

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

DOCKET NO. 12A-954T

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IN THE MATTER OF BOOMERANG WIRELESS, LLC'S APPLICATION FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER IN THE STATE OF COLORADO FOR THE LIMITED PURPOSE OF OFFERING WIRELESS LIFELINE SERVICE TO QUALIFIED HOUSEHOLDS (LOW INCOME ONLY) AND FOR WAIVER OF CERTAIN COMMISSION RULES

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**STIPULATION AND SETTLEMENT AGREEMENT**

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Boomerang Wireless, LLC ("Boomerang" or the "Company"), Trial Staff of the Public Utilities Commission of the State of Colorado ("Staff" or "Commission Staff"), and the Colorado Office of Consumer Counsel ("OCC") (collectively the "Stipulating Parties" or the "Parties"), through their undersigned counsel, enter into this Stipulation and Settlement Agreement ("Stipulation" or "Stipulation and Settlement") regarding the Application filed by Boomerang 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 were revised on December 23, 2011, include the following services:

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

d. toll limitation for qualifying low-income consumers.

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

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

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

<sup>2</sup> *Id.* at ¶ 496.

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

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

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 and which are consistent with Section 214(e) and the FCC's rules.

9. On August 29, 2012, Boomerang 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-954T. On December 14, 2012, Boomerang filed an amended application (the "Application"). Boomerang sought ETC designation for the limited purpose of offering Lifeline service to customers who reside in the exchanges in Colorado served by non-rural incumbent local exchange carriers ("ILEC"). A list of ILEC exchanges that comprise the requested Boomerang service area is shown on Amended Exhibit 2 to Boomerang's Application.

10. Boomerang has registered the trade name "enTouch Wireless" with the Colorado Secretary of State and will provide its Lifeline services in Colorado as "enTouch Wireless powered by Boomerang Wireless."

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

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<sup>3</sup> *Id.* at ¶ 245.

<sup>4</sup> *Id.* at ¶ 388.

12. The Parties have now reached agreement on the issues raised in this docket, as is set forth herein. This Stipulation is entered into for the purpose of avoiding the costs and risks of litigation. The Parties agree this Stipulation shall only bind the parties hereto and shall not legally bind the Parties with respect to other applications and proceedings before the Commission other than in 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. Boomerang is a beneficial user of Verizon Wireless (Verizon), Sprint, and other carriers' networks.

- Attachment 1 is a list of the wire centers where the Parties have agreed Boomerang will offer Lifeline service throughout each entire wire center. Attachment 1 differs from Amended Exhibit 2 to Boomerang's Application due to the following:

- Removal of the following CLLIs: ALPKCOMA, DBEQCONC, ELBRCOMA, and LDVLCOMA. Those wire centers were removed due to Staff's and OCC's concerns that Boomerang's wireless service may not cover one hundred percent of the geographic area in those wire centers as of the date of this Stipulation.

- Addition of the following CLLIs: KIWCOMA, CRCKCOMA, DELTCOMA and DNVRCOSL. These wire centers were added because one or more of the underlying wireless carriers had coverage without roaming throughout the entire wire center.

- Removal of the following three CLLIs: DNVRCOZJ, KIWCONM, and LKWDCOTC. Sometimes there is more than one CLLI for an exchange area, one for the

physical location of the switch and the other for the point of interconnection. The Parties have agreed to remove three point of interconnection CLLIs.

- Removal of the following CLLIs: BGSPNENW, SDNYNENW, CHYNWYMA and LARMWYNM. These wire centers were removed because they are located in adjoining states of Nebraska and Wyoming.

4. Boomerang will advertise the availability of the supported services throughout its designated service areas using media of general distribution in a manner that is designed to reach those likely to qualify for such services. Boomerang intends to use a variety of media resources, including point of sale material of various kinds, onsite merchandising, banners, customer brochures, television, radio, and print media. In light of these obligations and the fact that Boomerang does not maintain or produce a White Pages directory, the Parties agree that Boomerang should be granted a partial but permanent waiver of the portion of 4 CCR 723-2-2187 (“Rule 2187”) (d)(VII) regarding the placing of customer guide pages in the “White Pages” directory within the ETC service area.

5. Boomerang seeks ETC designation for the limited purpose of providing universal service low-income Lifeline service in Colorado. Boomerang is neither seeking Federal universal service high-cost support (“USF”) nor Colorado high cost support mechanism (“CHCSM”) in its service area.

6. Because Boomerang does not seek high cost USF or CHCSM support, the Parties agree that it would be in the public interest and consistent with the FCC 12-11 Lifeline Order<sup>5</sup> for Boomerang to be granted a full waiver of Rule 2187 (d)(XIII) and Rule 2187(f)(II) (H), (K), (L),

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<sup>5</sup> The FCC 12-11 Lifeline Order streamlined the reporting requirements for ETCs designated by the FCC and an ETC applicant is no longer required to submit a five-year network improvement plan.

(M), and (N), which would otherwise require the submission of detailed information about network expansion plans paid for by high cost funds in areas where Boomerang has been designated an ETC, a Colorado-specific trial balance, a map of the service area, a cost-study filing, and a build-out plan showing Boomerang's intended use of high cost funds. As to duration, the Parties agree that a waiver of Rule 2187(f)(II)(H),(K),(L), and (M) should be in effect until (A) Boomerang provides services solely on its own network, (B) this Commission modifies 2187(f)(II) (H),(K),(L), and (M) or (C) the FCC modifies its blanket forbearance of the "own facilities" requirement. The Parties also agree that the waiver of the Colorado-specific trial balance requirement in Rule 2187(f)(II)(N) should be permanent. Finally, for the reasons noted above, the Parties agree that a full waiver of Rule 2187(d)(XIII) regarding a build-out plan for universal service is warranted and should be permanently granted.

