

**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 CARRIERS IN THE  
STATE OF COLORADO.**

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**AMENDED STIPULATION AND SETTLEMENT AGREEMENT**

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US Connect LLC ("US Connect"), Trial Staff of the Public Utilities Commission of the State of Colorado ("Staff") and the Colorado Office of Consumer Counsel ("OCC") (collectively the "Stipulating Parties" or the "Parties"), through their undersigned counsel, enter into this Amended Stipulation and Settlement Agreement ("Stipulation") regarding the Application filed by US Connect 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 area; 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

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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*

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 area 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>

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>

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*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.

<sup>4</sup> *Id.* at ¶ 388.

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 December 8, 2011, US Connect 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-986T. US Connect sought ETC designation for the limited purpose of offering Lifeline and Link-Up service in its entire service area in Colorado encompassing areas directly served by the underlying Sprint-Nextel ("Sprint") network. 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. On February 24, 2012, US Connect filed its first amendment to application.

11. US Connect's Application filed on December 8, 2011 and the amendment to its application collectively will be referred to as US Connect's "Application".

12. The Parties engaged in settlement discussions regarding issues raised by US Connect's Application. The Parties reached agreement on the issues raised in this docket, as set forth in the Stipulation and Settlement agreement filed August 9, 2012.

13. This Amended Stipulation and Settlement Agreement, in addition to written responses, addresses the questions posed by the Administrative Law Judge by Interim Order on September 20, 2012 and is to be considered agreement on the issues raised in this docket.

14. This Amended Stipulation and Settlement Agreement is entered into for the purpose of avoiding the costs and risks of litigation. The Parties agree this Stipulation shall only bind the parties hereto and shall not legally bind the Parties with respect to other applications and

proceedings before the Commission other than a subsequent proceeding to enforce the terms of this Stipulation and is to be considered agreement on the issues raised in this docket.

### 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:

1. US Connect is a beneficial user of the Sprint network.
2. Much of Sprint's networks are located along the I-25, I-70 and I-76 highways in Colorado.
3. Attachment 1 is a list of the Qwest Corporation exchanges where US Connect will offer Lifeline service throughout each entire exchange.
4. US Connect promotes its Lifeline service offering throughout its service area through the use of the Internet, direct response radio and community events notifying customers of the availability of US Connect Lifeline service.
5. US Connect seeks ETC designation for the limited purpose of providing universal service low-income Lifeline service in Colorado. US Connect is neither seeking Federal universal service high-cost support ("USF") nor Colorado high cost support mechanism ("CHCSM") in its service area.
6. Because US Connect does not seek high cost USF or CHCSM 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 US Connect to be granted a full waiver of Rule 2187 (f)(II)(F), (H), (K) through (N), which

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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.

would otherwise require the submission of a detailed exhibit showing network expansion plans paid for by high cost funds in areas where US Connect has been designated an ETC. As to duration, the Parties request that this waiver be in effect until either (1) US Connect provides services solely on its own network, or (2) this Commission modifies Rule 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. US Connect should also be granted full variance of Rule 2187(d)(III) that requires a proposed ETC to describe in its application the service area in which the Applicant seeks designation as an ETC by metes and bounds. As to duration, the Parties request that this variance be for the filing of this Application only since the metes and bounds description is information to be included in an application when filed. Sprint’s physical network does not precisely correlate with a metes and bounds description as required by Rule 2187(d)(III). However, the a list of the exchanges of Qwest Corporation in Colorado where US Connect will serve is contained on Attachment 1 and adequately describes its service area.

8. US Connect’s Lifeline program furthers the statutory goal that basic service be available and affordable to all citizens of the state of Colorado.

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

10. The Parties stipulate and agree that US Connect has shown good cause, that its Lifeline offering 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 advertising via internet, direct response radio and community events adequately informs potential customers of the availability of US Connect Lifeline service throughout its proposed ETC service area, and recommend that the Commission grant a full variance of 4 CCR 723-2-2187(d)(III) and full waiver of 723-2-2187 (f)(II)(F), (H), (K) through (N).

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

1. US Connect 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. US Connect has been granted ETC status to offer Lifeline wireless services in West Virginia, Arkansas, and Maryland. US Connect has not been the subject of any enforcement action in any state. US Connect offers non-Lifeline service in the form of prepaid wireless service to retail customers and has ample financial resources, including private funding, to expand its services to Colorado. US Connect will receive non-Lifeline revenues from the sale of its prepaid wireless service plans and additional airtime cards available to retail customers. As US Connect does not, and does not intend to, offer exclusively Lifeline-supported services—it is therefore not exclusively dependent on the Universal Service Fund for its revenues.
3. US Connect 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 exchanges set forth on Attachment 1 of the Stipulation contingent on FCC approval of US Connect's Compliance Plan.
4. US Connect shall initially offer a choice of four (4) prepaid Lifeline Basic Universal Service plans ("LBUS Plans") to eligible Lifeline customers as described in

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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.

