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**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1437

In the Matter of
TRACFONE WIRELESS, INC.

STIPULATION

Application for Designation as an Eligible
Telecommunications Carrier.

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This Stipulation is entered into for the purpose of resolving all issues in this proceeding by and among the parties as set forth below.

PARTIES

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1. The parties to this Stipulation (the "Stipulation") are TracFone Wireless, Inc. ("TracFone"), Staff of the Public Utility Commission of Oregon ("Staff"), Citizens' Utility Board of Oregon ("CUB"), and the Oregon Office of Emergency Management ("OEM"), representing all of the parties to the proceeding (together, the "Parties" and individually, a "Party").

BACKGROUND

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2. On August 7, 2009, TracFone filed its Application for designation as an Eligible Telecommunications Carrier ("ETC") with the Public Utility Commission of Oregon (the "Commission"). TracFone filed a First Amended Application on October 27, 2009. TracFone filed an Application for approval as an Eligible Telecommunications Provider ("ETP") under OAR Chapter 860, Division 033: Residential Service Protection Fund (the "RSPF Rules"), on April 9, 2010. On August 24, 2010, TracFone requested suspension of the schedule in the docket; the request was granted on August 25, 2010. On November 8, 2010, the docket was reactivated at TracFone's request. TracFone filed a Second Amended Application on January 7, 2011, along with direct testimony and exhibits in support thereof. TracFone's Second Amended

1 Application for designation as an ETC and its Application for approval as an ETP are together
2 referred to herein as the "Second Application."

3 3. The Commission opened this docket to consider TracFone's Application. CUB
4 intervened in this docket and the Commission granted OEM and the Oregon
5 Telecommunications Association ("OTA") permission to intervene as parties in this docket.
6 OTA subsequently withdrew as a party to this proceeding. Staff and CUB served data requests
7 on TracFone to which TracFone has responded.

8 4. On March 23, 2011, Staff, CUB, and OEM filed testimony in response to
9 TracFone's Second Amended Application and direct testimony.

10 5. Staff, CUB, and OEM have reviewed TracFone's Application, First Amended
11 Application, Second Amended Application, ETP Application, the pre-filed testimony and
12 exhibits of TracFone, TracFone's responses to the extensive discovery requests submitted in this
13 proceeding, and additional information provided by TracFone.

14 6. On May 26, 2010, the Parties held a workshop/settlement conference. The Parties
15 held further settlement conferences, both in person and via teleconference, on July 13, 2010,
16 March 29, 2011, April 19, 2011, April 20, 2011, May 25, 2011, and June 7, 2011. The
17 settlement conferences have been open to all parties to this docket.

18 **AGREEMENT AND CONDITIONS**

19 7. The Parties agree that TracFone's designation as an ETC and ETP in Oregon is,
20 with application of the following terms, conditions, and certain waivers, in the public interest.

21 8. First, the Commission recognizes and accepts forbearance from the requirement
22 in 47 U.S.C. § 214(e) that an ETC provide services, at least in part, over its own facilities,
23 granted by the FCC to TracFone in FCC 05-165.

24 9. Second, the Parties agree that TracFone meets all initial designation and annual
25 recertification requirements established in Order No. 06-292, except as specified herein.
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1 amendment to the RSPF Rules is required for the Commission to grant some of the waivers
2 requested herein, the Parties agree and hereby request that the Commission open a rulemaking
3 proceeding to consider amendments to the specific RSPF Rules, and rule subsections, for which
4 waiver is requested. The Parties also agree and hereby request that the Commission issue a
5 temporary rule, effective at the earliest possible date, to permit waiver of the specific RSPF
6 Rules, or rule subsections, for which waiver is requested.

7 18. TracFone agrees that it will pass through to its Lifeline customers as free wireless
8 telephone service all funds received from the federal universal service fund in addition to \$3.50
9 per customer per month that TracFone provides. TracFone will provide \$3.50 per Lifeline
10 customer per month of its own funds to obtain Tier III matching support from the federal
11 universal service low-income fund.

