

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

DOCKET NO. 12A-829T

**IN THE MATTER OF THE APPLICATION OF BLUE JAY WIRELESS, LLC
FOR DESIGNATION AS A WIRELESS ELIGIBLE TELECOMMUNICATIONS
CARRIER IN THE STATE OF COLORADO.**

STIPULATION AND SETTLEMENT AGREEMENT

Blue Jay Wireless, LLC ("Blue Jay"), Trial Staff of the Public Utilities Commission of the State of Colorado ("Staff"), the Colorado Office of Consumer Counsel ("OCC") and Adams County E911 Emergency Telephone Service Authority, the Arapahoe County E-911 Emergency Telephone Service Authority and the Jefferson County Emergency Communications Authority ("911 Authorities") (collectively the "Stipulating Parties" or the "Parties"), through their undersigned counsel, enter into this Stipulation and Settlement Agreement ("Stipulation") regarding the Application filed by Blue Jay in the instant docket. The Parties submit this Stipulation for approval by the Colorado Public Utilities Commission (the "Commission" or the "PUC") pursuant to the Commission's Rules of Practice and Procedure, 4 CCR 723-1-1407 and 1408.

PRELIMINARY STATEMENT

1. On May 8, 1997, the Federal Communications Commission ("FCC") issued its Universal Service Report and Order, 12 FCC Rcd 8776 (1997) ("Universal Service Order") implementing the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Federal Act"). The FCC provided further guidance on Eligible Telecommunications

Carrier (“ETC”) designation in its ETC Report and Order issued March 17, 2005, Federal-State Joint Board on Universal Service, Report and Order, 20 FCC Rcd 6371, 6384 (2005).

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

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

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

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

5. On February 6, 2012, the FCC issued a Report and Order and Further Notice of Proposed Rulemaking, (“*FCC 12-11 Lifeline Order*”),¹ in which it issued a blanket forbearance from the facilities-based requirement to all carriers that were seeking limited ETC designation for the purpose of offering Lifeline service only.² Such Lifeline-only ETCs are now subject to the following conditions:

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

6. In addition, the *FCC 12-11 Lifeline Order* eliminated Link-Up support for all ETCs serving non-Tribal lands.³

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

² *Id.* at ¶ 496.

³ *Id.* at ¶ 245.

7. The *FCC 12-11 Lifeline Order* further requires that a carrier seeking ETC designation for the purpose of offering Lifeline-only, must demonstrate its technical and financial capacity to provide the supported services.⁴

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

9. On July 20, 2012, Blue Jay 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 12A-829T. Blue Jay sought ETC designation for the limited purpose of offering Lifeline service in its entire service area in Colorado encompassing all areas directly served by the underlying Sprint-Nextel (“Sprint”) and Verizon Wireless (“Verizon”) networks. A list of incumbent local exchange carrier (“ILEC”) exchanges is shown on Exhibit B of Amendment to Application, and attached to this Stipulation as Attachment 5. These exchanges include non-rural and rural exchanges in Colorado.

10. On July 27, 2012, Blue Jay filed its first amendment to application.

11. Blue Jay’s Application filed on July 20, 2012 and the amendment to its application collectively will be referred to as Blue Jay’s “Application”.

12. The Parties engaged in settlement discussions regarding issues raised by Blue Jay’s Application.

13. The Parties have now reached agreement on the issues raised in this docket, as is set forth herein. This Stipulation and Settlement Agreement is entered into for the purpose of

⁴ *Id.* at ¶ 388.

avoiding the costs and risks of litigation. The Parties agree this Stipulation shall only bind the parties hereto and shall not legally bind the Parties with respect to other applications and proceedings before the Commission other than a subsequent proceeding to enforce the terms of this Stipulation.

AGREEMENT

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. Blue Jay is a beneficial user of the Sprint and Verizon networks.
2. Much of Sprint's and Verizon's networks are located along the I-25, I-70 and I-76 highways in Colorado.
3. Exhibit B to the Amendment to Application is a list of exchanges where Blue Jay will offer Lifeline service throughout each entire exchange.
4. Blue Jay promotes its Lifeline service offering throughout its service area through media of general distribution, including the Internet, newspapers, and/or direct response radio and television to reach potential customers and advertise the availability of Blue Jay Lifeline service.
5. Blue Jay seeks ETC designation for the limited purpose of providing universal service low-income Lifeline service in Colorado. Blue Jay is neither seeking Federal universal service high-cost support ("USF") nor Colorado high cost support mechanism ("CHCSM") in its service area.

6. Because Blue Jay 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*⁵ for Blue Jay to be granted a full waiver of Rule 2187 (f)(II)(F),(G), (H) and (K) through (N), which would otherwise require the submission of detailed information about network expansion plans paid for by high cost funds in areas where Blue Jay has been designated an ETC, a Colorado-specific trial balance, a build-out plan showing Blue Jay's intended use of high cost funds, and certification that the FCC may require it to provide equal access to long distance carriers. As to duration, the Parties request that this waiver be in effect until either (1) Blue Jay provides services solely on its own network, or (2) this Commission modifies Rule 4 CCR 723-2-2187(f)(II)(F), (G), (H) and (K) through (N) or (3) the FCC modifies its blanket forbearance of the "own facilities" requirement.

7. Blue Jay requested a full waiver of Rule 2187(F)(II)(A) and states that the recent changes to the Lifeline program eliminated the reporting of unfulfilled requests. After negotiations between the Parties, the Applicant has agreed that it will comply with Rule 2187(f)(II)(A), and a waiver is no longer requested.

8. Blue Jay requests a partial waiver of Rule 2187(F)(II)(O) that requires affidavit language concerning receipt of high cost support. Because Blue Jay is not seeking high cost support from the USF or CHCSM support, the Parties agree that it would be in the public interest and consistent with the *FCC 12-11 Lifeline Order* reporting requirements to not require Blue Jay to attest the purposes of High Cost Support when it will not receive any such support. The Parties agree the Commission should grant this partial waiver and that Blue Jay will submit an

⁵ 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.

affidavit attesting that all other required information provided in its annual filing is true and correct.

9. Blue Jay requested a 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 and Verizon's physical network does not precisely correlate with a metes and bounds description as required by Rule 2187(d)(III). In the alternative, a list of the exchanges in Colorado where Blue Jay will serve is contained in Exhibit B to Amendment of Application and adequately describes its service area. The Parties recommend the Commission grant a variance of Rule 2187(d)(III).

10. Blue Jay requested a waiver of Rule 2187(d)(VII). This rule requires an affidavit at the time the application is filed that the applicant will advertise the availability of its services. The rule further states that as a guideline, an ETC shall advertise in media of general distribution and shall place customer guide pages in the "White Pages" directory within the ETC's service area. Since wireless providers do not publish in "White Pages" directory, the Parties agree that a waiver of such should be granted by this Commission. Blue Jay will advertise its services using media of general distribution, such as newspapers of general circulation, radio and television. The Parties recommend that the Commission grant a partial waiver of Rule 2187(d)(VII) with regard to advertising in White Pages.

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

12. Blue Jay'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.

13. The Parties stipulate and agree that Blue Jay has shown good cause, that its Lifeline offering as described in Attachment 2 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 media of general distribution, such as radio, television and/or newspapers of general circulation adequately informs potential customers of the availability of Blue Jay 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 (VII) and a full waiver of 723-2-2187 (f)(II)(F), (H), (K) through (N).

Federal ETC Designation For the Limited Purpose of Offering Lifeline

1. Blue Jay 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. Blue Jay offers non-Lifeline service in the form of prepaid wireless service to retail customers and the Parties agree that Blue Jay has ample financial resources to expand its services to Colorado. Blue Jay will receive non-Lifeline revenues from the sale of its prepaid wireless service plans and additional airtime cards available to retail customers. As Blue Jay 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. Blue Jay provides each of the supported services set forth in 47 C.F.R. § 54.101(a), as amended, by the *Lifeline Reform Order*,⁶ and has shown an intent and ability to offer those services once designated an ETC throughout the areas set forth on Exhibit B to Amendment to Application contingent on FCC approval of Blue Jay's Compliance Plan.

4. Blue Jay shall initially offer a choice of three (3) prepaid Lifeline Basic Universal Service plans ("LBUS Plans") to eligible Lifeline customers as described in Attachment 2. Blue Jay will not advertise or offer any LBUS plans with fewer than 250 free minutes per month including the proposed Lifeline plan of 125 free minutes as described in Application and Direct testimony of David Wareikis at page 13 of 24. Blue Jay's LBUS plans described in Attachment 2 comply with 4 CCR 723- 2187(d)(XII) because the availability and cost of replenishment minute packages of Blue Jay's LBUS plans meet the requirements set forth in the rule. Blue Jay's LBUS plans are available for enrollment via Blue Jay's website or retail locations.

5. Blue Jay agrees to work with the Colorado Department of Human Services regarding certification and verification of the eligibility of Lifeline customers. It is understood that Blue Jay, 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*, Blue Jay will obtain and retain the last four digits of the social security number of its customers. Blue Jay has included as Attachment 3 its Lifeline form for use in Colorado in compliance with *FCC 12-11 Lifeline Order*.

6. Blue Jay'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

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

the prepaid nature of these Lifeline plans. Prepaid offerings, by their very construct, act as a toll limitation mechanism.

7. Blue Jay will not charge an activation fee for any of its Lifeline customers.

8. Blue Jay will offer two Lifeline plans that are only available to Tribal residents. One is an unlimited minute plan and the other is a 1,000 minute plan as described in Attachment 2.

9. 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. Blue Jay has filed with the FCC the Compliance Plan described therein, and has attached it to this Stipulation as Attachment 4.

10. Blue Jay 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 Blue Jay's application and its designation as a Colorado ETC is contingent upon the FCC's approval of Blue Jay's FCC Compliance Plan. If the FCC requires modification of or denies Blue Jay's Compliance Plan, Blue Jay will notify the Parties and the Commission by filing a pleading in this docket within 7 calendar days from the date Blue Jay files any revised Compliance Plan with the FCC or the FCC denies Blue Jay's Compliance Plan. If Blue Jay makes modifications to its Compliance Plan, the Parties will determine whether conforming modifications to the Stipulation or its attachments are required. Attachment 4 is Blue Jay's Revised Compliance Plan filed with the FCC on August 14, 2012.

11. The Parties stipulate and agree that with the incorporation of the agreed upon terms and conditions in Attachments 2 and 3, designating Blue Jay as an ETC in the study area and exchanges as forth in Exhibit B to Amendment to Application, 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 Exhibit B of Amendment to Application should be approved contingent on Blue Jay receiving FCC approval of its FCC Compliance Plan. Blue Jay shall not offer Lifeline Service in exchanges shown in Exhibit B of Amendment to Application until such approval has been granted by the FCC.

12. Without waiving any of its positions stated in this proceeding, Blue Jay has entered into this Stipulation with Staff and the OCC to settle this matter. Thus, the Parties stipulate and agree that Blue Jay shall provide its ETC Lifeline universal service offerings in Colorado pursuant to this Stipulation (including attachments 1 through 5). Blue Jay has three LBUS plans as well as two Tribal Lifeline Plans. LBUS Plan #1, LBUS Plan #2, LBUS Plan #3. The LBUS Plans (as described in Attachment 2 to the Stipulation) are included in the referenced Lifeline Basic Universal Service. The Parties agree that Blue Jay's provision of its universal service offering as an ETC shall be governed by the following requirements:

- A. Blue Jay 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. If Blue Jay desires to propose an optional Lifeline plan offering other than described in Attachment 2, Blue Jay will provide Commission Staff and the OCC a 30 day advance notice. If Staff or the OCC believes that the proposed plan would be contrary to the public interest or disadvantageous to customers and so indicates to Blue Jay, Blue Jay agrees not to implement any such plan before filing an application requesting approval for such plan from the Commission. Blue Jay agrees to maintain a Colorado-specific page on its website (www.bluejaywireless.com) that shall provide interested persons with information regarding all of Blue Jay's Colorado plans offered to eligible customers.
- C. 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.