7. Boomerang should also be granted full variance of Rule 2187(d)(III), which 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. Boomerang's underlying carriers' physical network does not precisely correlate with a metes and bounds description as required by Rule 2187(d)(III). However, a list of the exchanges of Qwest Corporation in Colorado where Boomerang will serve is contained on Attachment 1 and adequately describes Boomerang's service area.

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

9. Boomerang's Lifeline product offering provides low-income consumers an additional choice among providers and Lifeline services, which is a significant benefit for those consumers and is in the public interest.

10. The Parties stipulate and agree that Boomerang has shown good cause and that its Lifeline basic universal service offerings as described in Attachment 3 meet all applicable state and federal requirements. Boomerang's ETC designation for Colorado low-income universal service purposes will serve the public interest, convenience and necessity, Boomerang does not receive high cost USF support in Colorado, and Boomerang's advertising adequately informs potential customers of the availability of Boomerang's Lifeline service throughout its proposed ETC service area.

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

1. Boomerang 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. Boomerang has been granted ETC status to offer Lifeline wireless services in Maryland, Michigan, Oklahoma, Iowa, South Carolina, Texas, Wisconsin, West Virginia, Kentucky, and Louisiana and has pending ETC applications in the following jurisdictions: Arizona, Arkansas, Colorado, Georgia, Indiana, Illinois, Kansas, Massachusetts, Minnesota, Mississippi, Missouri, Ohio, Pennsylvania, New Jersey, and Washington.

3. Boomerang has not been subject to any enforcement action at the FCC or in any state. No ETC designations held by Boomerang have been rescinded, revoked, or terminated by the FCC or by any state regulatory agency.

4. Boomerang has significant experience in providing high-quality telecommunications services. Boomerang will not need to rely exclusively on federal USF

support and will not need, and does not seek, CHCSM funds to provide the proposed wireless services.

4. Boomerang provides each of the supported services set forth in 47 C.F.R. § 54.101(a) and has shown an intent and ability to offer those services once designated an ETC throughout the areas set forth on Attachment 1 of the Stipulation.

5. Boomerang will initially offer one (1) prepaid Lifeline Basic Universal Service plan (“LBUS Plan”) to eligible non-tribal Lifeline customers, as described in Attachment 3. Boomerang’s month-to-month prepaid LBUS Plan described in Attachment 3 complies with Rule 2187(d)(XII). Boomerang’s LBUS Plan offers 250 free minutes per month; Lifeline customers have the option to add an additional 1,000 voice minutes, as detailed in Attachment 3, for a total of 1,250 minutes. Boomerang’s LBUS Plan is available for enrollment via Boomerang’s website at [www.entouchwireless.com](http://www.entouchwireless.com),<sup>6</sup> at various events such as festivals where Boomerang sets up booths, and through inbound telemarketing. The majority of Boomerang’s Lifeline sales are through in-person channels.

6. Boomerang agrees to work with the Colorado Department of Human Services (“CDHS”) regarding certification and verification of the eligibility of Lifeline customers. It is understood that Boomerang, 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, Boomerang will obtain and retain the last four digits of the social security number of its customers.

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<sup>6</sup> Customer information will also be available at [www.boomerang-wireless.com](http://www.boomerang-wireless.com). However, since Boomerang is operating as “enTouch Wireless powered by Boomerang Wireless” in Colorado, its Colorado Lifeline customers will be directed to [www.entouchwireless.com](http://www.entouchwireless.com) to avoid the potential for any confusion.

7. Boomerang's LBUS Plan is not offered on a distance sensitive basis, and there is no additional charge for toll minutes of use. That being the case, toll limitation is not a concern because of the prepaid nature of the LBUS Plan. Prepaid offerings, by their very construct, act as a toll limitation mechanism; therefore, Boomerang will not seek reimbursement for toll limitation.

8. The FCC 12-11 Lifeline Order further requires each applicant seeking ETC designation to submit to the FCC for approval a Compliance Plan that contains the information as outlined in Section 5.c of the Preliminary Statement above.

9. On July 6, 2012, Boomerang submitted a Revised Compliance Plan for FCC approval in WC Docket No. 09-197 and WC Docket No. 11-42. The Compliance Plan details the verification, certification, and other anti-fraud measures Boomerang will take to comply with state and federal requirements and to ensure that Lifeline support is provided only to consumers who are truly eligible. On August 8, 2012, the FCC issued a public notice that it had approved Boomerang's Compliance Plan. Since it has been found to meet all of the FCC's aforementioned criteria, Boomerang is entitled to the FCC's blanket forbearance from the "own facilities" requirement.

10. The Parties stipulate and agree that, with the incorporation of the agreed upon terms and conditions in Attachments 2 and 3, designating Boomerang as an ETC in the service areas and wire centers set forth in Attachment 1 serves the public interest, convenience and necessity, as required by 47 U.S.C. § 214(e)(2) and §§ 40-15-101, 40-15-501, and 40-15-502, C.R.S. The Parties further stipulate and agree that the areas shown in Attachment 1 should be approved as Boomerang's designated service area and that Boomerang shall use the Lifeline

Certification Form as set forth in Attachment 4 unless a different form is required by the Commission or CDHS in the future.

