

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

Docket No. 11A-986T

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IN THE MATTER OF THE APPLICATION OF US CONNECT LLC FOR DESIGNATION  
AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER IN THE STATE OF COLORADO

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**US CONNECT LLC'S STIPULATED RESPONSES  
TO QUESTIONS PERTAINING TO  
STIPULATION AND SETTLEMENT AGREEMENT**

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**RESPONSES TO QUESTIONS**

**QUESTION 16a.** Agreement at ¶ 3 at 5 ("Attachment 1 is a list of the Qwest Corporation exchanges where US Connect will offer Lifeline service throughout each entire exchange." The list of exchanges in Attachment 1 to the Stipulation differs from (*i.e.*, has three fewer exchanges than) the list of exchanges attached as Exhibit 6 to the Application, the list of exchanges attached as Exhibit BA-2 to the Abdallah testimony, and the list of exchanges attached as Exhibit JTS-1 to the Scott testimony.): Does the list in Attachment 1 to the Stipulation list all the exchanges served by Sprint-Nextel's network? Does it list only the non-rural exchanges only? Does US Connect intend to provide Lifeline service in any rural exchanges? If it does, identify the rural exchanges. Explain the difference between the list of exchanges in Attachment 1 to the Stipulation and the other lists of exchanges identified above.

**RESPONSE TO 16a.** Exhibit 6 of Application and Exhibit BA-2 to Abdallah testimony were based on non-rural exchanges from another docket (10A-949T) using the same underlying provider, Sprint Nextel Corporation (Sprint) and does not contain all the exchanges served by Sprint's network. Further, the list of non-rural exchanges listed in Docket No. 10A-949T was based on whether a certain retail store had presence in the non-rural exchange. If there was no retail store presence in an exchange, the non-rural exchange was not included in the ETC's service area. The list of exchanges identified in Exhibit JTS-1 was a result of Staff's understanding of Sprint Nextel Corporation's wireless coverage of an entire exchange in relation to the non-rural underlying local exchange carrier exchange boundaries. The parties inadvertently attached the wrong Attachment 1 to the Stipulation and will amend Attachment 1 to reflect the exchanges listed in Exhibit JTS-1.

Attachment 1 to the stipulation contains the same non-rural exchanges as Exhibit 6 of Application and Exhibit BA-2 to Abdallah testimony with the exception of three exchanges: Allens Park, Debeque and Snowmass where Sprint's wireless coverage was not sufficient. In US Connect's March 20, 2012 data request responses (CPUC 1-20), US Connect agreed to remove these three exchanges from its requested service area which is reflected in Amended Attachment 1 to Stipulation.

**QUESTION 16b.**

Agreement at ¶ 6 at 5 ("Parties agree that ... US Connect [should] be granted a full waiver of" Rules 4 *Code of Colorado Regulations* (CCR) 723-2-2187(f)(II)(F), (H), and (K) through (N)[.]")<sup>5</sup> US Connect did not request waiver of any Commission rules in the Application. The only mention that the ALJ can locate is found in the Application at 19, where US Connect states: "If any of the reporting requirements contained in [Rule 4 CCR 723-2-2187(f)(II)] are not applicable to the Company as a Lifeline-only prepaid wireless reseller, then US Connect intends to seek waivers of such requirements."): Is there a notice issue that must be considered and resolved in order for the Commission to grant the waiver to which the Parties have agreed? Is the quoted language from the Application sufficient to put a person on notice that, in this proceeding, US Connect seeks a waiver of some or all of the provisions of Rule 4 CCR 723-2-2187(f)(II)? Explain the responses.