Attachment 3. US Connect will not advertise or offer any LBUS plans with fewer than 250 free minutes per month. US Connect's LBUS plans described in Attachment 3 comply with 4 CCR 723-2, 2187(d)(XII) because the availability and cost of replenishment minute packages US Connect's LBUS plans meet the requirements set forth in the rule. US Connect's LBUS plans are available for enrollment via US Connect's website ([www.usconnectllc.net](http://www.usconnectllc.net))<sup>7</sup> or US Connect-sponsored community events.

5. US Connect agrees to work with the Colorado Department of Human Services regarding certification and verification of the eligibility of Lifeline customers. It is understood that US Connect, as a prepaid provider, will not be required to obtain or retain social security numbers of customers. However, in compliance with *FCC 12-11 Lifeline Order*, US Connect will obtain and retain the last four digits of the social security number of its customers. US Connect has included as Attachment 4 its Lifeline form for use in Colorado in compliance with *FCC 12-11 Lifeline Order*.<sup>8</sup>

6. US Connect'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 US Connect's application seeking ETC designation for the purpose of offering Link-Up is moot, because US Connect's previous request for ETC designation to offer Link-Up is withdrawn. US Connect will not charge an activation fee for any

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<sup>7</sup> 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.

<sup>8</sup> Attachment 4 reflects Colorado Lifeline eligibility criteria, but will be modified to reflect the uniform eligibility criteria set forth in 47 C.F.R. § 54.509 on April 1, 2013, unless Colorado is granted further waiver by the FCC from the uniform eligibility criteria.

of its Lifeline customers. 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. US Connect has filed with the FCC the Compliance Plan described therein.

9. US Connect 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 US Connect's application and its designation as a Colorado ETC is contingent upon the FCC's approval of US Connect's FCC Compliance Plan. If the FCC requires modification of or denies US Connect's Compliance Plan, US Connect 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 of or denies US Connect's Compliance Plan. If the FCC requires modifications to US Connect's Compliance Plan, the Parties will determine whether conforming modifications to the Stipulation or its attachments 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 US Connect as an ETC in the service area and list of exchanges 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 exchanges shown in Attachment 1 are approved on a contingent basis, contingent on US Connect receiving FCC approval of its FCC Compliance Plan. US Connect shall not offer Lifeline Service in exchanges shown in Attachment 1 until such approval has been granted by the FCC.

11. Without waiving any of its positions stated in this proceeding, US Connect has entered into this Stipulation with Staff and the OCC to settle this matter. Thus, the Parties stipulate and agree that US Connect shall provide its ETC Lifeline universal service offerings in Colorado pursuant to this Stipulation (including attachments 1 through 4). US Connect has four LBUS plans, LBUS Plan #1, LBUS Plan #2, LBUS Plan #3, and Tribal LBUS Plan. The LBUS Plans (as described in Attachment 3 to the Stipulation) are included in the referenced Lifeline Basic Universal Service. The Parties agree that US Connect's provision of its universal service offering as an ETC shall be governed by the following requirements:

- A. US Connect 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 proposed change through the notice requirement contained in Rule 4 CCR 723-1-1206.
- B. Upon appropriate pleading, or upon its own motion, the Commission may investigate US Connect's Lifeline Basic Universal Service Description, Terms and Conditions and Operating Procedures. US Connect agrees to respond to requests for information from the Commission Staff. After notice to US Connect and a subsequent investigation, the Commission may find that a change is not consistent with US Connect's ETC status or results in a universal service Lifeline offering that is not eligible for universal service Lifeline funding. US Connect 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 US Connect to obtain information in order to assess whether the changes are in the public interest or may otherwise impact US Connect's eligibility to receive Lifeline funding. The investigation should be completed within the 30-day period between the notification of proposed change and US Connect's implementation of the change if the Parties

reach an agreement. If there is disagreement between Staff and US Connect, 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 Universal Service Administrator Company (“USAC”) if it believes the Lifeline offerings are not eligible for funding. US Connect will have an opportunity to contest a Staff position “that a change is not consistent with US Connect’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, (2) a formal complaint, or (3) a request for declaratory ruling in which case an evidentiary hearing may be held. US Connect may not implement the proposed change if the investigation has not been completed.

- D. The Parties acknowledge that because US Connect is using the network of its underlying carrier, Sprint, throughout its designated service area, that no notice to Public Safety Answering Points (“PSAPs”) is required.
- E. The Parties agree that US Connect shall remit and pay the prepaid wireless E911 charge of one and four-tenths percent, as specified in C.R.S § 29-11-102.5, of \$0.18 on its 250 free prepaid minutes (LBUS Plan #1) provided to eligible Lifeline customers based on a value of \$12.75 per month in Colorado. The Parties further agree that US Connect shall remit and pay the prepaid wireless E911 charge of one and four-tenths percent of the price of the retail transaction, as specified in C.R.S § 29-11-102.5. In the event C.R.S § 29-11-102.5 is amended to change the E911 charge, US Connect shall pay the E911 charge at the amended rate and in the same manner as its wireless Lifeline competitors. US Connect shall notify and provide a copy to the Commission Staff 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. US Connect will also pay the prepaid wireless E911 charge on all prepaid and or/replenishment voice minutes sold independently of the LBUS plans. For prepaid minutes bundled with text messages or other services sold directly through US Connect, US Connect will pay the prepaid wireless E911 charge on the full amount of the retail transaction. In the event that US Connect develops a system to separate out the voice minute charges from non-voice charges at the point of sale, US Connect 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.
- F. The Parties agree that US Connect 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 (LBUS Plan #1).
- G. The Parties agree that US Connect provides all its customers with the ability to make and receive interexchange or toll calls through

interconnection arrangements made by US Connect or its underlying providers.

