD	CEDAREDGE	Delta County Tele.
27	CNCYCOMA	CENTRAL CITY	Qwest Corporation
28	CFTNCONM	CLIFTON	Qwest Corporation
29	CLSPCOEA	COLO SPRINGS EAST	Qwest Corporation
30	CLSPCOMA	COLO SPRINGS MAIN	Qwest Corporation
31	DNVRCOCL	COLUMBINE	Qwest Corporation
32	CPMTCOMA	COPPER MOUNTAIN	Qwest Corporation
33	CRTZCOMA	CORTEZ	Qwest Corporation
34	DNVRCOCW	COTTONWOOD	Qwest Corporation
35	CRAGCOMA	CRAIG	Qwest Corporation
36	CDRDCOXCRSD	CRAWFORD	Delta County Tele.
37	CRBTCOMA	CRESTED BUTTE	Qwest Corporation
38	CRCKCOMA	CRIPPLE CREEK	Qwest Corporation
39	DNVRCOCP	CURTIS PARK	Qwest Corporation
40	DELTCOMA	DELTA	Qwest Corporation
41	DNVRGOEA	DENVER EAST	Qwest Corporation
42	DNVRCOMA	DENVER MAIN	Qwest Corporation
43	DNVRCONO	DENVER NORTH	Qwest Corporation
44	DNVRCONE	DENVER NORTHEAST	Qwest Corporation
45	DNVRCOSO	DENVER SOUTH	Qwest Corporation
46	DNVRCOSE	DENVER SOUTHEAST	Qwest Corporation



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47	DNVRCOSW	DENVER SOUTHWEST	Qwest Corporation
48	DNVRCOWS	DENVER WEST	Qwest Corporation
49	DLLNCOMA	DILLON	Qwest Corporation
50	DNVRCOOU	DNVR INTL AIRPORT	Qwest Corporation
51	DNVRCODC	DRY CREEK	Qwest Corporation
52	DURNCOMA	DURANGO	Qwest Corporation
53	EAGLCOXC	EAGLE	CenturyTel of Eagle
54	EATNCOMA	EATON	Qwest Corporation
55	ECKRCO	Eckert	Delta County Tele.
56	EDWRCOXC	EDWARDS	CenturyTel of Eagle
57	ELBRCOMA	ELBERT	Qwest Corporation
58	ELZBCO01	ELIZABETH	Qwest Corporation
59	ENWDCOMA	ENGLEWOOD	Qwest Corporation
60	ERIECOMA	ERIE	Qwest Corporation
61	ESPKCOMA	ESTES PARK	Qwest Corporation
62	EVRGCOMA	EVERGREEN	Qwest Corporation
63	FLRNCOMA	FLORENCE	Qwest Corporation
64	FONTCOMA	FOUNTAIN	Qwest Corporation
65	FRSRCOMA	FRASER	Qwest Corporation
66	FRDRCOMA	FREDERICK	Qwest Corporation
67	FRSCCOMA	FRISCO	Qwest Corporation
68	FRUTCOMA	FRUITA	Qwest Corporation
69	FTCLCOMA	FT COLLINS	Qwest Corporation
70	FTLPCOMA	FT LUPTON	Qwest Corporation
71	FTMRCOMA	FT MORGAN	Qwest Corporation
72	FWLRCOXC	FOWLER	CenturyTel of Eagle
73	CLSPCO32	GATEHOUSE	Qwest Corporation
74	GRTWCOMA	GEORGETOWN	Qwest Corporation
75	GLCRCOMA	GILCREST	Qwest Corporation
76	GLSPCOMA	GLENWOOD SPRINGS	Qwest Corporation
77	GLDNCOMA	GOLDEN	Qwest Corporation
78	GRNBCOMA	GRANBY	Qwest Corporation
79	GDJYCOMA	GRAND JUNCTION	Qwest Corporation
80	GDLKCOMA	GRAND LAKE	Qwest Corporation
81	GRELCOMA	GREELEY	Qwest Corporation
82	GMFLCOMA	GREEN MOUNTAIN FALLS	Qwest Corporation
83	GYPSCOXC	GYP SUM	CenturyTel of Eagle
84	BLDRCOGB	GUNBARREL	Qwest Corporation
85	GNSNCOMA	GUNNISON	Qwest Corporation
86	FTCLCOHM	HARMONY	Qwest Corporation
87	HYDNCOMA	HAYDEN	Qwest Corporation
88	LTTNCOHL	HIGHLANDS RANCH	Qwest Corporation
89	HLRSCOMA	HILLROSE	Qwest Corporation
90	HTCHCO	Hotchkiss	Delta County Tele.
91	HDSNCOMA	HUDSON	Qwest Corporation
92	IDSPCOMA	IDAHO SPRNGS	Qwest Corporation

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93	IGNCCOXC	IGNACIO	CenturyTel of Eagle
94	JHMLCOMA	JOHNSTOWN-MILLIKEN	Qwest Corporation
95	JLBGCOMA	JULESBURG	Qwest Corporation
96	KNBGCOMA	KEENESBURG	Qwest Corporation
97	KIOWCOMA	KIOWA	Qwest Corporation
98	LSLLCOMA	LA SALLE	Qwest Corporation
99	LKWDCOMA	LAKEWOOD	Qwest Corporation
100	LJNTCOMA	LAJUNTA	CenturyTel of Eagle
101	LAMRCOXC	LAMAR	CenturyTel of Eagle
102	LRKSCONM	LARKSPUR	Qwest Corporation
103	LDVLCOMA	LEADVILLE	Qwest Corporation
104	LIMNCOMA	LJMON	Qwest Corporation
105	LTITNCOMA	LITTLETON	Qwest Corporation
106	LNMTCOMA	LONGMONT	Qwest Corporation
107	LKMTCOMA	LOOKOUT MOUNTAIN	Qwest Corporation
108	LVLDCOMA	LOVELAND	Qwest Corporation
109	LYNSCOMA	LYONS	Qwest Corporation
110	MNSPCOMA	MANITOU SPRINGS	Qwest Corporation
111	MNZNCOXC	MANZANOLA	CenturyTel of Eagle
112	MCCYCOXC	McCOY	CenturyTel of Eagle
113	MEADCOMA	MEAD	Qwest Corporation
114	MNTRCOMA	MINTURN	Qwest Corporation
115	AURRCOMB	MONAGHAN	Qwest Corporation
116	DNVRCOMB	MONTEBELLO	Qwest Corporation
117	MTRSCOMA	MONTROSE	Qwest Corporation
118	MNMTCOMA	MONUMENT	Qwest Corporation
119	MRSNCOMA	MORRISON	Qwest Corporation
120	NWVSCOMA	NEW CASTLE	Qwest Corporation
121	NIWTCOMA	NIWOT	Qwest Corporation
122	NGLNCOMA	NORTHGLENN	Qwest Corporation
123	MUNNCOXCDS0	MUNN	Nunn Telephone Co.
124	OLTHCOMA	OLATHE	Qwest Corporation
125	ORWYCOXC	ORDWAY	CenturyTel of Eagle
126	OVIDCOMA	OVID	Qwest Corporation
127	PLSDCOMA	PALISADE	Qwest Corporation
128	PAONCO	PAONIA	Delta County Tele.
129	PACHCO01	PARACHUTE	Qwest Corporation
130	PRKRCOMA	PARKER	Qwest Corporation
131	GRELCOJC	PARKVIEW	Qwest Corporation
132	PNRSCOMA	PENROSE	Qwest Corporation
133	PYTNCOMA	PEYTON	Qwest Corporation
134	CLSPCOFV	PIKEVIEW	Qwest Corporation
135	PTVLCOMA	PLATTEVILLE	Qwest Corporation
136	PUBLCOMA	PUEBLO MAIN	Qwest Corporation
137	PUBLCO06	PUEBLO WEST	Qwest Corporation
138	RIFLCOMA	RIFLE	Qwest Corporation

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139	PCFRCOXC	ROCKY FORD	CenturyTel of Eagle
140		ROGGEN	Roggen Telephone
141	SCRTCMA	SECURITY	Qwest Corporation
142	SILTCMA	SILT	Qwest Corporation
143	SIMLCOXC	SIMLA	Big Sandy Telephone
144	DNVRCOSH	SMOKY HILL	Qwest Corporation
145	STSPCOMA	STEAMBOAT SPRINGS	Qwest Corporation
146	STNGCOMA	STERLING	Qwest Corporation
147	CLSPCOSM	STRATMOOR	Qwest Corporation
148		STRASBURG	Strasburg Telephone
149	DNVRCOSL	SULLIVAN	Qwest Corporation
150	PUBLICOSU	SUNSET	Qwest Corporation
151	TEMACOMA	TABLE MESA	Qwest Corporation
152	TLRDCOMA	TELLURIDE	Qwest Corporation
153	TRNDCOMA	TRINIDAD	Qwest Corporation
154	VAILCOMA	VAIL	Qwest Corporation
155	VNLDCOMA	VINELAND	Qwest Corporation
156	WLBGCOMA	WALSENBURG	Qwest Corporation
157	WARDCOMA	WARD	Qwest Corporation
158	WLDACOMA	WELDONA	Qwest Corporation
159	WGTCNCOMA	WELLINGTON	Qwest Corporation
160	WMNSCOMA	WESTMINISTER	Qwest Corporation
161	WGNSCOXC	Wiggins	Wiggins Telephone
162	WILYCOXC	WILEY	CenturyTel of Eagle
163	WNDSCOMA	WINDSOR	Qwest Corporation
164	WDPKCOMA	WOODLAND PARK	Qwest Corporation

# **Attachment 2**

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## **Operating Procedures Applicable to Lifeline BUS Offering TAG Mobile, LLC.**

**A. ACCESS TO RECORDS**

All records required by these procedures pertaining to TAG Mobile's 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"), all records required by these procedures pertaining to TAG Mobile's LBUS offering shall be preserved for the period of time specified by FCC 47 CFR §54.417 or 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 MAPS**

Attachment 1 depicts the exchanges where TAG Mobile is designated ETC status.