**RESPONSE TO 16b.**

The Parties believe that the Application has provided the required notice to interested parties. Interested parties that intervened in this docket are also signatories to the Stipulation and Settlement. The specific rules 2187 (f)(II) (H) and (K) through (N) require detailed data to be provided to the Commission for ETC carriers that generally receive high cost support to build out their networks. As a reseller, US Connect does not seek or receive high cost support to be used for network improvements as stated on page 11 of its First Amendment to its Application in section B, paragraph (XII). The parties have agreed that the specific rules identified would not provide the Commission with sufficient or useful information, and therefore, the Commission should grant a waiver of the Commission rules 2187(f)(II) (H) and (K) through (N) which require information relevant to receiving high cost support. However, if the Commission believes a specific waiver request is required, a petition for a waiver can be filed after the application is granted, if it is granted, since all of the requirements at issue are future obligations that are not a condition of obtaining ETC authority.

**QUESTION 16c.** Agreement at ¶ 7 at 6 (“US Connect should also be granted full variance of” Rule 4 CCR 723-2-2187(d)(III). US Connect neither addressed nor mentioned this Rule in the Application.): Is there a notice issue that must be addressed and resolved in order for the Commission to grant the variance to which the Parties have agreed? Can the Commission grant a Rule variance that US Connect did not request in the Application? Explain the responses.

**RESPONSE TO 16c.** Rule 4 CCR 723-2-2187(d)(III) requires a metes and bounds or an exchange area description of the service area and a map. US Connect has provided the exchange areas in Amended Attachment 1. US Connect, as a reseller, has not developed nor has been required to develop a service area map. In order to be designated as an ETC, US Connect relies on the underlying landline carrier’s exchanges and as provided herein the exchanges it will serve. US Connect believes that it has substantially met the rule requirements but is seeking a variance nonetheless. Because only possible future customers could be affected by lack of notice of the variance, and their interests are protected by the interventions of Staff and OCC in this docket, the Company believes that no further notice is required, and Staff is not opposed to this position.

**QUESTION 16d.** Agreement at ¶ 7 at 8 and Stipulation at Attachment 3 at 4 (“US Connect will not charge an activation fee for any of its Lifeline customers.” The Stipulation at Attachment 3 at §§ C.2, C.4, and C.5 refers to governmental assessments.”): As used in the Stipulation at Attachment 3 at §§ C.2, C.4, and C.5, what does “governmental assessment” mean? At present, does US Connect intend to charge its Lifeline customers any (or all) of the following: (1) a reconnection fee; (2) one or more miscellaneous fees; (3) one or more separate surcharges; or (4) one or more governmental assessments? If it does intend at present to charge, identify each such fee, surcharge, and governmental assessment; and specify where each fee, surcharge, and governmental assessment is identified in the record before the Commission. If it does intend at present to charge, would a change in a fee, a surcharge, or a governmental assessment fall within the requirement that US Connect file an application (found in the Agreement at ¶ 11.A at 10) or that US Connect provide notice to the Commission (found in Attachment 2 to the Stipulation at § J.4), or both? Explain the response. If it does *not* intend at present to charge, would a future decision to charge a fee, a surcharge, or a governmental assessment fall within the requirement that US Connect file an application (found in the Agreement at ¶ 11.A at 10) or that US Connect provide notice to the Commission (found in Attachment 2 to the Stipulation at § J.4), or both? Explain the responses.

- RESPONSE TO 16d.** a) US Connect does not intend to charge any reconnection or any miscellaneous fees. US Connect does not intend to charge any surcharges or governmental assessments to Lifeline customers on a free plan (i.e. Lifeline Plan #1); US Connect contributes any required surcharges and governmental assessments on behalf of these customers so that the Company can maintain a truly “free” offering. However, for customers that select a non-free monthly plan, US Connect will pass through any required surcharges and governmental assessments to the customer. The surcharges and governmental assessments for which US Connect is responsible to collect and remit currently are as follows: 911 surcharges as dictated by Section §29-11-100.5, state law that dictates applicable taxes, and the CHCSM surcharge §40-15-502(5)(a),
- b) Future decisions to charge a surcharge or governmental assessment should not fall within the requirement that US Connect file an application or provide notice to the Commission, as these surcharges and assessments are dictated by law or the Commission. US Connect will be required to file an application as described in the Agreement at 11.A at 10, if in the future it intends to change a monthly service fee associated with any of the LBUS Plans listed in Attachment 3 to the Stipulation. It was not the intent of this Agreement to preclude US Connect from offering new Lifeline plans for competitive purposes. Hence, the parties have agreed that to the extent US Connect offers new Lifeline plans providing the same level or more benefits than the LBUS plans, US Connect agrees to provide notice pursuant to Attachment 2, Section J.4. Staff may investigate any new Lifeline plans pursuant to Agreement ¶ 11.B.