- H. US Connect 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. US Connect certifies that it will provide service on a timely basis and that it will comply with the service requirements applicable to the support that it receives pursuant to 47 C.F.R. § 54.202(a)(1)(i).
- I. Before offering Lifeline service US Connect will place on its web site ([www.usconnectllc.net](http://www.usconnectllc.net)) 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**

1. Without waiving any of its positions stated in this case, US Connect 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 US Connect.

2. This Stipulation is a settlement of disputed and compromised claims and accordingly, this Stipulation is made for settlement purposes only. No Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Stipulation.

3. All witnesses of the Parties will support all aspects of the Stipulation and Settlement Agreement embodied in this document in any hearing conducted to determine whether the Commission should approve this Stipulation. Each Party also agrees that, except as expressly provided in this Stipulation, it will take no action in any administrative or judicial proceeding, which would have the effect, directly or indirectly, of contravening the provisions of

this Stipulation. Without prejudice to the foregoing, the Parties expressly reserve the right to advocate positions different from those stated in this Agreement in any proceeding other than one necessary to obtain approval of, or enforce this Stipulation or a Commission order approving this Stipulation. Nothing in this Stipulation shall constitute a waiver by any Party with respect to any matter not specifically addressed in this Stipulation.

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

5. In the event this 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.

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

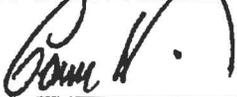
7. This Stipulation is an integrated agreement that may not be altered by the unilateral determination of any Party.

8. This Stipulation may be executed in separate counterparts, including facsimile. The counterparts taken together shall constitute the Stipulation and Settlement Agreement. The Parties represent that the signatories, 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.

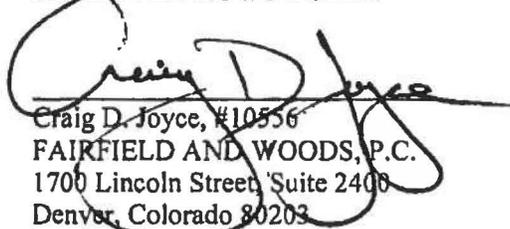
Dated October 25, 2012.

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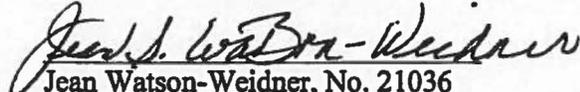
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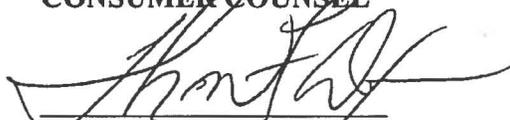
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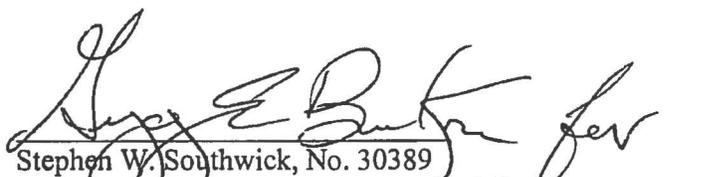
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## LIST OF ATTACHMENTS

- Attachment 1: US Connect Colorado service area in non-rural exchanges
- Attachment 2: Operating Procedures
- Attachment 3: US Connect Initial Lifeline Offerings
- Attachment 4: US Connect's Colorado Application Form