**D. RECORDS OF COMPLAINTS**

1. TAG Mobile 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 TAG Mobile 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, TAG Mobile shall direct its personnel engaged in initial contact with an applicant or Customer in which dissatisfaction with the decision or explanation by the



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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 TAG Mobile. If the applicant or Customer continues to express dissatisfaction after the supervisory personnel have addressed the problem, TAG Mobile 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 [PUCconsumer.complaints@dora.state.co.us](mailto:PUCconsumer.complaints@dora.state.co.us) for further review of an unresolved problem.

**E. INTENTIONALLY OMITTED**

**F. DESIGNATED SERVICE AREA**

TAG Mobile shall file an application with the Commission for expansion of its ETC designation service area if it increases its footprint to align with its underlying the carriers (Sprint and Verizon) as they expand their footprint. Absent authorization from the Commission, TAG Mobile shall not serve eligible Lifeline customers in the portions of those wire centers beyond those listed in Attachment 1 herein.

**G. HELD SERVICE APPLICATIONS**

1. During periods of time, if any, when TAG Mobile may not be able to supply service to customers whose Lifeline applications have been completed and approved in TAG Mobile's service areas within the time frames established in these procedures, TAG Mobile shall keep a record for each 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. If the number of held service orders exceeds 50 orders in a service area providing service to 2,000 or more customers, or 20 held service orders in a service area serving fewer than 2,000 customers, TAG Mobile shall maintain a summary of applications for each affected service area showing the total number categorized by various causes for delay and by dates of application.
3. If conditions described in paragraph G.1 occur, TAG Mobile shall submit to the Commission a report showing the information required by paragraph 1 of this procedure, and the number of days service has been delayed, when the lesser of 50 or 5 percent of the total number of service applications in a service area in a consecutive three-month period are held service orders.

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TAG Mobile shall further submit a report of its proposed action to reduce the number of those held service orders to fewer than the lesser of 50 or five percent of the total number of service applications in that service area. Reports must be submitted to the Commission by April 1st of each year.

4. All customers who have not been mailed a telephone and assigned a telephone number within ten calendar days of the date of approval of their eligibility by the Colorado Department of Human Services ("DHS") shall be provided a written or email notice by TAG Mobile, stating the order number assigned by TAG Mobile 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 15<sup>th</sup> day after the date of approval of their eligibility by the DHS.
5. Under circumstances where the period to provide Lifeline service exceed 30 calendar days after the approval of the customer eligibility by the DHS, TAG Mobile shall file a letter with Commission stating the circumstances causing the delay, explaining whether such circumstances are beyond TAG Mobile's control, and providing an estimate of the time necessary to provide service.

**H. 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 TAG Mobile.
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**

1. Company will make all reasonable efforts to prevent interruptions of service and, when interruptions do occur, reestablish service with the shortest possible delay. Company will make attempts to resolve emergencies at all hours, consistent with the bona fide needs of customers and the personal safety of Company's employees. In almost all cases, Company will be able to reestablish service within 24 hours. If unusual repairs are required, or other factors will prevent the prompt reestablishment of service, TAG Mobile will make reasonable efforts to contact Customer.

**Limitations on Allowances**

No credit allowance will be made for any interruption of service.

**Record Keeping and Reports**

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1. TAG Mobile shall keep a record showing all interruptions affecting service in an entire service area or any major portion of it that affects the lesser of 25 percent or 1,000 of the service area's customers for one or more hours during the day. This record shall show the date, time, duration, extent and cause of the interruption. TAG Mobile shall inform Customers of the potential of future service unavailability when TAG Mobile is experiencing or is forecasting potential service unavailability in specific areas for purposes other than outages due to routine maintenance. Services are available twenty-four (24) hours per day, seven (7) days per week. TAG Mobile 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 must be submitted to the Commission by April 1st of each year.

**I. ADVERTISING**

TAG Mobile shall submit annual reports describing advertising materials it uses in Colorado to the Commission Staff and OCC no later than April 1st of each year.

**J. NETWORK REQUIREMENTS**

Intra-LATA Interexchange Toll Dialing Pattern. TAG Mobile will comply withall NANP dialing pattern requirements.

**K. REPORTING REQUIREMENTS**

TAG Mobile shall file the following reports with the Commission:

1. Copies of all filings submitted to Federal Communications Commission (FCC) or Universal Service Administrator Company (USAC). TAG Mobile shall file copies of all FCC forms submitted to the FCC or USAC, including Form 497, with the Commission at the time filings occur at the FCC or USAC.
2. Annual ETC Certification. TAG Mobile will file 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 by April 1<sup>st</sup> of each year.
3. Plan Offerings. TAG Mobile shall file a copy with the Commission in advance of any and all proposed Lifeline offering(s) 30 days prior to offering service to Lifeline customers in Colorado.

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4. Changes to existing plans or new plans for Lifeline. TAG Mobile shall notify the Commission 30 days in advance before implementing any changes to terms, conditions, rates and any changes to the allocations of free minutes as well as any new plans or products introduced.
5. Submit quarterly report to Commission regarding customer-specific data. TAG Mobile shall submit a quarterly report to the Commission to include customer-specific data: customer name, address, and zip code for:
  - a. Lifeline customers receiving or that have applied through TAG Mobile for a second Lifeline subsidy per household in that same month from TAG Mobile,
  - b. Lifeline customers receiving or that have applied through TAG Mobile for a second Lifeline subsidy per household in that same month from another carrier,
  - c. New Lifeline customers enrolled in TAG Mobile' Lifeline service,
  - d. Lifeline customers removed from Lifeline service due to non-usage, and
  - e. Lifeline customers removed from Lifeline service due to ineligibility through the verification process.
6. Unfilled Requests for Service. Number of requests for service from eligible Lifeline customers approved by DHS within TAG Mobile' service area which were unfulfilled during the past year. Report must be submitted to Commission by April 1st of each year.

**L. LIFELINE NON-USAGE POLICY AND INELIGIBILITY NOTICE**

1. TAG Mobile will identify Lifeline customers who have not used TAG Mobile Lifeline service for 30 days, and if such customers do not use their service or reply to TAG Mobile's customer outreach attempts in regard to non-usage in the subsequent 30 day period, which also serves as the required 30 day grace period, TAG Mobile will de-enroll the subscriber from Lifeline service, deactivate the account and cease to claim Lifeline reimbursement for such customer. Non-usage shall be:
  - a. After 30 days of non-use, TAG Mobile's usage team identifies accounts that have not been used for 30 days and sends a text message to such customers asking the customers to respond to the text message or call TAG Mobile's customer service number within 30 days to keep their account active.
  - b. After 45 days of non-usage (15 days from the initial text notification), TAG Mobile's internal outreach team attempts to contact the customer to inquire about the customer's intentions to retain the service.
  - c. In addition to the above, and upon completion of the 30 day grace period and a cumulative 60 days of non-use, TAG Mobile provides written notice to the subscriber stating that non-use of their

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Lifeline service for 60 days and failure to respond to TAG Mobile's outreach efforts and/or provide an affirmative acknowledgement directly to TAG Mobile that the subscriber wishes to retain their Lifeline service within 30-days from the date of the initial text notification has resulted in their de-enrollment from the Lifeline program and deactivation of their service.

- d. If the subscriber does not respond to the notice as provided above, the subscriber is de-enrolled from the Lifeline program and TAG does not request further Lifeline reimbursement for the subscriber from USAC or any state Universal Service Fund Administrator. TAG will report annually to the Federal Communications Commission the number of subscribers de-enrolled for non-usage by month.
  - e. During the entire 60 day period, TAG Mobile's Lifeline subscriber's service remains active is not suspended. In the event the subscriber'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.
  - f. Lifeline subscribers can "use" the service by: (1) completing an outbound call; (2) purchasing minutes from TAG to add to the subscriber's plan; (3) answering an incoming call from a party other than TAG; or (4) responding to a direct contact from TAG confirming that the subscriber wants to continue receiving the service.
2. The Customer shall be notified in writing of TAG Mobile' intention to discontinue Lifeline services due to the Lifeline customer no longer meeting the qualification criteria upon notification from DHS. Any notice shall clearly state that the customer contact DHS registration system to verify eligibility. TAG Mobile will not seek Lifeline reimbursement from USAC upon notice from DHS that the customer is no longer eligible unless the customer confirms eligibility with DHS.

**M. CTIA CODE OF CONDUCT**

1. TAG Mobile 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](http://files.ctia.org/pdf/The_Code.pdf).

**N. SUBSCRIBER ELIGIBILITY**

1. Subscriber eligibility shall be established pursuant to a DHS certification process and as modified by the Colorado General Assembly. Upon initial application for TAG Mobile's Lifeline service, the Customer must certify by his or her signature under penalty of perjury that he or she is head of



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household and that he or she will receive Lifeline supported services only from TAG Mobile.

- a TAG Mobile shall require each eligible Lifeline consumer to self-certify under penalty of perjury at the time of enrollment and annually thereafter that he or she is the head of household, receives Lifeline-supported service only from TAG Mobile, and does not receive Lifeline from any other provider;
  - b TAG Mobile 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.
2. TAG Mobile shall file a copy of state-specific subscriber data, including name and address of Lifeline subscribers, to the Universal Service Administrative Company (USAC), upon request, and to this Commission for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier.
  3. TAG Mobile shall immediately investigate any notification from the Commission, DHS, or USAC regarding any Lifeline customer receiving duplicate subsidy from another carrier or from TAG Mobile. If it is determined that the Lifeline customer is receiving duplicate subsidy, TAG Mobile 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. TAG Mobile 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 TAG Mobile to provide Lifeline service, TAG Mobile shall promptly remove the customer's Lifeline service and remove customer from any USAC reimbursement.
  4. TAG Mobile shall deal directly with the subscriber and DHS to certify and verify the subscriber's Lifeline eligibility on an annual basis.
  5. TAG Mobile 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. TAG Mobile shall ensure that all marketing materials for the service make clear that it is a Lifeline-supported service.
  7. TAG Mobile shall promptly, de-enroll any subscriber whom TAG Mobile determines is no longer eligible for Lifeline service or is notified by DHS that the subscriber is no longer eligible for Lifeline service. TAG Mobile shall

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promptly remove a customer's Lifeline service and remove customer from any USAC reimbursement.