**QUESTION 16e.** Agreement at note 7 at 8 (“US Connect is currently updating its website to describe Colorado-specific requirements and to ensure its Lifeline program and Customer service contact information are easily accessible for Lifeline customers.”): Will Lifeline customers be able to contact US Connect Customer Service representatives through the US Connect website? If they will not be able to do so, explain why. Will the terms of service, the general terms and conditions, and the acceptable use policy for Lifeline service be posted on the US Connect website? (See, e.g., Application at Exhibit 4 at 2.) If they will not be posted on the website, explain why. If they will not be posted on the website, explain how Lifeline customers will obtain complete copies of, or will have access to, the terms of service, the general terms and conditions, and the acceptable use policy for the Lifeline service.

**RESPONSE TO 16e.** Yes. These will be posted on the website ([www.usconnectllc.net](http://www.usconnectllc.net)), and a customer can also contact a customer service rep (by phone or online) to request a copy sent by mail.



**QUESTION 16f.** Agreement at ¶ 11.E at 11 (The first sentence of this provision addresses US Connect's paying "the prepaid wireless E911 charge ... on its 250 free prepaid minutes (Lifeline Plan # 1) provided to eligible Lifeline customers[.]" The second sentence of this provision reads: "The Parties further agree that US Connect shall remit and pay the prepaid wireless E911 charge of [1¼ percent], as specified in C.R.S. § 29-11-102.5."): Is there language missing from the second sentence? On what will US Connect pay the identified charge?

**RESPONSE TO 16f.** The second sentence is missing the following language and should read as follows:

... "The Parties further agree that US Connect shall remit and pay the prepaid wireless E911 charge of [1¼ percent] of the price of the retail transaction, as specified in C.R.S. § 29-11-102.5." The stipulation will be modified to reflect this.

**QUESTION 16g.** Agreement at ¶ 11.F at 11 ("The Parties agree that US Connect shall remit and pay the Colorado High Cost charge ... on all intrastate retail voice minute revenues calculated based on the safe harbor percentage established by the FCC ...) from voice minutes above the 250 free voice minutes (Lifeline Plan # 1)."): Does this language mean that, subject to the stated caveat, US Connect will pay the Colorado High Cost charge on additional airtime minutes that are purchased by Lifeline customers? If not, explain the meaning of this provision, including the retail voice minute revenue sources that are included and those that are excluded.

**RESPONSE TO 16g.** Yes. US Connect will pay the Colorado High Cost charge on additional airtime minutes that are purchased by Lifeline and non-Lifeline customers.

**QUESTION 16h.** Stipulation at Attachment 2 at §§ F.1, F.2, and F.3 (Section F.1 refers to US Connect's service *areas* and requires US Connect to keep specified records by *each service area*. Sections F.2 and F.3 require US Connect to maintain records and to report to the Commission based on held service applications by *service area*.): What is the definition of "service area," as that phrase is used in these sections? (For example, does US Connect have one service area in Colorado, as indicated by other language in the Stipulation and in the Stipulation at Attachment 1? Is each exchange listed in Attachment 1 to the Stipulation a service area?)

**RESPONSE TO 16h.** The definition of service area as it pertains to Attachment F.1, F.2., and F.3 is defined in Rule 2181(b) as a "service area means a geographic area established by the Commission for the purpose of determining federal universal support obligations and support mechanisms". All exchanges listed in corrected Attachment 1 of the Stipulation encompass the overall area for which US Connect shall receive support from federal

universal support mechanisms. The parties will correct the reference to “service area” wherever the word “areas” appears and where appropriate correct the word “areas” to reference “exchanges”.