**US CONNECT LLC ETC Designation - Lifeline Only  
 Non-Rural Service Area**

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

<b>US CONNECT LLC ETC Designation - Lifeline Only Non-Rural Service Area</b>			
	<b>CIII</b>	<b>Central Office Name</b>	<b>Underlying Provider</b>
47	DNVRCOSO	DENVER SOUTH	Qwest Corporation
48	DNVRCOSE	DENVER SOUTHEAST	Qwest Corporation
49	DNVRCOSW	DENVER SOUTHWEST	Qwest Corporation
50	DNVRCOWS	DENVER WEST	Qwest Corporation
51	DLLNCOMA	DILLON	Qwest Corporation
52	DNVRCOOU	DNVR INTL AIRPORT	Qwest Corporation
53	DNVRCODC	DRY CREEK	Qwest Corporation
54	DURNCOMA	DURANGO	Qwest Corporation
55	EATNCOMA	EATON	Qwest Corporation
56	ELBRCOMA	ELBERT	Qwest Corporation
57	ELZBCO01	ELIZABETH	Qwest Corporation
58	ENWDCOMA	ENGLEWOOD	Qwest Corporation
59	ERIECOMA	ERIE	Qwest Corporation
60	ESPKCOMA	ESTES PARK	Qwest Corporation
61	EVRCOMAS	EVERGREEN	Qwest Corporation
62	FRPLCOMA	FAIRPLAY	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	CLSPCO32	GATEHOUSE	Qwest Corporation
73	GRTWCOMA	GEORGETOWN	Qwest Corporation
74	GLCRCOMA	GILCREST	Qwest Corporation
75	GLSPCOMA	GLENWOOD SPRINGS	Qwest Corporation
76	GLDNCOMA	GOLDEN	Qwest Corporation
77	GRNBCOMA	GRANBY	Qwest Corporation
78	GDJTCOMA	GRAND JUNCTION	Qwest Corporation
79	GDLKCOMA	GRAND LAKE	Qwest Corporation
80	GRELCOMA	GREELEY	Qwest Corporation
81	GMFLCOMA	GREEN MOUNTAIN FALLS	Qwest Corporation
82	BLDRCOGB	GUNBARREL	Qwest Corporation
83	GNSNCOMA	GUNNISON	Qwest Corporation
84	FTCLCOHM	HARMONY	Qwest Corporation
85	HYDNCOMA	HAYDEN	Qwest Corporation
86	LTTNCOHL	HIGHLANDS RANCH	Qwest Corporation
87	HLRSCOMA	HILLROSE	Qwest Corporation
88	HSSPCOMA	HOT SULPHUR SPRINGS	Qwest Corporation
89	HDSNCOMA	HUDSON	Qwest Corporation
90	IDSPCOMA	IDAHO SPRNGS	Qwest Corporation
91	JHMLCOMA	JOHNSTOWN-MILLIKEN	Qwest Corporation
92	JLBGCOMA	JULESBURG	Qwest Corporation

<b>US CONNECT LLC ETC Designation - Lifeline Only Non-Rural Service Area</b>			
	<b>CIII</b>	<b>Central Office Name</b>	<b>Underlying Provider</b>
93	KNBGCOMA	KEENESBURG	Qwest Corporation
94	KIOWCOMA	KIOWA	Qwest Corporation
95	KRNGCOMA	KREMMLING	Qwest Corporation
96	LSLLCOMA	LA SALLE	Qwest Corporation
97	LKWDCOMA	LAKESWOOD	Qwest Corporation
98	LRKSCONM	LARKSPUR	Qwest Corporation
99	LDVLCOMA	LEADVILLE	Qwest Corporation
100	LIMNCOMA	LIMON	Qwest Corporation
101	LTTNCOMA	LITTLETON	Qwest Corporation
102	LNMTCOMA	LONGMONT	Qwest Corporation
103	LKMTCOMA	LOOKOUT MOUNTAIN	Qwest Corporation
104	LVLDCOMA	LOVELAND	Qwest Corporation
105	LYNSCOMA	LYONS	Qwest Corporation
106	MNCSCOMA	MANCOS	Qwest Corporation
107	MNSPCOMA	MANITOU SPRINGS	Qwest Corporation
108	MEADCOMA	MEAD	Qwest Corporation
109	MVNPCOMA	MESA VERDE	Qwest Corporation
110	MNTRCOMA	MINTURN	Qwest Corporation
111	AURRCOMB	MONAGHAN	Qwest Corporation
112	MTVSCOMA	MONTE VISTA	Qwest Corporation
113	DNVRCOMB	MONTEBELLO	Qwest Corporation
114	MTRSCOMA	MONTROSE	Qwest Corporation
115	MNMTCOMA	MONUMENT	Qwest Corporation
116	MRSNCOMA	MORRISON	Qwest Corporation
117	NDLDCOMA	NEDERLAND	Qwest Corporation
118	NWCSCOMA	NEW CASTLE	Qwest Corporation
119	NIWTCOMA	NIWOT	Qwest Corporation
120	NGLNCOMA	NORTHGLENN	Qwest Corporation
121	OLTHCOMA	OLATHE	Qwest Corporation
122	OVIDCOMA	OVID	Qwest Corporation
123	PLSDCOMA	PALISADE	Qwest Corporation
124	PACHCO01	PARACHUTE	Qwest Corporation
125	PRKRCOMA	PARKER	Qwest Corporation
126	GRELCOJC	PARKVIEW	Qwest Corporation
127	PNRSCOMA	PENROSE	Qwest Corporation
128	PYTNCOMA	PEYTON	Qwest Corporation
129	CLSPCOPV	PIKEVIEW	Qwest Corporation
130	PTVLCOMA	PLATTEVILLE	Qwest Corporation
131	PUBLCOMA	PUEBLO MAIN	Qwest Corporation
132	PUBLCO06	PUEBLO WEST	Qwest Corporation
133	RDGWCOMA	RIDGWAY	Qwest Corporation
134	RIFLCOMA	RIFLE	Qwest Corporation
135	SALDCOMA	SALIDA	Qwest Corporation
136	SCRTCOMA	SECURITY	Qwest Corporation
137	SILTCOMA	SILT	Qwest Corporation
138	SLTNCOMA	SILVERTON	Qwest Corporation