11. Without waiving any of its positions stated in this proceeding, Boomerang has entered into this Stipulation with Staff and the OCC to settle this matter. The Parties have agreed to the LBUS Plan described in Attachment 3. Nothing in this Stipulation shall prohibit Boomerang the flexibility to offer new service plans to eligible consumers or to permit eligible consumers to apply their Lifeline discount to bundled service plans or plans containing optional calling features. In the event Boomerang offers new expanded service plans or bundled service plans in the future, these plans will be referred to herein as “Lifeline” plans. Further, the Parties stipulate and agree that Boomerang shall provide its LBUS Plan and any future Lifeline plans pursuant to this Stipulation (including Attachments 1 through 4). The following requirements shall apply:

- A. If Boomerang desires to (1) modify its existing LBUS Plan, (2) add a new Lifeline plan, or (3) modify a Lifeline plan (each, a “Modification”), then Boomerang shall first provide the other Parties thirty days’ advance notice of the proposed Modification. If none of the Parties objects within the thirty-day notice period (the “Notice Period”), then Boomerang’s proposed Modification will go into effect upon the expiration of the Notice Period. However, if one or more of the Parties indicates to Boomerang during the Notice Period that the Modification may be contrary to the public interest or disadvantageous to customers, then Boomerang shall file an application with the Commission and obtain the Commission’s approval before implementing the proposed Modification. Boomerang shall also maintain a Colorado-specific page on its website, [www.entouchwireless.com](http://www.entouchwireless.com), that will provide interested persons with notice of any proposed modifications to its LBUS Plan or any additional Lifeline plans offered to eligible customers.
- B. If Boomerang has failed to comply with paragraph 11.A above and has implemented a modification or addition to the LBUS Plan or any additional Lifeline plans without following the procedures described above, then upon appropriate pleading, or upon its own motion, the Commission may investigate any unnoticed or unauthorized change to Boomerang’s LBUS or Lifeline Plan Description, Terms and Conditions

and Operating Procedures. In any such investigation, Boomerang agrees to respond to requests for information from the Commission Staff. However, nothing in this Stipulation shall be construed as a waiver of any rights Boomerang may have to object to such requests for information, seek to limit disclosure of privileged information, or seek to declare information as confidential. After notice to Boomerang and a subsequent investigation, the Commission may find that a change is not consistent with Boomerang's ETC status or results in a universal service Lifeline offering that is not eligible for universal service Lifeline funding. If Boomerang does not thereafter make such changes as are necessary to bring its Lifeline offering into compliance with such requirements, Boomerang understands that the Commission may revoke Boomerang's ETC status.

- C. The Parties agree that the Commission has authority to enforce compliance with this Stipulation pursuant to its terms and pursuant to Rule 2187 and, consistent with this paragraph, may exercise its audit powers derived from Section 40-15-107, C.R.S., with respect to the LBUS Plan or the Company's ETC status. Consistent with this authority, for changes to any additional Lifeline plans or implementation of new Lifeline plans, other than the LBUS Plan, Staff may investigate and obtain any necessary data through the Commission's audit powers once the Commission is notified of changes. This process should work in the same manner that occurs when Staff reviews tariff filings. Staff will work cooperatively with Boomerang to obtain information in order to assess whether the changes are in the public interest or may otherwise impact Boomerang's eligibility to receive Lifeline funding. The investigation should be completed within the 30-day period between the notification of proposed change and Boomerang's implementation of the change if the Parties reach an agreement. Boomerang may not implement the proposed change if the investigation has not been completed. If there is disagreement between Staff and Boomerang, any Party, or any interested person, may file a formal complaint with, or seek a declaratory ruling from the Commission. Boomerang will have an opportunity to contest a Staff position that a change is not consistent with Boomerang's ETC status or results in a universal service Lifeline offering that is not eligible for universal service Lifeline funding by filing (1) an application to change its LBUS Plan, or (2) a request for declaratory ruling. In each case, an evidentiary hearing may be held. Finally, with regard to Lifeline plans other than LBUS Plan, Staff may notify the FCC and Universal Service Administrator Company ("USAC") if it believes the Lifeline offerings are not eligible for funding.
- D. The Parties acknowledge that because Boomerang is using the network of its underlying carrier throughout its designated service area, that no notice to Public Safety Answering Points ("PSAPs") is required.

- E. The Parties agree that Boomerang 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 based on a value of \$12.75 per month in Colorado. In the event the number of free minutes associated with the LBUS Plan changes as discussed above, or Boomerang implements new Lifeline plans, the value for purposes of calculating the E911 charge shall be modified proportionately. The Parties further agree that Boomerang shall remit and pay the prepaid wireless E911 charge of one and four-tenths percent of the price of each retail transaction associated with the purchase of additional minutes from Lifeline customers as required by C.R.S § 29-11-102.5. In the event C.R.S § 29-11-102.5 is amended to change the E911 charge, Boomerang shall pay the E911 charge at the amended rate and in the same manner as its wireless Lifeline competitors. Boomerang will also pay the prepaid wireless E911 charge on all prepaid and or/replenishment voice minutes sold independently of the LBUS Plan. For prepaid minutes bundled with text messages or other services sold directly through Boomerang, Boomerang will pay the prepaid wireless E911 charge on the full amount of the retail transaction. In the event that Boomerang develops a system to separate out the voice minute charges from non-voice charges at the point of sale, Boomerang shall notify the Commission at least 30 days in advance of its intent to pay the prepaid wireless E911 charge only on voice minutes when bundled with text messages or other services.
- F. The Parties agree that Boomerang shall remit and pay the Colorado High Cost charge, at the rate then in effect, on all intrastate retail voice minute revenues (calculated based on the safe harbor percentage established by the FCC then in effect, currently 62.9 percent intrastate) from voice minutes above the free voice minutes (*e.g.* above the 250 free minutes).
- G. The Parties agree that Boomerang provides all its customers with the ability to make and receive interexchange or toll calls through interconnection arrangements made by Boomerang or its underlying providers.
- H. Boomerang commits to provide service throughout its designated service area as listed in Attachment 1 of this Settlement to all customers making a reasonable request for service. Boomerang 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, Boomerang will place on the Colorado-specific page of its web site, [www.entouchwireless.com](http://www.entouchwireless.com), a link to the Commission's website for any unresolved customer questions or complaints.

