

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

Docket No. 13A-0333T

IN THE MATTER OF THE APPLICATION OF GLOBAL CONNECTION INC. OF
AMERICA, D/B/A STAND UP WIRELESS FOR DESIGNATION AS AN ELIGIBLE
TELECOMMUNICATIONS CARRIER IN THE STATE OF COLORADO

STIPULATION AND SETTLEMENT AGREEMENT

Global Connection Inc. of America, d/b/a STAND UP WIRELESS (“Stand Up Wireless” or the “Company”), Trial Staff of the Public Utilities Commission of the State of Colorado (“Staff”), and the Colorado Office of Consumer Counsel (“OCC”) (collectively the “Stipulating Parties” or the “Parties”), through their undersigned counsel, enter into this Stipulation and Settlement Agreement (“Stipulation” or “Stipulation and Settlement”) regarding the Application filed by Stand Up Wireless 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 Rc’d. 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 Rc’d. 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 therefor, using media of general distribution. 47 U.S.C. § 214(e); Universal Service Order, 12 FCC Rc’d. 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, are:

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

5. On February 6, 2012, the FCC issued a Report and Order and Further Notice of Proposed Rulemaking, (“Lifeline Reform Order”)¹, in which it issued blanket forbearance from

¹ See In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability through Digital Literacy Training, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket 12-23, Report and Order and Further Notice of Proposed Rulemaking, 27 FCC Rc'd. 6656 (FCC rel. Feb. 6, 2012) (Lifeline Reform Order).

the facilities-based requirement to all carriers that were seeking limited ETC designation for the purpose of offering Lifeline service only.² 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 subscribers.

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

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

² *Id.* at ¶ 496.

³ *Id.* at ¶ 245.

⁴ *Id.* at ¶ 388.

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

9. On April 12, 2013, Stand Up Wireless filed an Application ("Application") seeking designation as an ETC for the limited purpose of receiving universal service support for low-income subscribers in Colorado, Docket Number 13A-0333T. Stand Up Wireless sought ETC designation for the limited purpose of offering Lifeline service to consumers who reside in the geographic service area where its underlying carriers, Sprint PCS and Verizon Wireless, provide coverage in the State of Colorado, excluding any exchanges served by rural incumbent local exchange carriers ("ILEC"). A list of ILEC exchanges that comprise the requested Stand Up Wireless service area is shown on Exhibit 6 to Stand Up Wireless' Application.

10. The Parties engaged in settlement discussions regarding issues raised by Stand Up Wireless' Application.

11. 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. Stand Up Wireless is a beneficial user of the Sprint PCS and Verizon Wireless networks ("Sprint/Verizon).

2. Much of the Sprint/Verizon network is located along the I-25, I-70 and I-76 highways in Colorado.

3. Attachment 1 is a list of wire centers where the Parties have agreed Stand Up Wireless will offer Lifeline service throughout each entire wire center. Stand Up Wireless will provide service throughout the entirety of all wire centers listed in Attachment 1 via resale and through the use of roaming outside of the area covered by Sprint/Verizon networks. Stand Up Wireless will not assess roaming charges to any Lifeline subscribers for use within any of the exchanges listed in Attachment 1.

4. The Parties agreed to remove the Allens Park and Elbert wire centers due to Staff's and OCC's concerns that Stand Up Wireless' 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.

5. Stand Up Wireless will advertise the availability of the supported services throughout its designated service areas using media of general distribution pursuant to 47 U.S.C. § 214(3)(1)(B) in a manner that is designed to reach those likely to qualify for such services. Stand Up Wireless intends to use mediums for outreach such as mass media, outreach events, and community and charitable involvement. In light of these obligations and the fact that Stand Up Wireless does not maintain or produce a White Pages directory, the Parties agree that Stand Up Wireless should be granted a permanent waiver of the portion of 4 CCR 723-2-2187 ("Rule 2187") (d)(VII) regarding the placing of consumer guide pages in the "White Pages" directory within the ETC service area as requested by Stand Up Wireless.

6. Stand Up Wireless seeks ETC designation for the limited purpose of providing universal service low-income Lifeline service in Colorado. Stand Up Wireless is neither seeking

Federal universal service high-cost support (“USF”) nor Colorado high cost support mechanism (“CHCSM”) in its service area.

7. Because Stand Up Wireless does not seek high cost USF or CHCSM support, and for other reasons set forth in Stand Up Wireless’ Motion for Waiver of Certain Rules,⁵ the Parties agree that it would be in the public interest and consistent with the Lifeline Reform Order⁶ for Stand Up Wireless to be granted a full waiver of Rule 2187(f)(II) (F), (G), (H) and (K) through (N), which would otherwise require the submission of detailed information about network expansion plans paid for by high cost funds in areas where Stand Up Wireless has been designated an ETC, a Colorado-specific trial balance, and a build-out plan showing Stand Up Wireless’ intended use of high cost funds. As to duration, the Parties agree that this waiver be in effect until either (1) Stand Up Wireless provides services solely on its own network, (2) this Commission modifies Rule 2187(f)(II)(F), (G), (H) and (K) through (M) or (3) 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.

8. Stand Up Wireless requests partial waiver of Rule 2187(F)(II)(O) that requires affidavit language concerning receipt of high cost support. Because Stand Up Wireless is not seeking high cost support from the USF or CHCSM support, the Parties agree that it would be in the public interest and consistent with the Lifeline Reform Order reporting requirements to not require Stand Up Wireless to attest the purposes of High Cost Support when it will not receive

⁵ Filed July 30, 2013.

⁶ The Lifeline Reform 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.

any such support. The Parties agree the Commission should grant this partial waiver and that Stand Up Wireless will submit an affidavit attesting that all other required information provided in its annual filing is true and correct.

9. Stand Up Wireless 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. The Sprint/Verizon physical network does not precisely correlate with a metes and bounds description as required by Rule 2187(d)(III). However, a list of the wire centers of Qwest Corporation in Colorado where Stand Up Wireless has shown an intent and ability to offer the supported services once designated as an ETC throughout the service area is set forth on Attachment 1.

10. Stand Up Wireless' Lifeline program furthers the statutory goal that basic service be available and affordable to all citizens of the state of Colorado.

11. Stand Up Wireless' Lifeline product offering provides an additional choice of another provider offering Lifeline service for low-income consumers, which is a significant benefit for those consumers and is in the public interest.

12. The Parties stipulate and agree that Stand Up Wireless has shown good cause that its Lifeline Basic Universal Service ("LBUS") offering as described in Attachment 3 meets all applicable state and federal requirements, that Stand Up Wireless' ETC designation for Colorado low-income universal service purposes will serve the public interest, convenience and necessity, that Stand Up Wireless does not receive high cost USF support in Colorado, and that Stand Up Wireless' advertising adequately informs potential subscribers of the availability of Stand Up

Wireless' Lifeline service throughout its proposed ETC service area, and recommend that the Commission grant a full waiver of Rules 2187 (d)(III) and (f)(II)(F), (G), (H) and (K) through (N).

Federal ETC Designation For the Limited Purpose of Offering Lifeline

1. Stand Up Wireless 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. Stand Up Wireless has been granted ETC status to offer Lifeline wireless services in Arkansas, Arizona, Georgia, Iowa, Kansas, Louisiana, Maryland, Massachusetts, Michigan, Missouri, Nebraska, Ohio, Pennsylvania, Puerto Rico, South Carolina, Texas, Wisconsin and West Virginia. Stand Up Wireless has also been designated as an ETC for wireline services in Alabama, Arkansas, Georgia, Louisiana, Michigan, and North Carolina. It serves consumers using both wireline and wireless technology to Lifeline participants in Arkansas, Georgia, Louisiana, and Michigan.

3. Stand Up Wireless has not been subject to any enforcement action at the FCC or in any state. No ETC designations held by Stand Up Wireless have been rescinded, revoked, or terminated by the FCC or by any state regulatory agency. Global Connection Inc. of America has operated in the United States as a provider of wireline telecommunications services since 1998, began providing non-Lifeline and Lifeline-supported wireless service in April 2011 under the d/b/a Stand Up Wireless, and has significant experience in providing high-quality telecommunications services. Stand Up Wireless will provide a Non-Lifeline Revenue Report quarterly to the Commission in accordance with Section J(4) of Attachment 2. Stand Up Wireless will not seek Colorado high cost funds to provide the proposed wireless services.

4. Stand Up Wireless 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. Stand Up Wireless will initially offer a choice of four (4) prepaid LBUS Plans to eligible non-tribal Lifeline subscribers as described in Attachment 3. The Parties have agreed that the StandUp 100 Lifeline plan, as described in the Application on page 5 and Exhibit 2, the testimony of Dave Skogen on Page 14, or in the approved FCC Compliance Plan on page 20 attached to witness Skogen's testimony, will not be offered in Colorado. Stand Up Wireless' LBUS plans described in Attachment 3, which includes an option with free 250 minutes that do not rollover, as well as an alternate option to apply a \$12.75 discount to three retail packages - two of which exceed 950 minutes, comply with Rule 2187(d)(XII). Stand Up Wireless' LBUS plans are consistent with other previously-designated ETC Lifeline-only carriers in Colorado. Stand Up Wireless' Lifeline plans are available for enrollment via Stand Up Wireless' website (www.standupwireless.com), Stand Up Wireless' subscriber service department, or Stand Up Wireless-sponsored community events.

6. Stand Up Wireless shall certify and verify the eligibility of Lifeline subscribers in accordance with federal requirements. It is understood that Stand Up Wireless, as a prepaid provider, will not be required to obtain or retain social security numbers of subscribers. However, in compliance with Lifeline Reform Order, Stand Up Wireless will obtain and retain the last four digits of the social security number of its subscribers.