- D. The Parties acknowledge that because Blue Jay is using the network of its underlying carriers, Sprint and Verizon, throughout its designated service area, that no notice to Public Safety Answering Points ("PSAPs") is required.
- E. The Parties agree that Blue Jay 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 Blue Jay 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, Blue Jay shall pay the E911 charge at the amended rate and in the same manner as its wireless Lifeline competitors. Blue Jay 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 all of its free minute plans, including replenishment minutes, at the time the payment is made. Blue Jay will also pay the prepaid wireless E911 charge on all prepaid and or/replenishment voice minutes sold as part of, or independently of the LBUS plans. For prepaid minutes bundled with text messages or other services sold directly through Blue Jay, Blue Jay will pay the prepaid wireless E911 charge on the full amount of the retail transaction. In the event that Blue Jay develops a system to separate out the voice minute charges from non-voice charges at the point of sale, Blue Jay 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 Blue Jay 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 (LBUS Plan #1).
- G. The Parties agree that Blue Jay provides all its customers with the ability to make and receive interexchange or toll calls through interconnection arrangements made by Blue Jay or its underlying providers.
- H. Blue Jay commits to provide service throughout its proposed designated service area as listed in Exhibit B to Amendment to Application to all customers making a reasonable request for service. Blue Jay 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 Blue Jay will place on its web site (www.bluejaywireless.com) for the state of Colorado, the Commission's contact information as listed in Attachment 1, 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, Blue Jay 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 Blue Jay.

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 Blue Jay Application.

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

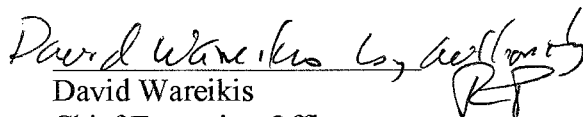
8. This Stipulation may be executed in separate counterparts, including facsimile. The counterparts taken together shall constitute the Stipulation and Settlement Agreement. The

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.

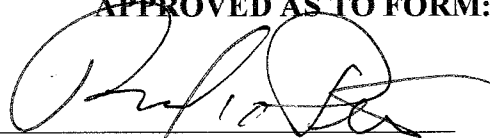
Dated this 21 day of November, 2012.

BLUE JAY WIRELESS, LLC



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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.

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Dated this ____ day of October, 2012.

BLUE JAY WIRELESS, LLC

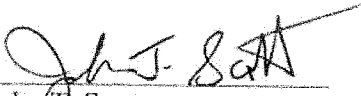
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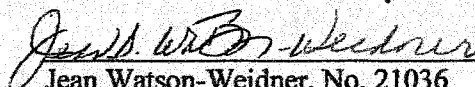
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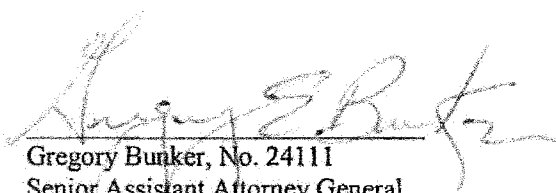
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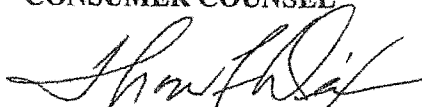


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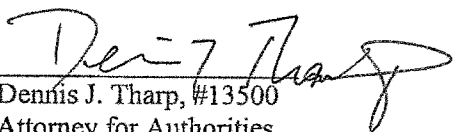


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Docket No. 12A-829T
Stipulation and Settlement
Attachment 1

Operating Procedures Applicable to Lifeline BUS Offering BLUE JAY WIRELESS LLC

A. ACCESS TO RECORDS.

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

C. SERVICE AREA.

Exhibit B of Amendment to Application depicts the non-rural and rural exchanges where Blue Jay is designated ETC status.

D. RECORDS OF COMPLAINTS

1. Blue Jay 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 Blue Jay 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, Blue Jay 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 Blue Jay. If the applicant or Customer continues to express dissatisfaction after the supervisory personnel have addressed the problem, Blue Jay shall further direct the

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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 for further review of an unresolved problem.

E. DESIGNATED SERVICE AREA.

Blue Jay shall file an application with the Commission for expansion of its ETC designation service area beyond the boundaries of the non-rural and rural ILEC wire centers listed in Exhibit B to Amendment to Application. Absent authorization from the Commission, Blue Jay shall not serve eligible Lifeline customers in the portions of those exchanges beyond those listed in Exhibit B.

F. HELD SERVICE APPLICATIONS

1. During periods of time, if any, when Blue Jay may not be able to supply service to customers in Blue Jay's service area within the time frames established in these procedures, Blue Jay 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.
3. If conditions described in paragraph F.1 occur, Blue Jay 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. Blue Jay 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 as required by rule 723-2-2187(f)(II).
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 ("CDHS") shall be provided a written or email notice by Blue Jay, stating the order number assigned by Blue Jay to the application for service, the general status of the order, and a phone number to call with questions. This notice shall be postmarked or sent via email on or before the 15th day after the date of approval of their eligibility by the CDHS.
5. Under circumstances where the period to provide Lifeline service exceed 30 calendar days after the approval of the customer eligibility by the CDHS, Blue Jay shall file a letter with the Commission stating the circumstances causing the delay, explaining whether such circumstances are beyond Blue Jay's control, and providing an estimate of the time necessary to provide service. This letter should be filed with the Director by the last business day of the following month.

G. SERVICE INTERRUPTIONS

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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 Blue Jay.

Reestablishing Service

2. Company will make all reasonable efforts to prevent interruptions of service that are within its control, and, when interruptions do occur, reestablish service with the shortest possible delay. 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, Blue Jay will make reasonable efforts to contact Customer.

Record Keeping and Reports

3. Blue Jay shall keep a record described in Rule 2187(f)(II)(C). Blue Jay shall inform Customers of the potential of future service unavailability when Blue Jay is experiencing or is forecasting potential service unavailability in specific area for purposes other than outages due to routine maintenance. Services are available twenty-four (24) hours per day, seven (7) days per week. Blue Jay 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.
4. In the event a Customer's service is interrupted through no fault of the Customer and remains out of order for eight or more hours during a continuous 24-hour period after being reported to US Connect by the Customer or is found to be out of order by the US Connect (whichever occurs first), an automatic adjustment will be made to extend the Customer's plan cycle an extra day. No adjustments will be earned by accumulating non-continuous periods of interruption.

H. ADVERTISING

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

I. NETWORK REQUIREMENTS

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

J. REPORTING REQUIREMENTS

Blue Jay 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). Blue Jay shall file copies of all

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FCC forms submitted to the FCC or USAC, including but not limited to Forms 497 and 555, with the Commission at the time filings occur at the FCC or USAC.

2. Annual ETC Certification. Blue Jay 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 Blue Jay's annual report as required by Rule 2187(f)(II)(D) and (E).
3. Quarterly Reports. Blue Jay shall submit quarterly report to Commission regarding customer-specific data. Blue Jay shall submit a quarterly report to the Commission to include customer-specific data: customer name, address, and zip code for:
 - a. Lifeline customers receiving two or more Lifeline subsidies per household in that same month from Blue Jay,
 - b. New Lifeline customers enrolled in Blue Jay' Lifeline service,
 - c. Lifeline customers removed from Lifeline service due to non-usage, and
 - d. 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 CDHS within Blue Jay' service area which were unfulfilled during the past year as required by Rule 2187(f)(II)(A).
5. Blue Jay shall remit the appropriate wireless E911 charges on free voice minutes in accordance with the Stipulation and C.R.S. § 29.11.102.5(3) and provide a copy to the Commission Staff on the amount remitted when payment is made to the Department of Revenue.

K. LIFELINE NON-USAGE POLICY AND INELIGIBILITY NOTICE

1. Pursuant to FCC requirements, Blue Jay will identify Lifeline customers who have not used Blue Jay Lifeline service for 60 days, and if such customers do not use their service or reply to Blue Jay'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, Blue Jay 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 60 days of non-use, Blue Jay's usage team identifies accounts that have not been used for 60 days and contacts these customers, either by phone, text, email, or written notification, asking the customers to respond via text message or by calling Blue Jay's customer service number within 30 days to keep their account active.
 - b. Blue Jay will likely contact customers prior to 60 days of non-usage, such as after 30 days of non-usage or 45 days of non-usage. Blue Jay'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 , Blue Jay provides written notice to the subscriber stating that non-use of their Lifeline service for 60 days and failure to respond to Blue Jay's outreach efforts and/or provide an affirmative acknowledgement directly to Blue Jay that the subscriber wishes to retain their Lifeline service within 30-days from

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the de-enrollment notice 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 Blue Jay does not request further Lifeline reimbursement for the subscriber from USAC or any state Universal Service Fund Administrator.
 - e. During the entire 60 day period, Blue Jay's Lifeline subscriber's service remains active and 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 Blue Jay to add to the subscriber's plan; (3) answering an incoming call from a party other than Blue Jay; or (4) responding to a direct contact from Blue Jay confirming that the subscriber wants to continue receiving the service.
2. The Customer shall be notified in writing of Blue Jay's intention to discontinue Lifeline services due to the Lifeline customer no longer meeting the qualification criteria upon notification from CDHS. Any notice shall clearly state that the customer contact CDHS registration system to verify eligibility. Blue Jay will not seek Lifeline reimbursement from USAC upon notice from CDHS that the customer is no longer eligible unless the customer confirms eligibility with CDHS.

L. CTIA CODE OF CONDUCT

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

M. SUBSCRIBER ELIGIBILITY

1. Subscriber eligibility shall be established pursuant to a CDHS certification process and as modified by the Colorado General Assembly. Upon initial application for Blue Jay's Lifeline service, the Customer must certify by his or her signature under penalty of perjury that he or she is head of household and that he or she will receive Lifeline supported services only from Blue Jay.
 - a. Blue Jay 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. Blue Jay 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

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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 Blue Jay within 30 days;
 - e. If the Lifeline subscriber provided a temporary residential address to Blue Jay, he or she will be required to verify his or her temporary residential address every 90 days; and,
 - f. The Lifeline subscriber will notify Blue Jay 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. Blue Jay shall file a copy of state-specific subscriber data, including name and address of Lifeline subscribers, to the Universal Service Administrative Company (USAC), upon request, and to this Commission for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier.
 3. Blue Jay shall immediately investigate any notification from the Commission, CDHS or USAC regarding any Lifeline customer receiving duplicate subsidy from another carrier or from Blue Jay. If it is determined that the Lifeline customer is receiving duplicate subsidy, Blue Jay 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. Blue Jay 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 Blue Jay to provide Lifeline service, Blue Jay shall promptly remove the customer's Lifeline service and remove customer from any USAC reimbursement.
 4. Blue Jay shall deal directly with the subscriber and CDHS to certify and verify the subscriber's Lifeline eligibility on an annual basis.
 5. Blue Jay 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. Blue Jay shall ensure that all marketing materials for the service make clear that it is a Lifeline-supported service.
 7. Blue Jay shall promptly, de-enroll any subscriber whom Blue Jay determines is no longer eligible for Lifeline service or is notified by CDHS that the subscriber is no longer eligible for Lifeline service. Blue Jay shall promptly remove a customer's Lifeline service and remove customer from any USAC reimbursement.

N. 911 CALLING

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1. Blue Jay 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 E911 Access. Blue Jay shall pay the appropriate wireless E911 charge of one and four-tenths percent based on the imputed value of \$12.75 for free voice minutes provided to eligible Lifeline customers and comply with the reporting requirement in Section J.8 of this Stipulation. Blue Jay shall collect and remit the appropriate wireless E911 on all other minutes sold to customers whether sold separately or bundled with text messages or other services in accordance with C.R.S. § 29-11-102.5(3).

O. CUSTOMER CARE ACCESS

Customers will be provided a toll-free method to access Blue Jay' customer care representatives, available 8am – 12am (midnight) EST Monday through Friday by dialing 611 from a Blue Jay handset, and online at (www.bluejaywireless.com). Customers may obtain directory assistance by dialing 411 from a Blue Jay handset and the customer's minutes are decremented for directory assistance calls at one minute for minute of talk time.