- J. To the extent the Commission subsequently adopts rules of general applicability to Lifeline ETCs that are inconsistent with some or all these provisions A through I, the provisions in the Commission's Lifeline ETC rules shall control.

### **GENERAL PROVISIONS**

1. Without waiving any of its positions stated in this case, Boomerang 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 implement a change in the particular regulatory treatment applicable to wireless ETC designees, in further rulemakings or otherwise, any such lawful and applicable changes would apply to Boomerang.

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 embodied in this document in any hearing conducted to determine whether the Commission should approve this Stipulation. Each Party also agrees that, except as expressly provided in this Stipulation, it will take no action in any administrative or judicial proceeding, which would have the effect, directly or indirectly, of contravening the provisions of this Stipulation. Without prejudice to the foregoing, the Parties expressly reserve the right to advocate positions different from those stated in this Stipulation in any proceeding other than one necessary to obtain approval of, or enforce this Stipulation or a Commission order approving this Stipulation. Nothing in this Stipulation shall constitute a waiver by any Party with respect to any matter not specifically addressed in this Stipulation.

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

5. In the event this Stipulation becomes null and void or in the event the Commission does not approve this Stipulation, this Stipulation, as well as the 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 Boomerang 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. The Parties represent that the

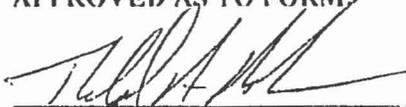
signatories, except Counsel for Staff of the Commission, to the Stipulation have full authority to bind their respective parties to the terms of the Stipulation.

WHEREFORE, the Parties respectfully submit this Stipulation for approval by the Commission and request that the Commission grant such approval.

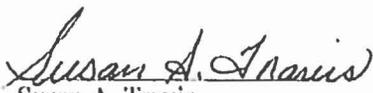
Dated this 28<sup>th</sup> day of January, 2013.

**FOR BOOMERANG WIRELESS, LLC APPROVED AS TO FORM:**

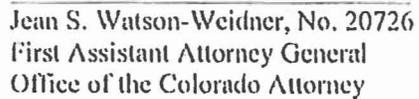
  
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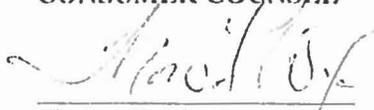
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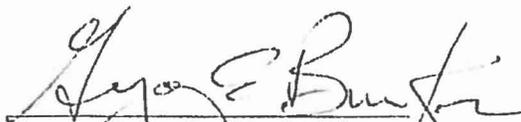
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**FOR THE STAFF OF THE  
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Senior Assistant Attorney General  
Office of the Colorado Attorney

## LIST OF ATTACHMENTS

- Attachment 1: Boomerang's Colorado service area in non-rural exchange areas
- Attachment 2: Operating Procedures
- Attachment 3: Boomerang's Initial Lifeline Offerings
- Attachment 4: Lifeline Certification Form

5895453\_8.DOCX

## CERTIFICATE OF SERVICE

DOCKET NO. 12A-954T

I hereby certify that on this 28th day of January, 2013, a copy of the foregoing **STIPULATION AND SETTLEMENT AGREEMENT** was e-filed with the Colorado Public Utilities Commission and was electronically served to each of the following:

|                     |   |
|---------------------|---|
| *William Levis      | <u><a href="mailto:Bill.levis@state.co.us">Bill.levis@state.co.us</a></u>                   |
| *Thomas Dixon       | <u><a href="mailto:Thomas.Dixon@state.co.us">Thomas.Dixon@state.co.us</a></u>               |
| *Gregory Bunker     | <u><a href="mailto:Gregory.Bunker@state.co.us">Gregory.Bunker@state.co.us</a></u>           |
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| *Susan Travis       | <u><a href="mailto:Susan.Travis@state.co.us">Susan.Travis@state.co.us</a></u>               |
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| *Anne K. Botterud   | <u><a href="mailto:Anne.botterud@state.co.us">Anne.botterud@state.co.us</a></u>             |
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| Melvena Rhetta-Fair | <u><a href="mailto:Melvena.Rhetta-Fair@state.co.us">Melvena.Rhetta-Fair@state.co.us</a></u> |
| Chere Mitchell      | <u><a href="mailto:Chere.Mitchell@state.co.us">Chere.Mitchell@state.co.us</a></u>           |

*/s/ Leah N. Buchanan*

\* Denotes persons eligible to receive confidential proprietary information pursuant to the Commission's Rules on Confidentiality 4 CCR 723-1-1100 through 1102.