12 19. For the period of not less than two years from the date of its ETC and ETP
13 designations, TracFone will pay the RSPF surcharge to the Commission for each of its enrolled
14 Oregon Lifeline customers on behalf of those customers. The surcharge currently is \$0.12 per
15 month per instrument. TracFone further agrees that it will contribute to the Residential Service
16 Protection Fund, through the Commission, an additional amount per month for each of its
17 enrolled Oregon Lifeline customers to help offset any incremental costs to the RSPF program.
18 The amount of the additional contribution will be the difference between \$0.20 per month per
19 Oregon Lifeline customer and the amount of the RSPF surcharge. Thus, the initial additional
20 contribution amount per month per Oregon Lifeline customer will be \$0.08. TracFone agrees
21 that it will make the additional contribution amount for a period not less than two years from the
22 date of ETC and ETP designations; however, in the event that it is determined that TracFone is
23 liable for payment of RSPF surcharges for non-Lifeline customers, TracFone will not be required
24 to make the additional contribution for any period for which TracFone pays the RSPF surcharge
25 for its non-Lifeline customers. If the law governing application of the RSPF surcharge changes,
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1 then the Parties agree to meet and discuss whether TracFone should be required to continue to
2 make the additional contribution. TracFone may commence a proceeding to determine the
3 continued applicability of the RSPF surcharge for the period following these initial two years.

4 20. Notwithstanding the request for waiver of certain subsections of OAR 860-033-
5 0006, TracFone will make the payments described in Paragraph 19 and related reports according
6 to the time frames and processes set forth in OAR 860-033-0006(4)–(9).

7 21. Each applicant for Lifeline service from TracFone will complete and submit the
8 OTAP application to the Commission. Staff will revise the OTAP application so that it
9 (1) allows for the applicant’s name to be on the phone account, rather than the phone bill in cases
10 where no bill is rendered and (2) does not require that the applicant currently have telephone
11 service from its desired ETC, at the time of the application. Staff will perform the eligibility
12 verification functions and report the results to TracFone in a reasonable period of time as is
13 expected by the other ETPs.

14 22. If TracFone ships an activated handset to a customer on or after the twentieth
15 (20th) day of any calendar month, TracFone will not request Lifeline support for that customer
16 for that month.

17 23. TracFone will implement in Oregon its “60-day Non-Usage Policy” currently
18 implemented by it in every State in which TracFone provides Lifeline-supported service as an
19 ETC and as acknowledged by the FCC. The current policy is set forth in Exhibit D.

20 24. TracFone will offer its SafeLink Wireless® Lifeline services (the current plans
21 are described in Exhibit E) to eligible customers in Oregon at no charge to the customer. In
22 addition, TracFone will offer its Lifeline customers the ability to purchase additional minutes of
23 use at a rate no higher than \$0.10 per minute. The \$0.10 per minute rate will be available to
24 Oregon Lifeline customers in connection with the purchase of any TracFone prepaid airtime
25 card, whether available for purchase at retail vendor locations or for online purchase through
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1 TracFone's website (www.tracfone.com). This will include the option of purchasing 100
2 minutes of additional usage for \$9.99 (plus any applicable taxes) for online purchases. This
3 information will be prominently displayed on TracFone's SafeLink Wireless® website
4 (www.safelink.com).

5 25. TracFone will deactivate and replace the handset of a Lifeline customer one time
6 during the first year of service if it is not working for any reason. In addition, if TracFone
7 activates a customer's Lifeline service on a network using one wireless technology (i.e., either
8 GSM or CDMA) and the customer is unable to utilize the service from his or her residence,
9 TracFone will deactivate and replace the handset with one utilizing the other technology,
10 provided that the customer resides in an area where service is available from a carrier which
11 utilizes the other technology. By way of example, if TracFone activates a customer on a network
12 of a carrier which utilizes CDMA technology and the customer complains that the underlying
13 carrier's coverage is not satisfactory at his or her residence, then TracFone will deactivate the
14 CDMA-based handset and provide the customer with a GSM handset and will activate the
15 customer's Lifeline service on a GSM network, if a GSM provider has coverage where the
16 customer resides. Once each month, for each customer who received a handset utilizing different
17 technology as described in this paragraph during that month, TracFone will report the customer's
18 name, address, phone number and Commission-assigned OTAP identification number to the
19 OTAP manager in an electronic format accessible by the Commission.