P. LIMITATIONS OF LIABILITY

Because Blue Jay 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 Blue Jay are subject to the terms, conditions and limitations specified herein and in Blue Jay's Terms of Service available on the (www.bluejaywireless.com) website.

Q. CUSTOMER DISCONNECTION

1. Blue Jay 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 as provided in Rule 723-2-2303.
2. If Blue Jay disconnects service to Lifeline Customer for any reasons provided in Rule 723-2-2303, Blue Jay will immediately cease seeking reimbursement from the Lifeline universal service fund for that Customer.
3. These notice provisions do not apply in the event that a customer contacts Blue Jay and states that the customer is no longer eligible for Lifeline service or requests de-enrollment for any reason.

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LIFELINE BASIC UNIVERSAL SERVICE OFFERING OF BLUE JAY WIRELESS, LLC

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

A. BLUE JAY's LIFELINE BASIC UNIVERSAL SERVICE OFFERING

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

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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 Three-Way Calling
6. Free customer service calls
7. Free calls to 911 emergency services
8. Free domestic long distance calls

C. THE PRICING FOR BLUE JAY'S UNIVERSAL SERVICE OFFERING

1. Blue Jay will flow through \$9.25 (or \$34.25 for residents of Tribal Lands), which includes the federal subsidy, in the form of free usage to Lifeline customers.
2. LBUS calling plan minutes do not rollover.
3. Long distance calls are included at no additional charge for calls made within the United States.
4. Directory assistance calls (411) will be assessed airtime minutes of usage.
5. Calls placed to 900/976 numbers are blocked.
6. A charge of \$15.00 may apply to number change requests.
7. Blue Jay will not charge an activation fee for any of its Lifeline customers.
4. Federal and state universal service assessments are imposed separately. Blue Jay 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 BLUE JAY'S LIFELINE UNIVERSAL SERVICE OFFERINGS ARE AVAILABLE, AND THE CORRESPONDING LOCAL CALLING AREAS

Blue Jay LBUS Offering is available to customers within the exchanges in which Blue Jay has been designated as an ETC. Blue Jay shall not offer its LBUS in

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exchanges other than those listed in Exhibit B of Amendment to Application and shall file an application with the Commission if it expands its footprint to exchanges not listed in Exhibit B.

Blue Jay shall provide the following three 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)

- Lifeline customer agrees to pay \$5.00 on a monthly recurring basis for one year and an additional 250 minutes are added to the LBUS each month for a total of 500 minutes. For Lifeline customers the \$9.25 Lifeline discount will apply resulting in \$5.00 monthly recurring charge to Lifeline customer.

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

- Lifeline customer agrees to pay \$26.00 on a monthly recurring basis and an additional 750 minutes are added to the LBUS each month for a total of 1,000 minutes. For Lifeline customers the \$9.25 Lifeline discount will apply resulting in \$26.00 charge to Lifeline customer.

Tribal Lifeline Plans

- Blue Jay has 2 Tribal Lifeline Plans described below
- **Tribal Resident Lifeline Unlimited Plan.** Each month the customer will receive unlimited anytime voice minutes for \$5.00 per month plus fees and taxes. There are no rollover minutes with this plan as minutes are unlimited. This plan will only be available to Tribal residents.
- **Tribal Resident Lifeline 1000 Plan.** Each month the customer will receive 1,000 anytime voice minutes or 1,000 text messages for \$1.00 per month plus fees and taxes. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date. This plan will only be available to Tribal residents.

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

- \$5 for 100 minutes
- \$10 for 200 minutes
- \$20 for 500 minutes

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Blue Jay does not pass through any charges to customers related to roaming.

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 by the day before the customer's 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 LBUS 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 at any time, which would create a new monthly service renewal date. In the event a customer's Lifeline service defaults to LBUS Plan #1 and the customer chooses not to reinstate another LBUS 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*.



Blue Jay Wireless, LLC
Colorado Wireless Lifeline Service Application and Certification

Mail or fax form completed and signed form to:
 5010 Addison Circle Addison, TX 75001
 Fax XXX-XXX-XXXX / Customer Service: X-XXX-XXX-XXXX

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in Blue Jay Wireless, LLC's ("the Company's") Lifeline service program in your state. This Certification is only for the purpose of verifying your eligibility for Lifeline service and will not be used for any other purpose. Service requests will not be processed until this Form has been received and verified by Company.

One Lifeline service per household disclosures: Lifeline is a government assistance program and willfully making false statements to obtain a Lifeline benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Lifeline benefits are limited to a single line of service per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Note that not all Lifeline services are currently marketed under the name Lifeline. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person, including another eligible low-income consumer. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and potentially prosecution by the United States Government.

☐ **I hereby certify that I have read and understood the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.**

Customer eligibility certification: I hereby certify that I participate in at least one of the following programs (**check one**):

- | | |
|---|--|
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Aid to the Blind (AB) |
| <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP) | <input type="checkbox"/> Colorado Works/Temporary Assistance for Needy Families (TANF) |
| <input type="checkbox"/> Old Age Pension (OAP) | |
| <input type="checkbox"/> Aid to the Needy/Disabled (AND) | |

Tribal eligibility:

- ☐ I hereby certify that I reside on Federally-recognized Tribal lands.

Customer Application Information:

First Name: _____ Middle Name: _____ Last Name: _____
 Date of Birth: Month: ____ Day: ____ Year: _____ Last Four Digits of Social Security Number (or Tribal ID Number): _____
 If Qualifying for Lifeline by Income, number of Individuals in Household: _____
 Home Telephone Number (if available): _____

Residential Address (P.O. Box NOT sufficient)

Number: _____ Apt: _____ Street _____ City _____
 State: _____ Zip Code: _____

Address is (choose one): ☐ Permanent ☐ Temporary

Billing Address (if different from Residential Address) (P.O. Box IS sufficient)

Number: _____ Apt: _____ Street _____ City _____
 State: _____ Zip Code: _____

Multiple households sharing and address:

- ☐ I hereby certify that I reside at an address occupied by multiple households, including adults who do not contribute income to my household and/or share in my household's expenses, and I will complete a separate additional form.

Activation and usage requirement disclosures: This service is a prepaid service and you must personally activate it by calling 855-425-8529. To keep your account active, you must use your Lifeline service at least once during any 60 day period by completing an outbound call, purchasing additional minutes from Company, answering an in-bound call from someone other than Company, or by responding to a direct contact from Company confirming that you want to continue receiving Lifeline service from Company. If your service goes unused for 60 days, you will no longer be eligible for Lifeline benefits and your service will be suspended (allowing only 611 and 911 calls and calls to the Company's customer care center) subject to a 30 day cure period during which you may use

the service (as described above) or contact the Company to confirm that you want to continue receiving Lifeline service from Company.

☐ I hereby certify that I have read and understood the disclosures listed above regarding activation and usage requirements.

Authorizations:

- ☐ I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (name, telephone number, address, date of birth, last 4 digits of SSN or Tribal ID, amount of support being sought, means of qualification for support, and dates of service initiation and termination), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.

Additional certifications: I hereby certify, under penalty of perjury, that (check each box):

- ☐ I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required
- ☐ I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- ☐ I am head of household and not listed as a dependent on another person's tax return (unless over the age of 60)
- ☐ The address listed below is my primary residence, not a second home or business
- ☐ If I move to a new address, I will provide that new address to the Company within 30 days
- ☐ If I provided a temporary residential address to the Company, I will verify my temporary residential address every 90 days
- ☐ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- ☐ I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- ☐ The information contained in this certification form is true and correct to the best of my knowledge

Applicant's Signature: _____ **Date:** _____

For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed and provide information requested; do not copy or retain documentation):

Documents Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):

List A - Choose 1

- ☐ Supplemental Security Income (SSI)
- ☐ Colorado Works, Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Program (LIHEAP)
- ☐ Old Age Pension (OAP)
- ☐ Aid to the Needy/Disabled (AND)
- ☐ Aid to the Blind (AB)

List B - Choose 1:

- ☐ Program participation card/document
- ☐ Other official document evidencing participation _____

Last 4 digits of Document from List B _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document: ____/____/____

Applicant Account Number	Rep/Agent Signature

Attachment 4

Blue Jay Wireless, LLC

FCC Compliance Plan

(Revised Plan filed August 14, 2012)

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

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August 14, 2012

VIA ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: Blue Jay Wireless, LLC Revised Compliance Plan; WC Docket Nos. 09-197, 11-42

Dear Ms. Dortch:

On May 11, 2012, Blue Jay Wireless, LLC ("Blue Jay") submitted its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.¹ On July 5, 2012 and July 23, 2012, Blue Jay revised its Compliance Plan to provide additional details and clarifications.

Blue Jay has further revised its Compliance Plan (p. 9) to explain that Blue Jay's customers will be permitted to de-enroll from Lifeline supported service at any time by simply calling Blue Jay's toll-free customer service line. Blue Jay will not require submission of a written request by facsimile or otherwise.

Blue Jay hereby re-submits its complete Compliance Plan with the above revisions. Based on the minor nature of this addition, Blue Jay reiterates its request for expeditious approval of its Compliance Plan.

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

KELLEY DRYE & WARREN LLP

Marlene H. Dortch, Secretary
August 14, 2012
Page Two

This letter and revised Compliance Plan is being filed electronically for inclusion in the public record of the above-referenced proceedings. Please feel free to contact the undersigned with any questions.

Respectfully submitted,



John J. Heitmann
Joshua T. Guyan

Counsel to Blue Jay Wireless, LLC

cc: Kim Scardino
Jonathan Lechter
Divya Shenoy
Garnet Hanly

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

In the Matter of	
Telecommunications Carriers Eligible to Receive Universal Service Support	WC Docket No. 09-197
Lifeline and Link Up Reform and Modernization	WC Docket No. 11-42
Blue Jay Wireless, LLC	

BLUE JAY WIRELESS, LLC COMPLIANCE PLAN

Blue Jay Wireless, LLC (“Blue Jay” or the “Company”),¹ through its undersigned counsel, hereby respectfully submits and requests expeditious treatment of its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.²

¹ The Company hereby also reports its corporate and trade names, identifiers, and its holding company, operating companies and affiliates as: Link Distributors, LLC (affiliate), Cardinal Wireless Distributors, LLC (affiliate), Timber Creek Wireless Fund I, LLC (affiliate), Splash Media, LP (affiliate), Agency Matrix, LLC (affiliate), Drivers Insurance Group, LLC (affiliate), Cobalt Real Estate Services, LLC (affiliate), P.C. Processing, Inc. (affiliate), Team Systems, LLC (affiliate), LeadStart, LLC (affiliate), CenCal Holdings, LLC (affiliate), Timber Creek Capital, LP (affiliate), Timber Creek Ranch, LP (affiliate) and Ajax Partners II, LLC (affiliate).

² See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report And Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012) (“*Lifeline Reform Order*”). The Company herein submits the information required by the Compliance Plan Public Notice. See *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform*

The Company commends the Commission's commitment to a nationwide communications system that promotes the safety and welfare of all Americans, including Lifeline customers. The Company will comply with 911 requirements as described below and it is submitting this Compliance Plan in order to qualify for blanket forbearance from the facilities requirement of section 214(e)(1)(A) of the Communications Act and participate as an eligible telecommunications carrier ("ETC") in the Lifeline program.³

The Company will comply fully with all conditions set forth in the *Lifeline Reform Order*, as well as with the Commission's Lifeline rules and policies more generally.⁴ This Compliance Plan describes the specific measures that the Company intends to implement to achieve these objectives. Specifically, this Compliance Plan: (1) describes the specific measures that the Company will take to implement the obligations contained in the *Lifeline Reform Order*, including the procedures the Company will follow in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Low-Income

Order, WC Docket Nos. 09-197, 11-42, Public Notice, DA 12-314 (rel. Feb. 29, 2012).