**QUESTION 16i.** Stipulation at Attachment 2 at § F.5 (Under the specified circumstances, US Connect must file with the Commission a letter that contains the information described in the Stipulation.): Within what period of time must US Connect file the letter with the Commission? If there are existing provisions of the Stipulation or its Attachments, or both, that apply or state the timeframe, identify each provision.

**RESPONSE TO 16i.** The letter should be filed within the last business day of the following month. The stipulation will be modified to reflect this.

**QUESTION 16j.** Stipulation at Attachment 2 at § G.4 - Limitations on Allowances (“No credit allowance will be made for” listed interruptions of service or events): Rule 4 CCR 723-2-2304(b)(IV) provides: In the event the customer’s basic local exchange service is interrupted and remains out of order for eight or more hours during a continuous 24-hour period after being reported by the customer, or is found to be out of order by the [Local Exchange Carrier] (whichever occurs first), *appropriate adjustments shall be automatically made by the [Local Exchange Carrier] to the customer’s bill.* (Emphasis supplied.) Aside from the blanket statement that no credit allowance will be made, the ALJ can find no reference to, or discussion of, allowances or credit allowances for service interruptions. If there are existing provisions of the Stipulation or its Attachments, or both, that define or discuss allowances or credit allowances, identify each provision. If there are no existing provisions of the Stipulation or its Attachments, or both, that define or discuss allowances or credit allowances, explain whether US Connect will give allowances or credit allowances for service interruptions. If US Connect will give allowances or credit allowances, provide a definition of each term; state the circumstances in which US Connect will give allowances or credit allowances; and state the amount, or process for calculating, the allowances or credit allowances. If US Connect will *not* give allowances or credit allowances, will US Connect comply with Rule 4 CCR 723-2-2304(b)(IV)? If it will comply, explain how it will comply. If it will not comply, explain why it will not comply.

**RESPONSE TO 16j.** US Connect will not give credit allowances on any of its free Lifeline plans since its Lifeline customers will not be paying for the “free” service, and its plan documents provided to customers will reflect this.

For its non-free plans, US Connect will abide by the following policy, which has been added to Attachment 2 at § G.4 (subsequent section headings have been renumbered accordingly):

#### Application of Credits for Interrupted Services

4. In the event a Customer's service is interrupted by a network outage and remains out for 24 hours after being reported to US Connect, adjustments will be made to extend the Customer's plan cycle an extra day. If service is restored on or before the day after it is reported, no allowance will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

**QUESTION 16k.** Stipulation at Attachment 2 at § G.5 (The last sentence reads: "Reports must be submitted to the Commission by April 1st of each year."): To what report does this language refer? If there are existing provisions of the Stipulation or its Attachments (*e.g.*, Attachment 2 at § J.6), or both, that apply or identify the report, identify each provision.

**RESPONSE TO 16k.** The intent was to file a report 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 report shall include the records that show the date, time, duration, extent and cause of the interruption as outline in Attachment G.5. This report will be used by Staff as part of the annual ETC certification process. The stipulation will be modified to reflect this clarification.

**QUESTION 16l.** Stipulation at Attachment 2 at §§ J.3 and J.4 (required filing and notifications to Commission regarding changes to existing Lifeline Plans, new Lifeline plans, and plan offerings): Is § J.3 a subset of § J.4? If it is a subset, are both provisions necessary? If both provisions are necessary although one is a subset of the other, explain why. If it is not a subset, explain how the two provisions differ.

**RESPONSE TO 16l.** Section J.3 Attachment 2 is not a subset of Section J.4. Section J.3 refers to new offerings that will offer an equal or greater benefit to the eligible subscriber in order for US Connect to be competitive. The intent was not to hinder US Connect from offering new plans in a timely fashion by requiring a new application filing each time such new plans are offered. Section J.4 refers to the existing LBUS plans that US Connect will offer once Stipulation is approved. The Stipulation will be modified to clarify the distinction of these two provisions.