20 26. TracFone will give Staff at least 60 calendar days advance notice before it begins
21 offering Lifeline services in Oregon. TracFone will notify Staff of all its Oregon marketing
22 campaigns at least twenty-one (21) calendar days in advance. In addition, TracFone will submit
23 all proposed marketing and advertising material, including but not limited to television and radio
24 Public Service Announcements, for Staff review at least twenty-one (21) calendar days in
25 advance of publishing or releasing the advertisement. TracFone agrees to discuss any concerns
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1 Staff may have with respect to any such advertising materials and to work in good faith to
2 address such concerns. TracFone further agrees that its advertising will reflect Oregon-specific
3 eligibility requirements.

4 27. TracFone will submit all material revisions to the terms of its service offerings to
5 Lifeline customers to Commission Staff and to CUB for review at least thirty (30) calendar days
6 before implementing such revisions. TracFone agrees to discuss any concerns Staff or CUB may
7 have with respect to any such revisions and to work in good faith to address such concerns.

8 28. TracFone will offer its monthly "NET 10" service plans to Oregon Lifeline
9 customers at the earliest practicable time following its designation as an ETC, but no later than
10 March 31, 2012, and will apply the federal Lifeline discount, as well as \$3.50 from TracFone,
11 each month to the regular charges. TracFone will comply with the pro rata requirements in
12 accordance with OAR 860-033-0035(2) for its "NET 10" monthly service plans. Parties
13 understand that TracFone may require a Lifeline customer to agree to arrange an automatic
14 payment method, such as with a credit card, a debit card, or an electronic transfer from a bank
15 account that will permit TracFone to charge the customer at the beginning of each month without
16 requiring the issuance of a bill to the customer. Additionally, customers selecting Lifeline
17 NET 10 services may be responsible for the purchase of their own handset at a standard NET 10
18 price. TracFone further agrees to provide a progress update on the status of the service offering
19 by October 1, 2011.

20 29. TracFone will engage in good faith discussions with Walmart to make available
21 "Straight Talk" service plans to Lifeline customers, with appropriate Lifeline discounts (federal
22 Lifeline discount and \$3.50 from TracFone) applied each month to the regular charges and
23 TracFone will comply with the pro rata requirements in accordance with OAR 860-033-0035(2)
24 for its "Straight Talk" monthly service plans once it offers its Lifeline discount. TracFone will
25 provide quarterly progress reports to Staff, CUB, and other interested Parties, beginning on or
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1 before the 90th day after the date of the Order designating TracFone as an ETP, that demonstrate
2 and document negotiations, progress and unresolved issues towards making Straight Talk
3 services available to Lifeline customers.

4 30. TracFone agrees to cooperate with OEM to support legislation that would
5 establish competitively neutral and non-discriminatory means for collection of the 9-1-1 tax from
6 consumers of non-billed services such as prepaid wireless services.

7 31. Prior to designation as an ETP in Oregon, TracFone will submit to the
8 Commission and to OEM written certification that all handsets offered to customers are E911-
9 capable and are able to provide to PSAPs the information specified under the FCC's Phase I and
10 Phase II E911 rules.

11 32. TracFone will ensure that it makes available adequate personnel for daily
12 communications with Staff regarding Lifeline questions and concerns and Lifeline reporting
13 issues. TracFone will also make available adequate personnel for raising issues to appropriate
14 levels of authority above the customer service representative level for resolution, including but
15 not limited to issues related to loss prevention. The personnel made available will have the
16 authority to deactivate a customer's phone. TracFone will provide designated personnel's
17 contact information including but not limited to e-mail addresses and telephone numbers to the
18 OTAP manager.