**O. 911 CALLING**

1. TAG Mobile shall provide access to 911 service. If service is disconnected or minutes are depleted, customers may still make 911 calls and calls to Customer Care number (611).
2. 911 or E-911 Access. TAG Mobile shall pay the appropriate wireless E911 charge of one and four-tenths percent based on the \$13.60 worth of free voice minutes provided to eligible Lifeline customers and on all other minutes sold to customers whether sold separately or bundled with text messages or other services. TAG Mobile shall remit the amount monthly in accordance with C.R.S. § 29-11-102.5(3) and provide a copy to the Commission of the amount remitted.

**P. CUSTOMER CARE ACCESS**

1. Customers will be provided a toll-free method to access TAG Mobile' customer care representatives, available 8am – 12am (midnight) EST Monday through Friday by dialing 611 from a TAG Mobile handset, and online at [www.TagMobile.com](http://www.TagMobile.com). Customers may obtain directory assistance by dialing 411 from a TAG Mobile handset.

**Q. LIMITATION OF LIABILITY**

1. Because TAG Mobile 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 TAG Mobile are subject to the terms, conditions and limitations specified herein and in TAG Mobile's Terms of Service available on the [www.TagMobile.com](http://www.TagMobile.com) website.

**R. CUSTOMER DISCONNECTION**

1. TAG Mobile may not deny or discontinue service to a qualified Lifeline applicant without prior written notice of 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) 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



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- c. For a violation of TAG Mobile's Service Agreement or these Operating Procedures; 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 TAG Mobile disconnects service to Lifeline Customer for any reasons stated above, TAG Mobile will immediately cease seeking reimbursement from the Lifeline universal service fund for that Customer.

# Attachment 3

## **TAG Mobile Summary Lifeline Rate Plans**

### **Lifeline Plan #1**

- 250 free minutes of use and a free handset to each qualifying customer,
- Caller ID, Call Waiting, Call Forwarding, Three-Way Calling and Voicemail,
- Any unused minutes do not roll over,
- Replenishment packages are available for purchase by the Lifeline customer that has exhausted their free minute allotment at different nominations starting at \$7.00 for 100 minutes with a seven (7) day expiration, up to \$30.00 for 1,000 minutes with a thirty (30) day expiration.
- Roaming is not blocked for Lifeline customers and there is no additional fee charged for use of TAG Mobile's service while roaming, for both Lifeline and non-Lifeline customers.

### **Lifeline Plan#2**

- 1000 minutes of use and a free handset to each qualifying customer at a Lifeline discounted rate of \$20.00. This reflects TAG Mobile's retail rate of \$30.00, less the current \$10.00 federal USF reimbursement for this plan.
- Caller ID, Call Waiting, Call Forwarding, Three-Way Calling and Voicemail,
- Any unused minutes do not roll over,
- Roaming is not blocked for Lifeline customers and there is no additional fee charged for use of TAG Mobile's service while roaming, for both Lifeline and non-Lifeline customers.
- Customers will be eligible to upgrade to Lifeline Plan #2 from Lifeline Plan #1 by contacting TAG Mobile at least 24 hours in advance of their monthly service renewal date, requesting such upgrade and paying the associated \$20.00 monthly service fee.
- In order for the customer to continue to receive their designated monthly allotment of 1000 minutes of use provided with Lifeline Plan #2, the customer will be required to pre-pay the \$20.00 monthly service fee at least 24 hours in advance of their monthly service renewal date. In the event that pre-payment of the monthly service fee is not received by the close of business on the day prior to the customer's monthly service renewal date, their Lifeline Plan will automatically default to the no cost Lifeline Plan #1. Customers may reinstate Lifeline Plan #2 for the following month by making payment of the \$20.00 service fee at least 24 hours in advance of the following month's service renewal date. In the event a customer's Lifeline service defaults to Lifeline Plan #1 and they choose not to reinstate Lifeline Plan #2, the customer will be subject to the federal rules related to non-usage for pre-paid service as defined in *FCC 12-11 Lifeline Order*.

# Attachment 4

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

In the Matter of	
Telecommunications Carriers Eligible to Receive Universal Service Support	WC Docket No. 09-197
Lifeline and Link Up Reform and Modernization	WC Docket No. 11-42
TAG Mobile, LLC	
Petition for Limited Designation as an Eligible Telecommunications Carrier	

**TAG MOBILE, LLC COMPLIANCE PLAN**

TAG Mobile, LLC ("TAG" or the "Company"),<sup>1</sup> through its undersigned counsel, hereby respectfully submits and requests expeditious approval of its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.<sup>2</sup>

TAG commends the Commission's commitment to a nationwide communications system that promotes the safety and welfare of all Americans, including Lifeline

<sup>1</sup> TAG hereby also reports its corporate and trade names, identifiers, and its holding company, operating companies and affiliates in Exhibit A attached hereto.

<sup>2</sup> See *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 No. 12-23, Report And Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012) ("*Lifeline Reform Order*"). The Company herein submits the information required by the Compliance Plan Public Notice. See *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197, 11-42, Public Notice, DA 12-314 (rel. Feb. 29, 2012).

customers. TAG will comply with 911 requirements as described below and it is submitting this Compliance Plan in order to qualify for blanket forbearance from the facilities requirement of section 214(e)(1)(A) of the Communications Act and participate as an eligible telecommunications carrier ("ETC") in the Lifeline program.<sup>3</sup>

TAG will comply fully with all conditions set forth in the *Lifeline Reform Order*, as well as with the Commission's Lifeline rules and policies more generally.<sup>4</sup> This Compliance Plan describes the specific measures that TAG intends to implement to achieve these objectives. Specifically, this Compliance Plan: (1) describes the specific measures that TAG will take to implement the obligations contained in the *Lifeline Reform Order*, including the procedures TAG follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the low income fund, materials related to initial and ongoing certifications and sample marketing materials; and (2) provides a detailed description of how TAG offers Lifeline services, the geographic areas in which it offers services, and a detailed description of TAG's Lifeline service plan offerings.

<sup>3</sup> See *Lifeline Reform Order*, ¶ 368. Although TAG qualifies for and seeks to avail itself of the Commission's grant of forbearance from the facilities requirement of section 214(e)(1)(A) for purposes of the federal Lifeline program, the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state for purposes of state universal service funding under state program rules and requirements.

<sup>4</sup> In addition, this Compliance Plan is consistent with the compliance plan filed by Cricket Communications, Inc. See Notice of *Ex Parte* Communication of Cricket Communications, Inc., WC Docket No. 09-197 (Sept. 23, 2011) ("Cricket Compliance Plan"). The Wireline Competition Bureau approved the Cricket Compliance Plan on February 7, 2012. See *Telecommunications Carriers Eligible for Universal Service Support*, Cricket Communications, Inc. Petition for Forbearance, WC Docket No. 09-197, Order, DA 12-158 (Feb. 7, 2012).

### ACCESS TO 911 AND E911 SERVICES<sup>5</sup>

Pursuant to the *Lifeline Reform Order*, forbearance is conditioned upon TAG: (1) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; and (2) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services.<sup>6</sup> TAG will comply with these conditions starting on the effective date of the *Lifeline Reform Order*.

TAG will provide its Lifeline customers with access to 911 and E911 services immediately upon activation of service. The Commission and consumers are hereby assured that all TAG 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 TAG handsets, even if the account associated with the handset has no minutes remaining.

TAG's existing practices currently provide access to 911 and E911 services for all customers. TAG uses Sprint and Verizon Wireless as its underlying network providers/carriers. Sprint and Verizon Wireless route 911 calls from TAG's customers in the same manner as 911 calls from Sprint and Verizon Wireless' own retail customers. To the extent that Sprint and Verizon Wireless are certified in a given PSAP territory, this 911 capability will function the same for TAG. TAG also currently enables 911 emergency calling services for all properly activated handsets regardless of whether the

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<sup>5</sup> See Compliance Plan Public Notice at 3.

<sup>6</sup> See *Lifeline Reform Order*, ¶ 373.



account associated with the handset is active or suspended. Finally, TAG transmits all 911 calls initiated from any of its handsets even if the account associated with the handset has no remaining minutes.

**E911-Compliant Handsets.** TAG will ensure that all handsets used in connection with its Lifeline service offering will be E911-compliant. In point of fact, TAG's phones have always been and will continue to be 911 and E911-compliant. TAG uses phones purchased from various entities, and all phones undergo a thorough quality inspection by TAG prior to being distributed to customers. All TAG handsets are required to meet TAG's minimum handset specifications, which ensure that the handset models used meet all 911 and E911 requirements. As a result, any existing TAG customer that qualifies for and subsequently elects Lifeline service will already have a 911/E911-compliant handset provided by TAG. Additionally, any new customer that qualifies for and enrolls in TAG's Lifeline program is assured of receiving a 911/E911-compliant handset as well, free of charge.

#### COMPLIANCE PLAN

##### **I. PROCEDURES TO ENROLL A SUBSCRIBER IN LIFELINE<sup>7</sup>**

###### **A. Policy**

TAG will comply with the uniform eligibility criteria established in new section 54.409 of the Commission's rules (when it becomes effective on June 1, 2012), as well as any additional certification and verification requirements for Lifeline eligibility in states where TAG is designated as an ETC.

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<sup>7</sup> See Compliance Plan Public Notice at 3.

Therefore, all subscribers will be required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; or (2) the household's participation in one of the federal assistance programs listed in new sections 54.409(a)(2) or 54.409(a)(3) of the Commission's rules. In addition, through the certification requirements described below, TAG will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

#### **B. Eligibility Determination**

If TAG cannot determine a prospective subscriber's eligibility for Lifeline by accessing income databases or program eligibility databases, TAG's employees or agents ("Company personnel") will review documentation establishing eligibility pursuant to the Lifeline rules.<sup>8</sup> All Company personnel who interact with current or prospective customers will be trained to assist Lifeline applicants in determining whether they are eligible to participate based on the federal and state-specific income-based and/or program-based criteria. These Company personnel will be trained to answer questions about Lifeline eligibility, and will review required documentation to determine whether it satisfies the *Lifeline Reform Order* and state-specific eligibility requirements using state-specific checklists.<sup>9</sup>

Proof of Eligibility. Company personnel will be trained on acceptable documentation required to establish income-based and program-based eligibility.<sup>10</sup>

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<sup>8</sup> See *Lifeline Reform Order*, ¶ 100; section 54.410(b)(1)(i)(B), 54.410(c)(1)(i)(B); Cricket Compliance Plan at 4.