7. Stand Up Wireless' LBUS plans are not offered on a distance sensitive basis and there is no additional charge for toll minutes of use. As such, toll limitation is not a concern because of the prepaid nature of this Lifeline plan. 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, Stand Up Wireless will not seek reimbursement for toll limitation.

8. The Lifeline Reform 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 April 30, 2012, Stand Up Wireless 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 Stand Up Wireless 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 May 25, 2012, the FCC issued a public notice that it had approved Stand Up Wireless' Compliance Plan. Since it has been found to meet all of the FCC's aforementioned criteria, Stand Up Wireless is entitled to the FCC's blanket forbearance from the "own facilities" requirement. Stand Up Wireless approved Compliance Plan and the public notice evidencing its approval are attached to this Stipulation as Attachment 4.

10. The Parties stipulate and agree that with the incorporation of the agreed upon terms and conditions in Attachments 2 and 3, designating Stand Up Wireless as an ETC in the study 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 Stand Up Wireless' designated service area and that Stand Up Wireless shall use a Lifeline Certification Form as attached hereto as Attachment 5, unless a different form is required by the Commission in the future.

11. Without waiving any of its positions stated in this proceeding, Stand Up Wireless has entered into this Stipulation with Staff and the OCC to settle this matter. The Parties have agreed to the LBUS Plans as described in Attachment 3. Nothing in this Stipulation shall prohibit Stand Up Wireless 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 Stand Up Wireless 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 Stand Up Wireless 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 Stand Up Wireless desires to (1) modify its existing LBUS Plans, (2) add a new Lifeline plan, (3) modify a Lifeline plan, (4) modify its Terms and Conditions, or (5) modify its Operating Procedures, (each, a “Modification”), then Stand Up Wireless shall first provide the other Parties thirty-days advance written notice of the proposed Modification. If none of the Parties objects within the thirty-day notice period (the “Notice Period”), then Stand Up Wireless’ proposed Modification will go into effect upon the expiration of the Notice Period. However, if one or more of the Parties objects in writing to the proposed Modification and indicates to Stand Up Wireless during the Notice Period that the Modification may be contrary to the public interest or disadvantageous to subscribers, then Stand Up Wireless shall file an application with the Commission and obtain the Commission’s approval before implementing the proposed Modification. Stand Up Wireless shall also maintain Colorado-specific information on its “Terms and Conditions of Service” page on its website (www.standupwireless.com) that will provide interested persons with notice of any proposed modifications to its LBUS plans or any additional Lifeline plans offered to eligible subscribers.
- B. If Stand Up Wireless has failed to comply with paragraph A above and has implemented a Modification 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 Stand Up Wireless’ LBUS or Lifeline Plan Description, Terms and Conditions and Operating Procedures. In any such investigation, Stand Up Wireless 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 Stand Up Wireless 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 Stand Up Wireless and a subsequent investigation, the Commission may find that a change is not consistent with Stand Up Wireless' ETC status or results in a universal service Lifeline offering that is not eligible for universal service Lifeline funding. If Stand Up Wireless does not thereafter make such changes as are necessary to bring its Lifeline offering into compliance with such requirements, Stand Up Wireless understands that the Commission may revoke Stand Up Wireless' 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 Stand Up Wireless' 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 Staff is notified of changes. This process should work in the same manner that occurs when Staff reviews tariff filings. Staff will work cooperatively with Stand Up Wireless to obtain information in order to assess whether the changes are in the public interest or may otherwise impact Stand Up Wireless' eligibility to receive Lifeline funding. The investigation should be completed within the 30-day period between the notification of proposed change and Stand Up Wireless' implementation of the change if the Parties reach an agreement. Stand Up Wireless may not implement the proposed change if the investigation has not been completed. If there is disagreement between Staff and Stand Up Wireless, any Party, or any interested person, may file a formal complaint with, or seek a declaratory ruling from the Commission. Stand Up Wireless will have an opportunity to contest a Staff position that a change is not consistent with Stand Up Wireless' 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 and 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 offering is not eligible for funding.
- D. The Parties acknowledge that because Stand Up Wireless is using the network of its underlying carriers, Sprint/Verizon, throughout its designated service area, that no notice to Public Safety Answering Points ("PSAPs") is required.

- E. The Parties agree that Stand Up Wireless 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 free LBUS Plan #1 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 with any new Lifeline Plans, the value for purposes of calculating the E911 charge shall be modified proportionately. The Parties further agree that Stand Up Wireless 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 or data plans from Lifeline subscribers 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, Stand Up Wireless shall pay the E911 charge at the amended rate and in the same manner as its wireless Lifeline competitors. Stand Up Wireless 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 Stand Up Wireless, Stand Up Wireless will pay the prepaid wireless E911 charge on the full amount of the retail transaction. In the event that Stand Up Wireless develops a system to separate out the voice minute charges from non-voice charges at the point of sale, Stand Up Wireless 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 Stand Up Wireless 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 in its LBUS Plan #1).
- G. The Parties agree that Stand Up Wireless provides all its subscribers with the ability to make and receive interexchange or toll calls through interconnection arrangements made by Stand Up Wireless or its underlying providers.
- H. Stand Up Wireless commits to provide service throughout its designated service area as listed in Attachment 1 of this Settlement to all subscribers making a reasonable request for service. To ensure that it is able to provide adequate coverage within the service area, Stand Up Wireless will not block roaming in its Colorado service area for its Lifeline customers and it will not charge roaming fees to its Colorado Lifeline customers. Stand Up Wireless 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 in Colorado, Stand Up Wireless will include its Colorado-specific information on the “Terms and Conditions of Service” page of its web site (www.standupwireless.com) where its Colorado offering is described, and the Commission’s contact information as listed in Attachment 2 to the Stipulation for any unresolved subscriber 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, Stand Up Wireless desires to end further uncertainty in this Docket by entering this Stipulation. Accordingly, the Parties hereby agree to be bound to the terms of this Stipulation. The Parties recognize and acknowledge that should the Commission or the FCC determine a change in the particular regulatory treatment applicable to wireless ETC designees, in further rulemakings or otherwise, any such lawful and applicable determinations would apply to Stand Up Wireless.

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 Stand Up Wireless Application.

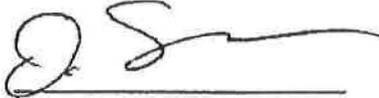
7. This Stipulation is an integrated agreement that may not be altered by the unilateral determination of any Party.

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.

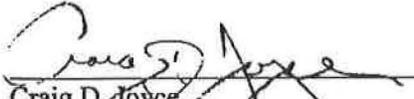
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STAND UP WIRELESS**



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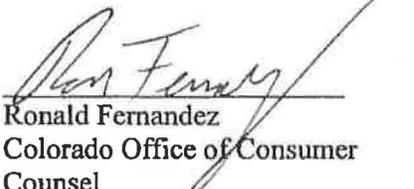
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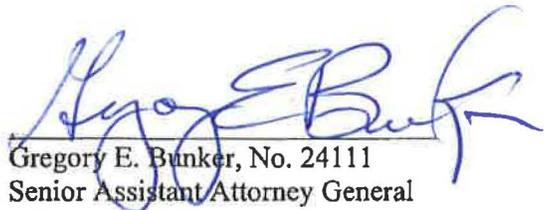
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LIST OF ATTACHMENTS

- Attachment 1: Stand Up Wireless' Colorado designated service area in non-rural exchange areas
- Attachment 2: Operating Procedures
- Attachment 3: Stand Up Wireless' Initial Lifeline Offering
- Attachment 4: FCC-Approved Compliance Plan and Public Notice
- Attachment 5: Stand Up Wireless' Colorado Customer Lifeline Application Form

Global Connection Inc. of America dba STAND UP WIRELESS (Lifeline Only ETC) Non-Rural Service Area			
	Clii	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	CCNCOMA	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

Global Connection Inc. of America dba STAND UP WIRELESS (Lifeline Only ETC) Non-Rural Service Area			
	Clii	Central Office Name	Underlying Provider
46	DNVRCONE	DENVER NORTHEAST	Qwest Corporation
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

Global Connection Inc. of America dba STAND UP WIRELESS (Lifeline Only ETC) Non-Rural Service Area			
	Clii	Central Office Name	Underlying Provider
91	JLBGCOMA	JULESBURG	Qwest Corporation
92	KNBGCOMA	KEENESBURG	Qwest Corporation
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	LDVLCOMA	LEADVILLE	Qwest Corporation
99	LIMNCOMA	LIMON	Qwest Corporation
100	LTTNCOMA	LITTLETON	Qwest Corporation
101	LNMTCOMA	LONGMONT	Qwest Corporation
102	LKMTCOMA	LOOKOUT MOUNTAIN	Qwest Corporation
103	LVLDCOMA	LOVELAND	Qwest Corporation
104	LYNSCOMA	LYONS	Qwest Corporation
105	MNCSCOMA	MANCOS	Qwest Corporation
106	MNSPCOMA	MANITOU SPRINGS	Qwest Corporation
107	MEADCOMA	MEAD	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

Global Connection Inc. of America dba STAND UP WIRELESS (Lifeline Only ETC) Non-Rural Service Area			
	Clii	Central Office Name	Underlying Provider
136	SALDCOMA	SALIDA	Qwest Corporation
137	SCRTCOMA	SECURITY	Qwest Corporation
138	SILTCOMA	SILT	Qwest Corporation
139	SLTNCOMA	SILVERTON	Qwest Corporation
140	DNVRCOSH	SMOKY HILL	Qwest Corporation
141	SNMSCOMA	SNOWMASS	Qwest Corporation
142	SFRKCOMA	SOUTHFORK	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	WGTCOMA	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 LIFELINE BASIC UNIVERSAL
SERVICE OFFERING OF GLOBAL CONNECTION INC. OF AMERICA,
D/B/A STAND UP WIRELESS**

A. ACCESS TO RECORDS.

All records required by these procedures pertaining to Global Connection Inc. of America dba STAND UP WIRELESS' ("Stand Up Wireless") Lifeline Basic Universal Service ("LBUS") offering shall be made available to the Commission or its authorized representatives, on a confidential basis, as appropriate, 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 Stand Up Wireless' Lifeline offering shall be preserved for the period of time specified by Rule 4 CCR 723-2-2005 of the Rules Regulating Telecommunications Providers, Services, and Products, but in no event less than a minimum of 24 months after the date of entry of the record or for any longer period of time specified by FCC rule or order or Commission rule, whichever is longer.