³ See *Lifeline Reform Order*, ¶ 368. Although the Company qualifies for and seeks to avail itself of the Commission's grant of forbearance from the facilities requirement of section 214(e)(1)(A) for purposes of the federal Lifeline program, the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state for purposes of state universal service funding under state program rules and requirements. The Company will follow the requirements of the Commission's Lifeline rules and this Compliance Plan in all states in which it provides Lifeline service and receives reimbursements from the federal Low-Income Fund, including in any state where the public utilities commission determines that Blue Jay provides service using its own facilities for purposes of a state universal service program.

⁴ In addition, this Compliance Plan is consistent with the compliance plan filed by Global Connection Inc. of America. See Global Connection of America Inc. Compliance Plan, WC Docket Nos. 09-197, 11-42 (Apr. 30, 2012). The Global Connection compliance plan was approved on May 25, 2012. See Public Notice, DA 12-828.

Fund, materials related to initial and ongoing certifications and sample marketing materials; and (2) provides a detailed description of how the Company will offer Lifeline services, the geographic areas in which it will offer services, and a detailed description of the Company's Lifeline service plan offerings.

ACCESS TO 911 AND E911 SERVICES⁵

Pursuant to the *Lifeline Reform Order*, forbearance is conditioned upon the Company: (1) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; and (2) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services.⁶ The Company will comply with these conditions on the first day that it begins providing service.

The Company will provide its Lifeline customers with access to 911 and E911 services immediately upon activation of service. The Commission and consumers are hereby assured that all Company customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from Company handsets, even if the account associated with the handset has no minutes remaining.

The Company will use Sprint Nextel and Verizon Wireless its underlying wireless network providers/carriers through a Mobile Virtual Network Enabler (MVNE) intermediary – Natel Networks, LLC ("Natel Networks"). Sprint Nextel and Verizon Wireless will route 911 calls from the Company's customers in the same manner as 911

⁵ See Compliance Plan Public Notice at 3.

⁶ See *Lifeline Reform Order*, ¶ 373.

calls from their own retail customers. To the extent that these underlying wireless network providers/carriers are certified in a given PSAP territory, this 911 capability will function the same for the Company. The Company will also enable 911 emergency calling services for all properly activated handsets regardless of whether the account associated with the handset is active or suspended. Finally, the Company will transmit all 911 calls initiated from any of its handsets even if the account associated with the handset has no remaining minutes.

E911-Compliant Handsets. The Company will ensure that all handsets used in connection with the Lifeline service offering are E911-compliant. All of the Company's phones will be E911-capable handsets. The Company will use phones from suppliers that have been through a stringent certification process to ensure that the handset models used meet all 911 and E911 requirements. As a result, any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well, free of charge.

COMPLIANCE PLAN

I. PROCEDURES TO ENROLL A SUBSCRIBER IN LIFELINE⁷

A. Policy

The Company will comply with the uniform eligibility criteria established in new section 54.409 of the Commission's rules, as well as any additional certification and verification requirements for Lifeline eligibility in states where the Company is designated as an ETC.

⁷ See Compliance Plan Public Notice at 3.

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

B. Eligibility Determination

Blue Jay will qualify and enroll Lifeline customers through five primary input channels including: 1) Internet/Web Form Transaction, 2) Store and Field Form Transaction, 3) Toll-Free Facsimile Form Transaction, 4) USPS Mail Form Transaction and 5) Voice/IVR Form Transaction. Regardless of which channel the customer uses to apply for service, each customer will receive the same disclosures, be required to supply the same information and make the same certifications via Blue Jay's standard application/certification form (discussed further below and provided in Exhibit A).

Initially Blue Jay will enroll the vast majority of its Lifeline customers in-person at Blue Jay branded storefronts. Through its affiliation with Drivers Insurance Group, LLC, which sells state minimum required car insurance to predominantly low-income consumers, Blue Jay has access to 1,000 storefronts nationwide that can be co-branded to sell Blue Jay wireless Lifeline service. By using permanent storefront locations Blue Jay customers will always know where they can go to ask questions, get replacement equipment (*e.g.*, batteries and chargers) and purchase additional services or upgrades.

As part of its enrollment process, Blue Jay will route all enrollment documentation through a common validation backbone that will perform five relevant verification checks in real-time before approving qualifying subscribers for Lifeline service. These five checks are: 1) Service Availability Verification (validates the availability of service to qualifying subscribers through a database of approved Blue Jay service areas); 2) Service Address Verification (validates the service address of qualifying subscribers through USPS and/or Melissa databases); 3) Non-Duplicate Subscriber Verification (confirms internal non-duplicate status of qualifying subscribers by a combination of name, address, telephone number, date of birth and last four digits of Social Security number); 4) Identity Verification (validates the identity of qualifying subscribers through viewing government-issued identification or Lexis Nexis); and 5) Eligibility Verification (where available, validates the eligibility of qualifying subscribers through state-specific and program-specific Internet databases). In the event that such web services are unavailable or the qualifying subscriber shows proof of eligibility via physical documentation, Blue Jay will note the type of documentation presented; the timestamp of presentation; the Blue Jay employee, agent or representative (“Company personnel”) to whom the documentation was presented; and the deletion timestamp (for documentation that was physically received by Blue Jay). When available, Blue Jay will validate the eligibility and non-duplication of qualifying subscribers through the national database.

The manner in which the sales will be made will be slightly different, but the obligations imposed by the new rules will be addressed directly by Blue Jay. All employees will be thoroughly trained on the enrollment process to ensure all five relevant verification checks are made before approving qualified subscribers for Lifeline service.

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

Proof of Eligibility. Company personnel will be trained on acceptable documentation required to establish income-based and program-based eligibility.⁹ Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (*e.g.*, the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.¹⁰

Acceptable documentation of income eligibility includes the prior year's state, federal, or Tribal tax return; current income statement from an employer or paycheck stub;

⁸ See *Lifeline Reform Order*, ¶ 100; section 54.410(b)(1)(i)(B), 54.410(c)(1)(i)(B).

⁹ See *Lifeline Reform Order*, ¶ 101. See also USAC Guidance available at <http://www.usac.org/li/telecom-carriers/step06/default.asp>.

¹⁰ *Id.* and section 54.410(c)(1)(i)(B).

a Social Security statement of benefits; a Veterans Administration statement of benefits; a retirement/pension statement of benefits; an Unemployment/Workmen's Compensation statement of benefits; federal or Tribal notice letter of participation in General Assistance; or a divorce decree, child support award, or other official document containing income information for at least three months time.¹¹

Company personnel will examine this documentation for each Lifeline applicant, and will record the type of documentation used to satisfy the income- or program-based criteria by checking the appropriate box on the application form.¹² In addition, Company personnel will fill in, where available, the last four digits of an account or other identifying number on the proof document, the date of the proof document and the expiration of the proof document. The Company will not retain a copy of this documentation, except where state rules require such retention.¹³ For customers enrolled via the Internet, Toll-Free Facsimile, USPS Mail, or Voice/IVR, the customer will be required to fax or e-mail proof of eligibility documentation to the Company. Proof will be reviewed by Company personnel prior to service activation and then deleted. Where the Company personnel conclude that proffered documentation is insufficient to establish such eligibility, the Company will deny the associated application and inform the applicant of the reason for such rejection. In the event that Company personnel cannot ascertain whether documentation of a specific type is sufficient to establish an applicant's eligibility, the

¹¹ See *Lifeline Reform Order*, ¶101; section 54.410.(b)(1)(i)(B).

¹² See *Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(iii), 54.410(c)(1)(iii).

¹³ See *Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(ii), 54.410(c)(1)(ii).

matter will be escalated to supervisory personnel at the Company's corporate headquarters.¹⁴

De-Enrollment for Ineligibility. If the Company has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, the Company will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.¹⁵ A demonstration of eligibility must comply with the annual verification procedures below and found in new rule section 54.410(f), including the submission of a certification form. If a customer contacts the Company and states that he or she is not eligible for Lifeline or wishes to de-enroll for any reason, the Company will de-enroll the customer within five business days. Customers can make this request by calling the Company's customer service number and will not be required to submit any documents.

C. Subscriber Certifications for Enrollment

The Company will implement certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the *Lifeline Reform Order*, together with any additional state certification requirements.¹⁶ The Company shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent the Company's customers from engaging in such abuse of

¹⁴ See *id.*

¹⁵ See *Lifeline Reform Order*, ¶ 143; section 54.405(e)(1).

¹⁶ *Lifeline Reform Order*, ¶ 61; section 54.410(a).

the program, inadvertently or intentionally. Every applicant will be required to complete an application/certification form containing disclosures, and collecting certain information and certifications as discussed below.¹⁷ Applicants that seek to enroll based on income eligibility will be referred to a worksheet showing the Federal Poverty Guidelines by household size.¹⁸ Applicants that do not complete the form in person will be required to return the signed application/certification to the Company by mail, facsimile, electronic mail or other electronic transmission. In addition, Company personnel will verbally explain the certifications to consumers when they are enrolling in person or over the phone.¹⁹

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

¹⁷ See Model Application/Certification Form, included as Exhibit A. See Compliance Plan Public Notice at 3.

¹⁸ See Income Eligibility Worksheet, included as Exhibit B.

¹⁹ See *Lifeline Reform Order*, ¶ 123.

a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.²⁰

Applications and certification forms will also state that: (1) the service is a Lifeline service, (2) Lifeline is a government assistance program, and (3) only eligible consumers may enroll in the program.²¹

In addition, the Company will notify the applicant that the prepaid service must be personally activated by the subscriber and the service will be deactivated and the subscriber de-enrolled if the subscriber does not use the service for 60 days.²²

Information Collection. The Company will also collect the following information from the applicant in the application/certification form: (1) the applicant's full name; (2) the applicant's full residential address (P.O. Box is not sufficient²³); (3) whether the applicant's residential address is permanent or temporary; (4) the applicant's billing address, if different from the applicant's residential address; (5) the applicant's date of birth; (6) the last four digits of the applicant's Social Security number (or the applicant's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a Social Security number); (7) if the applicant is seeking to qualify for Lifeline under the program-based criteria, the name of the qualifying assistance program from which the applicant, his or her dependents, or his or her household receives benefits; and (8) if the

²⁰ See *id.*, ¶ 121; section 54.410(d)(1).

²¹ See section 54.405(c).

²² See *Lifeline Reform Order*, ¶ 257.

²³ See *Lifeline Reform Order*, ¶ 87.

applicant is seeking to qualify for Lifeline under the income-based criterion, the number of individuals in his or her household.²⁴

Applicant Certification. Consistent with new rule section 54.410(d)(3), the Company will require the applicant to certify, under penalty of perjury, in writing or by electronic signature or interactive voice response recording,²⁵ the following: (1) the applicant meets the income-based or program-based eligibility criteria for receiving Lifeline; (2) the applicant will notify the Company within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the applicant no longer meets the income-based or program-based criteria for receiving Lifeline support, the applicant is receiving more than one Lifeline benefit, or another member of the applicant's household is receiving a Lifeline benefit; (3) if the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands; (4) if the applicant moves to a new address, he or she will provide that new address to the Company within 30 days; (5) if the applicant provided a temporary residential address to the Company, the applicant will be required to verify his or her temporary residential address every 90 days; (6) the applicant's household will receive only one Lifeline service and, to the best of the applicant's knowledge, the applicant's household is not already receiving a Lifeline service; (7) the information contained in the applicant's certification form is true and correct to the best of the applicant's knowledge; (8) the applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and (9) the applicant acknowledges that the applicant may be required to re-certify his or her continued eligibility for Lifeline at any

²⁴ See section 54.410(d)(2).

²⁵ See *Lifeline Reform Order*. ¶¶ 168-69; section 54.419.

time, and the applicant's failure to re-certify as to the applicant's continued eligibility will result in de-enrollment and the termination of the applicant's Lifeline benefits pursuant to the de-enrollment policy included below and in the Commission's rules.