19 33. TracFone agrees that its Lifeline customers will be able to make customer service
20 calls by dialing "611" without deducting any of their allotted free minutes (also referred to as
21 "airtime").

22 34. When the Commission notifies TracFone of customers who meet eligibility
23 criteria, TracFone agrees to report to the OTAP manager weekly the customers' names,
24 addresses, TracFone-assigned phone numbers and Commission-assigned OTAP identification
25 numbers in an electronic format accessible by the Commission. The report will list any
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1 discrepancy, pursuant to OAR 860-033-0046(4), that prevents a customer from receiving
2 Lifeline service (e.g., undeliverable shipment of activated handset, etc.). The parties agree to
3 revisit this requirement after one year to determine if a less-frequent report is warranted.

4 35. Pursuant to OAR 860-033-0046 (2) and (3), TracFone agrees to report all
5 customers receiving Lifeline in a given month. TracFone agrees to list all customers' names,
6 addresses, phone numbers and Commission-assigned OTAP identification numbers. TracFone
7 agrees to identify on the report customers whose addresses, phone numbers or plans have
8 changed in TracFone's records.

9 Special reports

10 36. TracFone agrees to provide quarterly to Staff and to CUB, the Oregon-specific
11 reports attached as Exhibit F.

12 37. TracFone agrees to provide Staff a copy of Oregon-specific monthly Lifeline
13 Worksheets (Form 497) that it submits to the Universal Service Administrative Company from
14 which it claims or seeks low-income reimbursement or support. Such reports shall be submitted
15 monthly to the OTAP manager. In conjunction with Form 497, TracFone agrees to report the
16 customers' names, addresses, phone numbers and Commission-assigned OTAP identification
17 number for which it requests claims of low-income support from the federal Universal Service
18 Fund to the OTAP manager in an electronic format accessible by the Commission.

19 38. All Parties agree that the General Protective Order entered in this proceeding on
20 May 20, 2010 (Order No. 10-189) applies to information that TracFone is required to submit to
21 the Commission, Staff, or CUB under the terms of this Stipulation, which includes but is not
22 limited to, information required in paragraphs 25, 26, 27, 29, 34, 35, 36, and 37. Notwithstanding
23 the Protective Order requirements for filing such material on yellow paper, the Parties agree that
24 such information may be submitted to Staff, CUB and other Parties electronically, as required in
25 the Stipulation. Notwithstanding this condition, nothing prohibits Staff from sharing such
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1 information with the FCC and USAC, upon request of those entities or as reasonably required for
2 the performance of Staff's, FCC's or USAC's duties.

3 4 **GENERAL TERMS**

5 39. The Parties agree to support Commission approval of TracFone's request for
6 initial ETC and ETP designations, consistent with the terms and conditions specified in this
7 Stipulation. The Parties will encourage the Commission to issue an order approving TracFone's
8 Second Application and the Stipulation as soon as possible. This Stipulation will be offered into
9 the record of this proceeding as evidence pursuant to OAR 860-001-0350(7). The Parties agree
10 to support this Stipulation throughout this proceeding and any appeal, and to provide either
11 witnesses to sponsor testimony or legal representatives to support this Stipulation. The Parties
12 will recommend the Commission issue an order adopting the terms and conditions specified in
13 this Stipulation and approving TracFone's Second Application and this Stipulation.

14 40. The Parties have negotiated this Stipulation as an integrated document. If the
15 Commission rejects all or any material part of this Stipulation or imposes additional material
16 conditions in approving the Stipulation and the Second Application, any Party disadvantaged by
17 such action shall have the right, upon written notice to the Commission and all other Parties
18 within 15 business days of the Commission's order, to withdraw from this Stipulation, pursue
19 their rights under OAR 860-001-0350(8), and/or seek reconsideration or appeal of the
20 Commission's order in accordance with OAR 860-001-0720. However, prior to withdrawal, the
21 Party shall engage in good faith negotiation with the other Parties. No Party withdrawing from
22 this Stipulation shall be bound to any position, commitment, or condition of this Stipulation. In
23 the event any Party withdraws from the Stipulation, then no part of the Stipulation may be
24 offered or admitted into evidence in a hearing on TracFone's Second Application or any
25 subsequent application for certification as an ETC or ETP.