C. SERVICE AREA.

Attachment 1 to the Stipulation depicts the non-rural wire centers where Stand Up Wireless is designated for ETC status.

D. RECORDS OF COMPLAINTS.

1. Stand Up Wireless shall maintain an accurate record of all oral and written complaints made by its subscribers regarding its service, or rates and charges. This record shall include the name and address of the subscriber 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 Stand Up Wireless and to the Commission whether any particular subscriber encounters the same difficulties frequently, in terms of complaints per month, including subscriber trouble reports, whether a large number or percentage of all complaints from different subscribers 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 subscriber questions, Stand Up Wireless shall direct its personnel engaged in initial contact with an applicant or a subscriber in which dissatisfaction with the decision or explanation by the personnel is expressed, to inform the subscriber of the right to have the problem considered and acted upon by another consumer representative or supervisory personnel of Stand Up Wireless. If the applicant or subscriber continues to express dissatisfaction after the supervisory personnel have addressed the problem, Stand Up Wireless shall further direct the supervisory personnel to provide the complainant that they may contact the External Affairs Section of the Commission at Colorado Public Utilities Commission, Consumer Affairs, 1560 Broadway, Suite 250, Denver Colorado 80202, Phone 303-894-2070 or 800-456-0858, fax number 303-894-2532 or by e-mail to dora_puc_complaints@state.co.us for further review of an unresolved problem. Stand Up Wireless shall post on its website the contact information of the External Affairs Section of the Commission.

E. DESIGNATED SERVICE AREA.

Stand Up Wireless 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, Stand Up Wireless shall not serve eligible Lifeline subscribers 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 Stand Up Wireless may not be able to supply service to subscribers in Stand Up Wireless' Designated Service Area, described in Paragraph E above, within ten calendar days of the date of approval of their eligibility, Stand Up Wireless 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 subscribers who have not been delivered a telephone and assigned a telephone number within ten calendar days of the date of approval of their eligibility shall be provided a written or email notice by Stand Up Wireless, stating the order number assigned by Stand Up Wireless to the application for service, the general status of the order, and a phone number to call with questions. This notice shall be postmarked or sent via email on or before the 15th day after the date of approval of their eligibility.

3. Under circumstances where the period to provide Lifeline service exceeds 30 calendar days after the approval of the subscriber eligibility, Stand Up Wireless shall file a letter with the Commission stating the circumstances causing the delay, explaining whether such circumstances are beyond Stand Up Wireless' control, and providing an estimate of the time necessary to provide service. This letter shall 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 subscriber or when the subscriber is unable to transmit or receive calls due to the failure of a component of the network furnished by Stand Up Wireless or provided through resale.
2. An interruption period begins when the subscriber 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. Stand Up Wireless 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. Stand Up Wireless will make attempts to resolve emergencies at all hours, consistent with the bona fide needs of subscribers and the personal safety of Stand Up Wireless' employees. In almost all cases, Stand Up Wireless will be able to reestablish service within 24 hours. If unusual repairs are required, or other factors will prevent the prompt reestablishment of service, Stand Up Wireless will make reasonable efforts to contact the subscriber. In the event a Lifeline subscriber in Colorado experiences a service interruption caused by a failure of equipment under Stand Up Wireless' control or under the control of Stand Up Wireless' underlying facilities-based carriers, Sprint PCS and Verizon Wireless, for a time period that meets or exceeds eight or more hours during a continuous 24-hour period as stated in Rule 2304(b)(IV), Stand Up Wireless will extend that subscriber's service for the 30-day period in which the interruption occurred day for day for a period of time equal to the loss of service for any minutes remaining at the end of the 30-day period on its LBUS plan and any additional minutes included as part of Stand Up Wireless' LBUS plan.

Record Keeping and Reports

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

H. ADVERTISING.

Stand Up Wireless 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. Stand Up Wireless will comply with all NANP dialing pattern requirements.

J. REPORTING REQUIREMENTS.

Stand Up Wireless shall file the following reports with the Commission:

1. Copies of all Lifeline-related filings submitted to Federal Communications Commission (FCC) or Universal Service Administrator Company (USAC). Stand Up Wireless shall file copies of all Lifeline-related FCC forms submitted to the FCC or USAC, including Form 497, with the Commission promptly after those filings occur at the FCC or USAC.
2. Annual ETC Certification. Stand Up Wireless 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, e.g., the CTIA consumer code for wireless service. This certification shall be filed with Stand Up Wireless' annual report as required by Rule 2187(f)(II)(D) and (E).

3. Quarterly Report. Stand Up Wireless shall submit a quarterly report to the Commission until such time as data is provided to the National Lifeline Accountability Database, on a confidential basis, that will include subscriber-specific data, including subscriber name, address, and zip code, for:
 - a. Lifeline subscribers receiving two or more Lifeline subsidies per household in that same month from Stand Up Wireless,
 - b. New Lifeline subscribers enrolled in Stand Up Wireless' Lifeline service,
 - c. Lifeline subscribers removed from Lifeline service due to non-usage, and
 - d. Lifeline subscribers removed from Lifeline service due to ineligibility through the annual re-certification process.
 - e. Stand Up Wireless shall provide notice to the Commission at such time it provides the information (a) through (d) above to the National Lifeline Accountability Database.
4. Non-Lifeline Revenue Report. Stand Up Wireless shall report quarterly to the Commission, on a confidential basis, Stand Up Wireless' non-Lifeline revenues. This report may be limited to Colorado activities. Stand Up Wireless shall submit this report for at least the first twelve (12) months of operations, or until Staff notifies Stand Up Wireless it is no longer needed.

K. LIFELINE NON-USAGE POLICY AND INELIGIBILITY NOTICE.

1. Stand Up Wireless will identify Lifeline subscribers who have not used Stand Up Wireless' Lifeline service for 60 consecutive days in accordance with Stand Up Wireless' FCC Compliance Plan (section I.E) and will de-enroll such subscribers from Lifeline service, deactivate such accounts and cease to claim Lifeline reimbursement for such subscribers. Non-usage is determined as follows:
 - a. After 60 consecutive days of non-use, Stand Up Wireless contacts the subscriber, either by phone, text, email, or written notification, asking the subscriber to provide confirmation that the subscriber wishes to retain his or her Lifeline service within 30 days from the date of the notice. Subscribers are informed that failure to provide such confirmation will result in de-enrollment from the Lifeline program.

- b. If the subscriber does not respond to the notice as provided above, the subscriber is de-enrolled from the Lifeline program and Stand Up Wireless does not request further Lifeline reimbursement for the subscriber from USAC or any state Universal Service Fund Administrator. Stand Up Wireless will report annually to the Federal Communications Commission the number of subscribers de-enrolled for non-usage by month.
 - c. During the entire 60 day period, Stand Up Wireless' Lifeline subscriber's service remains active and is not suspended. In the event the subscriber's service is deactivated for non-usage as described above, access to 911 emergency services remains intact as required by the FCC's existing public safety rules and guidelines.
 - d. Lifeline subscribers can "use" the service by: (1) completing an outbound call; (2) purchasing minutes from Stand Up Wireless to add to the subscriber's plan; (3) answering an incoming call from a party other than Stand Up Wireless; or (4) responding to a direct contact from Stand Up Wireless confirming that the subscriber wants to continue receiving the service.
2. The subscriber shall be notified in writing of Stand Up Wireless' intention to discontinue Lifeline services due to the Lifeline subscriber no longer meeting the qualification. Any notice shall clearly state that the subscriber contact Stand Up Wireless to verify eligibility. Stand Up Wireless will not seek Lifeline reimbursement from USAC unless the subscriber confirms eligibility with Stand Up Wireless.

L. CTIA CODE OF CONDUCT.

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

M. SUBSCRIBER ELIGIBILITY.

1. Subscriber eligibility shall be established pursuant to 47 CFR §54.409 and §54.410. Upon initial application for Stand Up Wireless' Lifeline service, the subscriber must certify by his or her signature under penalty of perjury that he or she will receive Lifeline supported services only from Stand Up Wireless and, to the best of his/her knowledge, no one else in his/her household is receiving Lifeline-supported service.