<b>US CONNECT LLC ETC Designation - Lifeline Only Non-Rural Service Area</b>			
	<b>CIII</b>	<b>Central Office Name</b>	<b>Underlying Provider</b>
139	DNVRCOSH	SMOKY HILL	Qwest Corporation
140	SFRKCOMA	SOUTHFORK	Qwest Corporation
141	STSPCOMA	STEAMBOAT SPRINGS	Qwest Corporation
142	STNGCOMA	STERLING	Qwest Corporation
143	CLSPCOSM	STRATMOOR	Qwest Corporation
144	DNVRCOSL	SULLIVAN	Qwest Corporation
145	PUBLCOSU	SUNSET	Qwest Corporation
146	TEMACOMA	TABLE MESA	Qwest Corporation
147	TLRDCOMA	TELLURIDE	Qwest Corporation
148	TRNDCOMA	TRINIDAD	Qwest Corporation
149	VAILCOMA	VAIL	Qwest Corporation
150	VNLDCOMA	VINELAND	Qwest Corporation
151	WLBGCOMA	WALSENBURG	Qwest Corporation
152	WARDCOMA	WARD	Qwest Corporation
153	WLDACOMA	WELDONA	Qwest Corporation
154	WGTNCOMA	WELLINGTON	Qwest Corporation
155	WMNSCOMA	WESTMINISTER	Qwest Corporation
156	WNDSCOMA	WINDSOR	Qwest Corporation
157	WDPKCOMA	WOODLAND PARK	Qwest Corporation

## Operating Procedures Applicable to Lifeline BUS Offering US CONNECT LLC

**A. ACCESS TO RECORDS.**

All records required by these procedures pertaining to US Connect'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 US Connect's LBUS offering shall be preserved for the period of time specified by Rule 4 CCR 723-2-2005 of the Rules Regulating Telecommunications Providers, Services, and Products, but in no event less than a minimum of 24 months after the date of entry of the record or for any longer period of time specified by FCC rule or order or Commission rule, whichever is longer.

**C. SERVICE AREA MAPS.**

Attachment 1 depicts the non-rural exchanges where US Connect is designated ETC status.

**D. RECORDS OF COMPLAINTS**

1. US Connect 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 US Connect 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, US Connect shall direct its personnel engaged in initial contact with an applicant or Customer in which dissatisfaction with the decision or explanation by the personnel is expressed, to inform the Customer of the right to have the problem considered and acted upon by another consumer representative or supervisory personnel of US Connect. If the applicant or Customer continues to express dissatisfaction after the supervisory personnel have addressed the problem, US Connect 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. DESIGNATED SERVICE AREA.**

US Connect 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 carrier (Sprint) as it expands its footprint. Absent authorization from the Commission, US Connect shall not serve eligible Lifeline customers in the portions of those exchanges beyond those listed in Attachment 1 herein.

**F. HELD SERVICE APPLICATIONS**

1. During periods of time, if any, when US Connect may not be able to supply service to customers in US Connect's service area within the time frames established in these procedures, US Connect 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, US Connect 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 F.1 occur, US Connect 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. US Connect 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 delivered 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 US Connect, stating the order number assigned by US Connect 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, US

Connect shall, by the last business day of the following month, file a letter with the Commission stating the circumstances causing the delay, explaining whether such circumstances are beyond US Connect's control, and providing an estimate of the time necessary to provide service.

**G. SERVICE INTERRUPTIONS**

**General**

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

**Reestablishing Service**

3. 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, US Connect will make reasonable efforts to contact Customer.

**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.

**Limitations on Allowances**

5. No credit allowance will be made for any interruption of service due to the failure of power, equipment, systems or services not provided by US Connect; during any period in which US Connect is not given full and free access to the Customer's or US Connect' facilities and equipment for the purpose of investigating and correcting the interruption; during any period in which the Customer continues to use the service on an impaired basis; during any period in which the Customer has released service to US Connect for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or that was not reported to US Connect within thirty (30) days of the date that service was affected.
6. US Connect 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. US Connect shall inform Customers of the potential of future service unavailability when US Connect 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. US Connect 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 pursuant to 723-2-2187(f)(I).

**H. ADVERTISING**

US Connect shall submit annual reports describing advertising materials in use in Colorado to the Commission Staff and OCC no later than April 1st of each year.

**I. NETWORK REQUIREMENTS**

1. Intra-LATA Interexchange Toll Dialing Pattern. US Connect will comply with all NANP dialing pattern requirements.

**J. REPORTING REQUIREMENTS**

US Connect 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). US Connect 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. US Connect 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. Submit quarterly report to Commission regarding customer-specific data. US Connect 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 US Connect for a second Lifeline subsidy per household in that same month from US Connect,
  - b. Lifeline customers receiving or that have applied through US Connect for a second Lifeline subsidy per household in that same month from another carrier,
  - c. New Lifeline customers enrolled in US Connect' 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.
4. Unfilled Requests for Service. Number of requests for service from eligible Lifeline customers approved by DHS within US Connect' service area which were unfulfilled during the past year. Report must be submitted to Commission by April 1st of each year.