1 41. The Parties agree that this Stipulation represents compromises in the positions of
2 the Parties. As such, conduct, statements, and documents disclosed in the negotiation of this
3 Stipulation shall not be admissible as evidence in this or any other proceeding, unless
4 independently discoverable or offered for other purposes allowed under ORS 40.190. By
5 entering into this Stipulation, no Party shall be deemed to have approved, admitted, or consented
6 to the facts, principles, methods, or theories employed by any other Party in arriving at the terms
7 of this Stipulation, other than those specifically identified in the body of this Stipulation. No
8 Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for
9 resolving issues in any other proceeding, except as expressly identified in the Stipulation.

10 42. This Stipulation may be executed in counterparts and each signed counterpart
11 shall constitute an original document.

12 This Stipulation is entered into by each Party as of the date(s) entered below:

13 TRACFONE WIRELESS, INC.

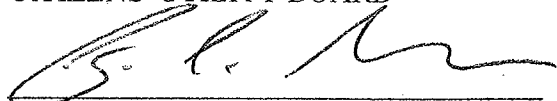
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15 _____
16 By:
17 Its:
18 Dated:

19 STAFF OF THE PUBLIC UTILITY
20 COMMISSION OF OREGON

21 Michael for
22 By: Mike Weirich
23 Its: Attorney
24 Dated: 6/10/11
25 Paul
26 Graham

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CITIZENS' UTILITY BOARD


By: *G. Cathryn McGeehan*
Its: *General Counsel*
Dated: *6-10-11*

OREGON OFFICE OF EMERGENCY
MANAGEMENT


By:
Its:
Dated:

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CITIZENS' UTILITY BOARD

By:
Its:
Dated:

OREGON OFFICE OF EMERGENCY
MANAGEMENT



By: Steven A. Wolf
Its: Counsel of Record
Dated: June 10, 2011

EXHIBIT A

EXHIBIT A**TRACFONE PROPOSED DESIGNATED SERVICE AREA**

(Excluding Federally Recognized Tribal Lands)

Wire Center Code	Wire Center Name	Exchange Name(s)
QWEST		
ADAR	Adair	Corvallis
ALBY	Albany	Albany
ASLD	Ashland	Ashland
ASTR	Astoria	Astoria
BAKR	Baker City	Baker, Sumpter
BEND	Bend	Bend
BLBT	Black Butte	Camp Sherman
BLRV	Blue River	Blue River
BURL	Burlington	Burlington
CLCK	Culp Creek	Cottage Grove
CLVR	Culver	Culver
CNBH	Cannon Beach	Cannon Beach
CNPN	Central Point	Central Point
CRVS	Corvallis	Corvallis
CTGV	Cottage Grove	Cottage Grove
DLLS	Dallas	Dallas
EUGN-28	River Road	Eugene-Springfield
EUGN-53	Eugene-10th Ave	Eugene-Springfield
FLCY	Falls City	Falls City
GLHL	Gold Hill	Gold Hill
GRPS	Grants Pass	Grants Pass
HMTN	Hermiston	Hermiston
INDP	Independence	Independence-Monmouth
JCVL	Jacksonville	Jacksonville
JFSN	Jefferson	Jefferson
JNCY	Junction City	Junction City, Harrisburg
LAPI	La Pine	La Pine
LEBG	Leaburg	Leaburg
LKOS	Lake Oswego	Lake Oswego
LWLL	Lowell	Lowell
MDFD	Medford	Medford
MLTN	Milton Freewater	Milton Freewater
MLWK	Milwaukie	Oak Grove-Milwaukie
MRCL	Marcola	Marcola
NPLN	North Plains	North Plains
OKRG	Oakridge	Oakridge
ORCY	Oregon City	Oregon City
PHNX	Phoenix	Phoenix-Talent
PRVL	Prineville	Prineville
PTLD-02	Cypress	Portland