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

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

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

| <b>Boomerang Wireless, LLC ETC Designation - Lifeline Only<br/>Non-Rural Service Area</b> |             |                            |                            |
|---|-------------|----------------------------|----------------------------|
|   | <b>CIII</b> | <b>Central Office Name</b> | <b>Underlying Provider</b> |
| 139   | SLTNCOMA    | SILVERTON                  | Qwest Corporation          |
| 140   | DNVRCOSH    | SMOKY HILL                 | Qwest Corporation          |
| 141   | SFRKCOMA    | SOUTHFORK                  | Qwest Corporation          |
| 142   | SNMSCOMA    | SNOWMASS                   | Qwest Corporation          |
| 143   | STSPCOMA    | STEAMBOAT SPRINGS          | Qwest Corporation          |
| 144   | STNGCOMA    | STERLING                   | Qwest Corporation          |
| 145   | CLSPCOSM    | STRATMOOR                  | Qwest Corporation          |
| 146   | DNVRCOSL    | SULLIVAN                   | Qwest Corporation          |
| 147   | PUBLICOSU   | SUNSET                     | Qwest Corporation          |
| 148   | TEMACOMA    | TABLE MESA                 | Qwest Corporation          |
| 149   | TLRDCOMA    | TELLURIDE                  | Qwest Corporation          |
| 150   | TRNDCOMA    | TRINIDAD                   | Qwest Corporation          |
| 151   | VAILCOMA    | VAIL                       | Qwest Corporation          |
| 152   | VNLDCOMA    | VINELAND                   | Qwest Corporation          |
| 153   | WLBGCOMA    | WALSENBURG                 | Qwest Corporation          |
| 154   | WARDCOMA    | WARD                       | Qwest Corporation          |
| 155   | WLDACOMA    | WELDONA                    | Qwest Corporation          |
| 156   | WGTCOMAS    | WELLINGTON                 | Qwest Corporation          |
| 157   | WMNSCOMA    | WESTMINISTER               | Qwest Corporation          |
| 158   | WNDSCOMA    | WINDSOR                    | Qwest Corporation          |
| 159   | WDPKCOMA    | WOODLAND PARK              | Qwest Corporation          |
| 160   | YAMPCOMA    | YAMPA                      | Qwest Corporation          |

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## Operating Procedures Applicable to BOOMERANG WIRELESS, LLC

A. **ACCESS TO RECORDS.**

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

C. **SERVICE AREA.**

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

D. **RECORDS OF COMPLAINTS.**

1. Boomerang 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 Boomerang 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, Boomerang shall direct its personnel engaged in initial contact with an applicant or a 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 Boomerang. If the applicant or customer continues to express dissatisfaction after the supervisory personnel have addressed the problem, Boomerang shall further direct the supervisory personnel to inform the complainant that he or she may

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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 at [dora\\_puc\\_complaints@state.co.us](mailto:dora_puc_complaints@state.co.us) for further review of an unresolved problem. Boomerang shall provide on its website a link to the website of the Commission.

**E. DESIGNATED SERVICE AREA.**

Boomerang shall file an application with the Commission for expansion of its ETC designation service area if it increases its service area beyond the boundaries of the non-rural ILEC wire centers listed in Attachment 1 to this Stipulation. Absent authorization from the Commission, Boomerang shall not serve eligible Lifeline customers in the portions of those wire centers beyond those listed in Attachment 1.

**F. HELD SERVICE APPLICATIONS.**

1. During periods of time, if any, when Boomerang may not be able to supply service to customers in Boomerang's designated Service Area, described in Paragraph E above, within ten calendar days of the date of approval of their eligibility by the Colorado Department of Human Services ("CDHS"), Boomerang shall keep a record for its designated Service Area showing the name and address of each applicant for service, the date of application, the class type and grade of service applied for, together with the reason for the delay in providing the service to the applicant, and the expected date of service.
2. 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 CDHS shall be provided a written or email notice by Boomerang, stating the order number assigned by Boomerang to the application for service, the general status of the order, and a phone number to call with questions. This notice shall be postmarked or sent via email on or before the 15<sup>th</sup> day after the date of approval of their eligibility by the CDHS.
3. Under circumstances where the period to provide Lifeline service exceeds 30 calendar days after the approval of the customer eligibility by the CDHS, Boomerang shall file a letter with the Commission stating the circumstances causing the delay, explaining whether such circumstances are beyond Boomerang'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.**

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 Boomerang or provided through resale.

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2. An interruption period begins when the customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

**Reestablishing Service**

3. Company will make all reasonable efforts to prevent interruptions of service 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, Boomerang will make reasonable efforts to contact the customer.

**Record Keeping and Reports**

4. Boomerang shall keep records regarding outages described in Rule 2187(f)(II)(C). Boomerang shall inform customers of the potential of future service unavailability when Boomerang is experiencing or is forecasting potential service unavailability in specific areas for purposes other than outages due to routine maintenance. Services are generally available twenty-four (24) hours per day, seven (7) days per week. Boomerang will make reasonable arrangements to resolve emergencies resulting from failures of service, unusual and prolonged increases in traffic, illness of personnel, fire, storm or other acts of God, and inform its employees as to procedures to be followed in the event of such emergencies in order to prevent or minimize interruptions or impairment of telecommunications service. Reports including the detailed information described in Rule 2187(f)(II)(C) shall be filed with the Commission as part of Boomerang's ETC annual report, as required by Rule 2187(f)(II)(C).

**Extension of Service**

5. Boomerang will comply with 4 CCR 723-3-2304(b)(IV) by extending the Lifeline customer's service day-for-day for qualifying outages lasting eight hours or longer during a continuous 24-hour period.

**H. ADVERTISING.**

Boomerang 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. Boomerang will comply with all NANP dialing pattern requirements.

**J. REPORTING REQUIREMENTS.**

Boomerang shall file the following reports with the Commission:

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1. Copies of all filings submitted to Federal Communications Commission (FCC) or Universal Service Administrator Company (USAC) in relation to Boomerang's Colorado Lifeline offerings. Boomerang shall file copies of all FCC forms submitted to the FCC or USAC, including Form 497, with the Commission at the time filings occur at the FCC or USAC.
2. Annual ETC Certification. Boomerang will file an annual certification that it is able to function in emergency situations, is complying with applicable service quality standards and the consumer protection rules, such as, for example, the CTIA consumer code for wireless service. This certification shall be filed with Boomerang's annual report as required by Rule 2187(f)(II)(D) and (E).
3. Quarterly Report. Boomerang shall submit a quarterly report to the Commission that will include customer-specific data, including customer name, address, and zip code, for:
  - a. Lifeline customers receiving two or more Lifeline subsidies per household in that same month from Boomerang,
  - b. New Lifeline customers enrolled in Boomerang's 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 annual re-certification process.