<sup>9</sup> See Cricket Compliance Plan at 6.

<sup>10</sup> See *Lifeline Reform Order*, ¶ 101.

Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (e.g., the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.<sup>11</sup>

Acceptable documentation of income eligibility includes the prior year's state, federal, or Tribal tax return; current income statement from an employer or paycheck stub; a Social Security statement of benefits; a Veterans Administration statement of benefits; a retirement/pension statement of benefits; an Unemployment/Workmen's Compensation statement of benefits; federal or Tribal notice letter of participation in General Assistance; or a divorce decree, child support award, or other official document containing income information for at least three months time.<sup>12</sup>

Company personnel will examine this documentation for each Lifeline applicant, and will record the type of documentation used to satisfy the income- or program-based criteria.<sup>13</sup> TAG will not retain a copy of this documentation.<sup>14</sup> Where Company personnel conclude that proffered documentation is insufficient to establish such eligibility, TAG will deny the associated application and inform the applicant of the

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<sup>11</sup> *Id.* and section 54.410(c)(1)(i)(B).

<sup>12</sup> *See Lifeline Reform Order*, ¶101; section 54.410.(b)(1)(i)(B).

<sup>13</sup> *See Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(iii), 54.410(c)(1)(iii).

<sup>14</sup> *See Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(ii), 54.410(c)(1)(ii).

reason for such rejection.<sup>15</sup> In the event that Company personnel cannot ascertain whether documentation of a specific type is sufficient to establish an applicant's eligibility, the matter will be escalated to the appropriately qualified supervisory personnel at TAG's corporate headquarters in Carrollton, Texas.<sup>16</sup>

De-Enrollment for Ineligibility. If TAG has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, TAG will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.<sup>17</sup> A demonstration of eligibility must comply with the annual verification procedures below and found in new rule section 54.410(f), including the submission of a completed and signed certification form.

#### C. Subscriber Certifications for Enrollment

TAG will implement certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the *Lifeline Reform Order*, together with any additional state certification requirements.<sup>18</sup> TAG shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent TAG's customers from engaging in such abuse of the program, inadvertently or intentionally.<sup>19</sup> Every applicant will be required to complete an

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<sup>15</sup> See Cricket Compliance Plan at 6.

<sup>16</sup> See *id.*

<sup>17</sup> See *Lifeline Reform Order*, ¶ 143; section 54.405(e)(1).

<sup>18</sup> *Lifeline Reform Order*, ¶ 61; section 54.410(a).

<sup>19</sup> See Cricket Compliance Plan at 3.

application/certification form containing disclosures, and collecting certain information and certifications as discussed below.<sup>20</sup> Applicants that do not complete the form in person will be required to submit a completed and signed application/certification to TAG by mail, facsimile, electronic mail or other electronic transmission, inclusive of the required proof of eligibility. Any evidentiary documentation submitted with the application/certification is used strictly to verify a consumer's eligibility to participate in the Lifeline program. Upon approval of the customer's application/certification, such proof of eligibility is either returned to the customer or destroyed, and is not retained by TAG, as previously stated in section I.B above. In addition, Company personnel will verbally explain the certifications to consumers when they are enrolling in person or over the phone.<sup>21</sup>

Disclosures. TAG's application/certification forms will include the following disclosures: (1) Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program; (2) only one Lifeline service is available per household; (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses; (4) a household is not permitted to receive Lifeline benefits from multiple providers; (5) violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-enrollment from the program; and (6) Lifeline is a non-

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<sup>20</sup> See Model Application/Certification Forms, included as Exhibit B. See Compliance Plan Public Notice at 3.

<sup>21</sup> See *Lifeline Reform Order*, ¶ 123.

transferable benefit and the applicant may not transfer his or her benefit to any other person.<sup>22</sup>

Application/certification forms will also state that: (1) the service for which the consumer is applying is a Lifeline service, (2) Lifeline is a government assistance program, and (3) only eligible consumers may enroll in the program.<sup>23</sup>

In addition, TAG will notify the applicant that the Lifeline service must be personally activated by the applicant/subscriber and the service will be deactivated and the subscriber de-enrolled if the subscriber does not use the service for 60 days.<sup>24</sup>

Information Collection. TAG will also collect the following information from the applicant in the application/certification form: (1) the applicant's full name;<sup>25</sup> (2) the applicant's full residential address (P.O. Box is not sufficient<sup>26</sup>); (3) whether the applicant's residential address is permanent or temporary; (4) the applicant's billing address, if different from the applicant's residential address; (5) the applicant's date of birth; (6) the last four digits of the applicant's Social Security number (or the applicant's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a Social Security number); (7) if the applicant is seeking to qualify for Lifeline under the program-based criteria, the name of the qualifying assistance program from which the applicant, his or her dependents, or his or her household receives benefits.<sup>27</sup>

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<sup>22</sup> See *Lifeline Reform Order*, ¶ 121; section 54.410(d)(1).

<sup>23</sup> See section 54.405(c).

<sup>24</sup> See *Lifeline Reform Order*, ¶ 257.

<sup>25</sup> See Cricket Compliance Plan at 4.

<sup>26</sup> See *Lifeline Reform Order*, ¶ 87.

<sup>27</sup> See Cricket Compliance Plan at 4.

and (8) if the applicant is seeking to qualify for Lifeline under the income-based criterion, the number of individuals in his or her household.<sup>28</sup>

Applicant Certification. Consistent with new rule section 54.410(d)(3), TAG will require the applicant to certify, under penalty of perjury, in writing or by electronic signature or interactive voice response recording,<sup>29</sup> the following: (1) the applicant meets the income-based or program-based eligibility criteria for receiving Lifeline; (2) the applicant will notify TAG within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the applicant no longer meets the income-based or program-based criteria for receiving Lifeline support, the applicant is receiving more than one Lifeline benefit, or another member of the applicant's household is receiving a Lifeline benefit; (3) if the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, that he or she lives on Tribal lands; (4) if the applicant moves to a new address, that he or she will provide that new address to TAG within 30 days; (5) if the applicant provided a temporary residential address to TAG, the applicant will be required to verify his or her temporary residential address every 90 days; (6) the applicant's household will receive only one Lifeline service and, to the best of the applicant's knowledge, the applicant's household is not already receiving a Lifeline service;<sup>30</sup> (7) the information contained in the applicant's application/certification form is true and correct to the best of the applicant's knowledge;<sup>31</sup> (8) the applicant acknowledges that providing false or fraudulent

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<sup>28</sup> See section 54.410(d)(2). See Cricket Compliance Plan at 4.

<sup>29</sup> See *Lifeline Reform Order*. ¶¶ 168-69; section 54.419.

<sup>30</sup> See Cricket Compliance Plan at 4.

<sup>31</sup> See *id.* at 5.



information to receive Lifeline benefits is punishable by law; and (9) the applicant acknowledges that the applicant may be required to re-certify his or her continued eligibility for Lifeline at any time, and the applicant's failure to re-certify as to the applicant's continued eligibility will result in de-enrollment and the termination of the applicant's Lifeline benefits pursuant to the de-enrollment policy included below and in the Commission's rules.

In addition, the applicant will be required to authorize TAG to access any records required to verify the applicant's statements on the application/certification form and to confirm the applicant's eligibility for the Lifeline credit.<sup>32</sup> The applicant must also authorize TAG to release any records required for the administration of the Lifeline credit program, including to USAC to be used in a Lifeline program database.<sup>33</sup>

#### **D. Annual Verification Procedures**

TAG will annually re-certify all subscribers by querying the appropriate eligibility databases or obtaining a signed certification from each subscriber consistent with the certification requirements above and new section 54.410(d) of the Commission's rules. This certification will include a confirmation that the applicant's household will receive only one Lifeline service and, to the best of the subscriber's knowledge, the subscriber's household is receiving no more than one Lifeline service.<sup>34</sup> TAG will notify each

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<sup>32</sup> See *id.*

<sup>33</sup> See Section 54.404(b)(9). The application/certification form will also describe the information that will be transmitted, that the information is being transmitted to USAC to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service. See *id.* See also Cricket Compliance Plan at 5.

<sup>34</sup> See *Lifeline Reform Order*, ¶ 120 and Cricket Compliance Plan at 8.

participating Lifeline customer annually that he or she must confirm his or her continued eligibility in accordance with the applicable requirements.<sup>35</sup> Further, the verification materials will inform the subscriber that he or she is being contacted to re-certify his or her continuing eligibility for Lifeline service and if the subscriber fails to respond, he or she will be de-enrolled from the program.<sup>36</sup>

2012 Verification. TAG will re-certify the eligibility of each of its existing subscribers as of June 1, 2012 on a rolling basis by the end of 2012 and report the results to USAC by January 31, 2013.<sup>37</sup> TAG will contact its subscribers via text message to their Lifeline supported telephone, or by mail, phone, email or other Internet communication. The notice will explain the actions the customer must take to retain their Lifeline benefits, when such Lifeline benefits may be terminated, and how to contact TAG in response to the re-certification requirement.

Verification De-Enrollment. TAG will de-enroll subscribers that do not respond to the annual verification or fail to provide the required certification.<sup>38</sup> TAG will give subscribers 30 days to respond to the initial annual verification inquiry. If the subscriber does not respond, TAG will send a separate written notice explaining that failure to respond within 30 days will result in the subscriber's de-enrollment from the Lifeline program. If the subscriber does not respond within 30 days from the date of the written notice, TAG will de-enroll the subscriber within five business days.

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<sup>35</sup> See Cricket Compliance Plan at 8.

<sup>36</sup> See *Lifeline Reform Order*, ¶ 145.

<sup>37</sup> See *id.*, ¶ 130.

<sup>38</sup> See *id.*, ¶ 142; section 54.54.405(c)(4).