In addition, the applicant will be required to authorize the Company to access any records required to verify the applicant's statements on the application/certification form and to confirm the applicant's eligibility for the Company Lifeline credit. The applicant must also authorize the Company to release any records required for the administration of the Company Lifeline credit program, including to USAC to be used in a Lifeline program database.²⁶

D. Annual Verification Procedures

The Company will annually re-certify all subscribers by querying the appropriate eligibility databases or obtaining a signed certification from each subscriber consistent with the certification requirements above and new section 54.410(d) of the Commission's rules. This certification will include a confirmation that the applicant's household will receive only one Lifeline service and, to the best of the subscriber's knowledge, the subscriber's household is receiving no more than one Lifeline service.²⁷ Further, the verification materials will inform the subscriber that he or she is being contacted to re-

²⁶ See Section 54.404(b)(9). The application/certification form will also describe the information that will be transmitted, that the information is being transmitted to USAC to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service. See *id.*

²⁷ See *Lifeline Reform Order*, ¶ 120.

certify his or her continuing eligibility for Lifeline and if the subscriber fails to respond, he or she will be de-enrolled in the program.²⁸

2012 Verification. Blue Jay does not currently have any Lifeline customers. In the (unlikely) event that the Company has any Lifeline subscribers as of June 1, 2012, the Company will re-certify the eligibility of each of its existing subscribers as of June 1, 2012 on a rolling basis by the end of 2012 and report the results to USAC by January 31, 2013.²⁹ The Company will contact its subscribers via text message to their Lifeline supported telephone, or by mail, phone, email or other Internet communication. The notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact the Company.

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

E. Activation and Non-Usage

The Company will not consider a prepaid subscriber activated, and will not seek reimbursement for Lifeline for that subscriber, until the subscriber activates the

²⁸ *See id.*, ¶ 145.

²⁹ *See id.*, ¶ 130.

³⁰ *See id.*, ¶ 142; section 54.54.405(e)(4).

Company's prepaid service by completing an outbound call. An outbound call must be made in order for the service to be activated and for Blue Jay to seek Lifeline reimbursement for that customer. For phones sold in-person, the customer must complete an outbound call in front of the representative upon taking possession of the phone in order to complete the enrollment process. In the event phones are mailed to the customer's address, the customer must dial an activation code which will connect them to a customer service representative. The customer then has to provide the customer service representative with identification information and confirm Lifeline service was ordered.

In addition, after service activation, the Company will provide a de-enrollment notice to subscribers that have not used their service for 60 days. After 60 days of non-use, the Company will provide notice to the subscriber that failure to use the Lifeline service within a 30-day notice period will result in de-enrollment.³¹ Subscribers can "use" the service by: (1) completing an outbound call; (2) purchasing minutes from the Company to add to the subscriber's plan; (3) answering an incoming call from a party other than the Company; or (4) responding to a direct contact from the Company and confirming that the subscriber wants to continue receiving the service.³²

If the subscriber does not respond to the notice, the subscriber will be de-enrolled and the Company will not request further Lifeline reimbursement for the subscriber. The Company will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.³³

³¹ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

³² See *Lifeline Reform Order*, ¶ 261; section 54.407(c)(2).

³³ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

F. Additional Measures to Prevent Waste, Fraud and Abuse

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

In addition to checking the database when it becomes available, Company personnel will emphasize the “one Lifeline phone per household” restriction in their direct sales contacts with potential customers. Training materials will include a discussion of the limitation to one Lifeline phone per household, and the need to ensure that the customer is informed of this restriction. All Company personnel interacting with existing and potential Lifeline customers will undergo training regarding the eligibility and certification requirements in the *Lifeline Reform Order* and this Compliance Plan.

Blue Jay Company personnel that will interact with existing and potential Lifeline customers will be required to complete a rigorous training program upon commencing employment and prior to performing other duties for the Company. During this program, Company personnel are thoroughly trained on compliance practices, policies and procedures including, among other areas, a thorough training on the enrollment process. For example, Company personnel that will perform customer enrollment are trained on how to use the Company’s office support systems, to read aloud the appropriate disclosures to prospective customers such as the “one-per-household” and activation and non-usage requirement disclosures, request additional documentation proving identity and

address verification and what constitutes proof of eligibility, among other important practices.

Company personnel are also trained to display Blue Jay approved marketing materials and banners and wear Blue Jay branded t-shirts with name badges and pictures when performing in-person enrollment. Blue Jay will have a designated employee compliance training manager who is accessible to Company personnel for questions after training. Company personnel are also trained what to do in the event they suspect fraud or any violation. The Company has a whistleblower policy for Company personnel to immediately report any violation of compliance policies and procedures. If Company personnel violates any of the Company's or program's compliance policies and procedures, the terms and conditions of his or her employee or vendor agreement, or engages in any illegal, fraudulent, deceptive, or unethical business conduct, Blue Jay will invoke immediate disciplinary action and may contact appropriate authorities.

Database. When the National Lifeline Accountability Database ("National Database") becomes available, the Company will comply with the requirements of new rule section 54.404. The Company will query the National Database to determine whether a prospective subscriber is currently receiving a Lifeline service from another ETC and whether anyone else living at the prospective subscriber's residential address is currently receiving Lifeline service.³⁴

³⁴ See *Lifeline Reform Order*, ¶ 203. Company will also transmit to the National Database the information required for each new and existing Lifeline subscriber. See *Lifeline Reform Order*, ¶¶ 189-195; section 54.404(b)(6). Further, Company will update each subscriber's information in the National Database within ten business days of any change, except for de-enrollment, which will be transmitted within one business day. See section 54.404(b)(8),(10).

One-Per-Household. The Company will implement the requirements of the *Lifeline Reform Order* to ensure that it provides only one Lifeline benefit per household³⁵ through the use of its application and certification forms discussed above, database checks and its marketing materials discussed below. Upon receiving an application for the Company's Lifeline service, the Company will search its own internal records to ensure that it does not already provide Lifeline-supported service to someone at the same residential address.³⁶ If so, and the applicant lives at an address with multiple households, the Company will require the applicant to complete and submit a written USAC document containing the following: (1) an explanation of the Commission's one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income, pursuant to the Commission's definition; and (4) the penalty for a consumer's failure to make the required one-per-household certification (*i.e.*, de-enrollment).³⁷ Further, if a subscriber provides a temporary address on his or her application/certification form collected as described above,

³⁵ A "household" is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians. *See Lifeline Reform Order*, ¶ 74; section 54.400(h).

³⁶ *See Lifeline Reform Order*, ¶ 78.

³⁷ *Id.* The USAC worksheet is available at <http://www.usac.org/li/tools/news/default.aspx#582>.

the Company will verify with the subscriber every 90 days that the subscriber continues to rely on that address.³⁸

In addition, Company personnel will inform each Lifeline applicant that he or she may be receiving Lifeline support under another name, and facilitate the applicant's understanding of what constitutes "Lifeline-supported services," and ability to determine whether he or she is already benefiting from Lifeline support, by informing the consumer that all Lifeline services may not be currently marketed under the name Lifeline. Blue Jay will also ask each customer whether they are receiving Lifeline service from one of the other major Lifeline providers in the state (*e.g.*, SafeLink, Assurance). Finally, at the time of enrollment, Blue Jay will check each applicant against a pooled duplicates database established by CGM, LLC.

Marketing Materials. Within the deadline provided in the *Lifeline Reform Order*, the Company will include the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service, (2) Lifeline is a government assistance program, (3) the service is non-transferable, (4) only eligible consumers may enroll in the program, (5) the program is limited to one discount per household; (6) that documentation is necessary for enrollment; (7) Blue Jay's name (the ETC); and (8) the Company's application/certification form will state that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.³⁹ These statements will be included in all print, audio video and web materials (including social networking media) used to describe or enroll customers in the Company's Lifeline service offering, as well as

³⁸ See *Lifeline Reform Order*, ¶ 89.

³⁹ See *Lifeline Reform Order*, ¶ 275; section 54.405(c).

the Company's application forms and certification forms.⁴⁰ This specifically includes the Company's website (www.bluejaywireless.com) and outdoor signage.⁴¹ A sample of the Company's marketing materials is included as Exhibit C.

G. Company Reimbursements From the Fund

To ensure that the Company does not seek reimbursement from the Fund without a subscriber's consent, the Company will certify, as part of each reimbursement request, that it is in compliance with all of the Commission's Lifeline rules and, to the extent required, has obtained valid certification and verification forms from each of the subscribers for whom it is seeking reimbursement.⁴² Further, the Company will submit its FCC Forms 497 to the eighth day of each month in order to be reimbursed the same month.⁴³

In addition, the Company will keep accurate records as directed by USAC⁴⁴ and as required by new section 54.417 of the Commission's rules. For example, Blue Jay will keep the following records for each subscriber's individual Lifeline account, among other records, if applicable and as permitted: 1) date that Blue Jay queried the duplicates database; 2) date and information that Blue Jay transmitted to the duplicates database; 3) date of transmission of updated customer information to database; 4) date and database upon which the ETC determined income-based eligibility where available; 5) date and documentation/data source used to determine income-based eligibility if no database was

⁴⁰ *Id.*

⁴¹ *Id.*

⁴² *See Lifeline Reform Order*, ¶ 128; section 54.407(d).

⁴³ *See Lifeline Reform Order*, ¶¶ 302-306.

⁴⁴ *See* section 54.407(e).

available to determine subscriber eligibility;⁴⁵ 6) date, database, and program on which ETC determined subscriber eligibility; 7) date and records detailing the documentation a subscriber provided to demonstrate Lifeline eligibility; 8) state Lifeline administrator documentation of customer eligibility, and subscriber's certification of eligibility; 9) date of customer service activation; 10) application/certification and annual re-certification forms for each subscriber associated with a date and time of signature; and 11) date of transmission of customer de-enrollment to database.

H. Annual Company Certifications

The Company will submit an annual certification to USAC, signed by a Company officer under penalty of perjury, that the Company: (1) has policies and procedures in place to review consumers' documentation of income- and program-based eligibility and ensure that its Lifeline subscribers are eligible to receive Lifeline services;⁴⁶ (2) is in compliance with all federal Lifeline certification procedures;⁴⁷ and (3) has obtained a valid certification form for each subscriber for whom the carrier seeks Lifeline reimbursement.⁴⁸

In addition, the Company will provide the results of its annual re-certifications/verifications on an annual basis to the Commission, USAC, the applicable state commission and the relevant Tribal governments (for subscribers residing on Tribal

⁴⁵ Such documentation includes the documentation listed in Section I.B. *supra*.

⁴⁶ See *Lifeline Reform Order*, ¶ 126; section 54.416(a)(1).

⁴⁷ See *Lifeline Reform Order*, ¶ 127; section 54.416(a)(2).

⁴⁸ See section 54.416(a)(3).

lands).⁴⁹ Further, as discussed above, the Company will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.⁵⁰

The Company will also annually report to the Commission, USAC, and relevant state commissions and the relevant authority in a U.S. territory or Tribal government as appropriate,⁵¹ the company name, names of the company's holding company, operating companies and affiliates, and any branding (such as a "dba" or brand designation) as well as relevant universal service identifiers for each entity by Study Area Code.⁵² The Company will report annually information regarding the terms and conditions of its Lifeline plans for voice telephony service offered specifically for low-income consumers during the previous year, including the number of minutes provided and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.⁵³ Finally, the Company will annually provide detailed information regarding service outages in the previous year, the number of complaints received and certification of compliance with applicable service quality standards and consumer protection rules, as well as a certification that the Company is able to function in emergency situations.⁵⁴

I. Cooperation with State and Federal Regulators

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

⁴⁹ See *Lifeline Reform Order*, §§ 132,148; section 54.416(b).

⁵⁰ See *Lifeline Reform Order*, § 257; section 54.405(e)(3).

⁵¹ See section 54.422(c).

⁵² See *Lifeline Reform Order*, §§ 296, 390; section 54.422(a).

⁵³ See *Lifeline Reform Order*, § 390; section 54.422(b)(5).