Wire Center Code	Wire Center Name	Exchange Name(s)
PTLD-08	Harold	Portland
PTLD-11	Alpine	Portland
PTLD-12	Atlantic	Portland
PTLD-13	Belmont	Portland
PTLD-14	Butler	Portland
PTLD-17	Cherry	Portland
PTLD-18	Prospect	Portland
PTLD-69	Capitol	Portland
RANR	Rainier	Rainier
RDMD	Redmond	Redmond
RGRV	Rogue River	Rogue River
RSBG	Roseburg	Roseburg
SALM-58	Salem	Salem
SALM-59	Keizer	Salem
SESD	Seaside	Seaside
SPFD	Springfield	Eugene-Springfield
SPRV	Spring River	Bend
SSTR	Sisters	Sisters
STFD	Stanfield	Stanfield
STHN	St Helens	St Helens
STHR	Sutherlin	Oakland-Sutherlin
UMTL	Umatilla	Umatilla
VENT	Veneta	Veneta
WDBN	Woodburn	Woodburn-Hubbard
WNTN	Winston	Roseburg
WRTN	Warrenton	Warrenton
WSPT	Westport	Westport
Frontier NW (former Verizon)		
ALOH	Aloha	Beaverton
AMTY	Amity	Amity
AMVL	Aumsville	Aumsville-Turner
BKNG	Brookings	Brookings
BNDN	Bandon	Bandon
BNKS	Banks	Forest Grove
BVTN	Beaverton	Beaverton
CLTS	Clatskanie	Clatskanie
COVE	Cove	Cove
CQLL	Coquille	Coquille
DTRT	Detroit	Detroit
DYTN	Dayton	Dayton
ELGN	Elgin	Elgin
EMPR	Empire	Coos Bay
ENTR	Enterprise	Enterprise
FRGV	Forest Grove	Forest Grove
GDIS	Grand Island	Grand Island

Wire Center Code	Wire Center Name	Exchange Name(s)
FTKL	Fort Klamath	Klamath
GLCH	Gilchrist	Gilchrist
GVCM	Government Camp	Government Camp
HNTN	Huntington	Huntington
HPNR	Heppner	Heppner
IONE	Ione	Ione
JEWL	Jewell	Jewell
KNPP	Knappa	Knappa
LBNN	Lebanon	Lebanon
LKVW	Lakeview	Lakeview
LXTN	Lexington	Lexington
MALN	Malin	Malin
MAUP	Maupin	Maupin
MRRL	Merrill	Merrill
MTCH	Mitchell	Mitchell
NPWR	North Powder	North Powder
PALN	Paulina	Paulina
PNGV	Pine Grove	Pine Grove
PSLY	Paisley	Paisley
RCPN	Rocky Point	Rocky Point
SCPP	Scappoose	Scappoose
SHDD	Shedd	Shedd
SLLK	Silver Lake	Silver Lake
SWTH	Sweet Home	Sweet Home
TYVY	Tygh Valley	Tygh Valley
UKIH	Ukiah	Ukiah
WAMC	Wamic	Wamic
YNCL	Yoncalla	Yoncalla
Sprint/United		
BEVR	Beaver	Beaver
BTFL	Butte Falls	Butte Falls
BYCY	Bay City	Bay City
CODL	Cloverdale	Cloverdale
CRTO	Carlton	Carlton
CSLC	Cascade Locks	Cascade Locks
FSLK	Fish Lake	Fish Lake
GRBL	Garibaldi	Garibaldi
GRVY	Grass Valley	Grass Valley
MORO	Moro	Moro
MOSR	Mosier	Mosier
ODLL	Odell	Odell
PCCY	Pacific City	Pacific City
PRDL	Parkdale	Parkdale
PRSP	Prospect	Prospect
RKWY	Rockaway	Rockaway