**E. Activation and Non-Usage**

TAG will not consider a Lifeline subscriber activated, and will not seek reimbursement for Lifeline service for that subscriber, until the subscriber activates TAG's Lifeline service by affirmatively acknowledging that they are the applicant and that they have applied for and wish to receive Lifeline service from TAG.<sup>39</sup> In addition, after service activation, TAG will provide a de-enrollment notice to subscribers that have not used their service for 60 days. After 60 days of non-use, TAG will provide notice to the subscriber that failure to use the Lifeline service or provide other confirmation directly to TAG that the subscriber wishes to retain their Lifeline service within 30-days from the date of the de-enrollment notice will result in de-enrollment from the Lifeline program.<sup>40</sup> Subscribers can "use" the service by: (1) completing an outbound call; (2) purchasing minutes from TAG to add to the subscriber's plan; (3) answering an incoming call from a party other than TAG; or (4) responding to a direct contact from TAG confirming that the subscriber wants to continue receiving the service.<sup>41</sup>

If the subscriber does not respond to the notice as provided above, the subscriber will be de-enrolled from the Lifeline program and TAG will not request further Lifeline

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<sup>39</sup> TAG's activation process requires customers to contact the TAG Customer Welcome Center to activate their service upon receipt of their handset. New activations are routed to a dedicated activation hotline where TAG's specially trained Customer Support Agents validate the information contained in the subscriber's application, receive affirmative acknowledgment that the individual activating the phone is the applicant and that they have applied for and wish to receive Lifeline service from TAG, and then activate the Lifeline Service.

<sup>40</sup> See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3). See Cricket Compliance Plan at 2 (stating that it did not need to implement a non-usage policy because it offered only plans with unlimited local and long distance calling).

<sup>41</sup> See *Lifeline Reform Order*, ¶ 261; section 54.407(c)(2).

reimbursement for the subscriber. TAG will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.<sup>42</sup>

**F. Additional Measures to Prevent Waste, Fraud and Abuse**

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, TAG will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence.<sup>43</sup>

In addition to checking the National Lifeline Accountability Database contemplated in the *Lifeline Reform Order* (the "Database") when it becomes available, Company personnel will emphasize the "one Lifeline phone per household" restriction in their direct sales contacts with potential customers.<sup>44</sup> 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.<sup>45</sup> All Company personnel interacting with existing and potential Lifeline customers will undergo training regarding the eligibility and certification requirements in the *Lifeline Reform Order* and this Compliance Plan.

National Lifeline Accountability Database. When the Database becomes available, TAG will comply with the requirements of new rule section 54.404. TAG will query the Database to determine whether an applicant is currently receiving Lifeline

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<sup>42</sup> See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

<sup>43</sup> See Cricket Compliance Plan at 9.

<sup>44</sup> See *id.*, at 6, 9.

<sup>45</sup> See *id.*

service from another ETC and whether anyone else living at the applicant's residential address is currently receiving Lifeline service.<sup>46</sup>

One-Per-Household. TAG will implement the requirements of the *Lifeline Reform Order* to ensure that it provides only one Lifeline benefit per household<sup>47</sup> through the use of its application/certification forms discussed above, internal database checks and its marketing materials discussed below. Upon receiving an application for Lifeline service, TAG will search its own internal records to ensure that it does not already provide Lifeline-supported service to someone at the same residential address.<sup>48</sup> If so, and the applicant lives at an address with multiple households, TAG will require the applicant to complete and submit a written USAC document containing the following: (1) an explanation of the Commission's one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the

<sup>46</sup> See *Lifeline Reform Order*, ¶ 203. Company will also transmit to the National Database the information required for each new and existing Lifeline subscriber. See *id.*, ¶¶ 189-195; section 54.404(b)(6). Further, Company will update each subscriber's information in the National Database within ten business days of any change, except for de-enrollment, which will be transmitted within one business day. See section 54.404(b)(8),(10).

<sup>47</sup> A "household" is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians. See *Lifeline Reform Order*, ¶ 74; section 54.400(h).

<sup>48</sup> See *id.*, ¶ 78 and Cricket Compliance Plan at 7.

household's expenses or benefit from the applicant's income, pursuant to the Commission's definition; and (4) the penalty for a consumer's failure to make the required one-per-household certification (*i.e.*, de-enrollment).<sup>49</sup> Further, if an applicant provides a temporary address on his or her application/certification form collected as described above, TAG will verify with the applicant/subscriber every 90 days that the address provided in the application/certification remains valid.<sup>50</sup>

Finally, Company personnel will inform each Lifeline applicant that he or she may be receiving Lifeline support under another name, facilitate the applicant's understanding of what constitutes "Lifeline-supported services," and assist in determining whether he or she is already benefiting from Lifeline support, by informing the consumer that not all Lifeline services are currently marketed under the name Lifeline.

Marketing Materials. Within the deadline provided in the *Lifeline Reform Order*, TAG will include the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service,<sup>51</sup> (2) Lifeline is a government assistance program, (3) Lifeline service is non-transferable, (4) only eligible consumers may enroll in the Lifeline program, (5) the Lifeline program is limited to one discount per household; (6) what documentation is necessary for enrollment; (7) TAG's name (the ETC); and (8) a statement informing consumers that willfully making a false statement in order to obtain the Lifeline benefit can be punished by fine, imprisonment or being barred from the program.<sup>52</sup> These statements will be included in all print, audio

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<sup>49</sup> See *Lifeline Reform Order*, ¶ 78.

<sup>50</sup> See *id.*, ¶ 89.

<sup>51</sup> See Cricket Compliance Plan at 4.

<sup>52</sup> See *Lifeline Reform Order*, ¶ 275; section 54.405(c).

video and web materials (including social networking media) used to describe or enroll customers in TAG's Lifeline service offering, as well as TAG's application/certification forms and annual re-certification forms.<sup>53</sup> This specifically includes the Company's website (www.tagmobile.com) and any outdoor signage.<sup>54</sup> Samples of TAG's marketing materials are included as Exhibit C.

#### **G. Company Reimbursements From the Fund**

To ensure that TAG does not seek reimbursement from the Fund without a subscriber's consent, TAG will certify, as part of each reimbursement request, that it is in compliance with all of the Commission's Lifeline rules and, to the extent required, has obtained valid application/certification and verification forms from each of the subscribers for whom it is seeking reimbursement.<sup>55</sup> Further, the Company will transition the submission of its FCC Forms 497 to the eighth day of each month in order to be reimbursed the same month, and inform USAC, to the extent necessary, to transition its reimbursement process to actual claims rather than projected claims over the course of more than one month.<sup>56</sup> In addition, TAG will keep accurate records as directed by USAC<sup>57</sup> and as required by new section 54.417 of the Commission's rules.

#### **H. Annual Company Certifications**

TAG will submit an annual certification to USAC, signed by a Company officer under penalty of perjury, that TAG: (1) has policies and procedures in place to review

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<sup>53</sup> *Id.*

<sup>54</sup> *Id.*

<sup>55</sup> *See Lifeline Reform Order*, ¶ 128; section 54.407(d).

<sup>56</sup> *See Lifeline Reform Order*, ¶¶ 302-306.

<sup>57</sup> *See id.*



consumers' proof of eligibility documentation and ensure that its Lifeline subscribers are eligible to receive Lifeline services;<sup>58</sup> (2) is in compliance with all federal Lifeline certification procedures;<sup>59</sup> and (3) has obtained a valid application/certification form for each subscriber for whom TAG seeks Lifeline reimbursement.<sup>60</sup>

In addition, TAG will provide the results of its annual re-certifications/verifications to the Commission, USAC, the applicable state commission and the relevant Tribal governments (for subscribers residing on Tribal lands) on an annual basis.<sup>61</sup> Further, as discussed above, TAG will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.<sup>62</sup>

TAG will also annually report to the Commission, USAC, and relevant state commissions and the relevant authority in a U.S. territory or Tribal government as appropriate,<sup>63</sup> the Company name, names of TAG's holding company, operating companies and affiliates, and any branding (such as a "dba" or brand designation) as well as relevant universal service identifiers for each entity by Study Area Code.<sup>64</sup> TAG will report annually information regarding the terms and conditions of its Lifeline plans for voice telephony service offered specifically for low income consumers during the previous year, including the number of minutes provided and whether there are additional

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<sup>58</sup> See *Lifeline Reform Order*, ¶ 126; section 54.416(a)(1).

<sup>59</sup> See *Lifeline Reform Order*, ¶ 127; section 54.416(a)(2).

<sup>60</sup> See section 54.416(a)(3).

<sup>61</sup> See *Lifeline Reform Order*, ¶¶ 132, 148; section 54.416(b).

<sup>62</sup> See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

<sup>63</sup> See *Lifeline Reform Order*, section 54.422(c).

<sup>64</sup> See *Lifeline Reform Order*, ¶¶ 296, 390; section 54.422(a).

charges to the consumer for service, including minutes of use and/or toll calls.<sup>65</sup> Finally, TAG will annually provide detailed information regarding service outages in the previous year, the number of complaints received and certification of compliance with applicable service quality standards and consumer protection rules, as well as a certification that TAG is able to function in emergency situations.<sup>66</sup>

#### **L Cooperation with State and Federal Regulators**

TAG has cooperated and will continue to cooperate with federal and state regulators to prevent waste, fraud and abuse. More specifically, TAG will:

- Make available state-specific subscriber data, including the names and addresses of its Lifeline subscribers, to USAC and to each state public utilities commission where TAG operates for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier;<sup>67</sup>
- Assist the Commission, USAC, state commissions, and other ETCs in resolving instances of duplicative enrollment by Lifeline subscribers, including by providing to USAC and/or any state commission, upon request, the necessary information to detect and resolve duplicative Lifeline claims;
- Promptly investigate any notification that it receives from the Commission, USAC, or a state commission to the effect that one of its customers already receives Lifeline service from another carrier; and
- Immediately de-enroll any subscriber whom TAG has a reasonable basis to believe<sup>68</sup> is receiving Lifeline-supported service from another ETC or is no longer eligible to participate in the Lifeline program – whether or not

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<sup>65</sup> See *Lifeline Reform Order*, ¶ 390; section 54.422(b)(5).

<sup>66</sup> See *Lifeline Reform Order*, ¶ 389; section 54.422(b)(1)-(4).

<sup>67</sup> TAG anticipates that the need to provide such information will sunset following the implementation of the Database.