**QUESTION 16m.** Stipulation at Attachment 2 at § J.3 ("Plan Offerings. US Connect 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." The following questions assume that both § J.3 and § J.4 are necessary.): Is the copy filed as an application? If it is not filed as an application, is the copy of proposed Colorado Lifeline offerings filed for information only? If it is not filed as an application, to

what use(s) may the Commission put the information filed pursuant to § J.3?

The Agreement at ¶ 11.A at 10 provides: “US Connect must file an application with the Commission in order to modify its *existing* [Lifeline Basic Universal Service (LBUS)] Plans before implementing any changes to its LBUS Plans.” (Emphasis supplied.) There is no parallel provision with respect to *proposed* Lifeline offering(s). Explain why there is no parallel provision.

**RESPONSE TO 16m.** The parties agree to eliminate the unnecessary reporting requirements contained in J.3 and J.4 because they are subsets to The Agreement at ¶ 11.A and B at 10. The ALJ is correct in that US Connect must file an application to modify any of its existing LBUS plans pursuant to 11.A at 10. A parallel provision with respect to proposed Lifeline offerings is delineated at 11.C. at 11. The Parties believe they have made the necessary changes to the Agreement to clarify the difference between existing LBUS and proposed Lifeline plans.

**QUESTION 16n.** Stipulation at Attachment 2 at § K.1.d (“US Connect will report annually to the [FCC] the number of subscribers de-enrolled for non-usage by month.” (Pursuant to Attachment 2 at § J.1, US Connect will file with the Commission these reports to the FCC.) Pursuant to Attachment 2 at § J.5.d, US Connect will file with the Commission quarterly reports that identify “Lifeline customers removed from Lifeline service due to non-usage[.]”): Are the two referenced reports duplicative? Do they serve different purposes? Explain the responses.

**RESPONSE TO 16n.** These reports serve two different purposes. US Connect, if designated as an ETC, will be required to report annually certain information to the FCC and this Commission for ETC annual certification purposes. The reporting requirement pursuant to § J.5.d at Attachment 2 will be used to monitor frequently (quarterly) the effectiveness of low-income assistance program (LITAP) pursuant to CRS 40-3.4-107.

**QUESTION 16o.** Stipulation at Attachment 2 at 6 & note 1 (“US Connect will comply with the temporary address rule if and when it becomes effective; as of the date of this Stipulation, this requirement has not been approved pursuant to the Paperwork Reduction Act.”): Identify the referenced federal temporary address rule. What is the current status of the referenced federal rule? If it is in effect, on what date did it become effective? If it is not in effect, will US Connect agree to inform the Commission in writing of the date on which the rule becomes effective? If US Connect will not agree, explain why it will not.



**RESPONSE TO 16o.** To date the 90-day temporary address verification rule is not in effect, and US Connect agrees to inform the Commission in writing if, and on what date, the rule becomes effective.

**QUESTION 16p.** Stipulation at Attachment 2 at § Q.1.c (“US Connect may not deny or discontinue service ... without prior written notice. except for one of the following: \*\*\* For a violation of US Connect’ [sic] terms and conditions or Commission rule[.]”): With respect to this provision, must the Commission rule violation have been proven? If no, explain the rationale for allowing denial of service or discontinuance of service without notice based on an unproven (but asserted) violation of a Commission rule. With respect to this provision, where are the terms and conditions for US Connect’s Lifeline service found? If they are found on a website, provide the website address.