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

1. Boomerang will identify Lifeline customers who have not used Boomerang's Lifeline service for 60 consecutive days in accordance with Boomerang's FCC Compliance Plan (pp. 19-20) and will de-enroll such customers from Lifeline service and cease to claim Lifeline reimbursement for such customers. Non-usage is determined as follows:
  - a. After 30 consecutive days of non-use, Boomerang identifies accounts that have not been used for 30 days and contacts the customers, using a blend of phone, text, email, and written notification, asking the customers to respond via text message or by calling Boomerang's customer service (dialing 611 from their Lifeline phone) within 30 days to keep their account active.
  - b. During the subsequent 30-day grace period (for up to 60 days after the initial cessation of use), Boomerang's outreach team continues to attempt to contact the customer to inquire about the customer's intentions to retain the Lifeline service.
  - c. In addition to the above, and upon completion of the 30-day grace period and a cumulative 60 days of non-use, Boomerang provides written notice to the subscriber stating that non-use of their Lifeline service for 60 days and failure to respond to Boomerang's outreach efforts and/or provide an affirmative acknowledgement directly to Boomerang that the subscriber wishes to retain their Lifeline service has resulted in their de-enrollment from the Lifeline program.
  - d. If the subscriber does not respond to the notice as provided above, the subscriber is de-enrolled from the Lifeline program, and Boomerang does not request further Lifeline reimbursement for the subscriber from USAC or any state Universal Service Fund Administrator. Boomerang will report annually

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- to the Federal Communications Commission the number of subscribers de-enrolled for non-usage by month.
- e. During the entire 60 day period, Boomerang's Lifeline subscriber's service remains active. In the event the subscriber's Lifeline 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) buying and activating additional top-up minutes to add to the subscriber's plan; (3) answering an incoming call from a party other than Boomerang; or (4) responding affirmatively to a direct contact from Boomerang confirming that the subscriber wants to continue receiving the service.
2. The customer shall be notified in writing of Boomerang's intention to de-enroll the customer from 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 can contact CDHS registration system to verify eligibility. Boomerang will not seek Lifeline reimbursement from USAC upon notice from CDHS that the customer is no longer eligible unless eligibility is confirmed by CDHS.
  3. Boomerang will offer its customers who are no longer eligible for Lifeline an option to continue using their free handsets for non-Lifeline use by purchasing prepaid telephone cards.

**L. CTIA CODE OF CONDUCT.**

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

**M. SUBSCRIBER ELIGIBILITY.**

1. Subscriber eligibility shall be established pursuant to a CDHS certification process and as modified by the Colorado General Assembly. Upon initial application for Boomerang's Lifeline service, the customer must certify by his or her signature under penalty of perjury that he or she will receive Lifeline supported services only from Boomerang and, to the best of his/her knowledge, no one else in his/her household is receiving Lifeline-supported service.
  - a. Boomerang 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. Boomerang 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-

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supported service” is a federal subsidy and that willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program;

- c. Lifeline service is a non-transferable benefit and the Lifeline customer may not transfer his or her benefit to any other person;
  - d. If the Lifeline subscriber moves to a new address, he or she will provide that new address to Boomerang within 30 days;
  - e. If the Lifeline subscriber provided a temporary residential address to Boomerang, he or she will be required to verify his or her temporary residential address every 90 days;<sup>1</sup> and,
  - f. The Lifeline subscriber will notify Boomerang 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. Upon request, Boomerang shall file a copy of state-specific subscriber data, including name and address of Lifeline subscribers, to the Universal Service Administrative Company (USAC) and to this Commission for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier.
  3. Boomerang shall immediately investigate any notification from the Commission, CDHS or USAC regarding any Lifeline customer receiving duplicate subsidy from another carrier or from Boomerang. If it is determined that the Lifeline customer is receiving a duplicate subsidy, Boomerang shall 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. Boomerang 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 Boomerang to provide Lifeline service, Boomerang shall promptly remove the customer’s Lifeline service and remove the customer from any USAC reimbursement.
  4. Boomerang shall deal directly with the subscriber and CDHS to certify and verify the subscriber’s Lifeline eligibility on an annual basis.
  5. Boomerang 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. Boomerang shall ensure that all marketing materials for the service make clear that it is a Lifeline-supported service.
  7. Boomerang shall promptly de-enroll any subscriber whom Boomerang determines is no longer eligible for Lifeline service or when Boomerang is notified by CDHS that the subscriber is no longer eligible for Lifeline service. Boomerang shall promptly

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<sup>1</sup> Boomerang will comply with the temporary address rule if and when it becomes effective; as of the date of this Stipulation, this requirement has not been approved pursuant to the Paperwork Reduction Act. Boomerang agrees to notify the Commission when this rule is effective.

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de-enroll the customer from Lifeline service and remove the customer from any USAC reimbursement.

**N. 911 CALLING.**

1. Boomerang shall provide access to 911 service. If service is suspended or minutes are depleted, customers may still make 911 calls and calls to a Customer Care number (611).
2. Boomerang shall remit the appropriate wireless E911 charges in accordance with the Stipulation and Settlement and C.R.S. § 29-11-102.5(3) and provide a copy of remittance documentation to the Commission Staff showing the amount remitted with regard to all E911 charges on free minutes at the time the payment is made.