<sup>68</sup> See section 54.405(e)(1).

such information is provided by the Commission, USAC, or a state commission.<sup>69</sup>

## II. Description of Lifeline Service Offerings<sup>70</sup>

TAG will offer its Lifeline service in the states where it is designated as an ETC<sup>71</sup> and throughout the coverage area of its underlying providers, Sprint and Verizon Wireless. TAG's Lifeline offering will provide customers with at least 100 anytime voice minutes per month, and text messaging at a rate of 3 texts per voice minute, at no charge.<sup>72</sup> Lifeline customers can purchase additional bundles of minutes, referred to in TAG's general terms and conditions as Replenishment plans. TAG's Replenishment plans are available in either 7 day or 30 day increments, and include text messaging and data service. Standard Replenishment plan pricing and terms are as follows:

7 Day Plan – 100 minutes, up to 200 text messages & 5MB data<sup>73</sup> for \$7.00  
30 Day Plan 1 – 500 minutes, up to 1000 text messages & 20MB data for \$20.00  
30 Day Plan 2 – 1,000 minutes, up to 1200 text messages & 30MB data for \$30.00

These Replenishment plans, or “top-up” minutes, are available for purchase at TAG's retail locations and on its website. Where text messaging is not included in a plan as a separate component, it is available with all TAG voice plans at the rate of three (3) texts, either sent or received, to one (1) minute of airtime usage. Additional information

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<sup>69</sup> See Cricket Compliance Plan at 10.

<sup>70</sup> See Compliance Plan Public Notice at 3.

<sup>71</sup> TAG is currently designated as an ETC in Arkansas, Kentucky, Louisiana, Maryland, Oklahoma, and West Virginia.

<sup>72</sup> TAG's Lifeline offering in Kentucky provides customers with 200 anytime voice minutes per month, and text messaging at a rate of 3 texts per voice minute. TAG's Lifeline offering in Oklahoma is not yet set and is subject to further discussions with staff.

<sup>73</sup> Available on phones with data capabilities.

regarding TAG's plans, rates and services can be found on its website at [www.tagmobile.com](http://www.tagmobile.com).

In addition to free voice services, TAG's Lifeline plan will include a free handset and custom calling features at no charge, including Caller ID, Call Waiting, Call Forwarding, 3-Way Calling, and Voicemail. All plans include domestic long-distance at no extra per minute charge. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes.

### III. Demonstration of Financial and Technical Capabilities and Certifications Required for ETC Designation<sup>74</sup>

Financial and Technical Capabilities. Revised Commission rule 54.202(a)(4), 47 C.F.R. 54.202(a)(4), requires carriers petitioning for ETC designation to demonstrate financial and technical capability to comply with the Commission's Lifeline service requirements.<sup>75</sup> The Compliance Plan Public Notice requires that carriers' compliance plan include this demonstration. Among the factors the Commission will consider are: a carrier's prior offering of service to non-Lifeline subscribers, the length of time the carrier has been in business, whether the carrier relies exclusively on Lifeline reimbursement to operate; whether the carrier receives revenues from other sources and whether the carrier has been the subject of an enforcement action or ETC revocation proceeding in any state.

TAG has been providing telecommunications service since March of 2010 and it has been providing Lifeline service since October of 2010. As discussed in Section II *supra*, TAG receives revenue from a number of sources which are completely

<sup>74</sup> See Compliance Plan Public Notice at 3.

<sup>75</sup> See *Lifeline Reform Order*, ¶¶ 387-388 (revising Commission rule 54.202(a)(4)).

independent from the revenue it receives in the form of Lifeline reimbursements. TAG's revenue stream includes, in addition to its Lifeline service offerings, income from the sale of replenishment airtime minutes, the sale of prepaid wireless service to non-Lifeline consumers, the sale of wholesale airtime to smaller and/or regional wireless service providers, and the sale of various other ancillary services, including but not limited to Wireless Land Line Replacement service, data services, and text only service packages. Consequently, TAG has not and will not be relying exclusively on Lifeline reimbursement for its operating revenues. TAG receives revenues from these wholesale and non-Lifeline retail offerings, and also has access to other financial resources including from its parent company. The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

Service Requirements Applicable to TAG's Support. The Compliance Plan Public Notice requires carriers to include "certifications required under newly amended section 54.202 of the Commission's rules."<sup>76</sup> TAG certifies that it will comply with the service requirements applicable to the support it receives.<sup>77</sup> TAG provides all of the telecommunications services supported by the Lifeline program and will make the services available to all qualified consumers throughout the states in which it is designated as an ETC. TAG's services include voice telephony services that provide voice grade access to the public switched network or its functional equivalent. TAG's service offerings provide its customers with a set number of minutes of use for local service at no charge to the customer. TAG's current Lifeline offerings include the

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<sup>76</sup> Compliance Plan Public Notice at 3.

<sup>77</sup> 47 C.F.R. § 54.202(a)(1).

packages described in Section II *supra* that can be used for both local and domestic toll service.

TAG also will provide access to emergency services provided by local government or public safety officials, including 911 and E911 where available, and will comply with any Commission requirements regarding E911-compatible handsets. As discussed above, TAG will comply with the Commission's forbearance grant conditions relating to the provision of 911 and E911 services and handsets.

Finally, TAG will not provide toll limitation service ("TLS"), which allows low income consumers to avoid unexpected toll charges. However, since TAG is a prepaid service provider, customers cannot be disconnected for failure to pay toll charges, nor are there additional charges for exceeding their pre set minutes. Further, TAG, like most wireless carriers, does not differentiate domestic long distance toll usage from local usage and all usage is paid for in advance. Pursuant to the *Lifeline Reform Order*, subscribers to such services are not considered to have voluntarily elected to receive TLS.<sup>78</sup>

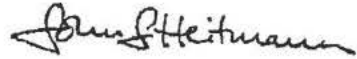
#### IV. Conclusion

TAG submits that its Compliance Plan fully satisfies the conditions set forth in the Commission's *Lifeline Reform Order*, the Compliance Plan Public Notice and the Lifeline rules. Accordingly, TAG respectfully requests that the Commission expeditiously approve its Compliance Plan.

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<sup>78</sup> See *Lifeline Reform Order*, ¶ 230.

Respectfully submitted,



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*Counsel to TAG Mobile, LLC*

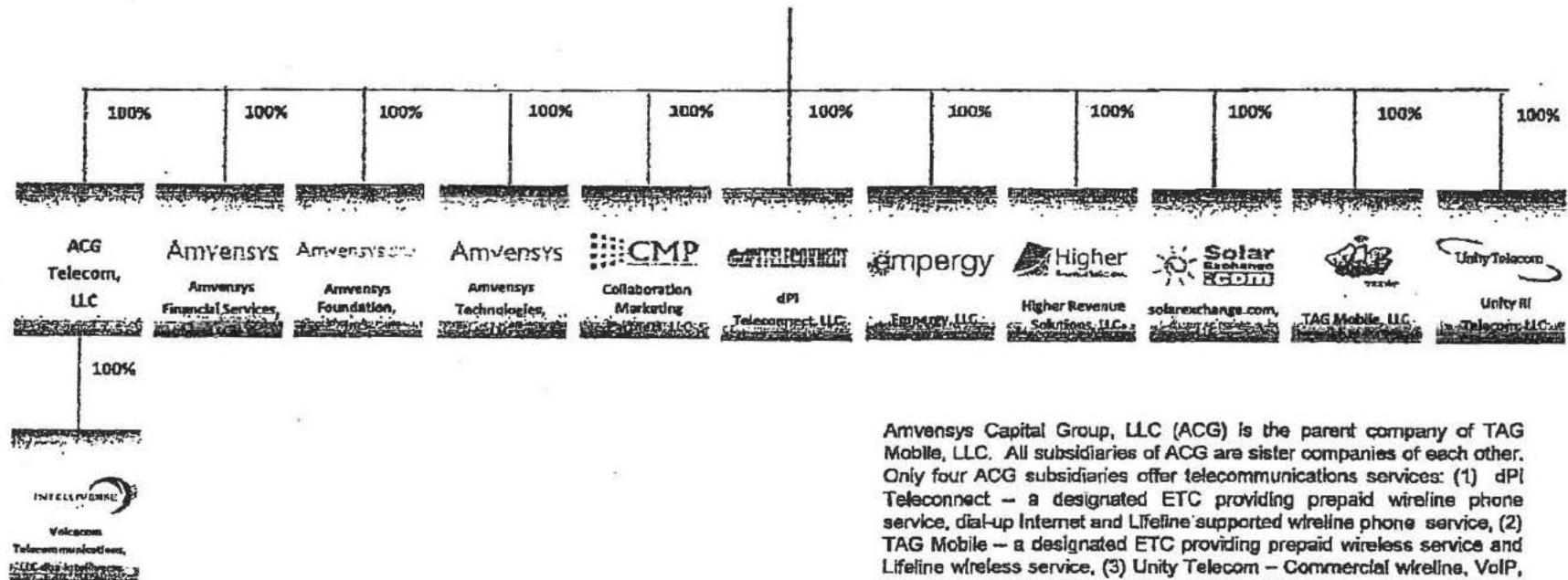
March 6, 2012



## **EXHIBIT A**

# Legal Structure

## Amvensys Capital Group



Amvensys Capital Group, LLC (ACG) is the parent company of TAG Mobile, LLC. All subsidiaries of ACG are sister companies of each other. Only four ACG subsidiaries offer telecommunications services: (1) dPI Teleconnect – a designated ETC providing prepaid wireline phone service, dial-up Internet and Lifeline-supported wireline phone service, (2) TAG Mobile – a designated ETC providing prepaid wireless service and Lifeline wireless service, (3) Unity Telecom – Commercial wireline, VoIP, DSL and Hosted PBX services, and (4) Intelliverse – VoIP, IVR and Hosted PBX services.