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

1. US Connect will identify Lifeline customers who have not used US Connect Lifeline service for 30 days, and if such customers do not use their service or reply to US Connect'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, US Connect 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, US Connect's usage team identifies accounts that have not been used for 30 days and contacts these customers, either by phone, text, email, or written notification, asking the customers to respond via text message or by calling US Connect's customer service number within 30 days to keep their account active.
  - b. After 45 days of non-usage (15 days after the initial notification), US Connect'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, US Connect provides written notice to the subscriber stating that non-use of their Lifeline service for 60 days and failure to respond to US Connect's outreach efforts and/or provide an affirmative acknowledgement directly to US Connect 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 US Connect does not request further Lifeline reimbursement for the subscriber from USAC or any state Universal Service Fund Administrator. US Connect 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, US Connect'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 or text; (2) purchasing minutes from US Connect to add to the subscriber's plan; (3) answering an incoming call from a party other than US Connect; or (4) responding to a direct contact from US Connect confirming that the subscriber wants to continue receiving the service.
2. The Customer shall be notified in writing of US Connect' 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. US Connect 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.

**L. CTIA CODE OF CONDUCT**

1. US Connect 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).

**M. 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 US Connect's Lifeline service, the Customer must certify by his or her signature under penalty of perjury that he or she will receive Lifeline supported services only from US Connect and, to the best of his/her knowledge, no one else in his/her household is receiving Lifeline-supported service.
  - a. US Connect shall require each eligible Lifeline consumer to self-certify under penalty of perjury at the time of enrollment and annually thereafter that his or her household will receive only one Lifeline service and, to the best of his or her knowledge, the subscriber's household is not already receiving a Lifeline service;
  - b. US Connect shall require each eligible Lifeline consumer at the time of application to initial on the certification form that to the best of his or her knowledge that he or she is not receiving Lifeline-supported service from any other Lifeline provider and to ensure the consumer understands that "Lifeline-supported service" is a federal subsidy and that willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program;
  - c. Lifeline service is a non-transferable benefit and the Lifeline customer may not transfer his or her benefit to any other person;
  - d. If the Lifeline subscriber moves to a new address, he or she will provide that new address to US Connect within 30 days;
  - e. If the Lifeline subscriber provided a temporary residential address to US Connect, he or she will be required to verify his or her temporary residential address every 90 days;<sup>1</sup> and,
  - f. The Lifeline subscriber will notify US Connect within 30 days if he or she is no longer eligible for receiving Lifeline benefits; the subscriber is receiving more than one Lifeline benefit, or another member of the subscriber's household is receiving a Lifeline benefit.
2. US Connect shall file a copy of state-specific subscriber data, including name and address of Lifeline subscribers, to the Universal Service Administrative Company

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<sup>1</sup> 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.

(USAC), upon request, and to this Commission for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier.

3. US Connect shall immediately investigate any notification from the Commission, DHS or USAC regarding any Lifeline customer receiving duplicate subsidy from another carrier or from US Connect. If it is determined that the Lifeline customer is receiving duplicate subsidy, US Connect 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. US Connect 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 US Connect to provide Lifeline service, US Connect shall promptly remove the customer's Lifeline service and remove customer from any USAC reimbursement.
4. US Connect shall deal directly with the subscriber and DHS to certify and verify the subscriber's Lifeline eligibility on an annual basis.
5. US Connect 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. US Connect shall ensure that all marketing materials for the service make clear that it is a Lifeline-supported service.
7. US Connect shall promptly, de-enroll any subscriber whom US Connect determines is no longer eligible for Lifeline service or is notified by DHS that the subscriber is no longer eligible for Lifeline service. US Connect shall promptly remove a customer's Lifeline service and remove customer from any USAC reimbursement.

**N. 911 CALLING**

1. US Connect 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. US Connect shall pay the appropriate wireless E911 charge of one and four-tenths percent based on the \$12.75 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. US Connect shall remit the amount monthly in accordance with C.R.S. § 29-11-102.5(3) and provide a copy to the Commission Staff of the amount remitted.

**O. CUSTOMER CARE ACCESS**

1. Customers will be provided a toll-free method to access US Connect' customer care representatives, available 8am – 5pm CST Monday through Friday by dialing 611 from a US Connect handset, and online at ([www.usconnectllc.net](http://www.usconnectllc.net)). Customers may obtain directory assistance by dialing 411 from a US Connect handset.

**P. LIMITATIONS OF LIABILITY**

1. Because US Connect 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 US Connect are subject to the terms, conditions and limitations specified herein and in US Connect's Terms of Service available on the (www.usconnectllc.net) website.