Wire Center Code	Wire Center Name	Exchange Name(s)
RUFS	Rufus	Rufus
SHCV	Shady Cove	Shady Cove
SHRD	Sheridan	Sheridan
TLMK	Tillamook	Tillamook
WASC	Wasco	Wasco
WHCY	White City	White City
WLMN	Willamina	Willamina
Qwest (Malheur)		
NYSS	Nyssa	Nyssa
ONTR	Ontario	Ontario
ORSL	Oregon Slope	Oregon Slope
Canby		
CNBY	Canby	Canby
NEDY	Needy	Canby
Cascade Utilities		
CRBT	Corbett	Corbett
EKTN	Elkton	Elkton, Ash Valley
EGCK	Eagle Creek	Estacada
ESCD	Estacada	Estacada
HANS	Haines	Haines
MDSP	Medical Springs	Medical Springs
SCBG	Scottsburg	Scottsburg
ESCD	Mt. Hood Meadows	Estacada
Stayton		
STTN	Stayton	Stayton
Molalla		
MLLL	Molalla	Molalla
Beaver Creek		
BVCK	Beaver Creek	Beavercreek
Clear Creek		
RDLA	Redland	Redland
Nehalem		
NHLM	Nehalem	Nehalem
Mt. Angel		
MTAN	Mt. Angel	Mt. Angel
Scio		
SCIO	Scio	Scio

Wire Center Code	Wire Center Name	Exchange Name(s)
People's		
LYNS	Lyons	Lyons
Colton		
COTN	Colton	Colton
Gervais		
GRVS	Gervais	Gervais
Monroe		
MONR	Monroe	Monroe
Roome		
HLSY	Halsey	Halsey
Monitor		
MNTR	Monitor	Monitor
St. Paul		
STPL	St. Paul	St. Paul
North-State		
DUFU	Dufur	Dufur
Trans-Cascade		
ANTP	Antelope	Antelope

EXHIBIT B

Intentionally Omitted

EXHIBIT C

Exhibit C

Oregon Administrative Rules (OAR) for which TracFone Seeks a Waiver

OAR 860-033-0006(3) - (9): Monthly and Quarterly RSPF Surcharge: General Provisions, Remittance Reports and Payment.

OAR 860-033-0010: OTAP Applicability – Requirement to apply OTAP reduced rates or discounts with “all service offerings that include basic telephone service.”

OAR 860-033-0030(6): OTAP Eligibility – Requirement that the name of the applicant appear on a billing statement.

OAR 860-033-0035(1) and (2): OTAP Benefits – Provision of the monthly State of Oregon \$3.50 OTAP Benefit and Support and the proration of benefits when a customer is determined eligible for less than an entire billing period.

EXHIBIT D

Exhibit D

NON-USAGE POLICY

TracFone's non-usage policy applies to its SafeLink Wireless® Lifeline customers who have 60 days without usage. At the end of each month, TracFone reviews the usage of all of its Lifeline customers to identify those customers who have had no usage for 60 days. Customers who have no usage for 60 days are de-enrolled from the Lifeline program and do not receive their next monthly allotment of Lifeline minutes. In addition, TracFone ceases to seek reimbursement from the USF for such de-enrolled customers.

After de-enrollment, TracFone grants one month (without receiving Lifeline program benefits) to de-enrolled customers to request re-enrollment in the Lifeline program. Customers who do not request re-enrollment within the period specified above will have their phones deactivated and they will be unable to place and receive calls. Customers who request re-enrollment will be re-enrolled and will continue to receive a monthly allotment of benefits under the Lifeline program. TracFone only seeks reimbursement from the USF for enrolled Lifeline customers.

Customers are always able to dial 911 from their phones, even after their service has been deactivated based upon non-usage. Customers attempting to place calls after their service has been deactivated (excluding 911 calls) will have their calls routed to an automated system that facilitates service reactivation, if that is the consumer's desire. During the time period outlined above, TracFone proactively seeks to retain customers by sending email notifications, direct mail letters and voice blast messages to notify the customers of their non-usage status and potential service deactivation.