## EXHIBIT B



**FREE Cell Phone with free minutes every 30-days for a year!**

**TAG Mobile Lifeline minute plans include:**

- nationwide coverage for Sprint or Verizon networks
- minutes good for local and domestic long distance calls
- text to 911 available even when your phone has no minutes left
- text messaging
- voicemail
- emergency calls

### Do you qualify for this FREE program?

You may qualify for a FREE PHONE and FREE SERVICE with no activation fee if you participate in any one of the following programs:

- Supplemental Security Income (SSI)
- Federal Public Housing (Section 8)
- Low-Income Home Energy Assistance
- Temporary Assistance to Needy Families (TANF)
- Food Stamps
- Medicaid
- National School Lunch Program

This is a Lifeline service limited to one discount per household. Lifeline is a government assistance program and is non-transferable. Proof of eligibility, such as an eligible program card or statement of benefits, is required and only eligible consumers may enroll. Consumers who willfully make a false statement in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

**Questions? Contact Customer Service at 1-866-959-4918**

### Need More Minutes Each Month?

Price	Minutes Packages	Expiration
\$7.00	100 Minutes & up to 200 texts	7 days
\$20.00	500 Minutes & up to 1000 texts	30 days
\$30.00	1000 Minutes & up to 1200 texts	30 days

#### Terms and Conditions:

Provider of a free phone and a preset amount of free monthly minutes of use are provided by TAG as part of the Universal Service Low Income support mechanism commonly referred to as the Lifeline program. Lifeline benefits are federal benefits limited to a single line of service per household. You may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one land line or one wireless number, but you cannot have the discount on both. Note that not all Lifeline services are currently marketed under the name Lifeline. If you do not qualify for Lifeline supported services, you may still purchase a phone and pay some basic activation plus the cost of one of TAG's pre-paid service packages per month. In most cases, TAG services will only work on cellular handsets provided by participants from TAG. Text messaging used with Lifeline service is discounted for mobile originating and mobile terminating messages at the rate of 5 cents either sent or received, to 1 of your free monthly minutes. It does not affect your minutes to check your voicemail from any other phone. Unused Lifeline minutes expire at midnight EST on the 30th day of the billing cycle associated with your Lifeline account, which is determined by your service initiation date. By activating and using this service you agree to indemnify and hold harmless TAG Mobile, LLC and its affiliates for any damages that arise from the use of the service. The wireless service discounted herein is provided on either the Sprint or Verizon Wireless Networks and is made under the TAG Mobile brand. TAG Mobile is a registered trademark. For complete terms and conditions visit our website: [www.tagmobile.com](http://www.tagmobile.com).

# FREE

## Cell Phone

### Free Minutes Every Month

No Contract

No Credit Check

### Sign Up Today!



mobile

This is a Lifeline service limited to one discount per household. Lifeline is a government assistance program and is non-transferrable. Proof of eligibility, such as an eligible program card or statement of benefits, is required and only eligible consumers may enroll. Consumers who willfully make a false statement in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.





mobile

[www.tagmobile.com](http://www.tagmobile.com)

**FREE**

**Cell Phone**

**Free Minutes Every Month**

**No Contract**

**No Credit Check**

**Sign Up Today!**

This is a Lifeline service limited to one discount per household. Lifeline is a government assistance program and is non-transferable. Proof of eligibility, such as an eligible program card or statement of benefits, is required and only eligible consumers may enroll. Consumers who willfully make a false statement in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

## EXHIBIT C



(STATE) Wireless Lifeline Service Application



When completed mail or fax form to:  
1330 Capital Parkway  
Carrollton, TX 75006  
Fax 866-254-6320  
Customer Service: 1-866-969-4918



A complete and signed Lifeline Application and Certification Form ("Application") is required to enroll your household in TAG Mobile, LLC's ("TAG's") Lifeline program in your state. This Application is only for the purpose of verifying your eligibility for the Lifeline service program and will not be used for any other purpose. Lifeline is a government assistance program and only eligible consumers may enroll in the program. Lifeline service is a non-transferrable service and therefore may not be transferred to any other individual, including another eligible low-income consumer. All Lifeline subscribers must complete their own Application for service. Service requests will not be processed until this Application has been received and validated by TAG. Applicants must personally activate TAG's Lifeline service by calling ~~XXX-XXX-XXXX~~.

Lifeline benefits are federal benefits and Applicants that make false statements in order to obtain the Lifeline benefit can be punished by fine or imprisonment, de-enrollment or can be barred from the program. Only one Lifeline service is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline benefits from multiple providers. A violation of the one-per-household requirement constitutes a violation of the Federal Communication Commission's rules and will result in de-enrollment from the program, and could result in criminal prosecution by the United States government. The Lifeline benefit may be applied to either one landline or one wireless number, but cannot be applied to both. Note that not all Lifeline services are currently marketed under the name Lifeline.

Each household will be required to verify continued eligibility for Lifeline program participation on at least an annual basis.

I (Applicant) participate in at least one of the following programs, and am able to verify my identity and participation as required:

PLEASE CHECK ONE

- |   |   |
|---|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP)   | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF)           |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Low Income Home Energy Assistance Plan (LIHEAP)          |
| <input type="checkbox"/> Medicaid (not Medicare)                            | <input type="checkbox"/> National School Lunch Program's free lunch program (NSL) |
| <input type="checkbox"/> Supplemental Security Income (SSI)                 | <input type="checkbox"/> Income at or below 135% of federal poverty level         |

Evidence of program eligibility is required. Where such eligibility cannot be validated through a state and/or federal database or other alternative means, it may be validated in person by a TAG Agent by providing a copy of the Applicant's state issued ID card and a copy of the program identification card or other social service agency documentation showing current participation.

I (Applicant) certify, under penalty of perjury that [check boxes]:

- ☐ I have read and understand this Application, and swear and affirm that the information contained in this Application is true and correct, to the best of my knowledge and belief. I understand that I must meet certain eligibility qualifications as described above to receive Lifeline assistance, and I further understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- ☐ I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the above designated program(s) and will notify TAG within thirty (30) business days (1) if I am no longer participating in any of the above designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
- ☐ The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on this Application that I am required to notify TAG of my new address within 30 days.
- ☐ If I provided a temporary residential address to TAG, I will verify my temporary residential address every 90 days.
- ☐ I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
- ☐ I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
- ☐ I authorize TAG to access any records required to verify my statements on this form and to confirm my eligibility for the TAG Lifeline credit. I give permission to the duly authorized official(s) administering the above programs to provide to TAG my participation status in any of the above program(s). I give this permission on the condition that the information in this Application and any information about my participation in the above programs provided by officials be maintained by TAG as confidential customer account information.

- ☐ I authorize TAG to release any records required for the administration of the TAG Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
- ☐ My household will receive only one Lifeline benefit and, to the best of my knowledge, my household is not currently receiving a Lifeline-supported service from any other provider.
- ☐ I am entitled to complete this Application, and am not listed as a dependent on another person's tax return (unless over the age of 60).

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_ Last 4 Digits of SSN: \_\_\_\_\_

Residence Address (May not be a PO Box): \_\_\_\_\_

- ☐ The address provided above is a temporary address. I will validate this address with TAG every 90 days until I obtain a permanent address.

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different than residence address): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

If Qualifying for Lifeline by Income, the Number of Individuals in My Household: \_\_\_\_\_

I, \_\_\_\_\_, hereby attest that the Applicant's ID and supporting documentation checked below were presented and verified.  
(Agent/Company Representative Name)

Agent/Company Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**In order for your TAG Lifeline account to remain active, we require that you use your TAG Lifeline supported wireless service at least once per month.**

You can use the service by completing an outbound call, purchasing minutes from TAG to add to your plan, answering an incoming call from someone other than TAG or responding to a direct contact from TAG confirming that you want to continue receiving the service.

For Agent Use Only (check only 1 eligibility category and only 1 box under that category; do not copy or retain documentation):	
<b>Documents Acceptable Proof for Income-Eligibility:</b> <input type="checkbox"/> The prior year's state, federal, or Tribal tax return; <input type="checkbox"/> Current income statement from an employer or paycheck stub; <input type="checkbox"/> A Social Security statement of benefits; <input type="checkbox"/> A Veterans Administration statement of benefits; <input type="checkbox"/> A retirement/pension statement of benefits; <input type="checkbox"/> An Unemployment/Workmen's Compensation statement of benefits; <input type="checkbox"/> Federal or Tribal notice letter of participation in General Assistance; or <input type="checkbox"/> A divorce decree, child support award, or other official document containing income information for at least three months time.	<b>Documents Acceptable Proof for Program-Eligibility:</b> <input type="checkbox"/> The current or prior year's statement of benefits from a qualifying state, federal or Tribal program; <input type="checkbox"/> A notice letter of participation in a qualifying state, federal or Tribal program; <input type="checkbox"/> Program-participation documents (e.g., the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or <input type="checkbox"/> Another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.
Applicant's Account Number	Corp ID/Dealer Number
Customer ESN	Customer MDN



# (STATE) Wireless Lifeline Service Application



When completed mail or fax form to:  
1330 Capital Parkway  
Carrollton, TX 75006  
Fax 866-254-8320  
Customer Service: 1-866-959-4918



A complete and signed Lifeline Application and Certification Form ("Application") is required to enroll your household in TAG Mobile, LLC's ("TAG's") Lifeline program in your state. This Application is only for the purpose of verifying your eligibility for the Lifeline service program and will not be used for any other purpose. Lifeline is a government assistance program and only eligible consumers may enroll in the program. Lifeline service is a non-transferable service and therefore may not be transferred to any other individual, including another eligible low-income consumer. All Lifeline subscribers must complete their own Application for service. Service requests will not be processed until this Application has been received and validated by TAG. Applicants must personally activate TAG's Lifeline service by calling ~~XXX-XXX-XXXX~~.

Lifeline benefits are federal benefits and Applicants that make false statements in order to obtain the Lifeline benefit can be punished by fine or imprisonment, de-enrollment or can be barred from the program. Only one Lifeline service is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline benefits from multiple providers. A violation of the one-per-household requirement constitutes a violation of the Federal Communication Commission's rules and will result in de-enrollment from the program, and could result in criminal prosecution by the United States government. The Lifeline benefit may be applied to either one landline or one wireless number, but cannot be applied to both. Note that not all Lifeline services are currently marketed under the name Lifeline.

Each household will be required to verify continued eligibility for Lifeline program participation on at least an annual basis.

Please indicate which Lifeline Program for which you qualify:

## ☐ Enhanced Lifeline

I (Applicant) hereby certify that I am an eligible resident of Tribal Lands, I participate in at least one of the following programs and am able to verify my identity and participation as required.