**Q. CUSTOMER DISCONNECTION**

1. US Connect may not deny or discontinue service to a Customer without prior written notice after at least 15-days ("written notice" or "in writing" as used in this Section shall mean a message sent to the Customer as a SMS or "text" message or in letter form) except for the following reasons:
  - a. If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
  - b. Upon order by any court, the Commission, or any other duly authorized public authority; or
  - c. For a violation of 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
  - 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. All discontinuance notices shall be printed in English and Spanish, in accordance with Rule 4 CCR 723-2-2303(d)(II).
3. If US Connect disconnects service to Lifeline Customer for any reasons stated above, US Connect will immediately cease seeking reimbursement from the Lifeline universal service fund for that Customer.

**LIFELINE BASIC UNIVERSAL SERVICE OFFERING  
OF US CONNECT LLC**

The following contains a detailed description of US Connect LLC's ("US Connect") Lifeline Basic Universal Service (LBUS) initial offering in Colorado. This description relates only to US Connect's wireless LBUS offering and in no way relates to US Connect's other service offerings. US Connect will file an application with this Commission seeking approval of any future proposed changes to the LBUS or any new Lifeline products or offerings.

**A. US CONNECT'S LIFELINE BASIC UNIVERSAL SERVICE OFFERING**

US Connect's Lifeline Basic Universal Service Offering ("LBUS Offering") includes the Following Services Required under 47 C.F.R. § 54.101(a) and 4 CCR 723-2-2308(a):

1. Access to Public Switched Telephone Network and Local Usage. US Connect's service includes voice grade access to the public switched telephone network or its functional equivalent and minutes of use for local service without additional charge to the end user.
2. Access to Emergency Service. Customers of US Connect's LBUS Offering will be able to reach a public safety answering point by dialing "911" regardless of activation status. US Connect will provide its Lifeline customers with 911 and E911 compliant handsets and replace non-compliant handsets at no additional charge.
3. Toll Limitation. US Connect calling plans are not offered on a distance-sensitive basis and minutes are not charged separately for local or domestic long distance services. Prepaid offerings, by their very construct, act as a toll limitation mechanism.
4. Lifeline Services. Qualified low income customers shall receive the equivalent value of \$9.25 per month (250 free voice minutes).
5. Hearing Impaired. US Connect will make available services for the hearing impaired. Customers may contact US Connect for more information.

**B. ADDITIONAL SERVICES WHICH ARE INCLUDED IN LIFELINE BASIC UNIVERSAL SERVICE OFFERINGS**

1. Free Handset
2. Free Voice Mail
3. Free Call Waiting
4. Free Caller ID
5. Free customer service calls
6. Free calls to 911 emergency services
7. Free domestic long distance calls

**C. THE PRICING FOR US CONNECT'S UNIVERSAL SERVICE OFFERING**

1. US Connect will flow through \$9.25, which includes the federal subsidy, to Lifeline customers in the form of free usage (LBUS Plan #1) or in the form of a discount applied to US Connect's retail plans (LBUS Plans #2 and #3).
2. Retail calling plans are pay in advance offerings, excluding taxes and governmental assessments, and do not require the customer to sign a contract.
3. Long distance calls are included at no additional charge for calls made within the United States.
4. Federal and state universal service assessments are imposed separately. US Connect shall remit and pay the Colorado high cost charge, at the rate then in effect, on all intrastate retail voice minute revenues from voice minutes above the 250 free voice minutes.
5. Other governmental taxes and assessments imposed by law.
6. Customers will not be required to enter into a long-term service contract.

**D. THE AREAS IN WHICH US CONNECT'S LIFELINE UNIVERSAL SERVICE OFFERINGS ARE AVAILABLE, AND THE CORRESPONDING LOCAL CALLING AREAS**

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

US Connect shall provide the following four LBUS plans to eligible Lifeline customers:

250 Free Monthly Minutes Plan (LBUS Plan #1)

- 250 free minutes of use each month

500 Monthly Minutes Plan (LBUS Plan #2)

- Monthly retail plan is \$19.25 per month where the \$9.25 Lifeline discount will apply resulting in \$10.00 charge to Lifeline customer.

1,000 Monthly Minutes Plan (LBUS Plan #3)

- Monthly retail plan is \$30.00 per month where the \$9.25 Lifeline discount will apply resulting in \$20.75 charge to Lifeline customer.

Tribal LBUS Plan

- 1,200 free minutes of use each month

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All plans include text messaging at the rate of one text per one minute of voice (1:1)

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Additional Airtime – additional airtime minutes can be purchased at retail locations, by calling Customer Service, or via the Company's website ([www.usconnectllc.net](http://www.usconnectllc.net)); additional minutes expire after 30 days from the date of purchase.

- \$5 for 100 minutes
- \$10 for 200 minutes
- \$20 for 400 minutes
- \$30 for 600 minutes
- \$50 for 1000 minutes

Roaming is blocked for Lifeline customers so that they do not incur unexpected roaming charges.

Customers will be eligible to upgrade from LBUS Plan #1 to LBUS Plan #2 or #3 by contacting US Connect at least 24 hours in advance of their monthly service renewal date, requesting such upgrade and paying the associated monthly service fee.

