

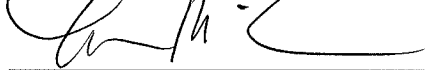
**BEFORE THE
PUBLIC UTILITY COMMISSION OF OREGON**

UM 1437

In the Matter of)	
)	
TRACFONE WIRELESS, INC.)	TRACFONE WIRELESS,
)	INC.'S DIRECT TESTIMONY
Application for Designation as an Eligible)	AND EXHIBITS
Telecommunications Carrier.)	
)	
)	

TracFone Wireless Inc., by counsel, files its Direct Testimony and Exhibits with the Public Utility Commission of Oregon in this matter. TracFone's Direct Testimony and Exhibits include the testimony of Jose Fuentes and Exhibit TracFone/2 through Exhibit TracFone/10, inclusive, identified therein.

Respectfully submitted,



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June 11, 2010

CERTIFICATE OF SERVICE

I hereby certify that I have this 11th day of June, 2010, served the foregoing TRACFONE WIRELESS, INC.'S DIRECT TESTIMONY AND EXHIBITS upon all parties of record in this proceeding by causing a copy to be sent by electronic mail and U.S. mail to the following addresses (as indicated below):

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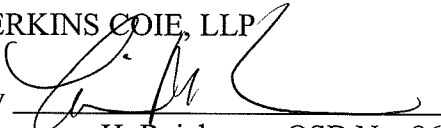
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TRACFONE WIRELESS, INC.

Direct Testimony of Jose Fuentes

1 **Q. WHAT IS YOUR NAME AND OCCUPATION?**

2 A. My name is Jose Fuentes. I have been Director of Government Relations for TracFone
3 Wireless, Inc. ("TracFone") for the past two years. I am responsible for facilitating
4 TracFone's designation as an Eligible Telecommunications Carrier by state utility
5 commissions and for implementing SafeLink Wireless® Lifeline service throughout the
6 United States. I am also the corporate spokesperson for the SafeLink Wireless® brand.

7 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

8 A. My testimony will show that TracFone's ETC application meets the federal and Oregon
9 requirements for ETC designation to the extent those requirements are applicable to
10 TracFone as a prepaid, non-facilities-based reseller that will offer Lifeline service. The
11 federal requirements are contained at Section 214 of the Communications Act of 1934, as
12 amended, and in the rules of the Federal Communications Commission ("FCC"). This
13 Commission's ETC requirements are set forth in Order No. 06-262 at Appendix A.
14 TracFone understands that the Commission Staff and intervenors in this proceeding are
15 concerned about certain ETC application requirements as set forth in the Final Issues List
16 filed with the Commission on May 28, 2010. In my testimony I address each of the
17 issues on the Final Issues List.

18 **Q. WHAT IS TRACFONE?**

19 A. TracFone is a 98%-owned subsidiary of America Movil. America Movil is the fourth
20 largest wireless telecommunications carrier in the world, serving over 200 million
21 customers throughout Latin America, the Caribbean and the United States. TracFone is

1 the largest provider of prepaid wireless service in the United States serving over 15
2 million customers under the brands TracFone®, NET10®, Straight Talk®, and SafeLink
3 Wireless®. TracFone's market share in prepaid wireless continues to grow, now at over
4 30% according to Neilson and others. TracFone is also the fifth largest wireless carrier
5 and largest mobile virtual network operator in the United States in terms of total customer
6 counts. TracFone is incorporated under the laws of the State of Delaware and is
7 headquartered at Miami, Florida. Its corporate offices are located at 9700 N.W. 112th
8 Avenue, Miami, FL 33178.

9 **Q. DOES TRACFONE HAVE A PRESENCE IN OREGON?**

10 A. TracFone is a reseller of commercial mobile radio service throughout the United States,
11 including the State of Oregon. TracFone provides service through a "virtual network"
12 consisting of services obtained from numerous licensed operators of wireless networks.
13 TracFone has provided CMRS service throughout the State of Oregon continuously for
14 over ten years. In Oregon, TracFone obtains service from the following underlying
15 carriers: AT&T Mobility, T-Mobile, and Verizon Wireless. TracFone's arrangements
16 with these providers enable it to offer services wherever any of those providers offer
17 service in the State of Oregon.

18 **Q. DOES TRACFONE HAVE THE ABILITY TO PROVIDE LIFELINE?**

19 A. Yes. TracFone, through its arrangements with the underlying carriers listed above, has
20 the ability to provide all services and functionalities supported by the universal service
21 program, as detailed in the FCC rules at 47 C.F.R. § 54.101, throughout Oregon. Upon
22 designation as an ETC, TracFone will make available to consumers a Lifeline offering,
23 under the brand SafeLink Wireless®, which will provide consumers with all of the

1 functionalities and features currently provided by TracFone to existing customers.

2 TracFone will provide Lifeline service to qualifying low-income Oregon households
3 requesting these services throughout Oregon pursuant to the universal service program
4 and in accordance with federal law. Customers are eligible for Lifeline service in Oregon
5 if they participate in a qualified low-income program, including Food Stamps,
6 Supplemental Security Income, Temporary Aid to Needy Families, or Medicaid.

7 TracFone requests ETC designation statewide in all exchanges to the extent that its
8 underlying carriers have facilities and coverage.

9 **Q. WHAT ARE THE GENERAL TERMS OF TRACFONE'S SAFELINK**
10 **WIRELESS® LIFELINE SERVICE?**

11 A. Each Oregon TracFone Lifeline customer will be provided with 68 minutes of use each
12 month. Those minutes will be automatically added to each customer's prepaid account
13 balance each month. Unused minutes will carry over from month-to-month so long as
14 the customer remains enrolled in the Lifeline program. In addition, Lifeline customers
15 will be allowed to purchase additional usage cards at a rate of \$0.20 per minute.

16 TracFone pledges that one hundred percent of the federal Lifeline support it receives will
17 be flowed through to Lifeline customers in the form of free usage. In addition, TracFone
18 will provide each Lifeline customer with a monthly benefit of \$3.50 which it funds from
19 its own resources. TracFone will make available E911-compliant handsets to its
20 participating Lifeline customers at no charge. TracFone will pre-activate handsets
21 provided to qualified customers, enroll the customers in the Lifeline plan, and allocate the
22 appropriate number of minutes of usage to the customers' accounts. The handsets will be
23 delivered to customers upon enrollment in the program with the first month's free usage

1 allotment already activated. The phones will remain active for one year even if no
2 additional usage is purchased. After the first year, Lifeline customers may remain
3 enrolled in the program provided that they remain eligible for Lifeline benefits and that
4 they receive Lifeline-supported service only from TracFone. Low-income customers
5 who have limited access to communications sources will gain immediate and free access
6 to wireless telecommunications service simply by turning on the handsets provided by
7 TracFone.

8 **Q. CAN TRACFONE DIFFERENTIATE ITSELF FROM OTHER ETCs? IF SO,**
9 **HOW?**

10 A. TracFone's Lifeline offerings differ from other ETCs' Lifeline programs in several very
11 important respects. First, TracFone will offer low-income consumers the convenience,
12 portability, and security of wireless services. In addition, unlike all other ETCs' Lifeline
13 programs, TracFone's Lifeline service will provide quantities of wireless usage at no
14 charge to the consumer. Stated simply, TracFone's Lifeline service will be free to
15 qualified subscribers. Typically, Lifeline programs provide participating consumers with
16 discounts below carriers' standard rates. However, enrolled Lifeline customers still must
17 pay the ETC's discounted rates as well as standard rates for additional services and
18 features not subject to the Lifeline discount (including, for example, long distance toll
19 charges and charges for vertical features like call waiting, voice mail, and caller ID), and
20 face service termination if they fail to pay the amounts owed. For example, if a
21 provider's standard monthly charge is \$30.00 and the Lifeline customer receives a \$10.00
22 discount funded by the USF, the customer still receives an invoice for \$20.00, plus
23 additional charges incurred during the billing period as well as various taxes and fees.

1 TracFone's Lifeline customers will not receive any bill. Furthermore, TracFone's Lifeline
2 customers will be able to initiate and receive calls from their wireless phones without
3 incurring any activation charges.

4 **Q. DOES TRACFONE MEET THE REQUIREMENTS FOR ETC DESIGNATION?**

5 A. TracFone meets the requirements for ETC designation contained in both federal and
6 Oregon state law. TracFone recognizes that the Communications Act states that ETCs
7 shall offer services, at least in part, over their own facilities and prohibits state
8 commissions from designating as an ETC a telecommunications carrier that offers
9 services exclusively through the resale of another carrier's services. However, on
10 September 8, 2005, the FCC granted a petition filed by TracFone that requested the FCC
11 to exercise its forbearance authority with respect to the facilities-based service
12 requirement ("TracFone Forbearance Order"). The TracFone Forbearance Order is
13 attached to my testimony as Exhibit TracFone/2. In an Order dated April 11, 2008, the
14 FCC designated TracFone as an ETC in ten states and the District of Columbia, subject to
15 the conditions set forth in the TracFone Forbearance Order. Those conditions include
16 TracFone providing its Lifeline customers with 911 and enhanced 911 (E911) access
17 regardless of activation status and availability of prepaid minutes; obtaining a
18 certification from each Public Safety Answering Point (PSAP) where TracFone provides
19 Lifeline service confirming that TracFone complies with the 911 service condition;
20 providing its Lifeline customers with E911-compliant handsets; requiring its customers to
21 self-certify at time of service activation and annually thereafter that they are the head of
22 household and receive Lifeline-supported service only from TracFone; and establishing
23 safeguards to prevent its customers from receiving multiple TracFone Lifeline subsidies

1 at the same address. On March 5, 2009, the Commission issued an Order modifying one
2 of the conditions imposed in the TracFone Forbearance Order requiring that TracFone
3 obtain a certification from each PSAP where TracFone provides Lifeline service
4 confirming that it provides its customers with access to basic and E911 service. See
5 TracFone Application, Exhibit 10.

6 **Q. DO ANY OF THE CONDITIONS IMPOSED ON TRACFONE IN THE**
7 **FORBEARANCE ORDER HAVE ANY IMPACT ON OR RELATIONSHIP TO**
8 **THE COMMISSION'S AUTHORITY TO GRANT ETC DESIGNATION?**

9 A. All state commissions, including this Commission, are required by federal law (47 U.S.C.
10 § 160(e)) to comply with the FCC's decision to forbear from applying or enforcing the
11 facilities requirement on TracFone. Similarly, the FCC-imposed conditions of
12 forbearance are binding on TracFone in all jurisdictions where it may be designated as an
13 ETC.

14 **Q. WHAT FUNCTIONS WILL TRACFONE OFFER TO LIFELINE SUBSCRIBERS**
15 **IF GRANTED ETC STATUS?**

16 A. Upon designation as an ETC in Oregon, TracFone will offer all of the services and
17 functionalities required by the FCC's rules (47 C.F.R. § 54.101) and Oregon's regulations
18 (Appendix A, 2.1). These services and functionalities include the following: Voice
19 Grade Access to the Public Switched Network.

1 The voice grade access provided by TracFone enables a user of
2 telecommunications services to transmit voice communications, including signaling the
3 network that the caller wishes to place a call, and to receive voice communications,
4 including receiving a signal indicating there is an incoming call.

5 Local Usage.

6 As part of the voice grade access to the public switched telephone network, an
7 ETC must provide local calling. TracFone provides subscribers the ability to send and
8 receive local phone calls wherever it provides service. Moreover, a certain amount of
9 free local usage is included in TracFone's calling plan. The FCC rules require an ETC
10 applicant to show it has a local usage plan comparable, although not identical, to that
11 offered by the ILECs in the same service areas. Further, the FCC has not adopted any
12 minimum local usage requirements. As a designated ETC, TracFone will comply with
13 any applicable minimum local usage requirements established by the FCC.

14 Wireless and wireline services, though increasingly substitutable for each other,
15 are different from each other and they are priced differently. Unlike any ILECs' or other
16 ETCs' Lifeline plans, TracFone's Lifeline offerings will go beyond those of other
17 providers in a very important respect: TracFone's Lifeline customers will receive as part
18 of Lifeline service specified amounts of free wireless service. That is, Lifeline customers
19 will be able to use TracFone's service to initiate and receive specified amounts of
20 wireless calling -- local and long distance, including international calls to more than 60
21 destinations -- with no charge to the customers.

1 Dual Tone Multi-Frequency (DTMF) Signaling or Its Functional Equivalent.

2 DTMF signaling allows carriers to provide expeditious call set-up and call detail
3 information and enables modem usage. All telephone handsets provided by TracFone
4 are DTMF-capable as required by federal law.

5 Single-party Service or Its Functional Equivalent.

6 Single-party service means that only one party will be served by a subscriber line
7 or access loop in contrast to a multi-party line. TracFone provides customers with
8 single-party access for the duration of every phone call.

9 Access to 911 and E911 Emergency Service.

10 TracFone provides universal access to the 911 system for its customers.
11 TracFone has implemented and will continue to implement enhanced 911 services
12 consistent with the FCC's rules and orders applicable to wireless resellers. Given that
13 TracFone is a reseller, it does not own or operate any facilities. TracFone has the ability
14 to remain functional in emergency situations. TracFone provides service in Oregon by
15 reselling services of underlying wireless network carriers, including AT&T Mobility, T-
16 Mobile, and Verizon Wireless. Those network operators have implemented state-of-the-
17 art network reliability standards and TracFone and its customers benefit from their high
18 standards. Throughout its more than ten years of operation, TracFone has never received
19 a complaint about a 911 system failure.

20 Access to Operator Services.

21 TracFone offers all of its customers access to operator services.

1 Access to Interexchange Service.

2 TracFone does not impose separate charges for interexchange calls. Long
3 distance calling is included in TracFone's service with no additional charge.

4 Access to Directory Assistance.

5 All TracFone customers, including those customers located in Oregon, have
6 access to directory assistance services provided by TracFone's vendors. Unlike other
7 telecommunications carriers, TracFone does not impose separate charges for directory
8 assistance.

9 Toll Limitation for Qualified Low-Income Customers.

10 There is no need for TracFone to offer a toll limitation feature to qualifying low-
11 income customers. Since TracFone's service is a prepaid service, no customers will incur
12 toll charges they cannot pay for or be disconnected for failure to pay toll charges or, for
13 that matter, any other charges. TracFone treats long distance minutes of use as any other
14 usage and the customers are not subject to additional charges for toll services.

15 **Q. WILL TRACFONE OFFER LINK-UP SERVICE IN OREGON?**

16 A. TracFone does not seek designation as an ETC for the purpose of offering Link Up
17 service to customers. In the TracFone Forbearance Order, the FCC forbears from
18 applying the facilities requirement to TracFone only for the purpose of offering Lifeline
19 service. Moreover, TracFone does not impose activation or connection charges --
20 charges which are offset by Link-Up support. Thus, there is no need for TracFone to
21 offer Link-Up.

22 **Q. HOW QUICKLY WILL TRACFONE BE ABLE TO START PROVIDING**
23 **LIFELINE SERVICE?**

1 Within a very reasonable timeframe, since TracFone already provides service in Oregon
2 by reselling service which it obtains from underlying facilities-based providers. Each of
3 those providers' networks are operational and are largely built out. Thus, TracFone
4 already serves those areas. The only delay will be the time needed to implement
5 procedures and internal systems to offer the Lifeline program.