## PLEASE CHECK ONE

- |   |   |
|---|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP)         | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF)           |
| <input type="checkbox"/> Food Distribution Program on Indian Reservations (FDPIR) | <input type="checkbox"/> Tribally Administered TANF (TATANF)                      |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA)       | <input type="checkbox"/> Low Income Home Energy Assistance Plan (LIHEAP)          |
| <input type="checkbox"/> Medicaid (not Medicare)                                  | <input type="checkbox"/> National School Lunch Program's free lunch program (NSL) |
| <input type="checkbox"/> Supplemental Security Income (SSI)                       | <input type="checkbox"/> Head Start (meeting income qualifying standards)         |
| <input type="checkbox"/> Bureau of Indian Affairs General Assistance (BIA)        | <input type="checkbox"/> Income at or below 135% of federal poverty level         |

## ☐ Regular Lifeline

I (Applicant) participate in at least one of the following programs, and am able to verify my identity and participation as required.

## PLEASE CHECK ONE

- |   |   |
|---|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP)   | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF)           |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Low Income Home Energy Assistance Plan (LIHEAP)          |
| <input type="checkbox"/> Medicaid (not Medicare)                            | <input type="checkbox"/> National School Lunch Program's free lunch program (NSL) |
| <input type="checkbox"/> Supplemental Security Income (SSI)                 | <input type="checkbox"/> Income at or below 135% of federal poverty level         |

Evidence of program eligibility is required. Where such eligibility cannot be validated through a state and/or federal database or other alternative means, it may be validated in person by a TAG Agent by providing a copy of the Applicant's state issued ID card and a copy of the program identification card or other social service agency documentation showing current participation.

I (Applicant) certify, under penalty of perjury that [check boxes]:

- ☐ I have read and understand this Application, and swear and affirm that the information contained in this Application is true and correct, to the best of my knowledge and belief. I understand that I must meet certain eligibility qualifications as described above to receive Lifeline assistance, and I further understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- ☐ I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the above designated program(s) and will notify TAG within thirty (30) business days (1) if I am no longer participating in any of the above designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
- ☐ The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on this Application that I am required to notify TAG of my new address within 30 days.
- ☐ If I provided a temporary residential address to TAG, I will verify my temporary residential address every 90 days.



- ☐ I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
- ☐ I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
- ☐ I authorize TAG to access any records required to verify my statements on this form and to confirm my eligibility for the TAG Lifeline credit. I give permission to the duly authorized official(s) administering the above programs to provide to TAG my participation status in any of the above program(s). I give this permission on the condition that the information in this Application and any information about my participation in the above programs provided by officials be maintained by TAG as confidential customer account information.
- ☐ I authorize TAG to release any records required for the administration of the TAG Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
- ☐ My household will receive only one Lifeline benefit and, to the best of my knowledge, my household is not currently receiving a Lifeline-supported service from any other provider.
- ☐ I am entitled to complete this Application, and am not listed as a dependent on another person's tax return (unless over the age of 60).

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_ Last 4 Digits of SSN: \_\_\_\_\_

Residence Address (May not be a PO Box): \_\_\_\_\_

- ☐ The address provided above is a temporary address. I will validate this address with TAG every 90 days until I obtain a permanent address.

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different than residence address): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

If Qualifying for Lifeline by Income, the Number of Individuals in My Household: \_\_\_\_\_

I, \_\_\_\_\_, hereby attest that the Applicant's ID and supporting documentation checked below were presented and verified.  
(Agent/Company Representative Name)

Agent/Company Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**In order for your TAG Lifeline account to remain active, we require that you use your TAG Lifeline supported wireless service at least once per month.**

You can use the service by completing an outbound call, purchasing minutes from TAG to add to your plan, answering an incoming call from someone other than TAG or responding to a direct contact from TAG confirming that you want to continue receiving the service.

For Agent Use Only (check only 1 eligibility category and only 1 box under that category; do not copy or retain documentation):	
<b>Documents Acceptable Proof for Income-Eligibility:</b> <input type="checkbox"/> The prior year's state, federal, or Tribal tax return. <input type="checkbox"/> Current income statement from an employer or paycheck stub. <input type="checkbox"/> A Social Security statement of benefits. <input type="checkbox"/> A Veterans Administration statement of benefits. <input type="checkbox"/> A retirement/pension statement of benefits. <input type="checkbox"/> An Unemployment/Workmen's Compensation statement of benefits. <input type="checkbox"/> Federal or Tribal notice letter of participation in General Assistance, or <input type="checkbox"/> A divorce decree, child support award, or other official document containing income information for at least three months time.	<b>Documents Acceptable Proof for Program-Eligibility:</b> <input type="checkbox"/> The current or prior year's statement of benefits from a qualifying state, federal, or Tribal program. <input type="checkbox"/> A notice letter of participation in a qualifying state, federal or Tribal program. <input type="checkbox"/> Program participation documents (e.g., the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or <input type="checkbox"/> Another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.
Applicant's Account Number	Corp ID/Dealer Number
Customer ESN	Customer MDN

# Attachment 5

## Colorado Wireless Lifeline Service Application



When completed mail or fax form to:  
1330 Capital Parkway  
Carrollton, TX 75006  
Fax 866-254-6320  
Customer Service: 1-866-959-4918



A complete and signed Lifeline Application and Certification Form ("Application") is required to enroll your household in TAG Mobile, LLC's ("TAG's") Lifeline program in your state. This Application is only for the purpose of verifying your eligibility for the Lifeline service program and will not be used for any other purpose. Lifeline is a government assistance program and only eligible consumers may enroll in the program. Lifeline service is a non-transferrable service and therefore may not be transferred to any other individual, including another eligible low-income consumer. All Lifeline subscribers must complete their own Application for service. Service requests will not be processed until this Application has been received and validated by TAG. Applicants must personally activate TAG's Lifeline service by calling 1-866-959-4918 and selecting Option 2 for activations.

Lifeline benefits are federal benefits and Applicants that make false statements in order to obtain the Lifeline benefit can be punished by fine or imprisonment, de-enrollment or can be barred from the program. Only one Lifeline service is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline benefits from multiple providers. A violation of the one-per-household requirement constitutes a violation of the Federal Communication Commission's rules and will result in de-enrollment from the program, and could result in criminal prosecution by the United States government. The Lifeline benefit may be applied to either one landline or one wireless number, but cannot be applied to both. Note that not all Lifeline services are currently marketed under the name Lifeline.

Please select the Lifeline Plan in which you wish to enroll:

☐ Lifeline Plan #1:

250 monthly minutes of use and handset, free of charge.

☐ Lifeline Plan #2:

1000 monthly minutes of use and free handset for \$20.00 per month\*.

\*In order to continue to receive your monthly allotment of 1000 minutes of use provided with Lifeline Plan #2, you will be required to pre-pay the \$20.00 monthly service fee at least 24 hours in advance of your monthly service renewal date. In the event that pre-payment of the monthly fee is not received by the close of business on the day prior to your monthly service renewal date, your Lifeline Plan will automatically default to the no cost Lifeline Plan #1. You may reinstate Lifeline Plan #2 for the following month by making payment of the \$20.00 service fee at least 24 hours in advance of the following month's service renewal date. In the event your Lifeline service defaults to Lifeline Plan #1 and you do not wish to reinstate Lifeline Plan #2, you will be subject to the same usage requirements applicable to free Lifeline service as described below. Per federal rule, non-usage of free Lifeline supported service offerings for 60 days are subject to de-enrollment from the Lifeline program and/or discontinuance of service.

Each household will be required to verify continued eligibility for Lifeline program participation on at least an annual basis.

I (Applicant) participate in at least one of the following programs, and am able to verify my identity and participation as required:

PLEASE CHECK ONE

2003614453\_1



- ☐ Supplemental Security Income (SSI)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Plan (LIHEAP)

- ☐ Old Age Pension (OAP)
- ☐ Aid to the Blind (AB)
- ☐ Aid to the Needy/Disabled (AND)
- ☐ Colorado Works

Evidence of program eligibility is required. In Colorado, such eligibility is validated solely through the Colorado Department of Human Services ("CDHS").

I (Applicant) certify, under penalty of perjury that [check boxes]:

- ☐ I have read and understand this Application, and swear and affirm that the information contained in this Application is true and correct, to the best of my knowledge and belief. I understand that I must meet certain eligibility qualifications as described above to receive Lifeline assistance, and I further understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- ☐ I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the above designated program(s) and will notify TAG within thirty (30) business days (1) if I am no longer participating in any of the above designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I understand that my eligibility for the program will be validated through the CDHS.
- ☐ The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on this Application that I am required to notify TAG of my new address within 30 days.
- ☐ If I provided a temporary residential address to TAG, I will verify my temporary residential address every 90 days.
- ☐ I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
- ☐ I understand that re-certification may be required for the continued eligibility of my household for participation in the Lifeline program at any time, but such re-certification will be required on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I understand that my annual re-certification will be conducted by TAG through the CDHS. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
- ☐ I authorize TAG to access any records required to verify my statements on this form and to confirm my eligibility for the TAG Lifeline credit. I give permission to the duly authorized official(s) with the CDHS administering the above programs to provide to TAG my participation status in any of the above program(s). I give this permission on the condition that the information in this Application and any information about my participation in the above programs provided by such officials be maintained by TAG as confidential customer account information.
- ☐ I authorize TAG to release any records required for the administration of the TAG Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
- ☐ My household will receive only one Lifeline benefit and, to the best of my knowledge, my household is not currently receiving a Lifeline-supported service from any other provider.
- ☐ I am entitled to complete this Application, and am not listed as a dependent on another person's tax return.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_ Last 4 Digits of SSN: \_\_\_\_\_

Residence Address (May not be a PO Box): \_\_\_\_\_

- ☐ The address provided above is a temporary address. I will validate this address with TAG every 90 days until I obtain a permanent address.
- ☐ The address provided above is a Multi-Household residence.

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different than residence address): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_



If Qualifying for Lifeline by Income, the Number of Individuals in My Household: \_\_\_\_\_.

I, \_\_\_\_\_, hereby attest that the Applicant's ID was presented and verified and that the Applicant's participation in the qualifying program selected above was validated through the CDHS,  
(Agent/Company Representative Name)

Agent/Company Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**In order for your free TAG Lifeline account to remain active, we require that you use your TAG Lifeline supported wireless service at least once per month.**

You can use the service by completing an outbound call, purchasing minutes from TAG to add to your plan, answering an incoming call from someone other than TAG or responding to a direct contact from TAG confirming that you want to continue receiving the service.

Applicant's Account Number		Corp ID/Dealer Number	
Customer ESN		Customer MDN	