**RESPONSE TO 16p.** With respect to the provision on Attachment 2 at Q.1.c, the intent was to hold US Connect to the same standards as a local exchange carrier pursuant to Rule 2303(a)(IV). This creates a level playing field between local exchange carriers and wireless ETCs. The website where the terms and conditions for US Connect’s Lifeline service may be found at [www.usconnectllc.net](http://www.usconnectllc.net). Language was missing in Attachment 2 at § Q.1.c and Attachment 2 will be amended to read as follows;

c. “For a violation of US Connect’ terms and conditions or Commission rule **that may adversely affect the safety of any person or the integrity of the provider’s service;** or

**QUESTION 16q.** Stipulation at Attachment 2 Rule 4 CCR 723-2-2303(d)(II) provides: “All discontinuance notices shall be printed in English and Spanish.” Neither the Stipulation nor Attachment 2 states the language(s) in which the discontinuation notices will be printed. Does US Connect intend to comply with Rule 4 CCR 723-2-2303(d)(II)? If it does not, explain the response.

**RESPONSE TO 16q.** Yes, US Connect intends to comply with the rule. This stipulation will be amended accordingly.

**QUESTION 16r.** Stipulation at Attachment 3 (US Connect has four LBUS Plans, each of which is described in Attachment 3 to the Stipulation. The additional services that are included in LBUS offerings in Attachment 3 to the Stipulation differ from (*i.e.*, there are two fewer services than) the additional services listed in Exhibit 2 to the Application and the additional services listed in Exhibit BA-3 to the Abdallah testimony.): List the additional services that are included in US Connect’s LBUS offerings.

**RESPONSE TO 16r.** Caller ID, Call Waiting and Voicemail are included in US Connect's LBUS offerings. Call Forwarding and 3-way Calling were included in the proposed offerings set forth in Exhibit 2 to the Application and Exhibit BA-3 to the Abdallah testimony, but were removed when US Connect enhanced its LBUS plans to include options with higher allotments of free or discounted minutes and to reduce the cost of additional minutes.

**QUESTION 16s.** Stipulation at Attachment 3 at § A.4 ("Qualified low income customers shall receive the equivalent value of \$ 12.75 per month (250 free voice minutes)." The uniform support amount stated in the *Lifeline Reform Order* is \$ 9.75 per month. US Connect uses \$ 9.25 per month in Attachment 3 at 3 when it describes the pricing for Lifeline Plan # 2 and for Lifeline Plan # 3.): Explain the use of \$ 12.75 per month in § A.4 (i.e., why is \$ 9.25 per month not used consistently with respect to pricing the LBUS offerings?).

**RESPONSE TO 16s.** The use of \$12.75 arrived from the imputed value US Connect agreed to because of the importance on giving consumers the ability to access 911 regardless of the amount of available minutes of use. Attachment 3 at § A.4 and C.1 should be consistent in pricing the LBUS offerings. The Stipulation, Attachment 3 at § A.4 and C.1 will be amended accordingly.

**QUESTION 16t.** Stipulation at Attachment 3 at 3 (Lifeline Plan # 2, which has 500 monthly minutes, is priced at \$ 19.25 per month, of which (it appears) \$ 9.25 will be paid by the uniform support stated in the *Lifeline Reform Order* and \$ 10 will be paid by the subscriber. Lifeline Plan # 3, which has 1,000 monthly minutes, is priced at \$ 30 per month, of which (it appears) \$ 9.25 will be paid by the uniform support stated in the *Lifeline Reform Order* and \$ 10.75 will be paid by the subscriber. The agreement at 11 at ¶ 11.F states: "US Connect shall remit and pay the Colorado High Cost charge ... on all intrastate retail voice minute revenues (calculated based on the safe harbor percentage established by the FCC ...) from voice minutes *above* the 250 free voice minutes (Lifeline Plan # 1)." (Emphasis supplied.): With respect to Lifeline Plan # 2, state the amount per month on which US Connect will pay the Colorado High Cost charge. With respect to Lifeline Plan # 3, state the amount per month on which US Connect will pay the Colorado High Cost charge. Explain the responses.