6 **Q. HOW RELIABLE IS TRACFONE'S QUALITY OF SERVICE?**

7 A. As a reseller of other carriers' wireless services, TracFone's service is of the same quality
8 and reliability as that of its underlying vendors. I cannot assure the Commission that
9 TracFone will never experience service disruptions. Occasional dropped calls and
10 inconsistent coverage depending on atmospheric conditions are a fact of life in the
11 wireless industry. However, TracFone's service is as reliable as that of any other wireless
12 provider serving the Oregon market. To demonstrate its commitment to high service
13 quality, TracFone will comply with the CTIA - The Wireless Association® Consumer
14 Code for Wireless Service. A copy of the CTIA Code is attached as Exhibit TracFone/3.
15 TracFone's SafeLink Wireless® service is also subject to a Privacy Policy available to all
16 customers on its website at www.safelink.com. A copy of the SafeLink Wireless®
17 Privacy Policy is attached as Exhibit TracFone/4.

18 **Q. CAN TRACFONE MEET ALL RESPONSIBILITIES UNDER THE CTIA**
19 **CONSUMER CODE GIVEN ITS RESELLER STATUS?**

20 A. Yes. TracFone is able to and does meet each of the CTIA Consumer Code provisions.
21 The following describes TracFone's compliance with each of the provisions of the CTIA
22 Consumer Code for Wireless Service.

1 Disclose rates and terms of service to consumers: TracFone discloses its rates and terms
2 of service to consumers on its website.

3 Make available maps showing where service is generally available: TracFone makes
4 available maps showing where service is generally available on its website. See
5 http://www.tracfone.com/jsplib/verify_mapcov.jsp. Coverage maps are accessed by
6 clicking on "Site Map" on TracFone's home page, then clicking on "Coverage Maps".

7 Provide contract terms to customers and confirm changes in service: TracFone does not
8 require its customers to enter into contracts. TracFone's service is governed by the terms
9 and conditions as set forth on its website.

10 Allow a trial period for new service: TracFone only offers prepaid service and does not
11 charge an early termination fee. Consumers can purchase the amount of airtime minutes
12 they wish to use. Therefore, there is no need for TracFone to offer a trial period for
13 service. Customers may terminate their use of TracFone service at any time without
14 incurring any penalty or termination charge.

15 Provide specific disclosures in advertising: TracFone provides specific disclosures in any
16 advertising of prices. TracFone does not charge activation or initiation fees, monthly
17 access fees, or early termination fees and does not have a required contract term or peak
18 and off-peak calling times. TracFone makes all disclosures related to prices that are
19 applicable to its service.

20 Separately identify carrier charges from taxes on billing statements: As a prepaid service
21 provider, TracFone does not issue billing statements. Therefore, requirements
22 concerning billing statements are not applicable to TracFone.

23 Provide customers the right to terminate service for changes to contract terms: TracFone

1 does not require its customers to enter into contracts. TracFone's service is governed by
2 the terms and conditions as set forth on its website. Therefore, requirements concerning
3 cancellation of contracts are not applicable to TracFone.

4 Provide ready access to customer service: TracFone provides ready access to its
5 customer service department via a toll-free telephone number during regular business
6 hours. TracFone's toll-free customer service telephone number is provided on its website
7 and in all communications with its customers.

8 Promptly respond to consumer inquiries and complaints received from government
9 agencies: TracFone promptly responds to consumer inquiries and complaints received
10 from federal and state government agencies.

11 Abide by policies for protection of consumer privacy: TracFone's Privacy Policy is
12 available to all customers on its website. TracFone also complies fully with applicable
13 requirements governing Customer Proprietary Network Information set forth at Section
14 222 of the Communications Act and in the FCC's rules.

15 **Q. HOW WILL TRACFONE ENSURE THAT ELIGIBLE CUSTOMERS ARE**
16 **MADE AWARE OF ITS SERVICES?**

17 A. TracFone will aggressively advertise the availability of its SafeLink Wireless® Lifeline
18 service and the associated charges using media of general distribution, in accordance with
19 the requirements under federal and Oregon state law. TracFone plans to utilize such
20 marketing and outreach efforts as necessary and appropriate to ensure that as many
21 eligible consumers as possible avail themselves of TracFone's prepaid wireless Lifeline
22 offering. TracFone understands that it will be competing with other ETCs in Oregon,
23 including the incumbent local exchange carriers, to be chosen by consumers to be their

1 Lifeline service provider. TracFone will utilize traditional means for promoting the
2 availability of its Lifeline program. These means will include print and broadcast
3 advertising in media outlets most likely to reach consumers eligible for Lifeline. These
4 would include national publications as well as local and community newspapers, and
5 commercial broadcast stations, especially those stations whose programming is targeted
6 to significant lower income communities including, for example, Spanish language
7 stations in areas with significant Spanish-speaking populations. Sample print
8 advertisements are attached as Exhibit TracFone/5.

9 **Q. WILL TRACFONE AGREE TO COMMISSION STAFF REVIEW AND**
10 **APPROVAL OF ALL ADVERTISING FOR LIFELINE OFFERINGS IN**
11 **OREGON?**

12 A. TracFone is not aware of a Commission rule that requires Commission Staff review and
13 approval of advertisements of ETCs offering Lifeline service and does not believe that it
14 is appropriate for the Commission to impose a pre-approval condition on TracFone's
15 Lifeline advertising unless all ETCs offering Lifeline service are subject to a similar
16 requirement. However, TracFone will agree to provide copies of advertisements to
17 Commission Staff and to consider recommendations from Commission Staff as it has
18 agreed to in other states.

19 **Q. HOW DOES TRACFONE DEFINE ITS PROPOSED DESIGNATED SERVICE**
20 **AREA?**

21 A. 3.1 of Appendix A requires an ETC applicant to identify its proposed designated service
22 area through a map showing its service area overlaid on the boundaries of ILEC wire
23 centers it seeks to include in its service area and a list of ILEC wire centers. In response

1 to Commission Staff's First Set of Data Requests, TracFone provided a list of ILEC rate
2 centers in TracFone's service area, a list zip codes in TracFone's service area and the
3 underlying wireless carrier or carriers providing service in each zip code, and a map of
4 Oregon depicting TracFone's service area. In addition, TracFone is able to provide a list
5 of CLLI codes included in its underlying carriers' service areas. This list is provided as
6 Exhibit TracFone/6. TracFone also has obtained a map of Oregon exchanges and is in
7 the process of creating a map that depicts its service area overlaid on the Oregon
8 exchange map. TracFone will provide that map to the Commission and parties as soon as
9 possible. TracFone believes that the information it has provided properly and sufficiently
10 defines its proposed service area.

11 **Q. WHY SHOULD THE COMMISSION GRANT A REQUEST BY TRACFONE**
12 **FOR A WAIVER OF THE ILEC WIRE CENTER LIST AND MAPS REQUIRED**
13 **BY 3.1 OF APPENDIX A?**

14 A. As I mentioned, TracFone has provided lists of ILEC exchanges, rate centers and CLLI
15 codes within its service area and a map of its service area and is in the process of creating
16 a map depicting its service area overlaid on a map of Oregon's exchanges. Therefore, a
17 waiver of 3.1 may not be necessary. In the event that that a waiver is necessary, waiver
18 would be appropriate because TracFone has sufficiently described its service area using
19 all data available to it from its underlying carriers and from a third party data source (i.e.
20 www.telcodata.us). Furthermore, TracFone asks individuals for their zip code when they
21 apply for SafeLink Wireless® Lifeline service. Thus, customers are advised immediately
22 whether TracFone's service is available in that zip code. In addition, network coverage
23 maps are available on TracFone's website. Oregon residents who wish to subscribe to

1 TracFone's wireless Lifeline service will not be impacted if TracFone is unable to provide
2 a list and map of ILEC wire centers. Therefore, TracFone believes that there is good
3 cause for a waiver of the ILEC wire center list and map required by 3.1 of Appendix A.

4 **Q. WILL TRACFONE OFFER LIFELINE SERVICES THROUGHOUT THE**
5 **PROPOSED SERVICE AREA AND ATTEMPT TO PROVIDE SERVICE TO**
6 **EVERY REQUESTING CUSTOMER IN THE AREA AS REQUIRED BY 3.2 OF**
7 **APPENDIX A?**

8 A. Yes. This requirement is based on FCC rule 54.202(a)(1)(i) (47 C.F.R. §
9 54.202(a)(1)(i)), which provides that in order to be designated as an ETC, a carrier must
10 commit to provide service throughout its proposed designated service area to all
11 customers making a reasonable request for service. 3.2 of Appendix A also refers to the
12 six-step process that must be used when service is requested within the applicant's service
13 area, but outside its existing network coverage. The purpose of this requirement is to
14 ensure that an ETC is using high-cost support to expand and improve network services.
15 TracFone does not own and operate a network and it will not seek high-cost support.
16 However, TracFone will provide service on a timely basis to all qualified customers
17 requesting Lifeline service within its designated service area. TracFone, as a reseller,
18 defines its service area to include the service areas of its underlying carriers. TracFone
19 does not have the ability to expand or make any changes to the networks of its underlying
20 carriers. As such, it can only comply with requests for service within its underlying
21 carriers' service areas.

22 **Q. WHY SHOULD THE COMMISSION GRANT TRACFONE'S REQUEST FOR A**
23 **WAIVER OF THE REQUIREMENT THAT TRACFONE PROVIDE A MAP OF**

1 **NETWORK COVERAGE AND SIGNAL STRENGTHS AS SET FORTH IN 4.2**
2 **OF APPENDIX A?**

3 A. TracFone has provided a map showing the network coverage of its underlying carriers.
4 However, it does not have access to its underlying carriers' maps showing signal
5 strengths. Given that TracFone does not have access to this information, that it is
6 reselling the services of three major wireless carriers, and that it has provided a
7 significant amount of information describing its service area, the Commission should
8 waive this requirement.

9 **Q. CAN YOU IDENTIFY EACH SERVICE PLAN TRACFONE OFFERS THAT**
10 **WILL QUALIFY FOR FEDERAL LIFELINE SUPPORT AS REQUIRED BY 2.3**
11 **OF APPENDIX A?**

12 A. Yes. TracFone's ETC Application (incorporated herein by this reference) and response to
13 Commission Staff's First Set of Data Requests identify the name of the Lifeline service
14 plan (SafeLink Wireless®), the number of minutes (68 minutes), and the price (free), in
15 accordance with 2.3 of Appendix A.

16 **Q. CAN YOU IDENTIFY AND DESCRIBE TRACFONE'S LIFELINE SERVICES**
17 **AS REQUIRED BY 7.2 OF APPENDIX A?**

18 A. Yes, TracFone's ETC Application, at pages 23 and 24, describes TracFone's SafeLink
19 Wireless® Lifeline services. The complete terms and conditions governing TracFone's
20 Lifeline service are found on the SafeLink Wireless® website at www.safelink.com. A
21 copy of those terms and conditions is provided as Exhibit TracFone/7.

1 **Q. DOES TRACFONE OFFER A LOCAL USAGE PLAN THAT IS COMPARABLE**
2 **TO BASIC SERVICE OFFERINGS OF THE ILECS IN THE PROPOSED**
3 **SERVICE AREA AS REQUIRED BY 2.4 OF APPENDIX A?**

4 A. As explained in TracFone's ETC Application at pages 10 and 11, TracFone meets the
5 local usage requirement stated in 2.4 of Appendix A and in FCC Rule
6 54.202(a)(1)(ii)(4). Requirement 2.4 of Appendix A does not mandate a direct
7 comparison with ILECs' calling plans or require an ETC applicant to show that its plans
8 are identical to the ILECs' plans. The FCC concluded that TracFone's Lifeline service
9 would meet the comparability requirement of 47 C.F.R. § 54.202(a) given the differences
10 between wireline and wireless services.

11 **Q. IS TRACFONE ABLE TO REMAIN FUNCTIONAL IN EMERGENCIES AS**
12 **REQUIRED BY 8.1 OF APPENDIX A?**

13 A. In accordance with FCC Rule 54.202(a)(2) (47 C.F.R. § 54.202(a)(2)) and 8.1 of
14 Appendix A, TracFone has the ability to remain functional in emergency situations.
15 Given that TracFone is a reseller, it does not own or operate any cell sites, microwave
16 hubs, or switches. Therefore, the requirement in 8.1 of Appendix A that TracFone
17 demonstrate that it has back-up power and is able to reroute and manage traffic in
18 emergency situations is not applicable. TracFone provides service in Oregon by reselling
19 services of underlying wireless network carriers, including AT&T Mobility, T-Mobile,
20 and Verizon Wireless. Those network operators have implemented state-of-the-art
21 network reliability standards and TracFone and its customers benefit from their high
22 standards. Throughout its over ten years of operation, TracFone's service reliability has
23 compared favorably with that of any facilities-based operator in the wireless

1 telecommunications industry.

2 **Q. HAS TRACFONE DESCRIBED THE STATUS OF E911 DEPLOYMENT AND**
3 **COMPLIANCE AS REQUIRED BY 8.2 OF APPENDIX A?**

4 A. TracFone is a reseller and does not operate or control any network facilities of its
5 underlying carriers. As such, it has no ability to report on the status of E911 deployment
6 of its underlying carriers. As explained in its ETC Application, at page 12, TracFone has
7 implemented and will continue to implement E911 services consistent with the FCC's
8 rules, including 47 C.F.R. § 54.101(a)(5), and orders when such services are made
9 available by the carriers from whom TracFone purchases services. The FCC requires
10 providers that use other carriers' facilities to provide wireless voice service to customers
11 to comply with the FCC's E911 rules to the extent that the underlying facilities-based
12 licensee has deployed the facilities necessary to deliver enhanced 911 information to the
13 appropriate PSAP. TracFone will fully comply with the FCC's E911 requirements
14 applicable to wireless resellers. In addition, as required by the TracFone Forbearance
15 Order, TracFone will provide all Lifeline customers with E911-compliant handsets and
16 will obtain certification from PSAPs that TracFone Lifeline customers will have access to
17 911 and E911.

18 **Q. WILL TRACFONE'S RESELLER STATUS LIMIT ITS ABILITY TO RESOLVE**
19 **ALL COMPLAINTS REGARDING ITS SERVICE THAT MAY BE RECEIVED**
20 **BY THE COMMISSION?**

21 A. No. TracFone has been providing nationwide wireless telecommunications service for
22 more than ten years. During that time period, TracFone has satisfactorily resolved
23 complaints that have been forwarded to it by state utility commissions. TracFone's status

1 as a reseller has not limited its ability to address any complaint. TracFone will promptly
2 work to resolve any complaints it receives from this Commission or from an Oregon
3 customer.

4 **Q. WILL TRACFONE COMPLY WITH OTAP PROCEDURAL REQUIREMENTS**
5 **FOR ELIGIBILITY AND VERIFICATION?**

6 A. Yes. TracFone will work with the Commission and the Department of Human Services
7 to ensure that only qualified individuals receive Lifeline benefits and to facilitate the
8 Commission's verification of individuals' continued eligibility.

9 **Q. WILL TRACFONE COMPLY WITH OTAP PRORATING REQUIREMENTS**
10 **FOR BENEFITS PURPOSES?**

11 A. TracFone understands that the Commission's rules provide that when a customer is
12 determined eligible for the OTAP benefit for less than an entire billing period, the benefit
13 is prorated. TracFone, as a prepaid provider, does not have billing periods. Moreover,
14 TracFone provides Lifeline customers with 68 minutes of airtime for free each month
15 without regard to when during the month the customer enrolls in TracFone's Lifeline
16 program. In other words, TracFone does not prorate Lifeline benefits. Furthermore,
17 none of the Lifeline benefits provided by TracFone are funded by the RSPF, the fund that
18 supports the OTAP benefit. Therefore, the prorating requirement is not applicable to
19 TracFone's Lifeline service.