- a. Stand Up Wireless 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. Stand Up Wireless 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 subscriber 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 Stand Up Wireless within 30 days;
 - e. If the Lifeline subscriber provided a temporary residential address to Stand Up Wireless, he or she will be required to verify his or her temporary residential address every 90 days;¹ and,
 - f. The Lifeline subscriber will notify Stand Up Wireless 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. Stand Up Wireless shall file a copy of state-specific subscriber data, including name and address of Lifeline subscribers, to USAC upon request, and to this Commission for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier.
 3. Stand Up Wireless shall immediately investigate any notification from the Commission or USAC regarding any Lifeline subscriber receiving duplicate subsidy from another carrier or from Stand Up Wireless. If it is determined that the Lifeline subscriber is receiving a duplicate subsidy, Stand Up Wireless will work with the other carrier(s) to notify the subscriber of the duplicate accounts and work with the subscriber to choose only one provider of Lifeline service. Stand Up Wireless shall also abide by any rules of the FCC and work with USAC and the Commission

¹Stand Up Wireless 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.

Staff to rectify any duplicate accounts. In the event the subscriber selects a carrier other than Stand Up Wireless to provide Lifeline service, Stand Up Wireless shall promptly remove the subscriber's Lifeline service and remove the subscriber from any USAC reimbursement.

4. Stand Up Wireless shall deal directly with the subscriber to certify and verify the subscriber's Lifeline eligibility on an annual basis.
5. Stand Up Wireless 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. Stand Up Wireless shall ensure that all marketing materials for the service make clear that it is a Lifeline-supported service.
7. Stand Up Wireless shall promptly de-enroll any subscriber whom Stand Up Wireless determines is no longer eligible for Lifeline service or when Stand Up Wireless is notified that the subscriber is no longer eligible for Lifeline service. Stand Up Wireless shall promptly remove a subscriber's Lifeline service and remove the subscriber from any USAC reimbursement.

N. 911 CALLING.

1. Stand Up Wireless shall provide access to 911 service. If service is disconnected or minutes are depleted, subscribers may still make 911 calls and calls to the subscriber service department number (611).
2. Stand Up Wireless 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 to the Commission Staff of the amount remitted at the time the payment is made. Parties agree that Stand Up Wireless will **separately** identify the imputed amount of E911 charge on free minutes and the amount remitted on retail transactions.

O. SUBSCRIBER SERVICE ACCESS.

Subscribers will be provided a toll-free method to access Stand Up Wireless' subscriber service department, available at a minimum from 8am - 5pm CST Monday through Friday by dialing #611 from a Stand Up Wireless handset, and online at (www.standupwireless.com). Subscribers may obtain directory assistance by dialing 411 from a Stand Up Wireless handset. Subscribers' minutes are decremented for calling 411 at a rate of one minute per one minute of calling. No minutes will be decremented to call 611.

Because Stand Up Wireless 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 Stand Up Wireless are subject to the terms, conditions and limitations specified herein and in Stand Up Wireless' Terms and Conditions of Service available at (www.standupwireless.com).

P. SUBSCRIBER DISCONNECTION.

1. Stand Up Wireless shall not deny or discontinue service to a subscriber 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 subscriber as a SMS or "text" message or in letter form printed in English and Spanish per 4 CCR 723-2- 2303(d)(II)) except for the following reasons:
 - a. If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
 - b. Upon order by any court, the Commission, or any other duly authorized public authority; or
 - c. For a violation of Stand Up Wireless' terms and conditions or Commission rule that may adversely affect the safety of any person or the integrity of Stand Up Wireless' 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 Stand Up Wireless disconnects service to a Lifeline subscriber for any reasons stated above, Stand Up Wireless will immediately cease seeking reimbursement from the Lifeline universal service fund for that subscriber.

**LIFELINE BASIC UNIVERSAL SERVICE OFFERING
OF GLOBAL CONNECTION INC. OF AMERICA,
D/B/A STAND UP WIRELESS**

The following contains a detailed description of Global Connection Inc. of America dba STAND UP WIRELESS' ("Stand Up Wireless") Lifeline Basic Universal Service ("LBUS") initial offering in Colorado.

A. STAND UP WIRELESS' LBUS OFFERING

Stand Up Wireless' 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. Stand Up Wireless' 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. Subscribers of Stand Up Wireless' LBUS Offering will be able to reach a public safety answering point by dialing "911" regardless of activation status. Stand Up Wireless will provide its Lifeline subscribers with 911 and E911 compliant handsets, and replace non-compliant handsets at no additional charge.
3. Toll Limitation. Stand Up Wireless' LBUS 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 subscribers shall receive the equivalent value of \$12.75 per month (for 250 free voice minutes).¹
5. Hearing Impaired. Stand Up Wireless will make available services for the hearing impaired. Subscribers may contact Stand Up Wireless for more information.

¹ Nothing in this Paragraph A(4) shall modify Stand Up Wireless' 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 STAND UP WIRELESS' LBUS OFFERING

1. Free Handset to each qualifying subscriber under the initial LBUS plans
2. Free Voicemail²
3. Free Call Waiting
4. Free Caller ID
5. Free 3-Way Calling
6. Free subscriber service calls by calling #611 from a Stand Up Wireless handset
7. Free calls to 911 emergency services
8. Free domestic long distance calls

C. THE PRICING FOR STAND UP WIRELESS' LBUS OFFERING

1. Stand Up Wireless will flow through the \$9.25 federal Lifeline subsidy, plus a \$3.50 Company credit, in the form of 250 free minutes or in the form of a discount applied to Stand Up Wireless' retail plans.
2. Retail calling plan is a pay-in-advance 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. The Parties agree that Stand Up Wireless 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).
5. Subscribers will not be required to enter into a long-term service contract or pay an activation fee.
6. Subscribers will be required to pay a number change fee of \$10.00 for a change of wireless telephone number initiated at the request of the subscriber. A subscriber's number will not change for any other reason except at the request of the subscriber.
7. Subscribers will be charged the replacement cost based on the value of the handset, starting at \$10.00 and up, associated with lost, stolen or damaged handsets.

²Calls placed to Voicemail count against the voice minutes provided by the plan.

8. Subscribers will be charged standard airtime rates for each directory assistance call.
9. Lifeline Subscribers will not be assessed any roaming charges.

D. THE AREAS IN WHICH STAND UP WIRELESS' LBUS OFFERING IS AVAILABLE, AND THE CORRESPONDING LOCAL CALLING AREAS

Stand Up Wireless' LBUS Offering is available to customers within the exchanges in which Stand Up Wireless has been designated as an ETC. Stand Up Wireless shall not offer its LBUS plan 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. STAND UP WIRELESS' LBUS PLANS

Stand Up Wireless shall provide the following LBUS plans to eligible Lifeline subscribers:

StandUp 250 (non-rollover) (LBUS Plan #1)
250 free units (voice or SMS text)per month
Retail Cost: \$12.75 Lifeline Cost: \$0.00

Customers who fail to make a payment for their upcoming Monthly Service period two (2) days prior to the Service End Date will be automatically changed to the free Stand Up 250 plan for the subsequent Monthly Service Period.

StandUp 500 (LBUS Plan #2)
500 voice units and 500 SMS text units per month
Retail Cost: \$27.70 Lifeline Cost: \$14.95

StandUp 1,000 (LBUS Plan #3)
1000 voice units and 1000 SMS text units per month
Retail Cost: \$42.70 Lifeline Cost: \$29.95

StandUp Unlimited (LBUS Plan #4)
Unlimited voice and 1000 SMS text units per month
Retail Cost: \$47.70 Lifeline Cost: \$34.95

All Plans

Minutes are "anytime" minutes and can be used for domestic calls, including local or intrastate/interstate long distance calls. Unused minutes or domestic Short Message Service ("SMS") text messages do not carry over to the following month except in the event of a service interruption as described in Attachment 2, ¶ G3. SMS text messaging is available at a rate of one text per minute of airtime.

Additional Airtime

Additional airtime can be purchased in various denominations and corresponding quantity of credit units, by calling Stand Up Wireless' subscriber service department, or via Stand Up Wireless' website (www.standupwireless.com). Each airtime credit provides one (1) minute of airtime or one (1) SMS text message.



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

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DA 12-828

Release Date: May 25, 2012

WIRELINE COMPETITION BUREAU APPROVES THE COMPLIANCE PLANS OF AMERICAN BROADBAND & TELECOMMUNICATIONS, BUDGET PREPAY, CONSUMER CELLULAR, GLOBAL CONNECTION, TERRACOM AND TOTAL CALL

WC Docket Nos. 09-197 and 11-42

The Wireline Competition Bureau (Bureau) approves compliance plans of six telecommunications carriers: American Broadband & Telecommunications; Budget Prepay, Inc.; Consumer Cellular, Inc.; Global Connection, Inc. of America; TerraCom, Inc.; and Total Call Mobile, Inc. filed pursuant to the *Lifeline Reform Order* as a condition of obtaining forbearance from the facilities requirement of the Communications Act of 1934, as amended (the Act), for the provision of Lifeline service.¹

The Act provides that in order to be designated as an eligible telecommunications carrier for the purpose of universal service support, a carrier must “offer the services that are supported by Federal universal service support mechanisms . . . either using its own facilities or a combination of its own facilities and resale of another carrier’s services”² The Commission recently amended its rules to define voice telephony as the supported service and removed directory assistance and operator services, among other things, from the list of supported services.³ As a result of these amendments, many Lifeline-only ETCs that previously met the facilities requirement by relying on operator services, directory assistance or other previously supported services no longer meet the facilities requirement of the Act.⁴ In the *Lifeline Reform Order*, the Commission found that a grant of blanket forbearance of the facilities

¹ See *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11, at paras. 379-380 (rel. Feb. 6, 2012) (*Lifeline Reform Order*). A list of the compliance plans approved through this Public Notice can be found in the Appendix to this Public Notice.

² 47 U.S.C. § 214(e)(1)(A).

³ See *Connect America Fund*, WC Docket No. 10-90 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd 17663, 17692-93, paras. 77-78, 80 (2011) (*USF/ICC Transformation Order*); *pets. for review pending sub nom. In re: FCC 11-161*, No. 11-9900 (10th Cir. filed Dec. 8, 2011); *Connect America Fund*, WC Docket No. 10-90 *et al.*, Order on Reconsideration, 26 FCC Rcd 17633, 17634-35, para. 4 (2011) (*USF/ICC Transformation Order on Reconsideration*).

⁴ See *Lifeline Reform Order*, FCC 12-11, at para. 366, App. A; *USF/ICC Transformation Order on Reconsideration* at para. 4. Some ETCs have included language in their compliance plans indicating that they have facilities or plan to acquire facilities in the future. See, e.g., Budget PrePay, Inc. Petition for Designation as an Eligible Telecommunications Carrier, WC Docket Nos. 09-197 and 11-42, Compliance Plan of Budget PrePay, Inc. at 3 n. 6 (filed May 1, 2012). To the extent ETCs seek to avail themselves of the conditional forbearance relief established in the *Lifeline Reform Order*, we presume they lack facilities to provide the supported service under section 54.101 and 54.401 of the Commission’s rules. See 47 C.F.R. §§ 54.101 and 54.401. Such ETCs must comply with the compliance plan approved herein in each state or territory where they are designated as an ETC, regardless of their claim of facilities for other purposes, such as eligibility for state universal service funding.

requirement, subject to certain public safety and compliance obligations, is appropriate for carriers seeking to provide Lifeline-only service.⁵ Therefore, in the *Lifeline Reform Order*, the Commission conditionally granted forbearance from the Act's facilities requirement to all telecommunications carriers seeking Lifeline-only ETC designation, subject to the following conditions: (1) compliance with certain 911 and enhanced 911 (E911) public safety requirements; and (2) Bureau approval of a compliance plan providing specific information regarding the carrier and its service offerings and outlining the measures the carrier will take to implement the obligations contained in the *Order*.⁶

The Bureau has reviewed the compliance plans listed in the Appendix for conformance with the *Lifeline Reform Order*, and now approves those six compliance plans.⁷

Filings, including the Compliance Plans identified in the Appendix, and comments are available for public inspection and copying during regular business hours at the FCC Reference Information Center, Portals II, 445 12th Street, S.W., Room CY-A257, Washington, D.C. 20554. They may also be purchased from the Commission's duplicating contractor, Best Copy and Printing, Inc., Portals II, 445 12th Street, S.W., Room CY-B402, Washington, D.C. 20554, telephone: (202) 488-5300, fax: (202) 448-5563, or via email www.bcpweb.com.

People with Disabilities: To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an email to fcc504@fcc.gov or call the Consumer & Governmental Affairs Bureau at (202) 418-7400 or TTY (202) 418-0484.

For further information, please contact Divya Shenoy, Telecommunications Access Policy Division, Wireline Competition Bureau at (202) 418-7400 or TTY (202) 418-0484.

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⁵ See *Lifeline Reform Order*, FCC 12-11 at paras. 368-381.

⁶ See *id.* at paras. 373 and 389. Subsequently, the Bureau provided guidance for carriers submitting compliance plans pursuant to the *Lifeline Reform Order*. *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197 and 11-42, Public Notice, 27 FCC Rcd 2186 (Wireline Comp. Bur. 2012).

⁷ The Commission has not acted on any pending ETC petitions filed by these carriers, and this Public Notice only approves the compliance plans of the carriers listed above. While these compliance plans contain information on each carrier's Lifeline offering, we leave it to the designating authority to determine whether or not the carrier's Lifeline offerings are sufficient to serve consumers. See *Lifeline Reform Order*, FCC 12-11 at paras. 50 and 387.

Appendix

Petitioner	Compliance Plans As Captioned by Petitioner	Date of Filing	Docket Numbers
American Broadband & Telecommunications	American Broadband & Telecommunications Revised Compliance Plan	April 27, 2012	09-197; 11-42
Budget PrePay, Inc.	Compliance Plan of Budget PrePay, Inc.	May 1, 2012	09-197; 11-42
Consumer Cellular, Inc.	Consumer Cellular Amended Revised Compliance Plan	April 18, 2012	09-197; 11-42
Global Connection, Inc. of America	Global Connection Inc. of America Compliance Plan	April 30, 2012	09-197; 11-42
TerraCom, Inc.	TerraCom, Inc. Second Revised Blanket Forbearance Compliance Plan	May 1, 2012	09-197; 11-42
Total Call Mobile, Inc.	Total Call, Inc. Revised Compliance Plan	May 17, 2012	09-197; 11-42

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

<p>In the Matter of</p> <p>Telecommunications Carriers Eligible to Receive Universal Service Support</p> <p>Lifeline and Link Up Reform and Modernization</p> <p>Global Connection Inc. of America</p>	<p>WC Docket No. 09-197</p> <p>WC Docket No. 11-42</p>
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GLOBAL CONNECTION INC. OF AMERICA COMPLIANCE PLAN

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

The Company commends the Commission’s commitment to a nationwide communications system that promotes the safety and welfare of all Americans, including

¹ The Company hereby also reports its corporate and trade names, identifiers, and its holding company, operating companies and affiliates as: Stand Up Wireless (dba), and Global Connection Holdings Corporation (holding company). This Compliance Plan applies only to Global Connection’s wireless Lifeline service offerings.

² See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report And Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012) (“*Lifeline Reform Order*”). The Company herein submits the information required by the Compliance Plan Public Notice. See *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197, 11-42, Public Notice, DA 12-314 (rel. Feb. 29, 2012).

Lifeline customers. Global Connection will comply with 911 requirements as described below and it is submitting this Compliance Plan in order to qualify for blanket forbearance from the facilities requirement of section 214(e)(1)(A) of the Communications Act and participate as an eligible telecommunications carrier (“ETC”) in the Lifeline program.³

Global Connection will comply fully with all conditions set forth in the *Lifeline Reform Order*, as well as with the Commission’s Lifeline rules and policies more generally.⁴ This Compliance Plan describes the specific measures that the Company intends to implement to achieve these objectives. Specifically, this Compliance Plan: (1) describes the specific measures that the Global Connection will take to implement the obligations contained in the *Lifeline Reform Order*, including the procedures the Company follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the low income fund, materials related to initial and ongoing certifications and sample marketing materials; and (2) provides a detailed description of how Global Connection offers Lifeline services, the geographic areas in which it offers services, and a detailed description of the Company’s Lifeline service plan offerings.

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

⁴ In addition, this Compliance Plan is consistent with the compliance plan filed by Cricket Communications, Inc. See Notice of *Ex Parte* Communication of Cricket Communications, Inc., WC Docket No. 09-197 (Sept. 23, 2011) (“Cricket Compliance Plan”). The Wireline Competition Bureau approved the Cricket Compliance Plan on February 7, 2012. See *Telecommunications Carriers Eligible for Universal Service Support, Cricket Communications, Inc. Petition for Forbearance*, WC Docket No. 09-197, Order, DA 12-158 (Feb. 7, 2012).

ACCESS TO 911 AND E911 SERVICES⁵

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

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

Global Connection's existing practices currently provide access to 911 and E911 services for all customers. The Company uses Sprint and Verizon Wireless as its underlying network provider/carrier. Sprint and Verizon Wireless route 911 calls from the Company's customers in the same manner as 911 calls from their own retail customers. To the extent that Sprint or Verizon Wireless is certified in a given PSAP territory, this 911 capability will function the same for the Company. Global Connection also currently enables 911 emergency calling services for all properly activated handsets regardless of whether the account associated with the handset is active or suspended.

⁵ See Compliance Plan Public Notice at 3.

⁶ See *Lifeline Reform Order*, ¶ 373.

Finally, Global Connection transmits all 911 calls initiated from any of its handsets even if the account associated with the handset has no remaining minutes.

E911-Compliant Handsets. Global Connection will ensure that all handsets used in connection with the Lifeline service offering are E911-compliant. In point of fact, the Company's phones have always been and will continue to be 911 and E911-compliant. The Company uses phones from BDI Logistics LLC that have been through a stringent certification process, which ensures that the handset models used meet all 911 and E911 requirements. As a result, any existing customer that qualifies for and elects Lifeline service will already have a 911/E911-compliant handset, which will be confirmed at the time of enrollment in the Lifeline program. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well, free of charge.

COMPLIANCE PLAN

I. PROCEDURES TO ENROLL A SUBSCRIBER IN LIFELINE⁷

A. Policy

Global Connection will comply with the uniform eligibility criteria established in new section 54.409 of the Commission's rules (when it becomes effective on June 1, 2012), as well as any additional certification and verification requirements for Lifeline eligibility in states where the Company is designated as an ETC.

Therefore, all subscribers will be required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a

⁷ See Compliance Plan Public Notice at 3.

household of that size; or (2) the household's participation in one of the federal assistance programs listed in new sections 54.409(a)(2) or 54.409(a)(3) of the Commission's rules. In addition, through the certification requirements described below, the Company will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

B. Eligibility Determination

More than 90 percent of Global Connection's customer enrollment is done in-person at events hosted by the Company, as opposed to over the phone or the Internet. At such events, Global Connection requires all prospective customers to show a valid government-issued photo identification, which is electronically scanned to detect alterations. Each prospective customer is checked against Global Connection's internal database in real-time to ensure that the customer does not already receive a Lifeline benefit from the Company before the customer is enrolled.

As discussed in further detail in Section I.F. below, all employees or agents ("Company personnel") that conduct such in-person enrollments are trained regarding the eligibility and certification requirements in the *Lifeline Reform Order* and this Compliance Plan, including the one-per-household requirement, and told to inform potential customers of those requirements. New Company personnel undergo an initial mandatory training session where they are given training materials, as well as shown visual examples of documents acceptable to demonstrate eligibility for the Lifeline program.

If Global Connection cannot determine a prospective subscriber's eligibility for Lifeline by accessing income databases or program eligibility databases, Company

personnel will review documentation establishing eligibility pursuant to the Lifeline rules.⁸ All personnel who interact with current or prospective customers will be trained to assist Lifeline applicants in determining whether they are eligible to participate based on the federal and state-specific income-based and/or program-based criteria. These personnel will be trained to answer questions about Lifeline eligibility, and will review required documentation to determine whether it satisfies the *Lifeline Reform Order* and state-specific eligibility requirements using state-specific checklists.⁹

Proof of Eligibility. Company personnel will be trained on acceptable documentation required to establish income-based and program-based eligibility.¹⁰ Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (*e.g.*, the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.¹¹

Acceptable documentation of income eligibility includes the prior year's state, federal, or Tribal tax return; current income statement from an employer or paycheck stub; a Social Security statement of benefits; a Veterans Administration statement of benefits; a retirement/pension statement of benefits; an Unemployment/Workmen's

⁸ See *Lifeline Reform Order*, ¶ 100; section 54.410(b)(1)(i)(B), 54.410(c)(1)(i)(B); Cricket Compliance Plan at 4.

⁹ See Cricket Compliance Plan at 6.

¹⁰ See *Lifeline Reform Order*, ¶ 101.

¹¹ *Id.* and section 54.410(c)(1)(i)(B).

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.¹²

Company personnel will examine this documentation for each Lifeline applicant, and will record the type of documentation used to satisfy the income- or program-based criteria by checking the appropriate box on the application form.¹³ The Company will not retain a copy of this documentation.¹⁴ Where the Company personnel conclude that proffered documentation is insufficient to establish such eligibility, Global Connection will deny the associated application and inform the applicant of the reason for such rejection.¹⁵ In the event that Company personnel cannot ascertain whether documentation of a specific type is sufficient to establish an applicant's eligibility, the matter will be escalated to supervisory personnel.¹⁶

De-Enrollment for Ineligibility. If Global Connection has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, the Company will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.¹⁷ A demonstration of eligibility must comply with the annual verification procedures below and found in new rule section 54.410(f), including the submission of a certification form.

¹² See *Lifeline Reform Order*, ¶101; section 54.410.(b)(1)(i)(B).

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

¹⁴ See *Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(ii), 54.410(c)(1)(ii).

¹⁵ See Cricket Compliance Plan at 6.

¹⁶ See *id.*

¹⁷ See *Lifeline Reform Order*, ¶ 143; section 54.405(e)(1).

C. Subscriber Certifications for Enrollment

Global Connection will implement certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the *Lifeline Reform Order*, together with any additional state certification requirements.¹⁸ The Company shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent the Company's customers from engaging in such abuse of the program, inadvertently or intentionally.¹⁹ Every applicant will be required to complete an application/certification form containing disclosures, and collecting certain information and certifications as discussed below.²⁰ Applicants that do not complete the form in person will be required to return the signed application/certification to the Company by mail, facsimile, electronic mail or other electronic transmission. In addition, Company personnel will verbally explain the certifications to consumers when they are enrolling in person or over the phone.²¹

Disclosures. The Company's application and certification forms will include the following disclosures: (1) Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program; (2) only one Lifeline service is available per household; (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses; (4) a

¹⁸ *Lifeline Reform Order*, ¶ 61; section 54.410(a).

¹⁹ *See Cricket Compliance Plan* at 3.

²⁰ *See Model Application/Certification Form*, included as Exhibit A. *See Compliance Plan Public Notice* at 3.

²¹ *See Lifeline Reform Order*, ¶ 123.

household is not permitted to receive Lifeline benefits from multiple providers; (5) violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-enrollment from the program; and (6) Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.²²

Applications and certification forms will also state that: (1) the service is a Lifeline service, (2) Lifeline is a government assistance program, and (3) only eligible consumers may enroll in the program.²³

In addition, the Company will notify the applicant that the prepaid service must be personally activated by the subscriber and the service will be deactivated and the subscriber de-enrolled if the subscriber does not use the service for 60 days.²⁴

Information Collection. The Company will also collect the following information from the applicant in the application/certification form: (1) the applicant's full name;²⁵ (2) the applicant's full residential address (P.O. Box is not sufficient²⁶); (3) whether the applicant's residential address is permanent or temporary; (4) the applicant's billing address, if different from the applicant's residential address; (5) the applicant's date of birth; (6) the last four digits of the applicant's Social Security number (or the applicant's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a Social Security number); (7) if the applicant is seeking to qualify for Lifeline under the program-based criteria, the name of the qualifying assistance program from

²² See *id.*, ¶ 121; section 54.410(d)(1).

²³ See section 54.405(c).

²⁴ See *Lifeline Reform Order*, ¶ 114.

²⁵ See Cricket Compliance Plan at 4.

²⁶ See *Lifeline Reform Order*, ¶ 87.

which the applicant, his or her dependents, or his or her household receives benefits;²⁷ and (8) if the applicant is seeking to qualify for Lifeline under the income-based criterion, the number of individuals in his or her household.²⁸

Applicant Certification. Consistent with new rule section 54.410(d)(3), the Company will require the applicant to certify, under penalty of perjury, in writing or by electronic signature or interactive voice response recording,²⁹ the following: (1) the applicant meets the income-based or program-based eligibility criteria for receiving Lifeline; (2) the applicant will notify the Company within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the applicant no longer meets the income-based or program-based criteria for receiving Lifeline support, the applicant is receiving more than one Lifeline benefit, or another member of the applicant's household is receiving a Lifeline benefit; (3) if the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands; (4) if the applicant moves to a new address, he or she will provide that new address to the Company within 30 days; (5) if the applicant provided a temporary residential address to the Company, the applicant will be required to verify his or her temporary residential address every 90 days; (6) the applicant's household will receive only one Lifeline service and, to the best of the applicant's knowledge, the applicant's household is not already receiving a Lifeline service;³⁰ (7) the information contained in the applicant's certification form is true and correct to the best of the applicant's

²⁷ See Cricket Compliance Plan at 4.

²⁸ See section 54.410(d)(2). See Cricket Compliance Plan at 4.

²⁹ See *Lifeline Reform Order*. ¶¶ 168-69; section 54.419.

³⁰ See Cricket Compliance Plan at 4.

knowledge;³¹ (8) the applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and (9) the applicant acknowledges that the applicant may be required to re-certify his or her continued eligibility for Lifeline at any time, and the applicant's failure to re-certify as to the applicant's continued eligibility will result in de-enrollment and the termination of the applicant's Lifeline benefits pursuant to the de-enrollment policy included below and in the Commission's rules.

In addition, the applicant will be required to authorize Global Connection to access any records required to verify the applicant's statements on the application/certification form and to confirm the applicant's eligibility for the Company Lifeline credit.³² The applicant must also authorize the Company to release any records required for the administration of the Company Lifeline credit program, including to USAC to be used in a Lifeline program database.³³

D. Annual Verification Procedures

Global Connection will annually re-certify all subscribers by querying the appropriate eligibility databases or obtaining a signed certification from each subscriber consistent with the certification requirements above and new section 54.410(d) of the Commission's rules. This certification will include a confirmation that the applicant's household will receive only one Lifeline service and, to the best of the subscriber's

³¹ See *id.* at 5.

³² See *id.*

³³ See Section 54.404(b)(9). The application/certification form will also describe the information that will be transmitted, that the information is being transmitted to USAC to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service. See *id.* See also Cricket Compliance Plan at 5.

knowledge, the subscriber's household is receiving no more than one Lifeline service.³⁴

Further, the verification materials will inform the subscriber that he or she is being contacted to re-certify his or her continuing eligibility for Lifeline and if the subscriber fails to respond, he or she will be de-enrolled in the program.³⁵

2012 Verification. Global Connection will re-certify the eligibility of each of its existing subscribers as of June 1, 2012 on a rolling basis by the end of 2012 and report the results to USAC by January 31, 2013.³⁶ The Company will contact its subscribers via text message to their Lifeline supported telephone, or by mail, phone, email or other Internet communication. The notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact the Company.

Verification De-Enrollment. Global Connection will de-enroll subscribers that do not respond to the annual verification or fail to provide the required certification.³⁷ The Company will give subscribers 30 days to respond to the annual verification inquiry. If the subscriber does not respond, the Company will send a separate written notice explaining that failure to respond within 30 days will result in the subscriber's de-enrollment from the Lifeline program. If the subscriber does not respond within 30 days, the Company will de-enroll the subscriber within five business days.

³⁴ See *Lifeline Reform Order*, ¶ 120 and Cricket Compliance Plan at 8.

³⁵ See *Lifeline Reform Order*, ¶ 145.

³⁶ See *id.*, ¶ 130.

³⁷ See *Lifeline Reform Order*, ¶ 142; section 54.54.405(e)(4).

E. Activation and Non-Usage

Global Connection will not consider a prepaid subscriber activated, and will not seek reimbursement for Lifeline for that subscriber, until the subscriber activates the Company's prepaid service by dialing a specified dedicated number from their Global Connection-issued handset.³⁸ For enrollments at in-person events, the Lifeline application and certifications are tied to a phone number for the handset that is provided to the new Lifeline customer. The customer activates the phone in-person with the Company personnel on site. For enrollments that are over the phone or through the Internet, the phones are shipped directly to the eligible customer. The customer must sign for the phone and then use it to call the dedicated Global Connection number provided to activate the phone.