**O. CUSTOMER CARE ACCESS.**

Customers may access Boomerang's customer care representatives, available from 8 a.m. – 10 p.m. CT Monday through Friday, 8 a.m. – 8 p.m. CT on Saturday, and 10 a.m. – 7 p.m. CT on Sunday, by dialing 611 from a Boomerang handset, and online at [www.entouchwireless.com](http://www.entouchwireless.com). Customers may obtain directory assistance by dialing 411 from a Boomerang handset.

**P. LIMITATIONS OF LIABILITY.**

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

**Q. CUSTOMER DISCONNECTION.**

1. Boomerang shall not deny or discontinue service to a customer without prior written notice of at least 15 days ("written notice" or "in writing" as used in this Section shall mean a message sent to the customer in letter form printed in English and Spanish per 4 CCR 723-2-2303(d)(II) ("Rule 2303")) except for the reasons provided in Rule 2303, including the following reasons:
  - a. If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
  - b. Upon order by any court, the Commission, or any other duly authorized public authority; or
  - c. For a violation of Boomerang's terms and conditions or Commission rule that may adversely affect the safety of any person or the integrity of Boomerang's service; or
  - d. If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes; or

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- e. Obtaining service by subterfuge that includes, but is not restricted to, an application for service at a location in the name of another party.
2. If Boomerang disconnects service to a Lifeline customer for any reasons stated above, Boomerang will immediately cease seeking reimbursement from the Lifeline universal service fund for that customer.
3. The notice provisions above do not apply in the event that a customer contacts Boomerang 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 BOOMERANG WIRELESS, LLC

The following contains a detailed description of Boomerang's ("Boomerang") Lifeline Basic Universal Service (LBUS) initial offering in Colorado, which will be offered in Colorado by "enTouch Wireless powered by Boomerang Wireless."

### A. BOOMERANG'S LIFELINE BASIC UNIVERSAL SERVICE OFFERING

Boomerang'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. Boomerang'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 Boomerang's LBUS Offering will be able to reach a public safety answering point by dialing "911" regardless of activation status. Boomerang will provide its Lifeline customers with 911 and E911 compliant handsets and replace non-compliant handsets at no additional charge.
3. Toll Limitation. Boomerang 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<sup>1</sup> per month (250 free voice minutes).<sup>2</sup>
5. Hearing Impaired. Boomerang will make available services for the hearing impaired. Customers may contact Boomerang for more information.

<sup>1</sup> Boomerang has agreed that its LBUS Plan will be valued at \$12.75 per month for the purpose of calculating E911 fees in Colorado. For all other purposes, the LBUS Plan is valued at \$9.25 per month, the amount the universal service fund provides per month to support Lifeline service. The \$12.75 is based on a combination of the actual \$9.25 received and an extra \$3.50 based on an imputed state "matching" amount that Boomerang will not actually receive. Other Lifeline carriers in Colorado similarly have agreed to use an imputed \$12.75 value only for the purpose of calculating E911 charges.

<sup>2</sup> Nothing in this Paragraph A(4) shall modify Boomerang's agreement in the Stipulation to remit and pay the prepaid wireless E911 charges as set forth in the Stipulation and Settlement and required by C.R.S § 29-11-102.5.

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

1. Free handset to each qualifying customer
2. Free voicemail
3. Free call waiting
4. Free caller ID
5. Free call forwarding
6. Free three-way calling
7. Free customer service calls
8. Free calls to 911 emergency services
9. Free domestic long distance calls

**C. THE PRICING FOR BOOMERANG'S LIFELINE BASIC UNIVERSAL SERVICE OFFERING**

1. Boomerang will flow through \$9.25, which is the full amount of federal support, in the form of 250 free minutes to Lifeline customers for its LBUS Plan.
2. Boomerang's LBUS calling plan is a free or prepaid offering and does not require the customer to sign a contract.
3. Long distance calls are included at no additional charge for calls made within the United States.
4. Federal and state universal service assessments are imposed separately but will not be charged to Boomerang's Lifeline customers. The Parties agree that Boomerang shall remit and pay the Colorado High Cost charge, at the rate then in effect, on all intrastate retail voice minute revenues (calculated based on the safe harbor percentage established by the FCC then in effect, currently 62.9 percent intrastate) from voice minutes above the free voice minutes (*e.g.*, 250 free minutes under Boomerang's LBUS Plan).
5. Lifeline customers will not be required to enter into a long-term service contract or pay an activation fee.

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

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

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**E. BOOMERANG'S LBUS PLAN**

Boomerang shall provide the following LBUS Plan to eligible Lifeline customers. Boomerang will not offer a Lifeline plan on Tribal lands at this time.

250 free minutes ("LBUS Plan")

- 250 free minutes of voice and text use each month.
- Taxes or government fees are not assessed to Lifeline customers subscribing to the 250-minute plan unless the customer purchases additional minutes or other non-free services from Boomerang.
- Lifeline customers will have the option to purchase an additional 1,000 anytime voice minutes at a price of \$30.00 by purchasing a top-up card. Any modification to the number of voice minutes or the price of this top-up card must be in accordance with the notice and application requirements set forth in the Stipulation.

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Plan includes:

- Calls placed to Voicemail count against the voice minutes provided by the plan.

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Additional Minutes

Airtime – additional airtime minutes can be purchased at retail locations such as Walgreens, Dollar General, Rite Aid and 7-Eleven, by calling Customer Service at 611 or via the Company's website ([www.entouchwireless.com](http://www.entouchwireless.com)).

Applicable taxes and government fees are assessed on any additional minutes the customer purchases.

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

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

Service Period: Airtime provided pursuant to the LBUS Plan is good for 30 days from the date of activation and, in the case of the free 250 minutes, is automatically renewed each month so long as the customer remains eligible and is not deactivated.

Lifeline and non-Lifeline customers may obtain additional airtime minutes by choosing among a wide variety of prepaid top-up card

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options above and beyond those available through Boomerang's LBUS Plan. A current list of top-up cards, at prices ranging from \$5 to \$50, is available on Boomerang's website at [www.entouchwireless.com](http://www.entouchwireless.com).

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STATE OF COLORADO

LIFELINE PROGRAM APPLICATION

**Lifeline Self-Certification Form**

To enroll in the Lifeline America program you need to complete this form. The information is only used to certify with the Federal Communications Commission that you are participating in Lifeline with us.

**Lifeline Service Disclosure**

Lifeline is a government assistance program and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Only one lifeline benefit is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. 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 lifeline is a non-transferable benefit and you may not transfer this benefit to any other person, regardless if they qualify for Lifeline.

**STEP 1—APPLICANT INFORMATION**

**USE BLACK OR BLUE INK ONLY**

Full Name  Phone:

Residential Address\*:

Billing Address:

(\*No PO Boxes.)

City:  State:  ZIP:

Email:  Birth Date:

Last 4 digits of SSN:  New/Conv?:  New Phone:

ESN:

\*Check One:  
 Permanent  
 Temporary

Colorado PUC E-Files System

**STEP 2: CERTIFICATIONS:** I participate in the following public assistance programs (check one):

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

**N/A** NOT APPLICABLE: Colorado currently has a waiver of the FCC Uniform Programs until April 1, 2013. Per the waiver, the income level is not a basis for eligibility for Lifeline in the state of Colorado.

| # Persons in Household | Income   | # Persons in Household | Income   |
|------------------------|----------|------------------------|----------|
| 1                      | \$15,080 | 4                      | \$31,118 |
| 2                      | \$20,426 | 5                      | \$36,464 |
| 3                      | \$25,772 | 6                      | \$41,810 |

If you do not participate in one of these programs and someone in your household does:

Relationship to Participant: \_\_\_\_\_  
 Documents Reviewed for Certification: \_\_\_\_\_  
 Name of Person Participating: \_\_\_\_\_

- I certify that the person demonstrating program participation is a member of my household.
- I certify that the person name on the participation documentation is not already receiving a Lifeline discount.



STATE OF COLORADO

**STEP 3: CHOOSE YOUR PLAN:** Choose one of the following plans. This plan will be reloaded to your phone monthly as long as you are eligible & certified.

| FEATURE/ DESCRIPTION                | ☐ 250 FREE MONTHLY MINUTES |
|-------------------------------------|----------------------------|
| • Local Calls                       | Y                          |
| • National Long Distance            | Y                          |
| • Voicemail                         | Y                          |
| • Nationwide Text                   | Y- 1 text=1 minute         |
| • Free 411                          | Y                          |
| • Carry Over Minutes Month to Month | N                          |

**STEP 4: SIGNATURE (Read, Initial & Sign):**

\_\_\_\_\_ (init) I acknowledge and consent to Boomerang Wireless divulging my name, telephone number and address to the Universal Service Administrative Company (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit. In the event that USAC identifies me as receiving more than one Lifeline subsidy per household, I acknowledge and understand that all carriers may be notified so that I may select one service and be de-enrolled from the other.

\_\_\_\_\_ (init) I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required to do so.

\_\_\_\_\_ (init) I understand that Lifeline is a federal government benefit program and that willfully making false statements in order to obtain this benefit can be punished by fine or imprisonment or I may be barred from the program.

\_\_\_\_\_ (init) My household will receive no more than one Lifeline-supported service. Lifeline service is available for only one subscription 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 is not permitted to receive Lifeline benefits from multiple providers. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the program, and could result in criminal prosecution by the United States government.

\_\_\_\_\_ (init) I understand that I must notify Boomerang Wireless and provide my new address within 30 days of moving.

\_\_\_\_\_ (init) If I do not have a permanent address and have supplied instead a temporary address above, I understand that Boomerang Wireless will attempt to verify every 90 days that I continue to rely on that address, and that I must notify Boomerang Wireless within 30 days of my new address after moving. If I do not respond to Boomerang Wireless' address verification attempts within 30 days, I understand that I may be de-enrolled from Boomerang Wireless' Lifeline service.

\_\_\_\_\_ (init) I understand that I must notify Boomerang Wireless within 30 days if (1) I cease to participate in a federal or state qualifying program; (2) I receive more than one Lifeline-supported service; or (3) Another member of my household is receiving a Lifeline benefit or (4) I for any other reason no longer satisfy the criteria for receiving Lifeline support. I understand that I will be subject to penalties if I fail to follow this notification requirement, including being de-enrolled from the Lifeline program.

\_\_\_\_\_ (init) I understand and acknowledge that Lifeline service is a non-transferable benefit and that I may not transfer my service to any other individual, including another low-income consumer.

\_\_\_\_\_ (init) I acknowledge that I will be required to re-certify my eligibility for Lifeline benefits annually, and I may be required to re-certify my continued eligibility for Lifeline at any time, and that failure to do so will result in the termination of my Lifeline benefits.

\_\_\_\_\_ (init) I hereby authorize the Company to send text messages to my Company provided wireless number about my Lifeline benefit. Text messages sent by the Company will not decrement my available wireless minutes or texts. Standard voice, data and text rates will apply to all messages to and from anyone other than the Company.

\_\_\_\_\_ (init) I attest under penalty of perjury that the information herein is true and correct to the best of my knowledge.

Applicants Signature \_\_\_\_\_ Date: \_\_\_\_\_

Agents Signature \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only.  
  
PLACE PHONE ID  
STICKER HERE.

Questions? Call 866-488-8719 for Customer Service.