EXHIBIT E

EXHIBIT E

TracFone's Current SafeLink Wireless® Lifeline Service Plans

TracFone currently offers customers a choice of three different service plans:

- 1) 250 free minutes each month, which do not carry over to the next month if unused, with texting available at a rate of one text per minute of airtime;
- 2) 125 free minutes each month, which carry over to the following month if unused, with texting available at a rate of one text per minute of airtime;
- 3) 68 free minutes each month, which carry over to the following month if unused, with texting available at a rate of 3 texts per each minute of airtime, plus International Long Distance calling to over 60 destinations.

All minutes of airtime may be used to send or receive local calls, intrastate long distance calls, and interstate long distance calls (under the third option, the minutes may also be used to originate international calls to more than 60 destinations). The minutes may also be used for roaming with no additional roaming charges, so Lifeline customers will be able to use the service wherever they travel within the United States (assuming they are in areas with wireless coverage) either within or outside the State of Oregon. The service (irrespective of option selected) will include vertical features such as call waiting, caller ID, and voice mail.

EXHIBIT F

EXHIBIT F
 QUARTERLY REPORT – OREGON LIFELINE CUSTOMERS
 Due by end of first month following end of quarter

		Month 1	Month 2	Month 3
	Non-Usage Report: No. of Subscribers			
1	De-enrolled for 60-days non-usage			
2	Re-enrolled within 30-day grace period			
3	Deactivated due to end of 30-day grace period			
4	Re-enrolled after 30-day grace period ended			
	USAC Information:			
5	Reimbursable lines reported			
6	Reimbursement received			
	Handsets:			
7	No. of handsets reported lost/stolen			
	No. of lost/stolen handsets replaced			
8	No. of customers reporting they did not receive free handset			
	No. of replacement handsets sent			
9	No. of defective handsets reported			
	No. of replacement handsets sent			
10	No. of CDMA handsets sent to replace GSM handset			
11	No. of GSM handsets sent to replace CDMA handset			
12	No. of handsets shipped:			
	Before 20 th of month			
	On or after 20 th of month			
13	Service Requests: No. of unfulfilled service requests due to lack of adequate wireless service			

QUARTERLY REPORT – OREGON LIFELINE CUSTOMERS
Due by end of first month following end of quarter

		Month 1	Month 2	Month 3
14	No. of requests to port number in			
	No. of requests denied			
15	No. of requests to retain current number (pre-Lifeline number)			
	No. of requests denied			
16	No. of requests to port number out			
	No. of requests denied			
17	No. of requests to change calling plan			
	Customer Service Complaints/Problems*			
18	No service (incoming/outgoing)			
19	Dropped calls, service interruptions			
20	Poor reception			
21	Frequent busy signals			
22	Inadequate wireless coverage			
23	Problems relating to first month's free minutes or use			
24	Problems relating to subsequent month's free minutes or use			
25	Problems relating to airtime cards			
26	Other			
27	Total Number of Oregon Customer Calls from:			
	Current SafeLink customers			
	Others inquiring about SafeLink			
28	Customer Service Center: Average no. of minutes to reach representative			

* For each service call (complaint or problem) received from Oregon Lifeline customers included in items 18-25, report the following: a) customer's name and SafeLink phone number , b) date of call, c) description of complaint or problem, and d) explanation of disposition of complaint/problem and date.

QUARTERLY REPORT – OREGON LIFELINE CUSTOMERS
Due by end of first month following end of quarter

Usage Characteristics Report – Complete for each of three months in quarter

		250 Min. Plan	125 Min. Plan	68 Min. Plan
1	No. of total active subscribers			
2	No. of subscribers that depleted all free minutes by month's end			
3	No. of subscribers that depleted all free minutes within first 15 days of the month			
4	Percentage of free minutes used for voice calls (customer average)			
5	Percentage of free minutes used for texts (customer average)			
6	Percentage of free minutes used for international calls (customer average)	N/A	N/A	
7	Number of customers who purchased additional minutes			
8	Average number of additional minutes purchased (for customers that purchased minutes)			