In addition, after service activation, the Company will provide a de-enrollment notice to subscribers that have not used their service for 60 days. After 60 days of non-use, the Company will provide notice to the subscriber that failure to use the Lifeline service within a 30-day notice period will result in de-enrollment.³⁹ Subscribers can "use" the service by: (1) completing an outbound call; (2) purchasing minutes from the Company to add to the subscriber's plan; (3) answering an incoming call from a party other than the Company; or (4) responding to a direct contact from the Company and confirming that the subscriber wants to continue receiving the service.⁴⁰

³⁸ See *Lifeline Reform Order*, ¶ 257; section 54.407(c)(1).

³⁹ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3). See Cricket Compliance Plan at 2 (stating that it did not need to implement a non-usage policy because it offered only plans with unlimited local and long distance calling).

⁴⁰ See *Lifeline Reform Order*, ¶ 261; section 54.407(c)(2).

If the subscriber does not respond to the notice, the subscriber will be de-enrolled and the Company will not request further Lifeline reimbursement for the subscriber. Global Connection will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.⁴¹

F. Additional Measures to Prevent Waste, Fraud and Abuse

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, Global Connection will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence.⁴²

In addition to checking the database when it becomes available, Company personnel emphasize the “one Lifeline phone per household” restriction in their direct sales contacts with potential customers.⁴³ Training materials include a discussion of the limitation to one Lifeline phone per household, and the need to ensure that the customer is informed of this restriction.⁴⁴ All customer-facing employees and agents must demonstrate understanding of the Commission’s and Global Connection’s rules and policies by completing the Company’s Lifeline training and pass a Company issued exam. The training will be updated as needed, but at least every 90 days. Further, Global Connection employs a dedicated compliance officer to oversee training and compliance matters.

⁴¹ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

⁴² See Cricket Compliance Plan at 9.

⁴³ See *id.* at 6, 9.

⁴⁴ See *id.*

Database. When the National Lifeline Accountability Database (“National Database”) becomes available, the Company will comply with the requirements of new rule section 54.404. The Company will query the National Database to determine whether a prospective subscriber is currently receiving a Lifeline service from another ETC and whether anyone else living at the prospective subscriber’s residential address is currently receiving Lifeline service.⁴⁵

One-Per-Household. Global Connection will implement the requirements of the *Lifeline Reform Order* to ensure that it provides only one Lifeline benefit per household⁴⁶ through the use of its application and certification forms discussed above, internal database checks and its marketing materials discussed below. Upon receiving an application for the Company’s Lifeline service, the Company will search its own internal records to ensure that it does not already provide Lifeline-supported service to someone at the same residential address.⁴⁷ If so, and the applicant lives at an address with multiple households, the Company will require the applicant to complete and submit a written USAC document containing the following: (1) an explanation of the Commission’s one-

⁴⁵ See *Lifeline Reform Order*, ¶ 203. Company will also transmit to the National Database the information required for each new and existing Lifeline subscriber. See *id.*, ¶¶ 189-195; section 54.404(b)(6). Further, Company will update each subscriber’s information in the National Database within ten business days of any change, except for de-enrollment, which will be transmitted within one business day. See section 54.404(b)(8),(10).

⁴⁶ A “household” is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An “economic unit” consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians. See *Lifeline Reform Order*, ¶ 74; section 54.400(h).

⁴⁷ See *Lifeline Reform Order*, ¶ 78 and Cricket Compliance Plan at 7.

per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income, pursuant to the Commission's definition; and (4) the penalty for a consumer's failure to make the required one-per-household certification (*i.e.*, de-enrollment).⁴⁸ Further, if a subscriber provides a temporary address on his or her application/certification form collected as described above, Global Connection will verify with the subscriber every 90 days that the subscriber continues to rely on that address.⁴⁹

Finally, Company personnel will inform each Lifeline applicant that he or she may be receiving Lifeline support under another name, and facilitate the applicant's understanding of what constitutes "Lifeline-supported services," and ability to determine whether he or she is already benefiting from Lifeline support, by informing the consumer that not all Lifeline services are currently marketed under the name Lifeline.

Marketing Materials. Within the deadline provided in the *Lifeline Reform Order*, the Company will include the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service,⁵⁰ (2) Lifeline is a government assistance program, (3) the service is non-transferable, (4) only eligible consumers may enroll in the program, (5) the program is limited to one discount per household; (6) what documentation is necessary for enrollment; (7) Global Connection's name (the ETC); and (8) consumers who willfully make a false statement in order to

⁴⁸ *Id.*

⁴⁹ *See Lifeline Reform Order*, ¶ 89.

⁵⁰ *See Cricket Compliance Plan* at 4.

obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.⁵¹ These statements will be included in all print, audio video and web materials (including social networking media) used to describe or enroll customers in the Company's Lifeline service offering, as well as the Company's application forms and certification forms.⁵² This specifically includes the Company's website (www.StandUpWireless.com) and outdoor signage.⁵³ A sample of the Company's marketing materials is included as Exhibit B.

G. Company Reimbursements From the Fund

To ensure that the Global Connection does not seek reimbursement from the Fund without a subscriber's consent, the Company will certify, as part of each reimbursement request, that it is in compliance with all of the Commission's Lifeline rules and, to the extent required, has obtained valid certification and verification forms from each of the subscribers for whom it is seeking reimbursement.⁵⁴ Further, the Company will transition the submission of its FCC Forms 497 to the eighth day of each month in order to be reimbursed the same month, and inform USAC, to the extent it deems necessary, to transition its reimbursement process to actual claims rather than projected claims over the course of more than one month.⁵⁵ In addition, the Company will keep accurate records as directed by USAC⁵⁶ and as required by new section 54.417 of the Commission's rules.

⁵¹ See *Lifeline Reform Order*, ¶ 275; section 54.405(c).

⁵² *Id.*

⁵³ *Id.*

⁵⁴ See *Lifeline Reform Order*, ¶ 128; section 54.407(d).

⁵⁵ See *Lifeline Reform Order*, ¶¶ 302-306.

⁵⁶ See section 54.407(e).

H. Annual Company Certifications

The Company will submit an annual certification to USAC, signed by a Global Connection officer under penalty of perjury, that the Company: (1) has policies and procedures in place to review consumers' documentation of income- and program-based eligibility and ensure that its Lifeline subscribers are eligible to receive Lifeline services;⁵⁷ (2) is in compliance with all federal Lifeline certification procedures;⁵⁸ and (3) has obtained a valid certification form for each subscriber for whom the carrier seeks Lifeline reimbursement.⁵⁹

In addition, the Company will provide the results of its annual re-certifications/verifications on an annual basis to the Commission, USAC, the applicable state commission and the relevant Tribal governments (for subscribers residing on Tribal lands).⁶⁰ Further, as discussed above, Global Connection will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.⁶¹

The Company will also annually report to the Commission, USAC, and relevant state commissions and the relevant authority in a U.S. territory or Tribal government as appropriate,⁶² the company name, names of the company's holding company, operating companies and affiliates, and any branding (such as a "dba" or brand designation) as well as relevant universal service identifiers for each entity by Study Area Code.⁶³ The

⁵⁷ See *Lifeline Reform Order*, ¶ 126; section 54.416(a)(1).

⁵⁸ See *Lifeline Reform Order*, ¶ 127; section 54.416(a)(2).

⁵⁹ See section 54.416(a)(3).

⁶⁰ See *Lifeline Reform Order*, ¶¶ 132,148; section 54.416(b).

⁶¹ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

⁶² See section 54.422(c).

⁶³ See *Lifeline Reform Order*, ¶¶ 296, 390; section 54.422(a).

Company will report annually information regarding the terms and conditions of its Lifeline plans for voice telephony service offered specifically for low income consumers during the previous year, including the number of minutes provided and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.⁶⁴ Finally, Global Connection will annually provide detailed information regarding service outages in the previous year, the number of complaints received and certification of compliance with applicable service quality standards and consumer protection rules, as well as a certification that the Company is able to function in emergency situations.⁶⁵

I. Cooperation with State and Federal Regulators

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

- Make available state-specific subscriber data, including the names and addresses of Lifeline subscribers, to USAC and to each state public utilities commission where the Company operates for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier;⁶⁶
- Assist the Commission, USAC, state commissions, and other ETCs in resolving instances of duplicative enrollment by Lifeline subscribers, including by providing to USAC and/or any state commission, upon request, the necessary information to detect and resolve duplicative Lifeline claims;
- Promptly investigate any notification that it receives from the Commission, USAC, or a state commission to the effect that one of its customers already receives Lifeline services from another carrier; and

⁶⁴ See *Lifeline Reform Order*, ¶ 390; section 54.422(b)(5).

⁶⁵ See *Lifeline Reform Order*, ¶ 389; section 54.422(b)(1)-(4).

⁶⁶ The Company anticipates that the need to provide such information will sunset following the implementation of the national duplicates database.