In order for the customer to continue to receive his or her designated monthly allotment provided with LBUS Plans #2 or #3, the customer will be required to prepay the monthly service fee at least 24 hours in advance of their monthly service renewal date. In the event that prepayment 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, the Lifeline Plan will automatically default to the no cost LBUS Plan #1. Customers may reinstate LBUS Plan #2 or #3 for the following month by making payment of the 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 LBUS Plan #1 and the customer chooses not to reinstate another Lifeline Plan, the customer will be subject to the federal rules related to non-usage for prepaid service as defined in the *FCC 12-11 Lifeline Order*.

US Connect will not charge an activation fee for any of its Lifeline customers.

### US Connect LLC

#### LIFELINE APPLICATION

This signed authorization is required in order to enroll you in the Lifeline Program in your state. This authorization is only for the purpose of verifying your participation in these programs and will not be used for any purpose other than the Lifeline program. Service requests will not be processed until this form has been received and verified by Company. I authorize the company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program.

Things to know about the Lifeline Program:

- (1) Lifeline is a federal benefit.
- (2) Lifeline Service is available for only one line per household. A household cannot receive benefits from multiple providers; and
- (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.

Applicant Information:

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_ Date of Birth: Month \_\_\_ Day \_\_\_ Year \_\_\_\_\_

Social Security Number or Tribal ID Number (Last 4 digits): \_\_\_\_\_ Contact Telephone Number: \_\_\_\_\_

Residence Address (No P.O. Boxes. Must be your principal address): This address is  Permanent  Temporary  Multi-Household

\_\_\_\_\_ APT/ Floor/ Other \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Billing Address (May Contain a P.O. Box)

\_\_\_\_\_ APT/ Floor/ Other \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

\_\_\_\_\_ I hereby certify that I participate in at least one of the following programs: (Check all that apply)

Initial Here

- \_\_\_\_\_ Old Age Pension benefits (OAP)
- \_\_\_\_\_ Supplemental Security Income (SSI)
- \_\_\_\_\_ Aid to the Needy Disabled (AND)
- \_\_\_\_\_ Low- Income Energy Assistance Program (LEAP)
- \_\_\_\_\_ Aid to the Blind (AB)
- \_\_\_\_\_ Colorado Works/Temporary Assistance for Needy Families (TANF)

**FOR OFFICE USE ONLY:**

Company Representative: \_\_\_\_\_

Documentation Verified: (description) \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Is this a multi- family dwelling? \_\_\_\_\_

\_\_\_\_\_ certify, under penalty of perjury: (Initial by Each Certification)

- \_\_\_\_\_ (1) The information contained in my application remains true and correct to the best of my knowledge and I acknowledge that willfully providing false or fraudulent information to receive Lifeline benefits is punishable by law and may result in me being barred from the program.
- \_\_\_\_\_ (2) I am a current recipient of the program checked above.
- \_\_\_\_\_ (3) I have provided documentation of eligibility if required to do so.
- \_\_\_\_\_ (4) I understand that I and my household can only have one Lifeline-supported telephone service. US Connect has explained the one-per household requirement. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the lifeline program, and could result in criminal prosecution by the United States Government.
- \_\_\_\_\_ (5) I attest to the best of my knowledge, that I and no one in my household is receiving a Lifeline supported service from any other land line or wireless company such as Safelink, Assurance, or Reachout Wireless.
- \_\_\_\_\_ (6) I understand my US Connect Lifeline service is a non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer.
- \_\_\_\_\_ (7) I understand that if my service goes unused for sixty (60) days, my service will be suspended, subject to a thirty (30) day period which I may use the service or contact US Connect to confirm that I want to continue receiving their service.
- \_\_\_\_\_ (8) I will notify US Connect within thirty (30) days if I no longer qualify for Lifeline. I understand this requirement and may be subject to penalties if I fail to notify my phone company. Specifically, I will notify my company if I or my household:
  - (1) ceases to participate in the above federal or state program.
  - (2) is receiving more than one Lifeline supported service;
  - (3) no longer satisfies the criteria for receiving Lifeline support.
- \_\_\_\_\_ (9) I will notify US Connect within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I must verify my address with US Connect every ninety (90) days. If I fail to respond to US Connect's address verification attempts within thirty (30) days, my US Connect Lifeline service may be terminated.
- \_\_\_\_\_ (10) US Connect has explained to me that I am required each year to re-certify my continued eligibility for Lifeline. If I fail to do so within thirty (30) days, it will result in the termination of my US Connect Lifeline service.
- \_\_\_\_\_ (11) I authorize and understand that US Connect may provide to state and Federal agencies, as required by law, for the purposes of complying with the Lifeline program all the information related to my account including but not limited to my name, date of birth, social security, usage history, address and phone number.
- \_\_\_\_\_ (12) I understand that my name, telephone number, date of birth, last four digits of my social security number, and address will be divulged to the Universal Service Administrative Company (USAC) and/or its agents for the purpose of verifying that I do not receive more than one Lifeline subsidy.
- \_\_\_\_\_ (13) I understand that if USAC identifies I am receiving more than one Lifeline subsidy, all carriers involved may be notified so that I may select one service and be de-enrolled from the other.

Colorado PUC E- Filings System

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE