

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

DOCKET NO. 13A-0150T

IN THE MATTER OF TELRITE CORPORATION D/B/A LIFE WIRELESS'S APPLICATION
FOR LIMITED DESIGNATION AS A NON-RURAL WIRELESS ELIGIBLE
TELECOMMUNICATIONS CARRIER IN THE STATE OF COLORADO AND FOR A
WAIVER OF CERTAIN COMMISSION RULES

STIPULATION AND SETTLEMENT AGREEMENT

Telrite Corporation d/b/a Life Wireless ("Telrite," "Life Wireless," 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 Telrite in the instant docket. The Parties submit this Stipulation for approval by the Colorado Public Utilities Commission (the "Commission") 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 as 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.¹

5. On February 6, 2012, the FCC issued a Report and Order and Further Notice of Proposed Rulemaking, (“FCC 12-11 Lifeline Order”),² 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.³ 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.

¹ However, “[t]oll limitation service does not need to be offered for any Lifeline service that does not distinguish between toll and non-toll calls in the pricing of the service.” 47 C.F.R. § 54.401(a)(2).

² 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).

³ *Id.* at ¶ 496.

6. In addition, the FCC 12-11 Lifeline Order eliminated Link-Up support for all ETCs serving non-Tribal lands.⁴

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.⁵

8. This Commission has adopted its own rules for implementing 47 U.S.C. § 214(e)(1)-(2) of the Federal Act, which appear at 4 CCR 723-2-2187 through 2191 and which are consistent with Section 214(e) and the FCC's rules.

9. On March 6, 2013, Telrite filed an application seeking designation as an ETC for the limited purpose of receiving support from the Federal Universal Service Fund ("USF") to provide wireless service under its Low-Income section for Lifeline Assistance ("Lifeline") service in Colorado in Docket No. 13A-0150T ("Application"). Telrite sought ETC designation for the limited purpose of offering Lifeline service to certain 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 Telrite service area is shown on Exhibit 3 to Telrite's Application.

10. Telrite has registered the trade name "Life Wireless" with the Colorado Secretary of State and will provide its Lifeline services in Colorado as "Life Wireless."

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

⁴ *Id.* at ¶ 245.

⁵ *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. Telrite is a beneficial user of AT&T's network.
2. Attachment 1 is a list of the wire centers where the Parties have agreed Telrite will offer Lifeline service throughout each entire wire center. Attachment 1 differs from Exhibit 3 to Telrite's Application due to the following:
 - a. To the extent of its control, Telrite has agreed not to block roaming, which will allow Lifeline customers to receive service throughout the entire wire center where only a portion of the area is located outside its underlying carrier's network.
 - b. Removal of the following cities: Alenspark, De Beque, and Elbert. Those wire centers were removed due to Staff's and OCC's concerns that Telrite's underlying wireless carriers may not cover one hundred percent of the geographic area even with roaming capabilities in those wire centers as of the date of this Stipulation.
3. Telrite 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. Telrite intends to use a variety of media resources, including point of sale material of various kinds, onsite merchandising, banners, customer brochures, television, and print media. In light of these obligations and the fact that Telrite does not maintain or produce a White Pages directory, the Parties agree that Telrite 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.

4. Telrite seeks ETC designation for the limited purpose of providing Lifeline Service in Colorado and receiving support from the USF.

5. The Parties agree that it would be in the public interest and consistent with the FCC 12-11 Lifeline Order⁶ for Telrite to be granted waiver of Commission Rules 2187(f)(II)(H) and (L) on a total and permanent basis regarding annual report requirements addressing construction plans and expenses; waiver on a total and permanent basis Rule 2187(f)(II)(N) regarding provision of Colorado-specific trial balances; waiver on a total and permanent basis Rule 2187(d)(XIII) dealing with construction plans; waiver of Rule 2187(d)(VII) on a partial but permanent basis regarding publicity in the white pages directories; waiver on a total and permanent basis Rule 2187(f)(II)(K) regarding a map of the service area; and waiver on a total and permanent basis Rule 2187(f)(II)(M) regarding a cost study filing or a line count.

6. Telrite 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

⁶ 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.

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. Telrite'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 non-rural wire centers in Colorado where Telrite will serve is contained on Attachment 1 and adequately describes Telrite's proposed service area.

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

8. Telrite's Lifeline product offerings provide 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.

9. The Parties stipulate and agree that Telrite has shown good cause and that its Lifeline basic universal service offerings as described in Attachment 3 meet all applicable state and federal requirements. Telrite's ETC designation for Colorado low-income universal service purposes will serve the public interest, convenience and necessity, and Telrite's advertising adequately informs potential customers of the availability of Telrite's Lifeline service throughout its proposed ETC service area.

Federal ETC Designation For the Limited Purpose of Offering Lifeline

1. Telrite 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. Telrite has been granted ETC status to offer Lifeline wireless services in Arizona, Arkansas, Georgia, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Missouri, Nebraska, Nevada, Ohio, Oklahoma, Puerto Rico, Rhode Island, South Carolina, Texas, Utah, West Virginia, Washington, and Wisconsin and has pending ETC

applications in the following jurisdictions: California, Kentucky, Massachusetts, Mississippi, Montana, New Jersey, New Mexico, North Dakota, Pennsylvania, South Dakota, Vermont, and Wyoming. Telrite has not been subject to revocation proceedings in any state. No ETC designations held by Telrite have been rescinded, revoked, or terminated by the FCC or by any state regulatory agency.

3. Telrite will not need to rely exclusively on federal USF support and will not need, and does not seek, Colorado High Cost Support Mechanism (“CHCSM”) funds to provide the proposed wireless services. Telrite is an experienced interexchange carrier and provider of resold long distance service in 48 states. In Colorado, Telrite is registered as a toll reseller. Telrite has been offering Lifeline service to customers since October 2010, and it also offers other telecommunication services in addition to its Lifeline service. In 2011, the wireline services offered by Telrite produced net income generated from customers of Telrite’s local and long distance service, which Telrite has been providing for over 10 years.

4. Telrite 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. Telrite will initially offer two (2) prepaid Lifeline Basic Universal Service plans (“LBUS Plans”) to eligible Lifeline customers, as described in Attachment 3. Telrite’s LBUS Plans described in Attachment 3 comply with Rule 2187(d)(XII), as one plan, LBUS Plan #2, offers Colorado Lifeline customers 1,000 monthly minutes. Telrite’s other plan, LBUS Plan #1, offers 250 free minutes per month, as detailed in Attachment 3. Telrite will not offer in Colorado the 125-minute plan described in Telrite’s FCC-approved Compliance Plan.

6. Telrite will certify and verify the eligibility of Lifeline customers in accordance with federal requirements. It is understood that Telrite, 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, Telrite will obtain and retain the last four digits of the social security number of its customers.

7. Telrite's LBUS Plans are 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. As specified in 47 C.F.R § 54.401(a)(2), toll limitation need not be offered for Lifeline services whose pricing does not distinguish between toll and non-toll calls. Prepaid offerings, by their very construct, act as a toll limitation mechanism; therefore, Telrite 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 December 19, 2012, Telrite 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 Telrite will take to comply with federal requirements and to ensure that Lifeline support is provided only to consumers who are truly eligible. On December 26, 2012, the FCC issued a public notice that it had approved Telrite's Compliance Plan. Since it has been found to meet all of the FCC's aforementioned criteria, Telrite 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 Telrite as an ETC in the 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 Telrite's designated service area and that Telrite shall use the Lifeline Certification Form as set forth in Attachment 4 unless a different form is required by the Commission in the future.

11. Without waiving any of its positions stated in this proceeding, Telrite has entered into this Stipulation with Staff and the OCC to settle this matter. The Parties have agreed to the LBUS Plans described in Attachment 3. Nothing in this Stipulation shall prohibit Telrite 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 Telrite 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 Telrite shall provide its LBUS Plans and any future Lifeline plans pursuant to this Stipulation (including Attachments 1 through 4). The following requirements shall apply:

- A. If Telrite desires to (1) modify its existing LBUS Plans, (2) add a new Lifeline plan, or (3) modify a Lifeline plan (each, a "Modification"), then Telrite 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 Telrite's proposed Modification will go into effect upon the expiration of the Notice Period. However, if one or more of the Parties indicates to Telrite during the Notice Period that the Modification may be contrary to the public interest or disadvantageous to customers, then Telrite shall file an application with the Commission and obtain the Commission's approval before implementing the proposed Modification. Telrite shall also maintain a Colorado-specific page on its website, www.lifewireless.com, that will provide interested persons with notice of any proposed modifications to its LBUS Plans or any additional Lifeline plans offered to eligible customers.
- B. If Telrite has failed to comply with paragraph 11.A above and has implemented a modification or addition to the LBUS Plans 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 Telrite's LBUS or Lifeline Plan Description, Terms and Conditions and Operating Procedures. In any such investigation, Telrite 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 Telrite 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 Telrite and a subsequent investigation, the Commission may find that a change is not consistent with Telrite's ETC status or results in a universal service Lifeline offering that is not eligible for universal service Lifeline funding. If Telrite does not thereafter make such changes as are necessary to bring its Lifeline offering into compliance with such requirements, Telrite understands that the Commission may revoke Telrite'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 Plans 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 Plans, 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 Telrite to obtain information in order to assess whether the changes are in the public interest or may otherwise impact Telrite's eligibility to receive Lifeline funding. The investigation should be completed within the 30-day period between the notification of proposed change and Telrite's implementation of the change if the Parties reach an agreement. Telrite may not implement the proposed change if the investigation has not been completed. If there is disagreement between Staff and Telrite, any Party, or any interested person, may file a formal complaint with, or seek a declaratory ruling from the Commission. Telrite will have an opportunity to contest a Staff position that a change is not consistent with Telrite's ETC status or results in a universal service Lifeline offering that is not eligible for universal service Lifeline funding by filing (1) an application to change its LBUS Plans, or (2) a request for declaratory ruling. In each case, an evidentiary hearing may be held. Finally, with regard to Lifeline plans other than the LBUS Plans, 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 Telrite 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 Telrite 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 (1) \$0.18 on its 250 free prepaid minute plan (LBUS Plan #1) based on a value of \$12.75 per month in Colorado, and (2) \$0.38 on its 1,000 minute plan (LBUS Plan #2) based on a value of \$27.00 per month. In the event the number of free or discounted minutes associated with the LBUS Plans changes as discussed above, or Telrite implements new Lifeline plans, the value for purposes of calculating the E911 charge shall be modified proportionately. The Parties further agree that Telrite 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, Telrite shall pay the E911 charge at the amended rate and in the same manner as its wireless Lifeline competitors. Telrite will also pay the prepaid wireless E911 charge on all prepaid and/or replenishment voice minutes sold independently of the LBUS Plans. For prepaid minutes bundled with text messages or other services sold directly through Telrite, Telrite will pay the prepaid wireless E911 charge on the full amount of the retail transaction. In the event that Telrite develops a system to separate out the voice minute charges from non-voice charges at the point of sale, Telrite 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 Telrite 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 Telrite provides all its customers with the ability to make and receive interexchange or toll calls through interconnection arrangements made by Telrite or its underlying providers.
- H. Telrite 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. Telrite 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, Telrite will place on the Colorado-specific page of its web site, www.lifewireless.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, Telrite 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 Telrite.

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 Telrite 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 3rd day of July, 2013.

FOR TELRITE CORPORATION



Brian Lisle

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APPROVED AS TO FORM:

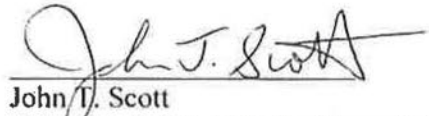


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**FOR THE STAFF OF THE
COLORADO PUBLIC UTILITIES
COMMISSION**



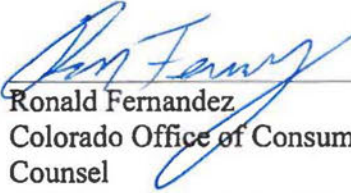
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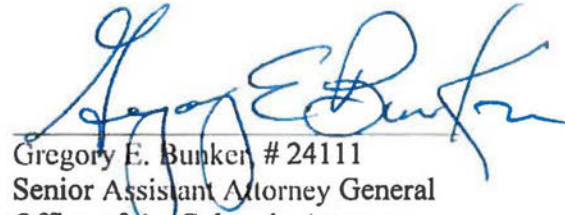


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LIST OF ATTACHMENTS

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

CERTIFICATE OF SERVICE
Docket No. 13A-0150T

I hereby certify that on this 3rd day of July, 2013, the foregoing **STIPULATION AND SETTLEMENT AGREEMENT** was filed through the Colorado Public Utilities Commission E-Filing system and a copy was emailed to each of the following:

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/s/ Leah N. Buchanan

Telrite Corporation dba Life Wireless ETC Designation - Lifeline Only Non-Rural Service Area			
	Cili	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

Telrite Corporation dba Life Wireless ETC Designation - Lifeline Only Non-Rural Service Area			
	Cili	Central Office Name	Underlying Provider
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	EVRGCOMA	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

Telrite Corporation dba Life Wireless ETC Designation - Lifeline Only Non-Rural Service Area			
	Cili	Central Office Name	Underlying Provider
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

Telrite Corporation dba Life Wireless ETC Designation - Lifeline Only Non-Rural Service Area			
	Cili	Central Office Name	Underlying Provider
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	PUBLCOSU	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	WGTNCOMA	WELLINGTON	Qwest Corporation
157	WMNSCOMA	WESTMINISTER	Qwest Corporation
158	WNDSCOMA	WINDSOR	Qwest Corporation
159	WDPKCOMA	WOODLAND PARK	Qwest Corporation
160	YAMPCOMA	YAMPA	Qwest Corporation

OPERATING PROCEDURES APPLICABLE TO TELRITE CORPORATION D/B/A LIFE WIRELESS

A. ACCESS TO RECORDS.

All records required by these procedures pertaining to Telrite'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 Telrite'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 Federal Communications Commission ("FCC") rule or order or Commission rule, whichever is longer.

C. SERVICE AREA.

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

D. RECORDS OF COMPLAINTS.

1. Telrite 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 Telrite 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, Telrite 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 Telrite. If the applicant or customer continues to express dissatisfaction after the supervisory personnel have addressed the problem, Telrite shall further direct the supervisory personnel to inform the complainant that he or she 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 at dora_puc_complaints@state.co.us for further review of an unresolved problem. Telrite shall provide on its website a link to the website of the Commission.

E. DESIGNATED SERVICE AREA.

Telrite 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, Telrite shall not serve eligible Lifeline customers in the portions of those wire centers beyond those listed in Attachment 1.

F. 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 Telrite or provided through resale.
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, Telrite will make reasonable efforts to contact the customer.

Record Keeping and Reports

4. Telrite shall keep records regarding outages described in Rule 2187(f)(II)(C). Telrite shall inform customers of the potential of future service unavailability when Telrite 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. Telrite 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 Telrite's ETC annual report, as required by Rule 2187(f)(II)(C).

Extension of Service

5. Telrite will comply with 4 CCR 723-2-2304(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.

G. ADVERTISING.

Telrite 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).

H. NETWORK REQUIREMENTS.

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

I. REPORTING REQUIREMENTS.

Telrite shall file the following reports with the Commission:

1. Copies of all filings submitted to the FCC or Universal Service Administrator Company ("USAC") in relation to Telrite's Colorado Lifeline offerings. Telrite 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. Telrite will file an annual certification that it is able to function in emergency situations and 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 Telrite's annual report as required by Rule 2187(f)(II)(D) and (E).
3. Quarterly Report. Telrite shall submit a quarterly report to the Commission until such time as data is provided to the National Lifeline Accountability Database 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 Telrite,
 - b. New Lifeline customers enrolled in Telrite'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.
 - e. Telrite shall provide notice to the Commission when it begins to provide the information (a) through (d) above to the National Lifeline Accountability Database.

J. LIFELINE NON-USAGE POLICY AND INELIGIBILITY NOTICE.

1. Telrite will identify Lifeline customers who have not used Telrite's Lifeline service for 60 consecutive days in accordance with Telrite's FCC Compliance Plan 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, Telrite 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 Telrite'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), Telrite'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, Telrite provides written notice to the subscriber stating that non-use of their Lifeline service for 60 days and failure to respond to Telrite's outreach efforts and/or provide an affirmative acknowledgement directly to Telrite 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 Telrite does not request further Lifeline reimbursement for the subscriber from USAC or any state Universal Service Fund Administrator. Telrite will report annually to the FCC the number of subscribers de-enrolled for non-usage by month.
- e. During the entire 60 day period, Telrite'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 Telrite; or (4) responding affirmatively to a direct contact from Telrite confirming that the subscriber wants to continue receiving the service.

K. CTIA CODE OF CONDUCT.

Telrite 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.

L. SUBSCRIBER ELIGIBILITY.

1. Subscriber eligibility shall be established pursuant to federal law.¹ Upon initial application for Telrite'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 Telrite and, to the best of his/her knowledge, no one else in his/her household is receiving Lifeline-supported service.

¹ Pursuant to Senate Bill 13-194, signed by Governor John Hickenlooper on April 1, 2013, Colorado has ceased to provide state low-income telephone assistance. As a result, Telrite's understanding is that the Colorado Department of Human Services, which formerly verified the eligibility of Lifeline customers, will no longer do so as of July 1, 2013. As a result, Telrite will be responsible for verifying the eligibility of its Lifeline customers in Colorado.

- a. Telrite 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. Telrite shall require each eligible Lifeline consumer at the time of application to initial on the certification form that to the best of his or her knowledge that he or she is not receiving Lifeline-supported service from any other Lifeline provider and to ensure the consumer understands that "Lifeline-supported service" is a federal subsidy and that willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program;
 - c. Lifeline service is a non-transferable benefit and the Lifeline customer may not transfer his or her benefit to any other person;
 - d. If the Lifeline subscriber moves to a new address, he or she will provide that new address to Telrite within 30 days;
 - e. If the Lifeline subscriber provided a temporary residential address to Telrite, he or she will be required to verify his or her temporary residential address every 90 days;² and,
 - f. The Lifeline subscriber will notify Telrite 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. Telrite 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. Telrite shall immediately investigate any notification from the Commission or USAC regarding any Lifeline customer receiving duplicate subsidy from another carrier or from Telrite. If it is determined that the Lifeline customer is receiving a duplicate subsidy, Telrite 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. Telrite 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 Telrite to provide Lifeline service, Telrite shall promptly remove the customer's Lifeline service and remove the customer from any USAC reimbursement.
 4. Telrite shall deal directly with the subscriber to certify and verify the subscriber's Lifeline eligibility on an annual basis.

² Telrite 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. Telrite agrees to notify the Commission when this rule is effective.

5. Telrite 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. Telrite shall ensure that all marketing materials for the service make clear that it is a Lifeline-supported service.
7. Telrite shall promptly de-enroll any subscriber whom Telrite determines is no longer eligible for Lifeline service and will remove the customer from any USAC reimbursement.

M. 911 CALLING.

1. Telrite 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. Telrite 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.

N. CUSTOMER CARE ACCESS.

Customers may access Telrite's customer care representatives, available from 8 a.m. to midnight EST, 7 days a week, by dialing 611 from a Telrite handset, and online at www.lifewireless.com.

O. LIMITATIONS OF LIABILITY.

Because Telrite 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 Telrite are subject to the terms, conditions and limitations specified herein and in Telrite's Terms of Service.

P. CUSTOMER DISCONNECTION.

1. Telrite 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 Telrite's terms and conditions or Commission rule that may adversely affect the safety of any person or the integrity of Telrite's service; or

- d. If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes; or
 - e. Obtaining service by subterfuge that includes, but is not restricted to, an application for service at a location in the name of another party.
- 2. If Telrite disconnects service to a Lifeline customer for any reasons stated above, Telrite 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 Telrite 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 TELRITE CORPORATION D/B/A LIFE WIRELESS

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

A. TELRITE'S LIFELINE BASIC UNIVERSAL SERVICE OFFERING

Telrite's Lifeline Basic Universal Service offerings, or LBUS Plans, include 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. Telrite'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 Telrite's LBUS Plans will be able to reach a public safety answering point by dialing "911" regardless of activation status. Telrite will provide its Lifeline customers with 911 and E911 compliant handsets and replace non-compliant handsets at no additional charge.
3. Toll Limitation. Telrite's 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 \$9.25¹ per month (250 free voice minutes or a discount of \$9.25 for Telrite's 1,000 minute LBUS Plan #2).²
5. Hearing Impaired. Telrite will make available services for the hearing impaired. Customers may contact Telrite for more information.

¹ Telrite has agreed that its free 250-minute LBUS Plan, LBUS Plan #1, will be valued at \$12.75 per month for the purpose of calculating E911 fees in Colorado. For all other purposes, LBUS Plan #1 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 Telrite 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.

² Nothing in this Paragraph A(4) shall modify Telrite'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.

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 call forwarding
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 TELRITE'S LIFELINE BASIC UNIVERSAL SERVICE OFFERING

1. Telrite will flow through \$9.25, which is the full amount of federal support, in the form of (a) 250 free minutes to Lifeline customers for its LBUS Plan #1 or (b) a discount of \$9.25 for its LBUS Plan #2.
2. Telrite's LBUS Plans are free or prepaid offerings and do not require the customer to sign a contract.
3. Long distance calls are included at no additional charge for calls made within the United States.
4. Federal and state universal service assessments are imposed separately but will not be charged to Telrite's Lifeline customers for their free minutes. The Parties agree that Telrite 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 under Telrite's LBUS Plan #1), including without limitation on the retail voice minute revenues received by Telrite for LBUS Plan #2.
5. Lifeline customers will not be required to pay an activation fee.
6. Lifeline customers will not be charged roaming fees for calls placed within their local calling area.

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

Telrite's LBUS Plans are available to customers within the exchanges in which Telrite has been designated as an ETC. Telrite shall not offer its LBUS Plans 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.

E. TELRITE'S LBUS PLANS

Telrite shall provide the following LBUS Plans to eligible Lifeline customers.

250 free minutes ("LBUS Plan #1"):

- 250 free minutes of voice, or 3 SMS per voice minute for text use, each month.
- Taxes or government fees are not assessed to Lifeline customers subscribing to the 250 free minute plan unless the customer purchases additional minutes or other non-free services from Telrite.

1,000 discounted minutes ("LBUS Plan #2"):

- 1,000 minutes of voice, or 3 SMS per voice minute for text use, each month.
- The monthly retail value of this plan is \$27.00 per month, and the \$9.25 Lifeline discount will apply, resulting in a \$17.75 charge to the Lifeline customer.

Chart of Telrite's LBUS Plans:

LBUS Plan	Minutes of Use	Cost	Discount	Cost to Lifeline Customer
LBUS Plan #1	250	\$ 9.25	\$9.25	\$ 0.00
LBUS Plan #2	1,000	\$27.00	\$9.25	\$17.75

Plan includes:

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

Additional Minutes

Airtime – additional airtime minutes can be purchased at retail locations, through any Money Gram location, or via the Company's website (www.lifewireless.com).

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

Service Period: Airtime provided pursuant to the LBUS Plans is good for 30 days from the date of activation and, in the case of LBUS Plan

#1, is automatically renewed each month for 12 months so long as the customer remains eligible and is not deactivated. For prepaid LBUS Plan #2, the customer must make its prepayment for the following month by the expiration date of the current month's minutes. If the customer does not do so, he or she will be automatically enrolled in LBUS Plan #1 for the following month. The customer may return to LBUS Plan #2 in subsequent months by prepaying for each applicable subsequent month. No LBUS Plan minutes roll over.

Lifeline and non-Lifeline customers may obtain additional airtime minutes by choosing among a wide variety of prepaid recharge card options above and beyond those available through Telrite's LBUS Plans. A current list of recharge options is available at www.lifewireless.com.

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Life Wireless

Colorado Wireless Lifeline Service Application and Certification

Mail or Fax completed and signed form to

Telrite Corporation / Life Wireless

PO Box 2840 Covington, GA 30015

FAX: 1-866-770-6110 / EMAIL: lwforms@lifewireless.com

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in Telrite Corporation / Life Wireless' 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):

- ☐ Supplemental Nutrition Assistance Program (SNAP) ☐ Income at or below 135% of Federal Poverty Guidelines
☐ Section 8 Federal Public Housing Assistance (FPHA)
☐ Medicaid (not Medicare)
☐ 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

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 770-200-1000. 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 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 (e.g., name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.

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 only 1 eligibility category and only 1 box under that category; do not copy or retain documentation):

Documents Acceptable Proof for Income-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, or
- ☐ A divorce decree, child support award, or other official document containing income information for at least three months time.

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

List B - Choose 1

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

Last 4 digits of Document from List B _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document: ____/____/____

Applicant Account Number	Rep / Agent Signature