- Immediately de-enroll any subscriber whom the Company has a reasonable basis to believe⁶⁷ is receiving Lifeline-supported service from another ETC or is no longer eligible – whether or not such information is provided by the Commission, USAC, or a state commission.⁶⁸

II. Description of Lifeline Service Offerings⁶⁹

Global Connection will offer its wireless Lifeline service in the states where it is designated as an ETC⁷⁰ and throughout the coverage area of its underlying provider(s) Sprint and Verizon Wireless. The Company's Lifeline offering will provide customers with 100 anytime prepaid minutes per month, plus 100 anytime text messages, with rollover, at no charge. Additionally, the Company will offer a 250 anytime talk and text plan without rollover (one minute of talk time for each text). Lifeline customers can purchase additional bundles of minutes in denominations of \$5 (40 minutes), \$10 (100 minutes), \$20 (250 minutes), \$30 (500 minutes) and \$50 (1000 minutes). Airtime "top-up" minutes are available for purchase at the Company's retail locations, through customer service and on its website. Text messaging is available at the rate of one minute of talk time per text message. Additional information regarding the Company's plans, rates and services can be found on its website www.StandUpWireless.com.

In addition to free voice services, Global Connection's Lifeline plan will include a free handset and custom calling features at no charge, including Caller ID, Call Waiting, and Voicemail. All plans include domestic long-distance at no extra per minute charge.

⁶⁷ See section 54.405(e)(1).

⁶⁸ See Cricket Compliance Plan at 10.

⁶⁹ See Compliance Plan Public Notice at 3.

⁷⁰ Global Connection is currently designated as an ETC in Arkansas, Louisiana, Maryland, Missouri and West Virginia.

Calls to 911 emergency services are always free, regardless of service activation or availability of minutes.

III. Demonstration of Financial and Technical Capabilities and Certifications Required for ETC Designation⁷¹

Financial and Technical Capabilities. Revised Commission rule 54.202(a)(4), 47 C.F.R. 54.202(a)(4), requires carriers petitioning for ETC designation to demonstrate financial and technical capability to comply with the Commission's Lifeline service requirements.⁷² The Compliance Plan Public Notice requires that carriers' compliance plan include this demonstration. Among the factors the Commission will consider are: a carrier's prior offering of service to non-Lifeline subscribers, the length of time the carrier has been in business, whether the carrier relies exclusively on Lifeline reimbursement to operate; whether the carrier receives revenues from other sources and whether the carrier has been the subject of an enforcement action or ETC revocation proceeding in any state.

Global Connection has been offering non-Lifeline and Lifeline wireline service since 1998 and began providing non-Lifeline and Lifeline-supported wireless service in April, 2011. The Company generates substantial revenues from non-Lifeline services and has access to capital from its investors. The majority owner of Global Connection is Milestone Partners, a Pennsylvania private equity firm. Consequently, Global Connection has not relied, and will not be relying exclusively on Lifeline reimbursement for the Company's operating revenues. The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

⁷¹ See Compliance Plan Public Notice at 3.

⁷² See *Lifeline Reform Order*, ¶¶ 387-388 (revising Commission rule 54.202(a)(4)).

Service Requirements Applicable to the Company's Support. The Compliance Plan Public Notice requires carriers to include "certifications required under newly amended section 54.202 of the Commission's rules."⁷³ Global Connection certifies that it will comply with the service requirements applicable to the support the Company receives.⁷⁴ The Company provides all of the telecommunications service supported by the Lifeline program and will make the services available to all qualified consumers throughout the states in which it is designated as an ETC. The Company's services include voice telephony services that provide voice grade access to the public switched network or its functional equivalent. Further, the Company's service offerings provide its customers with a set number of minutes of use for local service at no charge to the customer. The Company's current Lifeline offerings include packages in Section II *supra* that can be used for local and domestic toll service.

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

Finally, Global Connection will not provide toll limitation service ("TLS"), which allows low income consumers to avoid unexpected toll charges. However, since the Company is a prepaid service provider, customers cannot be disconnected for failure to pay toll charges, nor are there additional charges for exceeding their minutes. Further, the Company, like most wireless carriers, does not differentiate domestic long distance

⁷³ Compliance Plan Public Notice at 3.

⁷⁴ 47 C.F.R. § 54.202(a)(1).

toll usage from local usage and all usage is paid for in advance. Pursuant to the *Lifeline Reform Order*, subscribers to such services are not considered to have voluntarily elected to receive TLS.⁷⁵

IV. Conclusion

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

Respectfully submitted,



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*Counsel to Global Connection Inc. of
America*

April 30, 2012

⁷⁵ See *Lifeline Reform Order*, ¶ 230.

EXHIBIT A



Global Connection Inc. of America

Global Connection Inc. of America D/B/A StandUP Wireless
State Wireless Lifeline Service Application and CertificationMail or fax form completed and signed form to:
Fax 1.888.878.9323 / Customer Service: 1.800.544.4441

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

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

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

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

- | | |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP) |
| <input type="checkbox"/> Medicaid (not Medicare) | <input type="checkbox"/> National School Lunch Program's free lunch program |
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Income at or below 135% of Federal Poverty Guidelines |

Customer Application Information:

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

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

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

Home Telephone Number (if available): _____

Residential Address (P.O. Box NOT sufficient)

Number: _____ Apt: _____ Street _____ City _____

State: _____ Zip Code: _____

Address is (choose one): Permanent Temporary

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

Number: _____ Apt: _____ Street _____ City _____

State: _____ Zip Code: _____

Multiple households sharing and address:

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

Activation and usage requirement disclosures: This service is a prepaid service and you must personally activate it by calling **1.877.283.3890**. 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 the box next to each line):

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

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

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

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

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

- Section 8 Federal Public Housing Assistance (FPHA)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program's free lunch program
- Food Distribution Program on Indian Reservations (FDPIR)
- Bureau of Indian Affairs General Assistance (BIA)
- Tribally Administered TANF (TATNF)
- Head Start (meeting income qualifying standards)
- State Program 1
- State Program 2

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

List B - Choose 1:

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

Applicant Account Number	Agent/Dealer Number

EXHIBIT B

FREE
CELL PHONE
FREE MINUTES & TEXTS

See reverse for more info!

250
MINUTES

**EACH MONTH.
EVERY MONTH.**



ALL qualifying customers get:

**FREE Cell Phone
& Activation**

1.800.544.4441
www.StandUpWireless.com



Complaints concerning Lifeline/ Linkup service can be directed to the
XXXXX Public Service Commission's Consumer Affairs Unit at 000-000-0000.

FREE
CELL PHONE
FREE MINUTES & TEXTS

See reverse for more info!

100
ANYTIME MINUTES
100
TEXT MESSAGES

**EACH MONTH.
EVERY MONTH.**

WITH ROLLOVER



ALL qualifying customers get:

**FREE Cell Phone
& Activation**

1.800.544.4441
www.StandUpWireless.com



Complaints concerning Lifeline/ Linkup service can be directed to the
XXXXX Public Service Commission's Consumer Affairs Unit at 000-000-0000.



1.800.544.4441
www.StandUpWireless.com



IMPORTANT **LIFELINE WIRELESS SERVICE INFORMATION:**

Lifeline is a government assistance program. **Only one Lifeline service is available per household.** A violation of the one-per-household limitation constitutes a violation of the Federal Communication Commission's rules and will result in your de-enrollment from the program. **Your household is not permitted to receive multiple Lifeline benefits** whether they be from one or multiple companies. This includes wireline and wireless services. **Lifeline is a non-transferable benefit.** You may not transfer your benefit to any other person. **You must activate your service. You must use your phone to continue to receive service.** Should you not use your service for 60 days you will be de-enrolled. **Lifeline is a federal benefit.** Willingly making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program. **Proof of eligibility is required and only eligible customers may enroll.** Proof may consist of eligible program card or statement of benefits.

Global Connection Inc. of America

Global Connection Inc. of America
D/B/A StandUP Wireless

Tel: 1-800-544-4441 • Fax: 1-888-647-1499
P.O. Box 48269 Atlanta, GA 30362-1269



WIRELESS LIFELINE SERVICE
APPLICATION AND CERTIFICATION
COLORADO

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

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

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

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

- | | |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP) |
| <input type="checkbox"/> Medicaid (not Medicare) | <input type="checkbox"/> National School Lunch Program's free lunch program |
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Income at or below 135% of Federal Poverty Guidelines |

Customer Application Information:

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

Date of Birth: Month: _____ Day: _____ Year: _____ Last Four Digits of Social Security Number 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) Address is (choose one): Permanent Temporary Contact Number _____

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

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

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

Multiple households sharing an 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 1.877.283.3890. 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.

If Qualifying person is different (Example: Child on School Lunch):

Name of qualifying individual

(If different than applicant; if different see Additional Certifications):

The individual named on the documentation you provided to demonstrate eligibility is part of your household and does not already receive Lifeline benefits.

Additional certifications. I hereby certify, under penalty of perjury, that (Check the box next to each line):

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

Applicant's Signature:

Date:

FOR AGENT USE ONLY (check the appropriate boxes for the proof of eligibility viewed; do not copy or retain documentation):

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

- | | | | |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> The prior year's state, federal, or Tribal tax return, | <input type="checkbox"/> A Veterans Administration statement of benefits, | <input type="checkbox"/> Federal or Tribal notice letter of participation in General Assistance, or | If the documentation of income does not cover a full year, the applicant must present the same type of documentation covering 3 consecutive months within the previous 12 months. |
| <input type="checkbox"/> Current income statement from an employer or paycheck stub, | <input type="checkbox"/> A retirement/pension statement of benefits | <input type="checkbox"/> A divorce decree, child support award, or other official document. | |
| <input type="checkbox"/> A Social Security statement of benefits, | <input type="checkbox"/> An Unemployment/Workmen's Compensation statement of benefits, | | |

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)

Income Eligibility

List B - Choose 1:

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

Last 4 digits of Doc / ID# from List B

Date of Proof Document: _____ / _____ / _____

Expiration Date of Proof Document: _____ / _____ / _____

Applicant Account Number: _____

Agent/Dealer Number: _____