⁵⁴ See *Lifeline Reform Order*, § 389; section 54.422(b)(1)-(4).

- Make available, upon request, state-specific subscriber data, including the names and addresses of Lifeline subscribers, to USAC and to each state public utilities commission where the Company operates for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier;⁵⁵
- Assist the Commission, USAC, state commissions, and other ETCs in resolving instances of duplicative enrollment by Lifeline subscribers, including by providing to USAC and/or any state commission, upon request, the necessary information to detect and resolve duplicative Lifeline claims;
- Promptly investigate any notification that it receives from the Commission, USAC, or a state commission to the effect that one of its customers already receives Lifeline services from another carrier; and
- Immediately de-enroll any subscriber whom the Company has a reasonable basis to believe⁵⁶ is receiving Lifeline-supported service from another ETC or is no longer eligible – whether or not such information is provided by the Commission, USAC, or a state commission.

II. Description of Lifeline Service Offerings⁵⁷

The Company will offer its Lifeline service in the states where it is designated as an ETC⁵⁸ and throughout the coverage area of the Sprint Nextel and Verizon Wireless footprints. Blue Jay purchases wireless minutes from an intermediary, Natel Networks, which purchases wholesale minutes from Sprint Nextel and Verizon Wireless. Blue Jay's Lifeline offering will provide all non-Tribal customers with the option to choose a plan with 250 anytime prepaid minutes per month at no charge. Tribal customers will all have

⁵⁵ The Company anticipates that the need to provide such information will sunset following the implementation of the national duplicates database.

⁵⁶ See section 54.405(e)(1).

⁵⁷ See Compliance Plan Public Notice at 3.

⁵⁸ The Company is not yet designated as an ETC in any states, but it filed a petition for ETC designation in Alabama, Connecticut, Delaware, the District of Columbia, Florida, New Hampshire, New York, North Carolina, Tennessee and Virginia with the Commission on May 21, 2012, and applications for ETC designation in Oklahoma, Arizona and Colorado. The Company intends to prepare additional petitions and file where permitted.

the option to choose an unlimited plan. 611 customer service and 911 emergency calls will all be free, regardless of service activation or availability of minutes, and will not count against the customer's airtime. All plans will include domestic long-distance at no extra per minute charge. Directory assistance calls (411) will be free, however, they will count as airtime minutes of usage. Lifeline customers can purchase additional bundles of minutes for as low as \$0.05/minute depending on the minute package purchased. For example, customers can purchase a 200 minute package for \$10.00. Airtime "top-up" minutes will be available for purchase at the Company's retail locations and on its website.

The Company will offer two basic Lifeline service packages throughout all of its service territories, except for Tribal areas where the Company will offer two plans that are only available to Tribal residents. The Company's basic Lifeline programs are listed below.

Lifeline Free Plan 125. Each month the customer will receive 125 free anytime voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. Unused minutes will rollover from month to month. This plan will be available in all states where the Company offers service except in Tribal areas.

Lifeline Free Plan 250. Each month the customer will receive 250 free anytime voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration

date. This plan will be available in all states where the Company offers service except in Tribal areas.⁵⁹

Tribal Resident Lifeline Unlimited Plan. Each month the customer will receive unlimited anytime voice minutes for \$5.00 per month plus fees and taxes. Text messaging will not be available with the unlimited talk plan. There are no rollover minutes with this plan as minutes are unlimited. This plan will only be available to Tribal residents.

Tribal Resident Lifeline 1000 Plan. Each month the customer will receive 1,000 anytime voice minutes or 1,000 text messages for \$1.00 per month plus fees and taxes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date. This plan will only be available to Tribal residents.

Additionally, customers can select either a free wireless handset or purchase an upgraded phone, such as a smartphone. For those customers choosing to upgrade to a smartphone, data can be added to any phone plan starting at \$1.25 per megabyte – a price that can be reduced on a “per megabyte” basis when the customer purchases multiple megabytes of data. The Company will also allow low-income customers to add affordable data usage to their free voice/text minutes thereby supporting greater smartphone utilization, consistent with the Commission’s goal of promoting broadband access to all Americans. Additional information regarding the Company’s plans, rates and services can be found on its website www.bucelavwireless.com.

⁵⁹ Lifeline customers can add \$5.00 per month to get 500 total anytime minutes or \$20.00 per month to get 1,000 total anytime minutes plus 1,000 texts.

Although Blue Jay is not yet providing service to either Lifeline or non-Lifeline customers, Blue Jay plans to begin providing prepaid wireless service to non-Lifeline customers within 45 days. Blue Jay has access to an extensive network of potential customers through partnerships with its Drivers Insurance Group, LLC affiliate, which will provide storefront locations for the sale of Blue Jay Lifeline and non-Lifeline wireless service. Blue Jay has also established relationships with BeQuick, CGM, LLC and other vendors that will be necessary to enroll Lifeline customers and process applications and reimbursements. However, once its compliance plan is approved, Blue Jay will likely need at least 60 days to further train its employees, put up branding and signage in its storefronts, and implement its various systems before it will be able to begin processing Lifeline applications and enrolling customers for service.

At the same time, Blue Jay must receive ETC designations from various state public utility commissions or the FCC, and in many states such as Texas, Blue Jay cannot file its ETC applications until its Compliance Plan is approved. Therefore, Blue Jay expects that it will be several months after its Compliance Plan is approved before it can begin providing Lifeline service.

III. Demonstration of Financial and Technical Capabilities and Certifications Required for ETC Designation⁶⁰

Financial and Technical Capabilities. Revised Commission rule 54.202(a)(4), 47 C.F.R. 54.202(a)(4), requires carriers petitioning for ETC designation to demonstrate financial and technical capability to comply with the Commission's Lifeline service

⁶⁰ See Compliance Plan Public Notice at 3.

requirements.⁶¹ The Compliance Plan Public Notice requires that carriers' compliance plan include this demonstration. Among the factors the Commission will consider are: a carrier's prior offering of service to non-Lifeline subscribers, the length of time the carrier has been in business, whether the carrier relies exclusively on Lifeline reimbursement to operate, whether the carrier receives revenues from other sources and whether the carrier has been the subject of an enforcement action or ETC revocation proceeding in any state.

Through its affiliates, Blue Jay has provided marketing services including to low-income customers since 2004. One of the Company's affiliates, Splash Media, LP, is among the largest providers of full-service social media marketing services in the world. Another affiliate, Link Distributors, LLC, is a leading distributor of wireless handsets and Lifeline enrollment for ETCs. Both businesses have substantial revenues with a long-term profitability, are in good standing with all of their vendors and have been providing customers with services for a combined nine years. As a core part of its marketing strategy, Blue Jay will be actively marketing to non-Lifeline customers targeting the prepaid, credit challenged and underbanked sector, and, consequently, will not be relying exclusively on Lifeline reimbursement for the Company's operating revenues. Blue Jay plans to begin providing non-Lifeline service within 45 days. Blue Jay also has access to other financial resources including substantial cash reserves from its owners. The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

Service Requirements Applicable to Company's Support. The Compliance Plan Public Notice requires carriers to include "certifications required under newly amended

⁶¹ See *Lifeline Reform Order*, §§ 387-388 (revising Commission rule 54.202(a)(4)).

section 54.202 of the Commission's rules."⁶² The Company certifies that it will comply with the service requirements applicable to the support the Company receives.⁶³ The Company will provide all of the telecommunications service supported by the Lifeline program and will make the services available to all qualified consumers throughout the states in which it is designated as an ETC. The Company's services will include voice telephony services that provide voice grade access to the public switched network or its functional equivalent. Further, the Company's service offerings will provide its customers with a set number of minutes of use for local service at no charge to the customer. The Company's proposed Lifeline offerings include packages in Section II *supra* that can be used for local and domestic toll service.

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

Finally, the Company will not provide toll limitation service ("TLS"). Blue Jay, like most wireless carriers, does not differentiate domestic long distance toll usage from local usage and all usage is paid for in advance. Pursuant to the *Lifeline Reform Order*, subscribers to such services are not considered to have voluntarily elected to receive TLS.⁶⁴

⁶² Compliance Plan Public Notice at 3.

⁶³ 47 C.F.R. § 54.202(a)(1).

⁶⁴ See *Lifeline Reform Order*, ¶ 230.

IV. Conclusion

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

Respectfully submitted,



John J. Heitmann
Joshua T. Guyan
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Suite 400
Washington, D.C. 20007
(202) 342-8544

Counsel to Blue Jay Wireless, LLC

August 14, 2012

EXHIBIT A



Blue Jay Wireless, LLC
[State] Wireless Lifeline Service Application and Certification (Tribal)

Mail or fax form completed and signed form to:
5010 Addison Circle Addison, TX 75001
Fax XXX-XXX-XXXX / Customer Service: X-XXX-XXX-XXXX

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in Blue Jay Wireless, LLC's ("the Company's") Lifeline service program in your state. This Certification is only for the purpose of verifying your eligibility for Lifeline service and will not be used for any other purpose. Service requests will not be processed until this Form has been received and verified by Company.

One Lifeline service per household disclosures: Lifeline is a government assistance program and willfully making false statements to obtain a Lifeline benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Lifeline benefits are limited to a single line of service per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Note that not all Lifeline services are currently marketed under the name Lifeline. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person, including another eligible low-income consumer. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and potentially prosecution by the United States Government.

☐ I hereby certify that I have read and understood the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.

Customer eligibility certification: I hereby certify that I participate in at least one of the following programs (check one):

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

OR, I hereby certify that I qualify for Lifeline pursuant to income eligibility:

- ☐ Income at or below 135% of Federal Poverty Guidelines

Tribal eligibility:

- ☐ I hereby certify that I reside on Federally-recognized Tribal lands.

Customer Application Information:

First Name: _____ Middle Name: _____ Last Name: _____
Date of Birth: Month: ____ Day: ____ Year: ____ Last Four Digits of Social Security Number (or Tribal ID Number): _____
If Qualifying for Lifeline by Income, number of Individuals in Household: _____
Home Telephone Number (if available): _____

Residential Address (P.O. Box NOT sufficient)

Number: _____ Apt: _____ Street: _____ City: _____

State: _____ Zip Code: _____

Address is (choose one): ☐ Permanent ☐ Temporary

Billing Address (if different from Residential Address) (P.O. Box IS sufficient)

Number: _____ Apt: _____ Street: _____ City: _____

State: _____ Zip Code: _____

Multiple households sharing and address:

- ☐ I hereby certify that I reside at an address occupied by multiple households, including adults who do not contribute income to my household and/or share in my household's expenses, and I will complete a separate additional form.

Activation and usage requirement disclosures: This service is a prepaid service and you must personally activate it by calling [IVR call-in number]. To keep your account active, you must use your Lifeline service at least once during any 60 day period by completing an outbound call, purchasing additional minutes from Company, answering an in-bound call from someone other than Company, or by responding to a direct contact from Company confirming that you want to continue receiving Lifeline service from Company. If your service goes unused for 60 days, you will no longer be eligible for Lifeline benefits and your service will be suspended (allowing only 611 and 911 calls and calls to the Company's customer care center) subject to a 30 day cure period during which you may use the service (as described above) or contact the Company to confirm that you want to continue receiving Lifeline service from Company.

☐ I hereby certify that I have read and understood the disclosures listed above regarding activation and usage requirements.

Authorizations:

☐ I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (name, telephone number, address, date of birth, last 4 digits of SSN or Tribal ID, amount of support being sought, means of qualification for support, and dates of service initiation and termination), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.

Additional certifications: I hereby certify, under penalty of perjury, that (check each box):

- ☐ I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required
- ☐ I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- ☐ I am not listed as a dependent on another person's tax return (unless over the age of 60)
- ☐ The address listed below is my primary residence, not a second home or business
- ☐ If I move to a new address, I will provide that new address to the Company within 30 days
- ☐ If I provided a temporary residential address to the Company, I will verify my temporary residential address every 90 days
- ☐ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- ☐ I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- ☐ The information contained in this certification form is true and correct to the best of my knowledge

Applicant's Signature: _____ **Date:** _____

For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed and provide information requested; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility (check 1):

- ☐ The prior year's state, federal, or Tribal tax return,
- ☐ Current income statement from an employer or paycheck stub,
- ☐ A Social Security statement of benefits,
- ☐ A Veterans Administration statement of benefits,
- ☐ A retirement/pension statement of benefits,
- ☐ An Unemployment/Workmen's Compensation statement of benefits,
- ☐ Federal or Tribal notice letter of participation in General Assistance, or
- ☐ A divorce decree, child support award, or other official document containing income information for at least three months time.

List B - Choose 1:

- ☐ Program participation card/document
- ☐ Prior year's statement of benefits
- ☐ Notice letter of participation
- ☐ Other official document evidencing participation _____

Last 4 digits of Document from List B _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document: ____/____/____

Documents Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):

List A - Choose 1

- ☐ Supplemental Nutrition Assistance Program (SNAP)
- ☐ Medicaid
- ☐ Section 8 Federal Public Housing Assistance (FPHA)
- ☐ Supplemental Security Income (SSI)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Program (LIHEAP)
- ☐ National School Lunch Program's free lunch program
- ☐ Food Distribution Program on Indian Reservations (FDPIR)
- ☐ Bureau of Indian Affairs General Assistance (BIA)
- ☐ Tribally Administered TANF (TATNF)
- ☐ Head Start (meeting income qualifying standards)

Applicant Account Number	Rep/Agent Signature



Blue Jay Wireless, LLC
[State] Wireless Lifeline Service Application and Certification

Mail or fax form completed and signed form to:
5010 Addison Circle Addison, TX 75001
Fax XXX-XXX-XXXX / Customer Service: X-XXX-XXX-XXXX

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in Blue Jay Wireless, LLC's ("the Company's") Lifeline service program in your state. This Certification is only for the purpose of verifying your eligibility for Lifeline service and will not be used for any other purpose. Service requests will not be processed until this Form has been received and verified by Company.

One Lifeline service per household disclosures: Lifeline is a government assistance program and willfully making false statements to obtain a Lifeline benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Lifeline benefits are limited to a single line of service per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Note that not all Lifeline services are currently marketed under the name Lifeline. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person, including another eligible low-income consumer. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and potentially prosecution by the United States Government.

☐ I hereby certify that I have read and understood the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.

Customer eligibility certification: I hereby certify that I participate in at least one of the following programs (check one):

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

OR, I hereby certify that I qualify for Lifeline pursuant to income eligibility:

- ☐ Income at or below 135% of Federal Poverty Guidelines

Customer Application Information:

First Name: _____ Middle Name: _____ Last Name: _____

Date of Birth: Month: ____ Day: ____ Year: ____ Last Four Digits of Social Security Number: ____

If Qualifying for Lifeline by Income, number of Individuals in Household: ____

Home Telephone Number (if available): _____

Residential Address (P.O. Box NOT sufficient)

Number: _____ Apt: _____ Street: _____ City: _____

State: _____ Zip Code: _____

Address is (choose one): ☐ Permanent ☐ Temporary

Billing Address (if different from Residential Address) (P.O. Box IS sufficient)

Number: _____ Apt: _____ Street: _____ City: _____

State: _____ Zip Code: _____

Multiple households sharing and address:

- ☐ I hereby certify that I reside at an address occupied by multiple households, including adults who do not contribute income to my household and/or share in my household's expenses, and I will complete a separate additional form.

Activation and usage requirement disclosures: This service is a prepaid service and you must personally activate it by calling [IVR call-in number]. To keep your account active, you must use your Lifeline service at least once during any 60 day period by completing an outbound call, purchasing additional minutes from Company, answering an in-bound call from someone other than Company, or by responding to a direct contact from Company confirming that you want to continue receiving Lifeline service from Company. If your service goes unused for 60 days, you will no longer be eligible for Lifeline benefits and your service will be

suspended (allowing only 611 and 911 calls and calls to the Company's customer care center) subject to a 30 day cure period during which you may use the service (as described above) or contact the Company to confirm that you want to continue receiving Lifeline service from Company.

☐ I hereby certify that I have read and understood the disclosures listed above regarding activation and usage requirements.

Authorizations:

☐ I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (name, telephone number, address, date of birth, last 4 digits of SSN, amount of support being sought, means of qualification for support, and dates of service initiation and termination), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.

Additional certifications: I hereby certify, under penalty of perjury, that (check each box):

- ☐ I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required
- ☐ I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- ☐ I am not listed as a dependent on another person's tax return (unless over the age of 60)
- ☐ The address listed below is my primary residence, not a second home or business
- ☐ If I move to a new address, I will provide that new address to the Company within 30 days
- ☐ If I provided a temporary residential address to the Company, I will verify my temporary residential address every 90 days
- ☐ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- ☐ I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- ☐ The information contained in this certification form is true and correct to the best of my knowledge

Applicant's Signature: _____ **Date:** _____

For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed and provide information requested; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility (check 1):

- ☐ The prior year's state or federal tax return,
- ☐ Current income statement from an employer or paycheck stub,
- ☐ A Social Security statement of benefits,
- ☐ A Veterans Administration statement of benefits,
- ☐ A retirement/pension statement of benefits,
- ☐ An Unemployment/Workmen's Compensation statement of benefits,
- ☐ Federal notice letter of participation in General Assistance, or
- ☐ A divorce decree, child support award, or other official document containing income information for at least three months time.

List B - Choose 1:

- ☐ Program participation card/document
- ☐ Prior year's statement of benefits
- ☐ Notice letter of participation
- ☐ Other official document evidencing participation _____

Last 4 digits of Document from List B _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document: ____/____/____

Documents Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):

List A - Choose 1

- ☐ Supplemental Nutrition Assistance Program (SNAP)
- ☐ Medicaid
- ☐ Section 8 Federal Public Housing Assistance (FPHA)
- ☐ Supplemental Security Income (SSI)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Program (LIHEAP)
- ☐ National School Lunch Program's free lunch program

Applicant Account Number	Rep/Agent Signature

EXHIBIT B



Blue Jay Wireless, LLC Lifeline Service Application Income Eligibility Worksheet

Individuals in all states are able to enroll in the Lifeline program by demonstrating that their household's annual income is at or below 135% of the Federal Poverty Guidelines. This table should be used to determine whether a Lifeline applicant is eligible for Lifeline service based on the number of individuals in the applicant's household and the applicant's household annual income:

HOUSEHOLD SIZE	INCOME LEVEL
1	\$15,080
2	\$20,426
3	\$25,772
4	\$31,118
5	\$36,464
6	\$41,810
7	\$47,156
8	\$52,502
For each additional person	Add \$5,346

Applicants must list the number of individuals in the applicant's household on the Lifeline application form. Applicants seeking to qualify for Lifeline service based on their household income must present one of the following documents in order to prove eligibility:

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

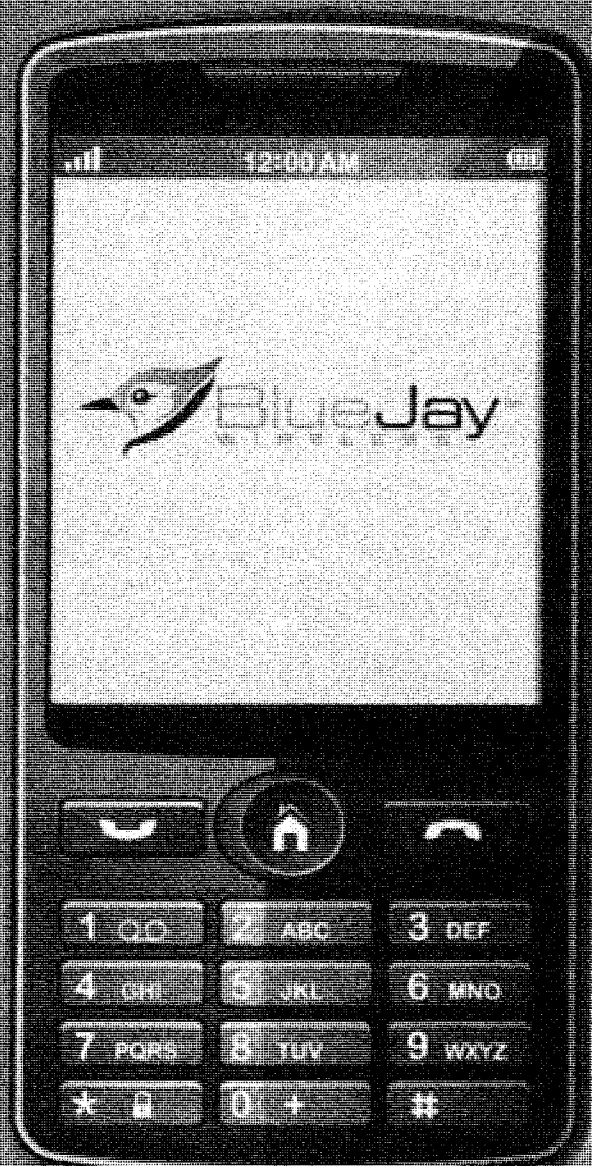
This is a Lifeline service provided by Blue Jay Wireless, LLC. Lifeline is a government assistance program. Only one Lifeline service is available per household. Households are not permitted to receive multiple Lifeline benefits whether they are from one or multiple companies, wireless or wireline. Proof of eligibility is required for enrollment and only eligible customers may enroll in Lifeline service. Consumers who willingly make false statements to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Lifeline is a non-transferable benefit. Lifeline customers may not transfer their benefits to any other person.

EXHIBIT C

250 FREE

Minutes Every Month!

500 & 1000 Minute Plans Also Available



**Must
qualify to
be eligible.**

- This is a limited service provided by BlueJay Wireless, LLC, which is an eligible telecommunications carrier.
- Lifeline is a government assistance program.
- Service is non-transferable.
- Only one lifeline service may be received per household.
- Only one service may be received per person.
- Customers who qualify for more than one service may be eligible to receive additional services provided by BlueJay Wireless, LLC.
- Customers must present a paper document showing eligibility for the service and a valid photo identification to receive service.
- Lifeline Assistance Program: BlueJay Wireless, LLC, is a Lifeline Assistance Program participant. Lifeline Assistance is a federal program that provides discounted service to eligible low-income customers. Lifeline Assistance is a federal program that provides discounted service to eligible low-income customers. Lifeline Assistance is a federal program that provides discounted service to eligible low-income customers.

www.BlueJayWireless.com

Blue Jay Wireless, LLC ETC Designation - Lifeline Only Service Area			
	Clii	Central Office Name	Underlying Provider
1	AGATCOXC	Agate	Agate Mutual Telephone
2	SIMLCOXC	Simla	Big SandyTelecommunications, Inc.
3	BYRSCOX	Beyers	Bijou Telephone Coop. Assoc., Inc.
4	DRTRCOXC	Deer Trail	Bijou Telephone Coop. Assoc., Inc.
5	BLNCCOXC	Blanca	Blanca Telephone Co.
6	AKRONCOXC	Akron	CenturyTel of Eagle
7	BASNCOXC	Branson	CenturyTel of Eagle
8	BURLCOXC	Burlington	CenturyTel of Eagle
9	CHRWCOXC	Cheraw	CenturyTel of Eagle
10	CHWLCOXC	Cheyenne Wells	CenturyTel of Eagle
11	CNTRCOXC	Center	CenturyTel of Eagle
12	EDWRCOXC	Edwards	CenturyTel of Eagle
13	GRNRCOXC	Gardner	CenturyTel of Eagle
14	LAMRCOXC	Lamar	CenturyTel of Eagle
15	LJNTCOMA	Lajunta	CenturyTel of Eagle
16	LSANCOXC	Las Animas	CenturyTel of Eagle
17	SPFDCOXC	Springfield	CenturyTel of Eagle
18	SRTNCOXC	Stratton	CenturyTel of Eagle
19	TWBTCOXC	Two Buttes	CenturyTel of Eagle
20	WILYCOXC	Wiley	CenturyTel of Eagle
21	YUMACOXC	Yuma	CenturyTel of Eagle
22	CDRDCO	Cedaredge	Delta County Telecommunications Inc.
23	CRFRCO	Crawford	Delta County Telecommunications Inc.
24	ECKRCO	Eckert	Delta County Telecommunications Inc.
25	HTCHCO	Hotchkiss	Delta County Telecommunications Inc.
26	PAONCO	Paonia	Delta County Telecommunications Inc.
27	SMRTCO	Somerset	Delta County Telecommunications Inc.
28	ARRBCOXC	Arriba	Eastern Slope
29	BNNTCOXCDS0	Bennett	Eastern Slope
30	HUGOCOXCDS0	Eads	Eastern Slope
31	FLGLCOXC	Flagler	Eastern Slope
32	GENOCOXC	Genoa	Eastern Slope
33	HUGOCOXC	Hugo	Eastern Slope
34	HUGOCOXCDS0	Kit Carson	Eastern Slope
35	WDRWCOXC	Woodrow	Eastern Slope
36	ELPSCOXCD0	El Paso	El Paso County Telephone
37	RUSHCOXCRS1	Rush	El Paso County Telephone
38	CROKCOXC	Crook	Haxtun Telephone Company
39	FLNGCOXC	Fleming	Haxtun Telephone Company
40	HAXTCOXC	Haxtun	Haxtun Telephone Company
41	NUNNCOXCDS0	Nunn	Nunn Telephone Company
42	PETZCOXC	Peetz	Peetz Co-Op Telephone Company
43	HLKCOXC	Holyoke	Phillips County Telephone, Co.
44	BELHCOXC	Beulah	Pine Drive Telephone Company
45	ANTNCOXC	Anton	Plains Co-Op Telephone Assoc., Inc.
46	COPECOXC	Cope	Plains Co-Op Telephone Assoc., Inc.
47	ECKLCOXC	Eckley	Plains Co-Op Telephone Assoc., Inc.

Blue Jay Wireless, LLC ETC Designation - Lifeline Only Service Area			
	Cli	Central Office Name	Underlying Provider
48	IDALCOXC	Idalia	Plains Co-Op Telephone Assoc., Inc.
49	JOESCOXC	Joes	Plains Co-Op Telephone Assoc., Inc.
50	KIRKCOXC	Kirk	Plains Co-Op Telephone Assoc., Inc.
51	VNSBCOXC	Vona/Seibert	Plains Co-Op Telephone Assoc., Inc.
52	NUNNCOXCDS0	Nunn	Nunn Telephone Company
53	ENWDCOAB	Aberdeen	Qwest Corporation
54	AFACCOMA	AIR FORCE ACADEMY	Qwest Corporation
55	AGLRCOMA	AGUILAR	Qwest Corporation
56	ALMSCOMA	ALAMOSA	Qwest Corporation
57	ARVDCOMA	ARVADA	Qwest Corporation
58	ASPECOMA	ASPEN	Qwest Corporation
59	AULTCOMA	AULT	Qwest Corporation
60	AURRCOMA	AURORA	Qwest Corporation
61	AURRCOMB	MONAGHAN	Qwest Corporation
62	AVDLCOMA	AVONDALE	Qwest Corporation
63	AVONCOMA	AVON	Qwest Corporation
64	BALYCOMA	BAILEY	Qwest Corporation
65	BSLTCOMA	BASALT	Qwest Corporation
66	BYFDCOMA	BAYFIELD	Qwest Corporation
67	BRRGCOMA	BRECKENRIDGE	Qwest Corporation
68	BITNCOMA	BRIGHTON	Qwest Corporation
69	BNVSCOMA	BUENA VISTA	Qwest Corporation
70	BLDRCOGB	GUNBARREL	Qwest Corporation
71	BLDRCOMA	BOULDER	Qwest Corporation
72	BLFSCOMA	BLACK FOREST	Qwest Corporation
73	BRFDCOMA	BROOMFIELD	Qwest Corporation
74	BRRGCOMA	BRECKENRIDGE	Qwest Corporation
75	BRSHCOMA	BRUSH	Qwest Corporation
76	BRTHCOMA	BERTHOUD	Qwest Corporation
77	CACYCOMA	CANON CITY	Qwest Corporation
78	CCCNCOMA	COAL CREEK CANYON	Qwest Corporation
79	CFTNCONM	CLIFTON	Qwest Corporation
80	CLHNCOMA	CALHAN	Qwest Corporation
81	CLSPCO32	GATEHOUSE	Qwest Corporation
82	CLSPCOEA	COLO SPRINGS EAST	Qwest Corporation
83	CLSPCOMA	COLO SPRINGS MAIN	Qwest Corporation
84	CLSPCOPV	PIKEVIEW	Qwest Corporation
85	CLSPCOSM	STRATMOOR	Qwest Corporation
86	CNCYCOMA	CENTRAL CITY	Qwest Corporation
87	CPMTCOMA	COPPER MOUNTAIN	Qwest Corporation
88	CRAGCOMA	CRAIG	Qwest Corporation
89	CRBTCOMA	CRESTED BUTTE	Qwest Corporation
90	CRCKCOMA	CRIPPLE CREEK	Qwest Corporation
91	CRDLCOMA	CARBONDALE	Qwest Corporation
92	CRTZCOMA	CORTEZ	Qwest Corporation
93	CSRKCONM	CASTLE ROCK	Qwest Corporation
94	DELTCOMA	DELTA	Qwest Corporation

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	Citi	Central Office Name	Underlying Provider
95	DCKRCOMA	DECKERS	Qwest Corporation
96	DLNCOMA	DILLON	Qwest Corporation
97	DLNRCOMA	DEL NORTE	Qwest Corporation
98	DNVRCOCH	CAPITOL HILL	Qwest Corporation
99	DNVRCOCL	COLUMBINE	Qwest Corporation
100	DNVRCOCP	CURTIS PARK	Qwest Corporation
101	DNVRCOCW	COTTONWOOD	Qwest Corporation
102	DNVRCODC	DRY CREEK	Qwest Corporation
103	DNVRCOEA	DENVER EAST	Qwest Corporation
104	DNVRCOMA	DENVER MAIN	Qwest Corporation
105	DNVRCOMB	MONTEBELLO	Qwest Corporation
106	DNVRCONE	DENVER NORTHEAST	Qwest Corporation
107	DNVRCONO	DENVER NORTH	Qwest Corporation
108	DNVRCOSE	DENVER SOUTHEAST	Qwest Corporation
109	DNVRCOSH	SMOKY HILL	Qwest Corporation
110	DNVRCOSL	SULLIVAN	Qwest Corporation
111	DNVRCOSO	DENVER SOUTH	Qwest Corporation
112	DNVRCOSW	DENVER SOUTHWEST	Qwest Corporation
113	DNVRCOWS	DENVER WEST	Qwest Corporation
114	DURNCOMA	DURANGO	Qwest Corporation
115	EATNCOMA	EATON	Qwest Corporation
116	ELZBCO01	ELIZABETH	Qwest Corporation
117	ENWDCOMA	ENGLEWOOD	Qwest Corporation
118	ERIECOMA	ERIE	Qwest Corporation
119	ESPKCOMA	ESTES PARK	Qwest Corporation
120	EVRGCOMA	EVERGREEN	Qwest Corporation
121	FLRNCOMA	FLORENCE	Qwest Corporation
122	FONTCOMA	FOUNTAIN	Qwest Corporation
123	FRDRCOMA	FREDERICK	Qwest Corporation
124	FRPLCOMA	FAIRPLAY	Qwest Corporation
125	FRSCCOMA	FRISCO	Qwest Corporation
126	FRSRCOMA	FRASER	Qwest Corporation
127	FRUTCOMA	FRUITA	Qwest Corporation
128	FTCLCOHM	HARMONY	Qwest Corporation
129	FTCLCOMA	FT COLLINS	Qwest Corporation
130	FTLPCOMA	FT LUPTON	Qwest Corporation
131	FTMRCOMA	FT MORGAN	Qwest Corporation
132	GDJTCOMA	GRAND JUNCTION	Qwest Corporation
133	GDLKCOMA	GRAND LAKE	Qwest Corporation
134	GLCRCOMA	GILCREST	Qwest Corporation
135	GLDNCOMA	GOLDEN	Qwest Corporation
136	GLSPCOMA	GLENWOOD SPRINGS	Qwest Corporation
137	GMFLCOMA	GREEN MOUNTAIN FALLS	Qwest Corporation
138	GNSNCOMA	GUNNISON	Qwest Corporation
139	GRELCOMA	GREELEY	Qwest Corporation
140	GRELCOJC	PARKVIEW	Qwest Corporation
141	GRNBCOMA	GRANBY	Qwest Corporation

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	Clii	Central Office Name	Underlying Provider
142	GRTWCOMA	GEORGETOWN	Qwest Corporation
143	HDSNCOMA	HUDSON	Qwest Corporation
144	HLRSCOMA	HILLROSE	Qwest Corporation
145	HSSPCOMA	HOT SULPHUR SPRINGS	Qwest Corporation
146	HYDNCOMA	HAYDEN	Qwest Corporation
147	IDSPCOMA	IDAHO SPRNGS	Qwest Corporation
148	JHMLCOMA	JOHNSTOWN-MILLIKEN	Qwest Corporation
149	JLBGCOMA	JULESBURG	Qwest Corporation
150	KIOWCOMA	KIOWA	Qwest Corporation
151	KNBGCOMA	KEENESBURG	Qwest Corporation
152	KRNGCOMA	KREMMLING	Qwest Corporation
153	LIMNCOMA	LIMON	Qwest Corporation
154	LKMTCOMA	LOOKOUT MOUNTAIN	Qwest Corporation
155	LKWDCOMA	LAKEWOOD	Qwest Corporation
156	LNMTCOMA	LONGMONT	Qwest Corporation
157	LRKSCONM	LARKSPUR	Qwest Corporation
158	LSLLCOMA	LA SALLE	Qwest Corporation
159	LTTNCOHL	HIGHLANDS RANCH	Qwest Corporation
160	LTTNCOMA	LITTLETON	Qwest Corporation
161	LVLDCOMA	LOVELAND	Qwest Corporation
162	LYNSCOMA	LYONS	Qwest Corporation
163	MEADCOMA	MEAD	Qwest Corporation
164	MEKRCOMA	MEEKER	Qwest Corporation
165	MNCSCOMA	MANCOS	Qwest Corporation
166	MNMTCOMA	MONUMENT	Qwest Corporation
167	MNSPCOMA	MANITOU SPRINGS	Qwest Corporation
168	MNTRCOMA	MINTURN	Qwest Corporation
169	MRSNCOMA	MORRISON	Qwest Corporation
170	MTRSCOMA	MONTROSE	Qwest Corporation
171	MTVSCOMA	MONTE VISTA	Qwest Corporation
172	MVNPCOMA	MESA VERDE	Qwest Corporation
173	NDLDCOMA	NEDERLAND	Qwest Corporation
174	NGLNCOMA	NORTHGLENN	Qwest Corporation
175	NIWTCOMA	NIWOT	Qwest Corporation
176	NWCSCOMA	NEW CASTLE	Qwest Corporation
177	OKCKCOMA	OAK CREEK	Qwest Corporation
178	OLTHCOMA	OLATHE	Qwest Corporation
179	OURYCOMA	OURAY	Qwest Corporation
180	OVIDCOMA	OVID	Qwest Corporation
181	PACHCO01	PARACHUTE	Qwest Corporation
182	PLSDCOMA	PALISADE	Qwest Corporation
183	PNRSCOMA	PENROSE	Qwest Corporation
184	PRKRCOMA	PARKER	Qwest Corporation
185	PTVLCOMA	PLATTEVILLE	Qwest Corporation
186	PUBLCO06	PUEBLO WEST	Qwest Corporation
187	PUBLCOMA	PUEBLO MAIN	Qwest Corporation
188	PUBLICOSU	SUNSET	Qwest Corporation