**RESPONSE TO 16t.** With respect to LBUS Plan #2, US Connect will pay the Colorado High Cost charge on the 250 voice minutes above the 250 free voice minutes calculated based on the following:

Since the 500 minutes includes both local, intrastate, and interstate minutes, the \$10 for the additional 250 minutes would be allocated between the interstate and intrastate jurisdictions in accordance with the

FCC USAC safe harbor percentage of 37.1% for interstate revenues with the remaining 62.9% for intrastate revenues. This means that the \$10 would be allocated as follows: \$3.71 to interstate revenues and \$6.29 to intrastate revenues. The Colorado High Cost Fee would be assessed and paid on the allocated intrastate revenues of \$6.29.

With respect to LBUS Plan #3, US Connect will pay the Colorado High Cost charge on the 750 voice minutes above the 250 free voice minutes calculated based on the following:

Since the 1000 minutes also includes both local, intrastate, and interstate minutes, the \$20.75 for the additional 750 minutes would also be allocated between the interstate and intrastate jurisdictions in accordance with the FCC USAC safe harbor percentage. This means that the \$30 would be allocated as follows: \$7.70 to interstate revenues and \$13.05 to intrastate revenues. The Colorado High Cost Fee would be assessed and paid on the allocated intrastate revenues of \$13.05.

US Connect will collect the Colorado High Cost Fee from the customers on non-free plans. As noted in response to 16d, US Connect will pass through any required surcharges and governmental assessments (currently 911 surcharges, applicable taxes, and the CHCSM surcharge) to the customer for those that select a non-free monthly plan.

**QUESTION 16u.** Stipulation at Attachment 3 at 3 (“All plans include: [listed items].” (Emphasis in original.) This list does not appear to include all the additional services listed in Attachment 3 at § B.): Is there a discrepancy? If there is a discrepancy, is the discrepancy inadvertent or intentional? If there is an intentional discrepancy, does the discrepancy have meaning? Explain the responses.

**RESPONSE TO 16u.** The discrepancy is inadvertent. The list at Attachment 3 at 3 will be replaced with “All plans include text messaging at the rate of one text per one minute of voice (1:1)” and the other text will be deleted, as it should be exactly as listed at § B and would be redundant. The stipulation will be modified accordingly.

**QUESTION 16v.** Stipulation at Attachment 3 at 3 (“additional airtime minutes expire after 30 days from the date of purchase.” In the Application at Exhibit 2 (LBUS Plan description with 100 free minutes) and in Exhibit BA-3 to the Abdallah testimony (same), US Connect states: “unused minutes rollover.” There is no discussion in the Stipulation or its Attachments of whether unused LBUS Plan minutes rollover or expire.): What happens to unused LBUS Plan minutes at the end of 30 days (e.g., do they expire, rollover, something else)? Explain why neither the Stipulation nor its Attachments (especially Attachment 3) state what happens to unused LBUS Plan minutes.

**RESPONSE TO 16y.** The 100 free minute plan was the only plan where any unused minutes rolled over to the next month. Because US Connect LBUS plans offer 250 free minutes or more, any unused minutes expire.

DATED this 26<sup>th</sup> day of October, 2012.

/s/ Craig D. Joyce

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ATTORNEYS FOR US CONNECT LLC



**CERTIFICATE OF SERVICE**

I hereby certify that on this 26<sup>th</sup> day of October, 2012, the foregoing **US CONNECT LLC'S STIPULATED RESPONSES TO QUESTIONS PERTAINING TO STIPULATION AND SETTLEMENT AGREEMENT** was e-filed using the Colorado Public Utilities Commission's website's e-filing link with:

Doug Dean  
Colorado Public Utilities Commission  
1560 Broadway, Suite 250  
Denver, CO 80202

I further certify that a true and correct copy of the foregoing was sent to the following:

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s/Toni Fox  
Toni Fox

\* Signed Non-Disclosure Agreement.

+ Denotes persons eligible to receive confidential proprietary information pursuant to the Commission's rules on confidentiality. 4 CCR 723-1100-1102.