20 **Q. WILL TRACFONE COMPLY WITH THE OTAP REPORTING**
21 **REQUIREMENTS?**

22 A. TracFone will comply with the OTAP reporting requirements to the extent that they are
23 applicable to TracFone. The OTAP reporting requirements include submission of

1 monthly remittance reports regarding the RSPF surcharge. TracFone does not plan to
2 collect RSPF fees from Lifeline customers if it obtains ETC status because it is not
3 obligated to make such collections. Oregon law establishing the RSPF, Or. Laws 1987,
4 ch. 290, sec. 7(1), appearing as a note following ORS 759.690, provides that the RSPF
5 surcharge shall be collected from "each paying retail subscriber." In addition, that
6 subsection applies the surcharge only to certain wireless subscribers. The legislature
7 used the same language in prescribing application of the 911 tax, discussed below at
8 pages 21-22. For the same reasons as discussed below with respect to the 911 tax,
9 TracFone is not required to assess and collect the RSPF surcharge from its Lifeline
10 customers. Given that TracFone is not required to assess and collect the RSPF surcharge
11 from its Lifeline customers, no purpose would be served by requiring it to file monthly
12 remittance reports. Furthermore, TracFone will not be seeking funds from the RSPF. As
13 such, TracFone should not be required to file monthly requests for reimbursement.

14 **Q. WILL TRACFONE OFFER A LIFELINE BENEFIT ON ALL OF ITS**
15 **PRODUCTS, INCLUDING NET10® AND STRAIGHT TALK™?**

16 A. TracFone's SafeLink Wireless® Lifeline service is based on TracFone's prepaid wireless
17 service offered under the TracFone brand name. NET10® and Straight Talk™ are
18 separate brand names offered by TracFone. TracFone is currently considering whether
19 and how to develop other Lifeline services based on other TracFone service offerings.
20 Specifically, it is attempting to develop a Lifeline version of its Straight Talk® products.
21 However, TracFone is still resolving technical issues regarding how to properly provide
22 the required discount each month and is has not yet begun to offer Lifeline services based

1 on Straight Talk® anywhere. TracFone will advise the Commission as soon as it is able
2 to offer a Lifeline service offering in addition to the SafeLink Wireless® Lifeline service.

3 **Q. WILL TRACFONE BE ABLE TO COMPLY WITH THE ANNUAL REPORTING**
4 **REQUIREMENTS FOR ETCs IN OREGON?**

5 A. TracFone understands that the annual reporting requirements for ETCs are set forth in
6 Appendix A of Order No. 06-262, at pages 4 through 6. TracFone will be able to comply
7 with all reporting requirements to the extent that they are applicable to a reseller that only
8 offers Lifeline service. Some of the reporting requirements relate to high-cost support or
9 network improvements, such as reporting requirement 7. Such reporting requirements
10 are not applicable to TracFone because it does not seek high-cost support and does not
11 own or operate a network. The reporting requirements also ask for number of customers
12 and handsets by ILEC study area. TracFone does not have the ability to track its
13 customers by ILEC study area. However, it can report number of customers in Oregon.
14 TracFone considers some of the information requested for the ETC annual report, such as
15 the number of customers, to be confidential. Therefore, TracFone will invoke protections
16 appropriate to prevent public disclosure of confidential information. Finally, to the extent
17 that TracFone is unable to meet a particular ETC reporting requirement, TracFone will
18 petition the Commission to waive that requirement.

19 **Q. WILL TRACFONE COLLECT AND/OR REMIT FEES THAT SUPPORT 911**
20 **SERVICES IN OREGON?**

21 A. The Oregon legislature has decided to impose the 911 tax on each "paying retail
22 subscriber" in ORS 403.200. TracFone's SafeLink customers will not be "paying"
23 customers because their service will be free and they are not, therefore, subject to this tax.

1 Furthermore, TracFone has concluded that the language of the statute does not
2 encompass prepaid customers, and as such, prepaid providers are not obligated to collect
3 the 911 tax from their subscribers. TracFone's position is consistent with the position of
4 the CTIA as described in its letter to the Oregon Office of the Secretary of State dated
5 November 14, 2007. A copy of the CTIA letter is provided as Exhibit TracFone/8. In the
6 November 2007 letter, CTIA explained that the Oregon 911 tax statute provides that for
7 "cellular, wireless or other radio common carriers, the tax shall apply on a per instrument
8 basis and only if the subscriber's place of primary use, as defined and determined under 4
9 U.S.C. §§ 116 to 126, is within this state." The term "place of primary use", as defined in
10 4 U.S.C. §§ 116 to 126 (generally known as the Mobile Telecom Sourcing Act
11 ("MTSA")), means the street address representative of where the customer's use of the
12 mobile telecommunications service primarily occurs. However, 4 U.S.C. § 116(c)(1)
13 explicitly exempts prepaid telephone calling service from the taxing situs determination
14 rules of the MTSA. Given that the Oregon 911 tax statute requires the use of a federal
15 law that exempts prepaid telephone service to determine the taxing jurisdiction of
16 wireless carriers, CTIA concluded that the Oregon 911 tax statute was not intended to nor
17 does it apply to prepaid wireless service. Thus, the Oregon 911 tax statute does not apply
18 to prepaid wireless service, and therefore, TracFone does not intend to collect 911 taxes
19 from its SafeLink subscribers.

20 **Q. SINCE TRACFONE'S LIFELINE CUSTOMERS DO NOT PAY FOR THEIR**
21 **SERVICES, HOW COULD TRACFONE PARTICIPATE IN FUNDING THE 911**
22 **SYSTEM IN OREGON IN RELATION TO ITS LIFELINE CUSTOMERS?**

1 A. As noted above, the Oregon legislature has determined to impose the 911 tax only on
2 "paying" customers. It has also decided not to impose the tax on prepaid wireless
3 customers. If the legislature believes that non-paying consumers such as TracFone's
4 Lifeline customers, and prepaid customers, should be subject to 911 fee contribution
5 obligations, then the legislature should enact such legislation. Expansion of the 911 fee
6 law to encompass non-paying consumers is within the province of the legislature, not the
7 Commission in its capacity as the entity which designates ETCs in Oregon.

8 There are additional practical concerns in collecting the 911 tax from prepaid
9 wireless customers generally. Those concerns involve a broader spectrum of the industry
10 and should be addressed in a different forum. For example, TracFone and other
11 companies have advocated point-of-sale tax collection methods as being the most
12 efficient and most equitable means for collecting such 911 taxes from consumers of
13 prepaid services. More importantly, point-of-sale tax collection methods ensure that all
14 customers of prepaid services contribute to the support of 911 services.

15 **Q. HAVE ANY STATES ENACTED POINT OF SALE LEGISLATION?**

16 A. Yes. Some states have enacted laws regarding their state 911 funds to address the fact
17 that prepaid providers do not render bills. These laws allow collection of 911 taxes at the
18 point of sale. The following states have point of sale laws that apply to the collection of
19 911 taxes: Colorado, Indiana, Louisiana, Maine, Mississippi, Oklahoma, South
20 Carolina, Tennessee, Texas, Virginia, West Virginia, and Wisconsin. In addition, several
21 other states are currently considering point of sale legislation, including Illinois, Kansas,
22 Massachusetts, New York, and Pennsylvania. A point-of-sale bill was passed in Rhode
23 Island and is currently awaiting approval by the Governor.

1 **Q. HOW SHOULD THE COMMISSION ADDRESS THE ISSUE OF HOW TO**
2 **APPLY STATE-MANDATED FEES TO PREPAID CARRIERS?**

3 A. The state legislature is responsible for modifying state laws to accommodate changes in
4 industries, markets, and business models. It is not the responsibility of the Commission
5 to expand state statutes so as to encompass entities and activities which they believe
6 should be covered. Neither is it appropriate for parties to Commission proceedings to
7 advocate application of tax obligations in a manner wholly inconsistent with the statutes
8 which create those obligations. These issues should be addressed by the legislature or the
9 Department of Revenue, which is authorized to enforce tax and fee collection laws
10 including the 911 tax, and not by the Commission which does not have such authority.

11 Oregon is not the first state where attempts have been made to subject TracFone
12 to state requirements which are not applicable to it or to delay approval of TracFone's
13 ETC applications based on disputes regarding such taxes. In such states, TracFone has
14 consistently worked cooperatively with legislators, regulatory departments, and other
15 stakeholders to develop and implement new laws which achieve state objectives but
16 which do so in an equitable, nondiscriminatory and competitively neutral manner as
17 required by Section 253 of the Communications Act of 1934 (47 U.S.C. § 253).

18 If the Commission deems it necessary to determine whether TracFone and other
19 prepaid wireless providers are legally obligated to pay any taxes, it should open a
20 separate proceeding to address that issue. TracFone faced a similar issue before the
21 Maine Public Utilities Commission ("Maine PUC"). In the Maine PUC proceeding
22 regarding TracFone's ETC petition, the Maine PUC raised this issue of whether TracFone
23 was obligated to make contributions to certain Maine funds, including the Maine USF

1 and Maine Telecommunications Education Access Fund ("MTEAF"). TracFone asserted
2 that it was not obligated to contribute to those funds because under applicable laws,
3 contributions were based on billed intrastate revenues, and TracFone, as a prepaid
4 wireless carrier does not bill its customers. In the order designating TracFone as an ETC,
5 the Maine PUC noted that its designation of TracFone as an ETC did not "absolve
6 TracFone of any obligations it may have to abide by the Commission's rules regarding
7 contributions to MUSF, MTEAF and payment of other regulatory fees." The Maine PUC
8 decided to "open an investigation in a separate docket into whether TracFone is required
9 to contribute to MUSF and MTEAF, and whether TracFone is in compliance with its
10 obligations to pay other applicable regulatory fees." The Maine PUC's Order designating
11 TracFone as an ETC and the Maine PUC Notice of Investigation are provided as Exhibit
12 TracFone/9 and Exhibit TracFone/10. Like the Maine PUC, this Commission should
13 open a separate docket to address any statutory tax issues within its jurisdiction, rather
14 than resolve those issues in this ETC proceeding.

15 Moreover, while TracFone has not reviewed in detail the funding requirements for
16 911 services in Oregon, it is not clear to TracFone that additional funding for 911
17 services is required to be collected from TracFone's Lifeline customers. For example, the
18 2009 Oregon legislature swept \$3,612,497 from two subaccounts related to 911 services

1 in SB 581 (Sections 41 and 42) which funds I understand were derived from the 911 tax.¹
2 This is another reason why TracFone thinks this issue should be addressed by the
3 legislature, not by the Commission in this proceeding.

4 **Q. WHEN A TRACFONE SUBSCRIBER CALLS 911, IS TRACFONE IDENTIFIED**
5 **AS THE PROVIDER SO THAT THE RELEVANT PSAP CAN CONTACT**
6 **TRACFONE FOR EXIGENT CIRCUMSTANCES?**

7 A. When a TracFone subscriber calls 911, the PSAP sees the name of the underlying carrier.
8 The PSAP contacts the underlying carrier to learn the caller was a TracFone subscriber
9 and then contacts TracFone for exigent circumstances.

10 **Q. DOES TRACFONE PROVIDE INFORMATION TO ITS LIFELINE**
11 **CUSTOMERS REGARDING ACCESS TO 911 SERVICES BY UNINITIALIZED**
12 **OR DEACTIVATED HANDSETS?**

13 A. TracFone provides all of its customers, including Lifeline customers, with handsets that
14 comply with the technical requirements for enhanced 911 services. TracFone's
15 customers, including its Lifeline customers, have access to 911 services so long as their
16 handsets are turned on. TracFone's handsets, like all other wireless handsets offered by
17 other wireless carriers, are initialized so long as they are activated. When a TracFone

¹ See <http://www.leg.state.or.us/09reg/measpdf/sb0500.dir/sb0581.en.pdf>. Both subaccounts appear to derive from the 911 tax. Section 41 of SB 581 directs \$3,112,497 from the Enhanced 9-1-1 Subaccount to the general fund for general government purposes. This subaccount stems from ORS 403.235(2) and represents 35% of the Emergency Communications Account. This account, in turn, receives the funds from the 911 tax, ORS 403.235(1). <http://www.leg.state.or.us/ors/403.html>. Section 42 of SB 581 directs \$500,000 from the Enhanced 9-1-1 Equipment Replacement Subaccount to the general fund for general government purposes. This subaccount once represented 2.5% of the Emergency Communications account, but the 2009 legislature appears to have eliminated this fund in Section 20 of HB 2168. <http://www.leg.state.or.us/09reg/measpdf/hb2100.dir/hb2168.en.pdf>. For coverage, see http://www.oregonlive.com/politics/index.ssf/2009/03/oregon_agencies_upset_as_state.html.

1 Lifeline customer uses the entire allotment of minutes, the handset remains active and the
2 phone remains initialized. 911 calls from such phones will provide PSAPs with all
3 needed telephone number and location information. TracFone's Lifeline customers do
4 not have uninitialized phones that will prevent the customers from having meaningful
5 access to emergency services. Moreover, deactivated handsets can be used to call 911.
6 Therefore, there is no need for TracFone to advise its Lifeline customers about any
7 limitations on access to 911 services caused by having an uninitialized or deactivated
8 handset.

9 **Q. WHY WOULD DESIGNATION OF TRACFONE AS AN ETC SERVE THE**
10 **PUBLIC INTEREST?**

11 A. The FCC has determined that designation of competitive ETCs serves the public interest
12 by promoting competition and benefits consumers by increasing customer choice,
13 innovative services, and new technologies. Designation of TracFone as an ETC will
14 provide a valuable alternative to the existing Lifeline wireline and wireless services
15 available in Oregon. TracFone's Lifeline service will provide public interest benefits,
16 including larger local calling areas, the convenience and security afforded by mobile
17 telephone service, the opportunity for customers to control their costs by purchasing in
18 advance only the volumes of service which they need and supplementing those quantities
19 on an as-needed basis after exhausting their monthly supply of free service, availability of
20 important vertical features such as caller ID and voice mail at no additional charge, and
21 availability of E911 service in accordance with the FCC's E911 requirements. In
22 addition, TracFone's inclusion of all distance calling (local and long distance) and

1 roaming within its calling plans will enable consumers to avoid the risk of becoming
2 burdened with large and unanticipated charges for toll calling.

3 **Q. IS TRACFONE ADDRESSING THE CURRENT ECONOMIC DOWNTURN?**

4 A. TracFone's SafeLink Wireless® Lifeline service offers important benefits that are
5 especially needed by low-income Oregon residents in this time of economic downturn.
6 According to the United States Bureau of Labor Statistics, as of April 2010, Oregon
7 experienced an unemployment rate of 10.6 percent. These conditions have had a
8 significant impact on Oregon residents. The availability of a mobile telephone is critical
9 to many unemployed Oregon residents' efforts to search for other employment
10 opportunities. Without a mobile telephone, unemployed individuals face extreme
11 difficulty in finding employment. A mobile telephone allows individuals to be reached at
12 any time and location and enables unemployed individuals to respond to potential
13 employers immediately. In addition, a mobile telephone assists employed low-wage
14 individuals by allowing those individuals to stay in contact with employers, manage
15 relationships with supervisors, and respond to requests to work additional shifts or hours.
16 TracFone's SafeLink Wireless® Lifeline program will enable thousands of Oregon
17 residents, including residents seeking employment and residents with low-wage
18 positions, to obtain a handset and wireless service which would otherwise be unavailable
19 to them.

20 **Q. WHY WOULD OREGON BENEFIT FROM ANOTHER ETC PROVIDING**
21 **LIFELINE SERVICE?**

22 A. As I will describe below, a significant number of Oregon residents who are eligible for
23 Lifeline benefits are not enrolled in a Lifeline program with an ETC. While TracFone

1 does not know the precise causes for the underutilization of a program established to
2 provide discounted telecommunications services to low-income households, based on its
3 experience in other states, it believes that its Lifeline service will attract a significant
4 number eligible low-income Oregon consumers.

5 **Q. WHAT ARE SOME BENEFITS OF INCREASED COMPETITIVE CHOICE?**

6 A. The benefits of competitive choice are especially valuable in situations in which wireless
7 providers like TracFone seek to provide service to rural communities and elsewhere. The
8 availability of a wireless competitive alternative benefits those rural consumers who often
9 must drive significant distances to work, schools, stores, and other community locations.
10 TracFone's prepaid wireless service alternative will provide all Lifeline qualified
11 consumers with convenient and affordable telecommunications service, both from their
12 residences and when they are away from their homes.

13 TracFone believes that many consumers, including qualified Lifeline customers,
14 view the portability and convenience of wireless service as a modern necessity, not a
15 luxury. Parents need to be able to reach their children wherever they may be, and vice
16 versa; persons seeking employment opportunities need to be reachable by potential
17 employers, even when they are away from home; persons need to be able to call for
18 emergency assistance while away from home, since not all emergencies requiring 911
19 access occur at home. TracFone recognizes that not all Lifeline-eligible low-income
20 Oregon consumers will select TracFone's SafeLink Wireless® offering. Some consumers
21 will prefer the traditional Lifeline plans of other ETCs, such as that of their incumbent
22 wireline local exchange carrier. For those consumers who would prefer the benefits of a
23 wireless Lifeline plan, SafeLink Wireless® will provide an important alternative.

1 According to most recent FCC data available, Oregon's statewide Lifeline participation
2 rate is 10.7 of eligible households and according to Universal Administrative Service
3 Company the statewide participation rate for 2009 was between 10 and 20 percent of
4 eligible households. In other words, more than 80 percent of low-income Oregon
5 household that are eligible to receive Lifeline are not receiving Lifeline benefits.

6 TracFone expects that many qualified low-income households will elect to enroll in its
7 SafeLink Wireless® Lifeline program, and that the availability of competing Lifeline
8 programs will encourage greater participation in Lifeline. In fact, since late 2008 when
9 TracFone commenced offering SafeLink Wireless® Lifeline service in three states
10 (Tennessee, Virginia, and Florida), TracFone has substantially increased the number of
11 Lifeline participants in each state where SafeLink Wireless® is offered. For example, in
12 each of those states, TracFone has increased Lifeline enrollment by more than one
13 hundred percent.

14 **Q. WHAT ARE THE POTENTIAL IMPACTS OF TRACFONE'S DESIGNATION**
15 **AS AN ETC ON ILECS AND OTHER ETCS?**

16 A. Based on recent USAC data, there are currently 40 ETCs in Oregon, 36 of which are
17 ILECs. As I testified, recent USAC data indicates that only between 10 and 20 percent of
18 households eligible for Lifeline service in Oregon are receiving Lifeline benefits.
19 TracFone does not know why the participation rate is so low. If TracFone is designated
20 as an ETC, it expects to substantially increase the Lifeline participation rate in Oregon.
21 However, given that at least 80 percent of qualified households are not receiving Lifeline
22 benefits, there is a significant number of qualified households that no current ETC is
23 serving. Therefore, while the current ETCs will have to compete for Lifeline customers

1 with another ETC if TracFone commences Lifeline service in Oregon, they will not
2 necessarily lose any current Lifeline customers.

3 **Q. WHAT ARE THE ADVANTAGES OF TRACFONE'S SERVICE OFFERINGS?**

4 A. As described earlier in my testimony, TracFone's entire business model is predicated on
5 providing easy-to-use, pay-as-you-go, affordable wireless telecommunications service to
6 consumers to whom wireless service would be otherwise unavailable or unaffordable.
7 TracFone offers consumers an opportunity to acquire wireless service using state-of-the-
8 art handsets and such features as caller ID, voice mail, text messaging, and long distance
9 calling without toll charges, as well as international calling to more than 60 destinations.
10 Because TracFone's service requires no term contracts, no minimum service periods or
11 volume commitments, no credit checks, and no early termination fees, the service is
12 available to everyone – irrespective of age; irrespective of residency; irrespective of
13 creditworthiness. Moreover, TracFone's prepaid service is unique in that usage
14 information and remaining balance information is stored in the handsets and is thus
15 available to consumers on a "real-time" basis. TracFone's prepaid service offers Lifeline-
16 qualified customers access, quality and price.

17 **Q. WILL TRACFONE'S DESIGNATION AS AN ETC RESULT IN**
18 **CREAMSKIMMING IN THE RURAL ILEC AREAS IN WHICH IT SEEKS**
19 **DESIGNATION AS AN ETC?**

20 A. In Commission Order 06-292, at pages 10 and 11, the Commission stated that it "will
21 undertake a cream-skimming analysis for any ETC applicant that proposes to serve less
22 than an entire study area of a rural ILEC." TracFone does not propose to serve less than
23 an entire study area of any rural ILEC, so creamskimming is not an issue in this

1 proceeding. In addition, a creamskimming analysis as part of the Commission's
2 consideration of TracFone's ETC application is neither not relevant nor appropriate.
3 TracFone is a reseller and will not seek support from the high-cost fund. The FCC
4 developed the "creamskimming" analysis requirement when it began to designate
5 wireless ETCs who sought support from this high-cost portion of the Universal Service
6 Fund to subsidize the costs of building alternative networks which would compete with
7 rural LECs. The FCC's concern was that such facilities-based wireless ETCs would get
8 high-cost support to build out competing networks with those of the rural LECs but
9 would actually deploy competing networks only in the most populous areas of the rural
10 LECs service territories -- effectively "creamskimming" in the LECs' territories since the
11 LECs had to build out throughout the entire territory including the sparsely populated
12 portions. Since TracFone is a reseller, it will not, and cannot, creamskim. It can provide
13 Lifeline service only wherever its underlying vendors have coverage. If its underlying
14 vendors do not have coverage, it cannot provide service.

15 **Q. DOES THE FACT THAT TRACFONE'S SAFELINK WIRELESS® LIFELINE**
16 **OFFERING IS FREE ENGENDER PROBLEMS ASSOCIATED WITH**
17 **ADMINISTRATION OR CUSTOMER FRAUD AND ABUSE?**

18 A. In the more than two years since TracFone commenced offering Lifeline service as an
19 ETC, it has been able to effectively detect attempted fraud and to prevent waste, fraud
20 and abuse of USF resources. TracFone has fraud prevention and detection systems in
21 place to ensure that only qualified individuals receive Lifeline benefits. For example,
22 TracFone relies on a third-party vendor to validate the identity and addresses of
23 applicants included on SafeLink Wireless® Lifeline service applications. TracFone's

1 process of verifying applicants' personal information ensures that only qualified
2 individuals receive Lifeline service and that only one TracFone Lifeline-supported
3 service is provided to each qualified household.

4 TracFone has become aware from its own investigation, as well as from the FCC
5 and state utility commissions that a limited number of its handsets have been made
6 available for resale on Internet sites, including www.eBay.com and www.craigslist.org.
7 TracFone has immediately investigated each situation, taken appropriate action, and
8 notified the FCC and appropriate state utility commissions of the outcome of its
9 investigations. TracFone's Loss Prevention department monitors and searches classified
10 postings and web blogs and establishes informational alerts in web search engines to
11 ensure that the SafeLink Wireless® brand name and products are not used for resale or
12 for fraudulent purposes. The Loss Prevention department investigates any potentially
13 improper or fraudulent activities and reports its findings to the Lifeline operations team.
14 Following an investigation, the Loss Prevention department will deactivate the phone of
15 any Lifeline customer who has engaged in such activities.

16 **Q. WHAT KIND OF IMPACT WILL TRACFONE HAVE ON THE FEDERAL**
17 **UNIVERSAL SERVICE FUND IF GRANTED ETC STATUS?**

18 A. The FCC considered the impact on the USF when determining whether to grant
19 TracFone's petitions for designation as an ETC and concluded that designation of
20 TracFone as an ETC for the limited purpose of offering Lifeline would not have a
21 significant impact on the USF. The FCC noted in its decision granting TracFone
22 forbearance from the facilities requirement for ETCs: "Any increase in the size of the
23 fund would be minimal and is outweighed by the benefit of increasing eligible

1 participation in the Lifeline program, furthering the statutory goal of providing access to
2 low-income consumers." TracFone Forbearance Order, ¶ 17.

3 Whatever impact classification of TracFone as an ETC will have on the size of the
4 universal service fund will be relatively modest and will be more than offset by the fact
5 that USF resources will be used for their most important purposes -- to make available to
6 all Americans, including low-income persons, affordable telecommunications services.
7 TracFone seeks ETC designation solely to enable it to offer Lifeline benefits to eligible
8 low-income consumers. TracFone does not seek access to funds from the federal
9 Universal Service Fund for the purpose of obtaining high-cost support. In 2008, low-
10 income support accounted for only 11.5 percent of the distribution of the total universal
11 service fund, while high-cost support accounted for 63 percent. It is important to
12 recognize the differences between low-income funding for the Lifeline program and
13 high-cost funding. With Lifeline, ETCs receive USF support only for customers they
14 obtain. If TracFone acquires Lifeline customers currently served by other ETCs,
15 TracFone will gain the Lifeline support for those customers, but the ETCs losing the
16 customers will lose the support. TracFone will only increase the amount of USF Lifeline
17 funding in situations where it obtains new Lifeline customers; that is, customers not
18 currently enrolled in other ETCs' Lifeline programs. In contrast, with high-cost support,
19 when new ETCs enter the market and capture customers from the existing ETCs, both the
20 incumbent ETCs and the new ETCs receive high-cost support -- based on the incumbent
21 LECs' costs, thereby increasing the size of the USF.

22 Significantly, TracFone's designation as an ETC will not increase the number of
23 persons eligible for Lifeline support. As stated in the Communications Act, the universal

1 service fund was established to ensure that quality services are available to all individuals
2 at just, reasonable, and affordable rates. TracFone's ability to increase the Lifeline
3 participation rate of qualified low-income individuals will further the goal of Congress to
4 provide all individuals with affordable access to telecommunications service.

5 **Q. WHAT IMPACT WILL TRACFONE HAVE ON THE SIZE OF THE RSPF IF**
6 **GRANTED ETC STATUS?**

7 A. TracFone will not be seeking any reimbursement from the RSPF. Therefore, there will
8 be no impact on the size of the RSPF if TracFone is designated as an ETC.

9 **Q. WHAT IMPACT WILL TRACFONE HAVE ON THE ADMINISTRATIVE**
10 **RESOURCES OF OTAP IF GRANTED ETC STATUS?**

11 A. As I testified earlier, TracFone should not be required to file monthly remittance reports
12 or reimbursement requests because it is not required to collect the RSPF surcharge and
13 will not be seeking any reimbursement from the RSPF. Therefore, OTAP's
14 administrative resources should not be impacted based on any reporting requirements if
15 TracFone is designated as an ETC. TracFone is not aware of whether and to what extent
16 OTAP's administrative resources are used to certify customers' eligibility for federal
17 Lifeline benefits or to verify customers' continued eligibility for federal Lifeline benefits.
18 Therefore, TracFone currently has no position as to how OTAP's administrative resources
19 would be impacted by certifying and verifying the eligibility of applicants for TracFone's
20 Lifeline service.

21 **Q. ARE THERE ANY OTHER WAYS IN WHICH TRACFONE'S DESIGNATION**
22 **AS AN ETC WILL BENEFIT THE PUBLIC INTEREST IN OREGON?**

1 A. As a national leader in prepaid wireless services, TracFone has done much to advance the
2 availability of wireless service for those portions of the population for whom wireless
3 service is otherwise unavailable or, if available, is too costly and requires term duration
4 and volume commitments which are beyond the means of many consumers.

5 Moreover, designation of TracFone as an ETC will serve the public interest by
6 further promoting the extensive role TracFone plays in the provision of communications
7 services to lower income and lower volume users, transient users, as well as other
8 consumers who either choose not to enter into long-term service commitments or who are
9 unable to meet the credit requirements necessary to obtain service from other wireline or
10 wireless carriers. TracFone's "pay-as-you-go" wireless service enables consumers to
11 enjoy the convenience and security of wireless telecommunication without being subject
12 to extensive credit reviews and long-term service commitments which historically have
13 limited the availability of wireless service to many Americans, including many Oregon
14 residents.

15 **Q. IS THERE ANYTHING ELSE YOU WOULD LIKE TO ADD TO YOUR**
16 **TESTIMONY?**

17 A. Based on my testimony above, I would like to reiterate that TracFone meets all legal
18 requirements for designation as an ETC and that designation of TracFone as an ETC for
19 the limited purpose of providing Lifeline service to low-income Oregon households will
20 serve the public interest. Accordingly, the Oregon Public Utility Commission should
21 unconditionally and promptly grant TracFone's application for designation as an eligible
22 telecommunications carrier so that TracFone may commence providing its SafeLink
23 Wireless® service to low-income Oregon households at the earliest possible time.

Federal Communications Commission

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
)
Federal-State Joint Board on Universal Service) CC Docket No. 96-45
)
Petition of TracFone Wireless, Inc. for)
Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47)
C.F.R. § 54.201(i))

ORDER

Adopted: September 6, 2005

Released: September 8, 2005

By the Commission: Commissioner Abernathy issuing a statement.

I. INTRODUCTION

1. In this Order, we address a petition filed by TracFone Wireless, Inc. (TracFone)¹ pursuant to section 10 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the Act)² requesting that the Commission forbear from the requirement that a carrier designated as an eligible telecommunications carrier (ETC) for purposes of federal universal service support provide services, at least in part, over its own facilities.³ TracFone requests that its eligibility for federal universal service support be limited to Lifeline only. Subject to the conditions that we describe below, we grant TracFone forbearance from the facilities requirement for ETC designation for Lifeline support only.⁴

II. BACKGROUND

2. Procedural History: TracFone is a non-facilities-based commercial mobile radio service (CMRS) provider (*i.e.*, a pure wireless reseller) that provides prepaid wireless telecommunications services. On June 8, 2004, TracFone filed a Petition for Forbearance from section 214(e) of the Act, which requires that an ETC offer service using its own facilities or a combination of its own facilities and resale of another carrier's services (Forbearance Petition or Petition).⁵ Contemporaneously with its Petition, TracFone filed

¹ TracFone Wireless, Inc. Petition for Forbearance, CC Docket No. 96-45, filed June 8, 2004 (Forbearance Petition or Petition). On February 17, 2005, pursuant to section 10(c) of the Act, the Wireline Competition Bureau (Bureau) extended until September 6, 2005, the date on which TracFone's Petition shall be deemed granted in the absence of a Commission decision that the Petition fails to meet the standard for forbearance under section 10(a). *TracFone Wireless, Inc.'s Petition for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(i)*, CC Docket No. 96-45, Order, 20 FCC Rcd 3677 (2005).

² Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996).

³ 47 U.S.C. § 214(e).

⁴ We note that this grant of forbearance does not establish TracFone as an ETC. We will address TracFone's petitions for ETC designations in subsequent orders.

⁵ On June 24, 2004, the Bureau issued a Public Notice seeking comment on TracFone's Petition for Forbearance. *Parties are Invited to Comment on TracFone Wireless' Petition for Designation as an Eligible Telecommunications Carrier in the State of New York and Petition for Forbearance from Application of Section 214*, CC Docket No. 96-45, Public Notice, 19 FCC Rcd 11264 (2004). Comments and replies to the June 24th Public Notice were received

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with the Commission petitions for ETC designation for several states.⁶ On August 8, 2004, TracFone, in its reply comments, and shortly thereafter in its applications for ETC designation, amended its Petition and related ETC applications to limit its eligibility for federal universal service support to the Lifeline portion of the low-income program.⁷ TracFone states that it will meet all ETC obligations except for the requirement to “own facilities” and commits to providing its Lifeline customers with access to E911 service, regardless of activation status and availability of prepaid minutes, and to requiring its customers to self-certify they are receiving only one Lifeline-supported service.⁸ On September 24, 2004, TracFone amended its Petition a second time to include a request for forbearance from section 54.201(i) of the Commission’s rules, which provides that state commissions shall not designate as an ETC a carrier that offers services supported by federal universal service support mechanisms exclusively through resale of another carrier’s service.⁹

3. Applicable Statutes and Rules: The Act provides that only an ETC shall be eligible for universal service support.¹⁰ To be eligible for ETC designation, a carrier must meet certain statutory requirements including offering service over its own facilities or a combination of its own facilities and resale of another

on July 26 and August 9, 2004, respectively. In response to certain comments, TracFone limited its Petition to Lifeline support in its August 9th reply comments. Because TracFone modified its Petition in its reply comments, commenters did not provide comment in the Forbearance proceeding on the Lifeline-only limitation. Despite this fact, commenters did address the Lifeline-only limitation in the related TracFone ETC proceedings, which TracFone likewise modified to reflect the request for limited universal service support. *See The Wireline Competition Bureau Seeks Comment on Petitions Concerning Eligible Telecommunications Designations and the Lifeline and Link-up Universal Service Support Mechanism*, CC Docket No. 96-45 and WC Docket No. 03-109, Public Notice, 19 FCC Rcd 20462 (2004).

⁶ TracFone has eight ETC petitions pending before the Commission. *See* TracFone Wireless, Inc. Petition for Designation as an Eligible Telecommunications Carrier in the State of New York, CC Docket No. 96-45, filed June 8, 2004; TracFone Wireless, Inc. Petition for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Virginia, CC Docket No. 96-45, filed June 21, 2004; TracFone Wireless, Inc. Petition for Designation as an Eligible Telecommunications Carrier in the State of Florida, CC Docket No. 96-45, filed June 21, 2004; TracFone Wireless, Inc. Petition for Designation as an Eligible Telecommunications Carrier in the State of Connecticut, CC Docket No. 96-45, filed November 9, 2004; TracFone Wireless, Inc. Petition for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Massachusetts, CC Docket No. 96-45, filed November 9, 2004; TracFone Wireless, Inc. Petition for Designation as an Eligible Telecommunications Carrier in the State of Alabama, CC Docket No. 96-45, filed November 9, 2004; TracFone Wireless, Inc. Petition for Designation as an Eligible Telecommunications Carrier in the State of Tennessee, CC Docket No. 96-45, filed November 9, 2004; TracFone Wireless, Inc. Petition for Designation as an Eligible Telecommunications Carrier in the State of North Carolina, CC Docket No. 96-45, filed November 9, 2004.

⁷ TracFone Reply Comments, filed August 9, at 2-3 (August Reply Comments). *See* TracFone Wireless, Inc. Amendment to Petition for Designation as an Eligible Telecommunications Carrier in the State of Florida, CC Docket No. 96-45, filed Aug. 16, 2004; TracFone Wireless, Inc. Amendment to Petition for Designation as an Eligible Telecommunications Carrier in the State of New York, CC Docket No. 96-45, filed Aug. 16, 2004; TracFone Wireless, Inc. Amendment to Petition for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Virginia, CC Docket No. 96-45, filed Aug. 16, 2004.

⁸ TracFone Reply Comments, filed October 4, 2004, at 3-4 (October Reply Comments); August Reply Comments at 10.

⁹ 47 C.F.R. § 54.201(i); TracFone Wireless, Inc. Clarification of Petition for Forbearance, CC Docket No. 96-45, filed September 24, 2004.

¹⁰ 47 U.S.C. § 254(e).

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carrier's service.¹¹ Only ETCs may receive high-cost and low-income support.¹² The low-income support mechanism of the universal service fund consists of the Lifeline and Link-Up programs.¹³

4. Collectively, the Lifeline and Link-Up programs are designed to reduce the monthly cost of telecommunications service and the cost of initial connection, respectively, for qualifying consumers. Lifeline provides low-income consumers with discounts of up to \$10.00 off of the monthly cost of telephone service.¹⁴ Link-Up provides low-income consumers with discounts of up to \$30.00 off of the initial costs of installing telephone service.¹⁵ Recognizing the unique needs and characteristics of tribal communities, enhanced Lifeline and Link-Up provide qualifying low-income individuals living on tribal lands with up to \$25.00 in additional discounts off the monthly costs of telephone service and up to \$70.00 more off the initial costs of installing telephone service.¹⁶ TracFone seeks eligibility to receive support only for the Lifeline portion of the low-income program.¹⁷

¹¹ 47 U.S.C. § 214(e)(1)(A).

¹² A carrier need not be an ETC to participate in the schools and libraries or rural health care programs. 47 U.S.C. § 254(h)(1)(A) and (B)(ii). See *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 9015, para. 449 (1997 *Universal Service Order*) (concluding that any telecommunications carrier, not just ETCs, may receive universal service support for providing supported services to schools and libraries); see also *Federal-State Joint Board on Universal Service*, CC Docket No. 96-46, Fourteenth Order on Reconsideration, 14 FCC Rcd 20106, 20114-5, para. 19 (1999) (*Fourteenth Order on Reconsideration*) (finding that although only ETCs may receive universal service support, a non-ETC that provides supported services to eligible rural health care providers may offset the value of the discount provided against its universal service contribution obligation and, to the extent such discount exceeds its contribution obligation, receive a refund).

¹³ 47 C.F.R. §§ 54.401, 54.411.

¹⁴ See 47 C.F.R. § 54.401(a)(2).

¹⁵ See 47 C.F.R. § 54.411(a)(1).

¹⁶ See 47 C.F.R. §§ 54.405(a)(4), 54.411(a)(3). Under the Commission's rules, there are four tiers of federal Lifeline support. All eligible subscribers receive Tier 1 support which provides a discount equal to the ETC's subscriber line charge. Tier 2 support provides an additional \$1.75 per month in federal support, available if all relevant state regulatory authorities approve such a reduction. (All fifty states have approved this reduction.) Tier 3 of federal support provides one half of the subscriber's state Lifeline support, up to a maximum of \$1.75. Only subscribers residing in a state that has established its own Lifeline/Link-Up program may receive Tier 3 support, assuming that the ETC has all necessary approvals to pass on the full amount of this total support in discounts to subscribers. Tier 4 support provides eligible subscribers living on tribal lands up to an additional \$25 per month towards reducing basic local service rates, but this discount cannot bring the subscriber's cost for basic local service to less than \$1. See 47 C.F.R. § 54.403.

¹⁷ August Reply Comments at 3 (requesting eligibility for Lifeline only support); October Reply Comments at 4 (specifying it does not seek eligibility for Link-Up support). TracFone has filed details of two proposed Lifeline plans. TracFone Wireless, Inc. *Ex Parte* Supplement to Petition for Forbearance and Petitions for Designation as an Eligible Telecommunications Carrier, CC Docket No. 96-45, at 3-5, filed July 15, 2005. The first plan, the "Pay-As-You-Go" Lifeline Plan, provides Lifeline customers with access to the network for one year and 30 minutes of airtime each month. Under TracFone's proposal, the cost of this plan would be completely subsidized by the Lifeline support. *Id.* at 3-4. The second plan, the "Net10 Pay-As-You-Go" Lifeline Plan, would require the Lifeline customer to purchase buckets of minutes to be used in an identified period of time that are discounted from TracFone's retail price to reflect the Lifeline subsidy. *Id.* at 4-5. One variation under this plan would require Lifeline customers to redeem coupons monthly. *Id.* TracFone states that, under any plan, the Administrator would provide support to TracFone as it does to all other recipients of Lifeline support; that is, TracFone's Lifeline support will be calculated on a monthly basis and distributed on a quarterly basis. Letter from Mitchell F. Brecher, Counsel for TracFone, to Marlene H. Dortch, FCC, CC Docket No. 96-45, at 3, filed August 22, 2005.

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5. The Commission has in the past declined to extend ETC status to pure resellers. In the 1997 *Universal Service Order*, the Commission found that the plain language of the statute requires that a carrier seeking ETC designation must own facilities, at least in part, thus precluding a carrier that offers services solely through resale from being designated as eligible.¹⁸ The Commission reasoned, without distinguishing among the various universal service support programs, that it was appropriate to deny pure resellers universal service support because pure resellers could receive the benefit of universal service support by purchasing wholesale services at a price that includes the universal service support received by the incumbent provider.¹⁹ Later in the 1997 *Universal Service Order*, the Commission found that although resellers were not eligible to receive universal support directly, they were not precluded from offering Lifeline services. Resellers could offer Lifeline services by purchasing services at wholesale rates pursuant to section 251(c)(4) that reflect the customer-specific Lifeline support amount received by the incumbent local exchange company (LEC) and then passing these discounts through to qualifying low-income customers.²⁰ The Commission, in so finding, considered only that the underlying carrier was an incumbent LEC, subject to price-regulated resale obligations. Further, the Commission declined to forbear from the facilities requirement, finding that the statutory criteria had not been met.²¹ Making no finding with respect to the first two prongs, the Commission concluded that forbearance was not in the public interest because allowing pure resellers to receive universal service support would result in double recovery by the resellers.²² In making this finding, however, the Commission again did not distinguish among the various universal service support programs. Specifically, it did not consider whether providing only Lifeline support directly to a pure wireless reseller would result in double recovery.

III. DISCUSSION

6. For the reasons provided below, we conditionally grant TracFone's Petition and forbear from section 214(e) of the Act and sections 54.201(d)(1) and 54.201(i) of our rules for the purpose of considering its Petitions for ETC Designation for Lifeline support only.²³ If ultimately granted ETC status, TracFone will be eligible only for Lifeline support. As a limited ETC, TracFone would not be eligible to receive support for the other supported services under the low-income program nor would it be eligible, as an ETC, to receive support for services supported by the other universal support mechanisms.²⁴ We will address TracFone's petitions for ETC designation in subsequent orders. In sum, this grant is conditional on TracFone (a) providing its Lifeline customers with 911 and enhanced 911 (E911) access regardless of activation status and availability of prepaid minutes; (b) providing its Lifeline customers with E911-compliant handsets and replacing, at no additional charge to the customer, non-compliant handsets of existing customers who obtain Lifeline-supported service; (c) complying with conditions (a) and (b) as of the date it provides it provides Lifeline service; (d) obtaining a certification from each Public Safety

¹⁸ *Id.* at 8875, para. 178 (adopting Joint Board's analysis and conclusion); see *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Recommended Decision, 12 FCC Rcd 87, 172-73, paras. 160-161 (1996).

¹⁹ 1997 *Universal Service Order*, 12 FCC Rcd at 8866, para. 161 and 8875, para. 178.

²⁰ *Id.* at 8972, para. 370. The Commission noted that it would reassess this approach in the future if the Lifeline program appeared to be under-utilized. *Id.*

²¹ *Id.* at 8875-6, para. 179.

²² *Id.*

²³ In addition, and on our own motion, we forbear from section 54.201(d)(1) of the Commission's rules. 47 C.F.R. § 54.201(d)(1). This section mirrors section 214(e) of the Act and requires that ETCs be facility-based, at least in part. We apply the same forbearance analysis we applied to section 214(e) to this section of our rules in determining that forbearance is warranted.

²⁴ See n.16, *supra*, for discussion regarding participation by non-ETCs in the schools and libraries and rural health care programs.

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Answering Point (PSAP) where TracFone provides Lifeline service confirming that TracFone complies with condition (a); (e) requiring its customers to self-certify at time of service activation and annually thereafter that they are the head of household and receive Lifeline-supported service only from TracFone; and (f) establishing safeguards to prevent its customers from receiving multiple TracFone Lifeline subsidies at the same address.²⁵ Finally, as explained below, within thirty days of the release of this Order, we require TracFone to file with the Commission a plan outlining the measures it will take to implement these conditions.

7. Section 10 of the Act requires that the Commission forbear from applying any regulation or any provision of the Act to telecommunications services or telecommunications carriers, or classes thereof, in any or some of its or their geographic markets, if the Commission determines that the three conditions set forth in section 10(a) are satisfied. Specifically, section 10(a) provides that the Commission shall forbear from applying such provision or regulation if the Commission determines that:

- (1) enforcement of such regulation or provision is not necessary to ensure that the charges, practices, classifications, or regulations by, for, or in connection with that telecommunications carrier or telecommunications service are just and reasonable and are not unjustly or unreasonably discriminatory;
- (2) enforcement of such regulation or provision is not necessary for the protection of consumers; and
- (3) forbearance from applying such provision or regulation is consistent with the public interest.²⁶

8. In addition, when considering the public interest prong under section 10(a)(3), the Commission must consider “whether forbearance ... will promote competitive market conditions.”²⁷ If the Commission determines that such forbearance will promote competition among providers of telecommunications services, that determination may be the basis for a Commission finding that forbearance is in the public interest.²⁸ Forbearance is warranted, however, only if all three prongs of the test are satisfied. For the reasons explained below, we find that TracFone satisfies all three prongs.

9. This Petition requires that we consider the statutory goals of two related but different provisions of the Act. We first examine the statutory goals of universal service in section 254 specifically in the

²⁵ Commenters have raised concerns about the administrative costs, complexities, and burdens of granting this Petition and presumably the associated ETC designation petitions. See Letter from Robin E. Tuttle, USTelecom, to Marlene Dortch, FCC, CC Docket No. 96-45 (filed August 17, 2005) (USTelecom August 17 *Ex Parte*). We believe that this conditional forbearance will serve to further the statutory goal of the providing telecommunications access to low-income subscribers while establishing the necessary safeguards to protect the universal service fund and the functioning of the low-income support mechanism. To the extent, however, that our predictive judgment proves incorrect and these conditions prove to be inadequate safeguards, the parties can file appropriate petitions with the Commission and the Commission has the option of reconsidering this forbearance ruling. See *Petition for Forbearance of the Verizon Telephone Companies Pursuant to 47 U.S.C. § 160(c)*, WC Docket No. 01-338, Memorandum Opinion and Order, 19 FCC Rcd 21496, 21508-9, para. 26 n.85 (2004); see also *Petition of SBC Communications Inc. for Forbearance from Structural Separations Requirements of Section 272 of the Communications Act of 1934, As Amended, and Request for Relief to Provide International Directory Assistance Services*, CC Docket No. 97-172, Memorandum Opinion and Order, 19 FCC Rcd 5211, 5223-24, para. 19 n.66 (2004); *Cellnet Communications, Inc. v. FCC*, 149 F.3d 429, 442 (6th Cir. 1998). Additionally, we note that the conditions we impose here will be incorporated into any grant of the ETC designation petitions and any violation of such conditions may result in loss of ETC status.

²⁶ 47 U.S.C. § 160(a).

²⁷ 47 U.S.C. § 160(b).

²⁸ *Id.*

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context of “low-income consumers.”²⁹ We then consider the statutory purpose underpinning the facilities requirement in section 214(e) as it relates to qualifying for federal low-income universal service support. After careful examination of the regulatory goals of universal service as applied to low-income consumers, we determine that a facilities requirement for ETC designation is not necessary to ensure that a pure wireless reseller’s charges, practices, classifications or regulations are just and reasonable when that carrier seeks such status solely for the purpose of providing Lifeline-supported services. Indeed, for the reasons provided below, we find that the facilities requirement impedes greater utilization of Lifeline-supported services provided by a pure wireless reseller.

10. Universal service has been a fundamental goal of federal telecommunications regulation since the passage of the Communications Act of 1934.³⁰ Congress renewed its concern for low-income consumers in the Telecommunications Act of 1996 when it established the principles that guide the advancement and preservation of universal service.³¹ Specifically, the Act directs the Commission to consider whether “consumers in all regions of the Nation, *including low-income consumers* and those in rural, insular, and high cost areas, ... have access to telecommunications [services] ... at rates that are reasonably comparable to rates charged ... in urban areas.”³² We therefore examine the facilities requirement from which TracFone seeks forbearance in light of the statute’s goal of providing low-income consumers with access to telecommunications services.

11. Just and Reasonable: As an initial matter, we note that a provision or regulation is “necessary” if there is a strong connection between the requirement and regulatory goal.³³ Section 10(a)(1) requires that we consider whether enforcement of the facilities-based requirement of section 214(e) for a pure wireless reseller that seeks ETC designation for Lifeline support only is necessary to ensure that the charges, practices, classifications or regulations are just and reasonable and not unjustly or unreasonably discriminatory.

12. We find that the facilities requirement is not necessary to ensure that TracFone’s charges, practices, and classifications are just and reasonable and not unjustly or unreasonably discriminatory where it is providing Lifeline service only. The Commission has in the past declined to extend ETC status to pure resellers because it was concerned about double recovery of universal service support.³⁴ In making this decision, however, the Commission considered the issue in the context of wireline resellers and without differentiating among the types of universal service support and the basis of distribution. Lifeline support, designed to reduce the monthly cost of telecommunications services for eligible consumers, is distributed on a per-customer basis and is directly reflected in the price that the eligible customer pays.³⁵ Because it is customer-specific, a carrier who loses a Lifeline customer to a reseller would no longer receive the Lifeline support to pass through to that customer. Thus, a wireless reseller who serves a Lifeline-eligible customer and receives Lifeline support directly from the fund does not receive a double recovery. By comparison, where the wholesale carrier is an incumbent LEC subject to price-regulated resale under section 251(c)(4), the rate at which the reseller obtains the wholesale service is based on a state-mandated percentage

²⁹ 47 U.S.C. § 254(b)(3).

³⁰ 47 U.S.C. § 151 (“to make available, so far as possible, *to all the people* of the United States ... a rapid, efficient, Nation-wide, and world-wide wire and communication service with adequate facilities at reasonable rates”) (emphasis added).

³¹ 47 U.S.C. § 254(b); *see 1997 Universal Service Order*, 12 FCC Rcd at 8789, para. 21 and 8793, para. 27.

³² 47 U.S.C. § 254(b)(3) (emphasis added).

³³ *See CTIA v. FCC*, 330 F.3d 502, 512 (2003).

³⁴ *1997 Universal Service Order*, 12 FCC Rcd at 8861, 8873, 8875, paras. 151-152, 174, and 178.

³⁵ 47 C.F.R. §§ 54.401, 54.504.

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discount off of the incumbent LEC's retail rate for the service, and any Lifeline support received by the incumbent LEC would therefore be reflected in the price charged to the reseller.³⁶ In this scenario, a reseller that also received Lifeline support could recover twice: first because the benefit of the Lifeline support is reflected in the wholesale price and second because the reseller also receives payment directly from the fund for the Lifeline customer. That, however, is not the case before us. TracFone, as a CMRS provider, does not purchase Lifeline-supported services from incumbent LEC providers. Because TracFone's CMRS wholesale providers are not subject to section 251(c)(4) resale obligations, the resold services do not reflect a reduction in price due to Lifeline support. Therefore, we find that allowing TracFone to receive Lifeline support directly from the fund would not result in double recovery to TracFone and that the logic of the *1997 Universal Service Order* does not apply here.

13. We agree with TracFone that, as a reseller, it is by definition subject to competition and that this competition ensures that its rates are just and reasonable and not unjustly or unreasonably discriminatory.³⁷ We note that TracFone's Lifeline offering will compete with at least one other Lifeline offering whether from the underlying CMRS provider, if an ETC, or from the incumbent wireline carrier.³⁸ We also believe that this competition will spur innovation amongst carriers in their Lifeline offerings, expanding the choice of Lifeline products for eligible consumers. We note that TracFone has created a wireless prepaid product that is neither dependent upon the retail service offerings of its underlying carriers nor simply a rebranding of the underlying carrier's retail service offering which may provide a valuable alternative to eligible consumers.³⁹

14. For the reasons provided above, we find that the requirements of the first prong of section 10(a) are met. Where, as here, the wireless reseller is forgoing all universal service support but Lifeline, which is customer-specific and is designed to make telecommunication service affordable to eligible consumers, the facilities requirement is unnecessary to preserve the integrity of the universal service program or the fund. By limiting TracFone's eligibility to Lifeline support, the facilities requirement is not necessary to ensure that TracFone's charges, practices, and classifications are just and reasonable.

15. Consumer Protection: Section 10(a)(2) requires that we consider whether enforcement of the facilities-based requirement of section 214(e) for a pure wireless reseller that seeks ETC designation only for Lifeline support is necessary for the protection of consumers. We find that imposing a facilities requirement on a pure wireless reseller is not necessary for the protection of consumers subject to the conditions described below. Specifically, we conclude that forbearance from this provision will actually benefit consumers. Indeed, if TracFone is ultimately granted limited ETC status, it would be offering Lifeline-eligible consumers a choice of providers not available to such consumers today for accessing telecommunications services. The prepaid feature may be an attractive alternative for such consumers who need the mobility, security, and convenience of a wireless phone but who are concerned about usage charges or long-term contracts. We also note that TracFone has committed to ensuring that all of its consumers will be able to place enhanced 911 (E911) calls from their handsets even if the consumer's service is not active or does not have prepaid minutes available.⁴⁰

³⁶ See 47 C.F.R. § 251(c)(4).

³⁷ Forbearance Petition at 5.

³⁸ See 47 C.F.R. § 54.405(a) (requiring ETCs to offer Lifeline service).

³⁹ TracFone states that its customers pay in advance for minutes of use, without term contracts or termination fees, other extraneous or pass-through fees, credit checks, or deposits. TracFone also states that its pricing is uniform across its service areas despite the costs associated with any particular underlying carrier. Forbearance Petition at 3-4.

⁴⁰ August Reply Comments at 10.

16. Given the importance of public safety, we condition this grant of forbearance on TracFone's compliance with the E911 requirements applicable to wireless resellers, as modified below, for all Lifeline customers. In light of the condition discussed below, that TracFone ensure its customers receive only one Lifeline-supported service, we find it essential that TracFone's Lifeline-supported service be capable of providing emergency access. Given the possibility that this Lifeline-supported service will be the customers' only means of accessing emergency personnel, we require that TracFone provide its Lifeline customers with access to basic and E911 service immediately upon activation of service.⁴¹ We note that this condition is consistent with TracFone's representation that its Lifeline customers will be able to make emergency calls at any time.⁴² To demonstrate compliance with this condition, TracFone must obtain a certification from each PSAP where it provides Lifeline service confirming that TracFone provides its customers with access to basic and E911 service. TracFone must furnish copies of these certifications to the Commission upon request.⁴³ As an additional condition, TracFone must provide only E911-compliant handsets to its Lifeline customers, and must replace any non-compliant handset of an existing customer that obtains Lifeline-supported service with an E911-compliant handset, at no charge to the customer. The Commission has an obligation to promote "safety of life and property" and to "encourage and facilitate the prompt deployment throughout the United States of a seamless, ubiquitous, and reliable end-to-end infrastructure" for public safety.⁴⁴ The provision of 911 and E911 services is critical to our nation's ability to respond to a host of crises, and this Commission has a longstanding and continuing commitment to a nationwide communications system that promotes the safety and welfare of all Americans, including Lifeline customers.⁴⁵ We believe that these conditions are necessary to ensure that TracFone's Lifeline customers have meaningful access to emergency services. We reiterate that, with the possibility that the Lifeline service will be the customer's only access to emergency services and given the potential gravity of harm if such Lifeline customers cannot obtain such access, we believe that these conditions will further the protection of such Lifeline customers.

17. We are not persuaded by some commenters' concerns regarding the impact on the size of the universal service fund and the associated contribution obligation if we grant this Petition.⁴⁶ Because section 10(a)(2) requires that we consider the welfare of all "consumers," we must consider the effect a grant of this Petition will have on consumers who will likely shoulder the effects of any increased contribution obligation since carriers are permitted to recover their contribution obligations from

⁴¹ Under section 20.18(m) of our rules, wireless resellers have an independent obligation, beginning December 31, 2006, to provide access to basic and E911 service, to the extent that the underlying facilities-based licensee has deployed the facilities necessary to deliver E911 information to the appropriate PSAP. 47 C.F.R. § 20.18(m). Section 20.18(m) further provides that resellers have an independent obligation to ensure that all handsets or other devices offered to their customers for voice communications are location-capable. *Id.* Under our rules, this obligation applies only to new handsets sold after December 31, 2006. *Id.* As a condition of this grant of forbearance, however, we require that TracFone, if granted ETC status, meet the requirements of section 20.18(m) for all of its Lifeline customers as of the date it provides such Lifeline service.

⁴² August Reply Comments at 10 (given E911 capabilities of its service and handsets, TracFone envisions that its service "really will serve as a 'lifeline' for those eligible customers participating in the program").

⁴³ We recognize that, as a practical matter, if TracFone's underlying facilities-based licensee has not deployed the facilities necessary to deliver E911 information to the appropriate PSAP, TracFone will not be able to offer Lifeline-supported service to customers residing in that area.

⁴⁴ *Applications of Nextel Communications, Inc. and Sprint Corporation For Consent to Transfer Control of Licenses and Authorizations*, WT Docket No. 05-63, Memorandum and Order, FCC 05-148, para. 144 (rel. August 8, 2005).

⁴⁵ *Id.*

⁴⁶ *See, e.g.*, Comments of TDS Telecommunications Corp., filed September 20, 2004, at 5-6 (TDS Comments).

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customers.⁴⁷ If TracFone is able to obtain ETC designation for Lifeline-only services, we do not expect this to significantly burden the universal service fund and thus negatively affect consumers through increased pass-through charges of the carriers' contribution obligations. The Commission has recognized the potential growth of the fund associated with high-cost support distributed to competitive ETCs.⁴⁸ TracFone, however, would not be eligible for high-cost support. In 2004, low-income support accounted for only 14 percent of the distribution of the total universal service fund; whereas, high-cost support accounted for 64.2 percent.⁴⁹ Any increase in the size of the fund would be minimal and is outweighed by the benefit of increasing eligible participation in the Lifeline program, furthering the statutory goal of providing access to low-income consumers. Significantly, granting TracFone's Petition will not have any effect on the number of persons eligible for Lifeline support.

18. We further safeguard the fund by imposing additional conditions on this grant of forbearance. Specifically, as a further condition of this grant of forbearance and in addition to all other required certifications under the program, we require that TracFone require its Lifeline customers to self-certify under penalty of perjury upon service activation and then annually thereafter that they are the head of household and only receive Lifeline-supported service from TracFone.⁵⁰ The penalties for perjury must be clearly stated on the certification form. Additionally, in order to further strengthen the head of household requirement, we require that TracFone track its Lifeline customer's primary residential address and prohibit more than one supported TracFone service at each residential address.⁵¹ These conditions are consistent with TracFone's representations in the record.⁵² In light of these safeguards, we are not dissuaded from granting forbearance by concerns of double recovery relating to customers receiving Lifeline support for more than one service.⁵³ We recognize, however, that the potential for more than one

⁴⁷ See 47 C.F.R. § 54.712.

⁴⁸ See *Federal-State Joint Board on Universal Service, Virginia Cellular, LLC Petition for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Virginia*, CC Docket No. 96-45, Memorandum Opinion and Order, 19 FCC Rcd 1563, 1577, para. 31 (2004); see also *Federal-State Joint Board on Universal Service, Highland Cellular, Inc. Petition for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Virginia*, CC Docket No. 96-45, Memorandum Opinion and Order, 19 FCC Rcd 6422, 6433-4, para. 25 (2004).

⁴⁹ Wireline Competition Bureau, Federal Communications Commission, *Trends in Telephone Service*, Table 19.1 and Chart 19.1 (June 2005). As of March 2004, the average monthly federal support per non-tribal Lifeline customer was \$8.55. *Id.* at Table 19.7. See 47 C.F.R. § 54.403. Tribal customers are eligible for up to an additional \$25 per month in Lifeline support. 47 C.F.R. § 54.403(a)(4).

⁵⁰ October Reply Comments at 3-4 (commitment to require Lifeline customers to self-certify that they do not receive support from any other carrier). To monitor compliance, we require that TracFone maintain the self-certifications and provide such documentation to the Commission upon request.

⁵¹ See Reply Comments of TracFone Wireless, Inc. to Petition for ETC Designation in Virginia, filed September 7, 2004, at 7-8 (fully capable of fulfilling all record keeping requirements and has the ability to track each consumer's primary residence). See also Letter from Mitchell F. Brecher, Counsel for TracFone, to Marlene H. Dortch, FCC, CC Docket No. 96-45, filed July 13, 2005 (capable of fulfilling certification and verification requirements) (TracFone July 13 *Ex Parte*).

⁵² See n.56 and n.57 above. We point out that these conditions are in addition to, and do not supplant, the certification and verification eligibility already required by our rules for federal default states and any similar state rules for the non-federal default states. See, e.g., 47 C.F.R. § 54.410 (requiring initial certification and annual verification of eligibility).

⁵³ See TDS Comments at 5-6; Reply Comments of the United State Telecom Association, filed October 4, 2004, at 6 and n.18; letter from Katherine O'Hara, Verizon, to Marlene H. Dortch, FCC, CC Docket No. 96-45, at 1, filed August 9, 2005 (Verizon *Ex Parte*); USTelecom August 17 *Ex Parte* at 4.

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Lifeline-supported service per eligible consumer is an industry-wide problem.⁵⁴ We are confident that these conditions of this grant of forbearance will eliminate this concern with respect to TracFone's customers. Additionally, we encourage comment on this issue in the *Comprehensive Universal Services Program Management* proceeding to address the potential for abuse throughout the industry.⁵⁵

19. USTelecom raised concerns about the fact that TracFone distributes its service through retail outlets.⁵⁶ USTelecom argues that TracFone will not have the requisite control over the retailer's employees to ensure compliance with Lifeline rules and certifications. We recognize that this may be a problem and thus require that TracFone distribute its Lifeline service directly to its Lifeline customers. Specifically, customers may purchase handsets at TracFone's retail outlets, however, we require that TracFone deal directly with the customer to certify and verify the customer's Lifeline eligibility. Of the two methods for certifying and verifying customer eligibility offered by TracFone, we reject the point of sale procedures that would allow TracFone Lifeline customers to submit qualifying information to the retail vendor.⁵⁷ TracFone must have direct contact with the customer, whether by telephone, fax, Internet, in-person consultation or otherwise, when establishing initial and continued eligibility.

20. Certain commenters argue that the prepaid, resold nature of TracFone's proposed service offering will facilitate fraud, waste, and abuse in the Lifeline program.⁵⁸ We find that this concern is more properly addressed in any order resolving TracFone's petitions for designation as an ETC. In the ETC designation proceedings, if TracFone's petitions are granted, we will address how Lifeline support will be calculated and distributed if the prepaid nature of TracFone's service offering requires such clarification.

21. In light of the conditions we have outlined here, we believe that appropriate safeguards are in place to deter waste, fraud, and abuse. We strive to balance our objective of increasing participation in the low-income program with our objective of preventing and deterring waste, fraud, and abuse. We find that we have struck the appropriate balance here. We are also mindful of the fact that other prepaid pure wireless carriers may similarly seek eligibility for Lifeline-only support. Given the safeguards we put in place aimed at ensuring that only eligible consumers receive such support and that they receive such support only once, we do not believe that similar requests will have a detrimental impact on the fund. We note that to the extent any similarly situated prepaid wireless reseller seeks forbearance from these requirements for the purpose of providing only Lifeline support, it will be expected to comply with all the conditions we impose upon TracFone herein.

22. Accordingly, we find that, subject to the 911 and E911 conditions and the self-certification and address limitation conditions set out above, the ETC facilities-based requirement is not necessary for consumer protection. We thus conclude that the second prong of section 10(a) is satisfied.

23. **Public Interest:** Section 10(a)(3) requires that we consider whether enforcement of the facilities-based requirement of section 214(e) for a pure wireless reseller that seeks ETC designation for Lifeline

⁵⁴ See Verizon *Ex Parte* at 1; USTelecom August 17 *Ex Parte* at 2, 4.

⁵⁵ See *Comprehensive Review of Universal Service Fund Management, Administration, and Oversight, Federal State Joint Board on Universal Service, Schools and Libraries Universal Service Support Mechanism, Rural Health Care Support Mechanism, Lifeline and Link-Up, Changes to the Board of Directors for the National Exchange Carrier Association, Inc.*, WC Docket Nos. 05-195, 02-60, 03-109 and CC Docket Nos. 96-45, 97-21, FCC 05-124, para. 22 (rel. June 14, 2005) (*Comprehensive Universal Services Program Management*).

⁵⁶ See USTelecom August 17 *Ex Parte* at 4.

⁵⁷ TracFone July 13 *Ex Parte* at 2-3.

⁵⁸ Letter from Jeffrey S. Lanning, USTelecom, to Marlene H. Dortch, FCC, CC Docket No. 96-45, at 3-5, filed August 26, 2005; Reply Comments of Verizon, filed October 4, 2004, at 3.

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support only is in the public interest. In this instance, based on the record before us, we find that the statutory goal of providing telecommunications access to low-income consumers outweighs the requirement that TracFone own facilities, where TracFone, should it be designated an ETC, will be eligible only for Lifeline support. Thus, we find that requiring TracFone, as a wireless reseller, to own facilities does not necessarily further the statutory goals of the low-income program, which is to provide support to qualifying low-income consumers throughout the nation, regardless of where they live.

24. The Lifeline program is designed to reduce the monthly cost of telecommunications service for qualifying low-income consumers.⁵⁹ Presently only about one-third of households eligible for low-income assistance actually subscribe to the program.⁶⁰ We recently expanded eligibility criteria and outreach guidelines for federal default states in an effort to increase participation.⁶¹ On July 26, 2005, we launched a joint initiative with the National Association of Regulatory Utility Commissioners to raise awareness of our Lifeline and Link-Up programs among low-income consumers.⁶² We believe even more can be done to further expand participation to those subscribers that qualify and thus further the statutory goal of section 254(b). Therefore, consistent with the Commission's assertion in the *1997 Universal Service Order* concerning under-utilization of the program, we conclude it is appropriate to consider the relief requested with the goal of expanding eligible participation in the program.⁶³ With only about one-third of Lifeline-eligible households actually subscribing, we believe that granting TracFone's Petition serves the public interest in that it should expand participation of qualifying consumers. Accordingly, we conclude that forbearing from the facilities requirement for Lifeline support only, subject to the conditions set forth above satisfies the requirements of section 10(a)(3).

25. Within thirty days of this release of this Order, we require that TracFone file with the Commission a plan outlining the measures it will take to implement the conditions outlined in this Order. This plan will be placed on public notice and will be considered by the Commission in TracFone's ETC designation proceedings. For the foregoing reasons and subject to the conditions above, we find that the third prong of section 10(a) is satisfied.

26. Finally, we reject USTelecom's argument that TracFone has not requested forbearance from the facilities requirement in section 254(e) and that without such forbearance TracFone cannot fulfill the obligations of an ETC. Specifically, section 254(e) requires that "a carrier that receives such support shall use that support only for the provision, maintenance, and upgrading of facilities and services for which the support is intended."⁶⁴ USTelecom emphasizes that the words "facilities" and "services" are joined by the conjunctive article "and" and therefore an ETC must use any universal support received for facilities as well as services.⁶⁵ We disagree with USTelecom's interpretation. First, we read this provision together with the sentence that precedes it. The preceding sentence states that only an ETC "shall be eligible to receive *specific* Federal universal service support."⁶⁶ The next sentence, which USTelecom quotes, then

⁵⁹ 47 C.F.R. § 54.401.

⁶⁰ *Lifeline and Link-Up*, WC Docket No. 03-109, Report and Order and Further Notice of Proposed Rulemaking, 19 FCC Rcd 8302, 8305, para. 1 and Appendix K at Table 1.B.

⁶¹ *Id.* at 8305, para 1.

⁶² *FCC and NARUC Launch "Lifeline Across America" to Raise Awareness of Lifeline and Link-Up Programs*, News Release, July 26, 2005.

⁶³ *1997 Universal Service Order*, 12 FCC Rcd at 8972, para. 370.

⁶⁴ 47 U.S.C. § 254(e).

⁶⁵ USTelecom August 17 *Ex Parte* at 5 n.1.

⁶⁶ 47 U.S.C. § 254(e) (emphasis added).

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requires that “*such* service”, which we find refers to the specific universal support from the previous sentence, be used only for purposes “for which the support is intended.” Reading these sentences together in their entirety, we find that Congress intended that a carrier must use the universal support received to meet the goals of the specific support mechanism under which it was distributed. For example, a carrier who receives specific Lifeline support must use that support to reduce the price of access to telecommunications services for the eligible customer. Second, we note that not all the nominalized verbs in the sentence quoted by USTelecom, “provision,” “maintenance,” and “upgrading,” can be read to apply to both facilities and services. What for example would it mean to “maintain” a “service” apart from the “facilities”? We also note that the nominalized verbs themselves are joined by the conjunctive article “and”. Therefore, extending USTelecom’s logic, any universal support received by a carrier must always be used for the provision, maintenance, *and* upgrading of *both* facilities and services. The terms maintenance and upgrading as generally associated with a carrier’s network and not with service itself. Thus, USTelecom’s reading of section 254(e) would require us to interpret the term “service” as surplusage – a result that must be avoided when the statute admits to other interpretations.⁶⁷ We find the more appropriate reading is to consider these terms in the disjunctive. Thus, we conclude that an ETC receiving Lifeline support uses this specific universal service support for the purposes for which it was intended when it reduces the price of the Lifeline service by the amount of the support.

IV. ORDERING CLAUSE

27. Accordingly, IT IS ORDERED THAT, pursuant to sections 4(i), 10, 214, and 254 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 160, 214, and 254, the Petition for Forbearance filed by TracFone Wireless, Inc. on June 8, 2004, and amended on August 9, 2004 and September 24, 2004, IS GRANTED subject to the conditions set forth above and, on our own motion, we forbear from enforcing 47 C.F.R. § 54.201(1)(d).

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

⁶⁷ See, e.g., *TRW Inc. v. Andrews*, 534 U.S. 19, 31 (2001); *Duncan v. Walker*, 533 U.S. 167, 174 (2001).

**STATEMENT OF
COMMISSIONER KATHLEEN Q. ABERNATHY**

*Re: Federal-State Joint Board on Universal Service; Petition of TracFone Wireless, Inc. for
Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(i) (CC Docket No. 96-45).*

I am very pleased to join in today's decision, which will help expand the availability of Lifeline subsidies to low-income users of resold wireless telecommunications services. In the 1996 Act, Congress directed the Commission to ensure that all Americans, "including low-income consumers," have access to telecommunications services and information services. One critical component of the Commission's effort to guarantee such access is the Lifeline program, which provides discounts to monthly telephone service for the less fortunate among us. Unfortunately, however, a 2004 analysis performed by Commission staff indicated that only about a third of households eligible for Lifeline support actually subscribe to the program.

While it is clear that today's action will not close that gap on its own, I believe it is essential that we take all possible steps to ensure that low-income users are not barred from utilizing available support on the basis of the specific technologies they wish to use or the specific business plans pursued by their service providers. By providing support to resold wireless services, we are indeed extending a "line" to customers who might not otherwise make use of the Lifeline program, and thus are helping to fulfill Congress's vision of truly *universal* service.

CTIA

Consumer Code *for* Wireless Service

To provide consumers with information to help them make informed choices when selecting wireless service, to help ensure that consumers understand their wireless service and rate plans, and to continue to provide wireless service that meets consumers' needs, the CTIA and the wireless carriers that are signatories below have developed the following Consumer Code. The carriers that are signatories to this Code have voluntarily adopted the principles, disclosures, and practices here for wireless service provided to individual consumers.

THE WIRELESS CARRIERS THAT ARE SIGNATORIES TO THIS CODE WILL:

ONE

DISCLOSE RATES AND TERMS OF SERVICE TO CONSUMERS

For each rate plan offered to new consumers, wireless carriers will make available to consumers in collateral or other disclosures at point of sale and on their web sites, at least the following information, as applicable: (a) the calling area for the plan; (b) the monthly access fee or base charge; (c) the number of airtime minutes included in the plan; (d) any nights and weekend minutes included in the plan or other differing charges for different time periods and the time periods when nights and weekend minutes or other charges apply; (e) the charges for excess or additional minutes; (f) per-minute long distance charges or whether long distance is included in other rates; (g) per-minute roaming or off-network charges; (h) whether any additional taxes, fees or surcharges apply; (i) the amount or range of any such fees or surcharges that are collected and retained by the carrier; (j) whether a fixed-term contract is required and its duration; (k) any activation or initiation fee; and (l) any early termination fee that applies and the trial period during which no early termination fee will apply.

TWO

MAKE AVAILABLE MAPS SHOWING WHERE SERVICE IS GENERALLY AVAILABLE

Wireless carriers will make available at point of sale and on their web sites maps depicting approximate voice service coverage applicable to each of their rate plans currently offered to consumers. To enable consumers to make comparisons among carriers, these maps will be generated using generally accepted methodologies and standards to depict the carrier's outdoor coverage. All such maps will contain an appropriate legend concerning limitations and/or variations in wireless coverage and map

usage, including any geographic limitations on the availability of any services included in the rate plan. Wireless carriers will periodically update such maps as necessary to keep them reasonably current. If necessary to show the extent of service coverage available to customers from carriers' roaming partners, carriers will request and incorporate coverage maps from roaming partners that are generated using similar industry-accepted criteria, or if such information is not available, incorporate publicly available information regarding roaming partners' coverage areas.

T H R E E

PROVIDE CONTRACT TERMS TO CUSTOMERS AND CONFIRM CHANGES IN SERVICE

When a customer initiates service with a wireless carrier or agrees to a change in service whereby the customer is bound to a contract extension, the carrier will provide or confirm the material terms and conditions of service with the subscriber.

F O U R

ALLOW A TRIAL PERIOD FOR NEW SERVICE

When a customer initiates service with a wireless carrier, the customer will be informed of and given a period of not less than 14 days to try out the service. The carrier will not impose an early termination fee if the customer cancels service within this period, provided that the customer complies with applicable return and/or exchange policies. Other charges, including airtime usage, may still apply.

F I V E

PROVIDE SPECIFIC DISCLOSURES IN ADVERTISING

In advertising of prices for wireless service or devices, wireless carriers will disclose material charges and conditions related to the advertised prices, including if applicable and to the extent the advertising medium reasonably allows: (a) activation or initiation fees; (b) monthly access fees or base charges; (c) any required contract term; (d) early termination fees; (e) the terms and conditions related to receiving a product or service for "free;" (f) the times of any peak and off-peak calling periods; (g) whether different or additional charges apply for calls outside of the carrier's network or outside of designated calling areas; (h) for any rate plan advertised as "nationwide," (or using similar terms), the carrier will have available substantiation for this claim; (i) whether prices or benefits apply only for a limited time or promotional period and, if so, any different fees or charges to be paid for the remainder of the contract term; (j) whether any additional taxes, fees or surcharges apply; and (k) the amount or range of any such fees or surcharges collected and retained by the carrier.

S I X

SEPARATELY IDENTIFY CARRIER CHARGES FROM TAXES ON BILLING STATEMENTS

On customers' bills, carriers will distinguish (a) monthly charges for service and features, and other charges collected and retained by the carrier, from (b) taxes, fees and other charges collected by the carrier and remitted to federal state or local governments. Carriers will not label cost recovery fees or charges as taxes.

S E V E N

**PROVIDE CUSTOMERS THE RIGHT TO TERMINATE SERVICE
FOR CHANGES TO CONTRACT TERMS**

Carriers will not modify the material terms of their subscribers' contracts in a manner that is materially adverse to subscribers without providing a reasonable advance notice of a proposed modification and allowing subscribers a time period of not less than 14 days to cancel their contracts with no early termination fee.

E I G H T

PROVIDE READY ACCESS TO CUSTOMER SERVICE

Customers will be provided a toll-free telephone number to access a carrier's customer service during normal business hours. Customer service contact information will be provided to customers online and on billing statements. Each wireless carrier will provide information about how customers can contact the carrier in writing, by toll-free telephone number, via the Internet or otherwise with any inquiries or complaints, and this information will be included, at a minimum, on all billing statements, in written responses to customer inquiries and on carriers' web sites. Each carrier will also make such contact information available, upon request, to any customer calling the carrier's customer service departments.

N I N E

**PROMPTLY RESPOND TO CONSUMER INQUIRIES AND COMPLAINTS
RECEIVED FROM GOVERNMENT AGENCIES**

Wireless carriers will respond in writing to state or federal administrative agencies within 30 days of receiving written consumer complaints from any such agency.

T E N

ABIDE BY POLICIES FOR PROTECTION OF CUSTOMER PRIVACY

Each wireless carrier will abide by a policy regarding the privacy of customer information in accordance with applicable federal and state laws, and will make available to the public its privacy policy concerning information collected online.

Privacy Policy

SAFELINK WIRELESS® service is U.S. government supported program for Income eligible households provided by TracFone Wireless.

Please read the TRACFONE Privacy Policy.

TRACFONE Wireless has instituted a comprehensive set of privacy policies and procedures to ensure that its Web site visitors' privacy is never compromised. The purpose of this privacy notice is to inform our Web site visitors of the type of information that TRACFONE, or a credit card processing partner acting on its behalf, collects from the Web site, how the information is gathered, how it is utilized, how long it is retained and how visitors can restrict its use or disclosure.

The primary focus of TRACFONE's privacy policy is to ensure that all Web site visitors' customer identification, which we term "customer identifiable information," is kept private at all times. As the term suggests, "customer identifiable information" is information which can be associated with a specific individual or entity, including, for example, a customer's name, address, or telephone number, e-mail address and information about online activities that are directly linked to them.

The collection of customer identifiable information is a critical element in the day-to-day operation of the Web site to allow TRACFONE to maintain the highest level of customer service for all Web site visitors. It is a common practice and often a necessity for companies, governments, or other organizations to collect customer identifiable information in order to conduct business and offer services.

TRACFONE always strives to safeguard the customer identifiable information obtained from its Web site users and visitors (collectively, "customers") from any unauthorized intrusions.

TRACFONE may contact people on the home phone number they enter on our website, input into our automated phone system or give to an agent in case of technical difficulties, promotions and/or reminders.

General

TRACFONE will not sell, trade, or disclose to third parties any customer identifiable information derived from the registration for, or use of, a TRACFONE product or service -- including customer names and addresses -- without the consent of the customer. TRACFONE will, however, disclose customer identifiable information as required by subpoena, search warrant, or other legal process or in the event that such customer is engaging in unlawful use of our Web site.

When TRACFONE uses third parties to perform services on its behalf, TRACFONE will request that such third parties protect your customer identifiable information consistently with this privacy policy. However, we cannot ensure that all of your customer identifiable information will never be disclosed, as regulatory and/or other requirements may make disclosure necessary.

Collection and Use:

In some instances, TRACFONE may collect information that is not "customer identifiable information." Some examples of this type of information include the type of Internet browser you are using, the type of operating

system you have configured on your computer, and the domain name of the Web site and/or Internet Service Provider from which you are linked to our Web site. TRACFONE primarily uses this information for market research and optimizing its systems in order to deliver the best customer experience possible.

TRACFONE may collect and use customer identifiable information for various purposes, including but not limited to, billing purposes, to provide or change service, to anticipate and resolve problems with your service, or to inform you of products and services that better meet your needs. This means that TRACFONE may use your customer identifiable information, in conjunction with information available from other sources, to market new services that may be of interest to you, but TRACFONE will not disclose your customer identifiable information to third parties who want to market products to you.

Declining e-mail offers:

TRACFONE will only send our customers e-mail regarding promotional offers or other news if a customer specifically grants us permission. A customer has the right to choose not to receive TRACFONE e-mail direct marketing communications by simply notifying us of their preference. This process is commonly termed opting-out or unsubscribing. At any time, a customer can unsubscribe from our e-mail list by clicking on the unsubscribe link found at the bottom of every message or promotion delivered electronically to our customers. Upon such choice, TRACFONE (a) will not contact that customer directly with TRACFONE promotional messages, and (b) will not use customer identifiable information obtained from that customer's registration to contact that customer with TRACFONE product or service messages. A customer may also choose not to receive such messages by notifying TRACFONE via fax or mail.

Security:

TRACFONE has gone to great lengths to implement technology and security features to safeguard the privacy of your customer identifiable information from unauthorized access or improper use, and TRACFONE, based on its judgment, will continue to enhance its security procedures as new technology becomes readily available. However, since there is no such thing as "perfect Internet security", TRACFONE cannot provide any guarantees of 100% security compliance.

E-mail Contents:

TRACFONE will not read or disclose to third parties private e-mail communications that are transmitted using TRACFONE services except as required to operate the service or as otherwise authorized by law.

Improper Conduct:

TRACFONE may also use customer identifiable information to investigate and help prevent potentially unlawful activity or activity that threatens the network or otherwise violates the customer agreement for that service.

Account Information:

TRACFONE honors requests from customers for account information and will correct any such information, which may be inaccurate. Customers may contact TRACFONE to verify that appropriate corrections have been made.

Cookies

When you visit our Web site, we may store information on your computer that allows us to identify you immediately. This process is often referred to as "cookie" technology. More specifically, a cookie is a commonly used Internet standard which stores, in a very small text file on the customer's hard disk, information specific to the customer. Our Web site makes limited use of cookies in an effort to improve our level of service to our Web site visitors. Cookies cannot be accessed by any other Web site other than the Web site issuing the cookie. The private features of our Web site are only accessible when cookies are enabled in the customer's browser. If a customer does not wish to utilize cookies, this feature may be disabled within the customer's Web browser. However, by disabling cookies, a customer will not have access to private areas of our Web site through that browser.

Other Web sites

Since TRACFONE's Web site contains links to other Web sites, we are not responsible for the content or privacy practices employed by these other Web sites. It is possible that on some occasions, these third party Web sites may in fact collect personal information from our customers. We recommend that you examine the privacy policies of such third party Web sites prior to submitting any personal information, as they may differ from ours.

In some instances, our Web site content is also featured on other Web sites with differing or non-existent privacy policies. These Web sites may collect personal information from their customers that may or may not be used in conjunction with our Web site information. Prior to supplying any personal information to any third party company linking to our Web site, please read and understand their privacy policy.

Advertisements

Advertisements may appear on pages throughout our Web site. Some advertisements may request information directly from our customers or take our customers to Web sites that may request personal information. TRACFONE has no control over its advertisers' privacy policies, so please examine the privacy policy of any company advertising on our Web site prior to submitting any personal information.

Third Party Advertising Companies

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Surveys

Occasionally, we may conduct surveys on our Web site. Surveys are conducted at random and are completely voluntary to our Web site visitors. The survey may require a customer to provide customer identifiable information in exchange for the information or services provided by the survey. We may use this information in an aggregate manner to better tailor the type of services, information, and advertising that are provided on our Web site.

Policy Changes

TRACFONE reserves the right to change its privacy policy by publishing new terms on its Web site at any time and your access and use of the TRACFONE Web site thereafter constitutes your acknowledgment and acceptance of such amended policy. This privacy policy does not create any legal right for you or any third parties.

Children

TRACFONE Web sites are not structured to attract children under the age of 13. TRACFONE believes there is no information on its Web site, which is inappropriate or objectionable for viewing by children.

TRACFONE does not knowingly, directly or passively, collect information from children under the age of 13. If we create offers and products that make it appropriate to collect information from children under the age of 13, we will notify you of the change in this Policy. We also will ask a parent to confirm his/her consent in advance of any collection, use or disclosure of that information. We do not collect any information that is not submitted to us. We only use personally identifiable information so that we may better understand our users' needs and send information to users regarding new services or offerings, including but not limited to any sweepstakes or other offering. We do not sell any personally identifiable information or disclose any personally identifiable information to third parties.

Ordering online products and services from TRACFONE is limited to adults (ages 18+). However you should be aware that wireless devices and services purchased for family use may be used by minors without the knowledge of TRACFONE. If that happens, any information collected from the usage will appear to be the personal information of the actual adult subscriber and treated as such under this Policy.

Questions?

Please direct any questions or comments regarding our privacy policy to information@tracfone.com.

30-Sheets

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FREE government-supported cell phone
FREE monthly minutes.

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SafeLink WIRELESS

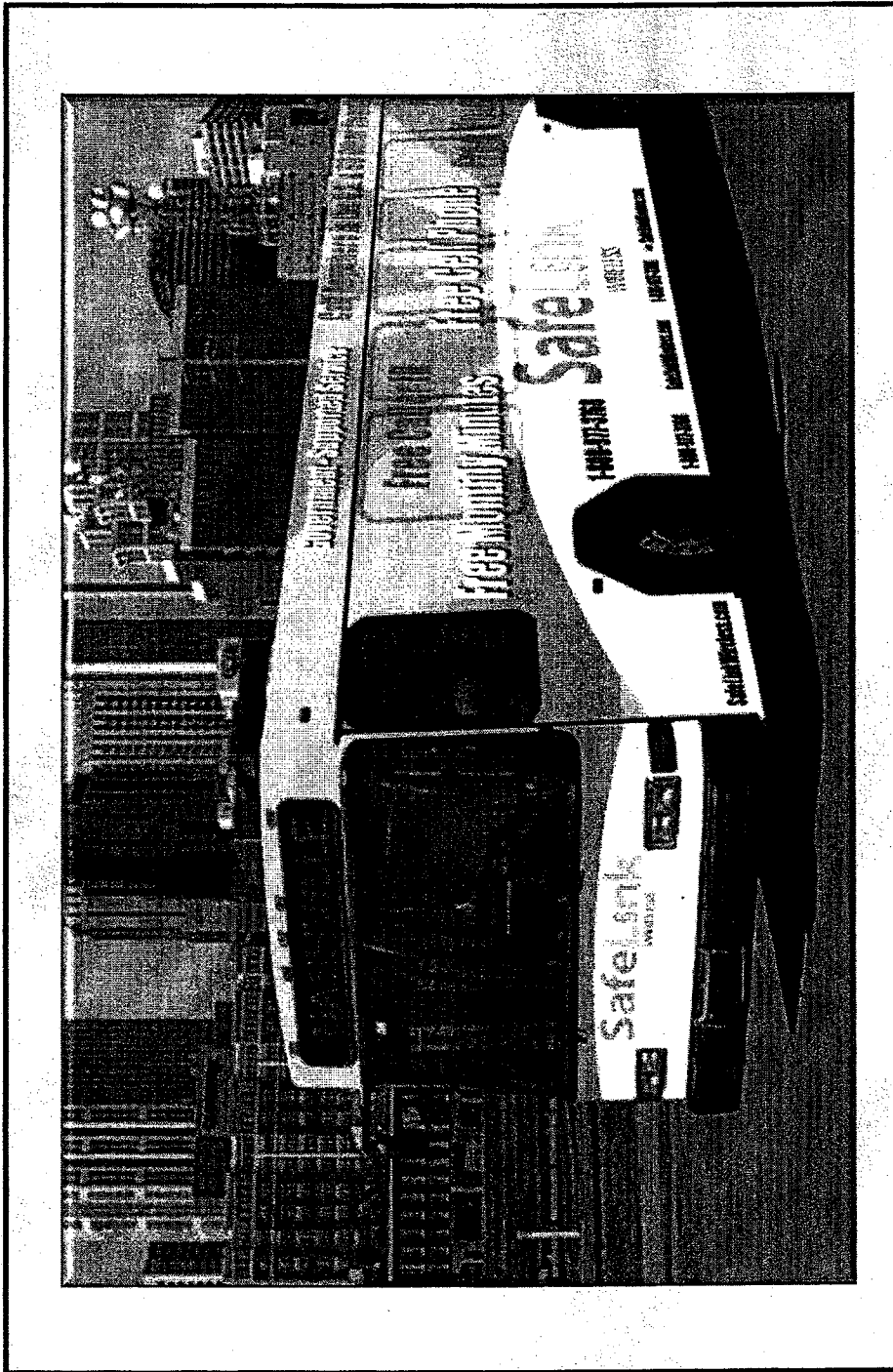
SafeLinkWireless.com

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67

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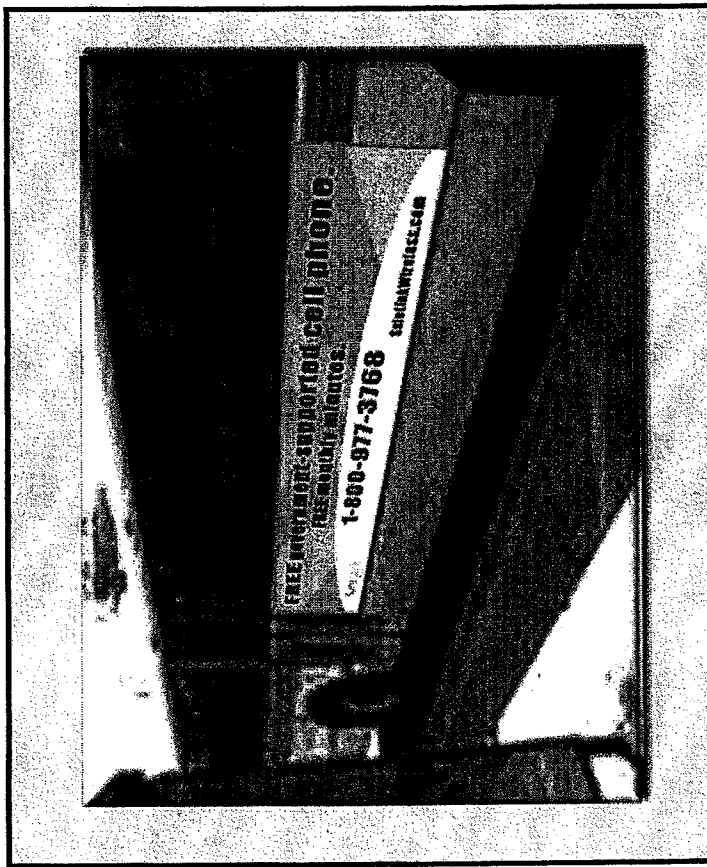
SafeLink
WIRELESS

Bus Wraps



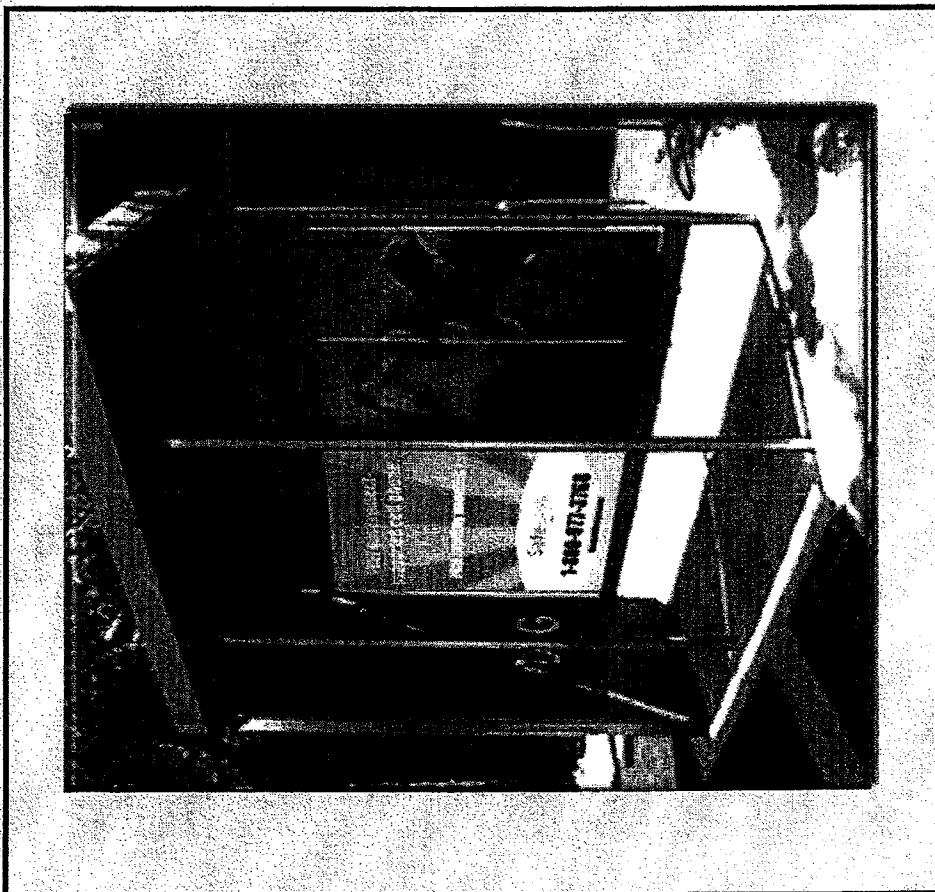
Safelink
WIRELESS

Bus King Posters



SafeLine
WIRELESS

Bus Shelters



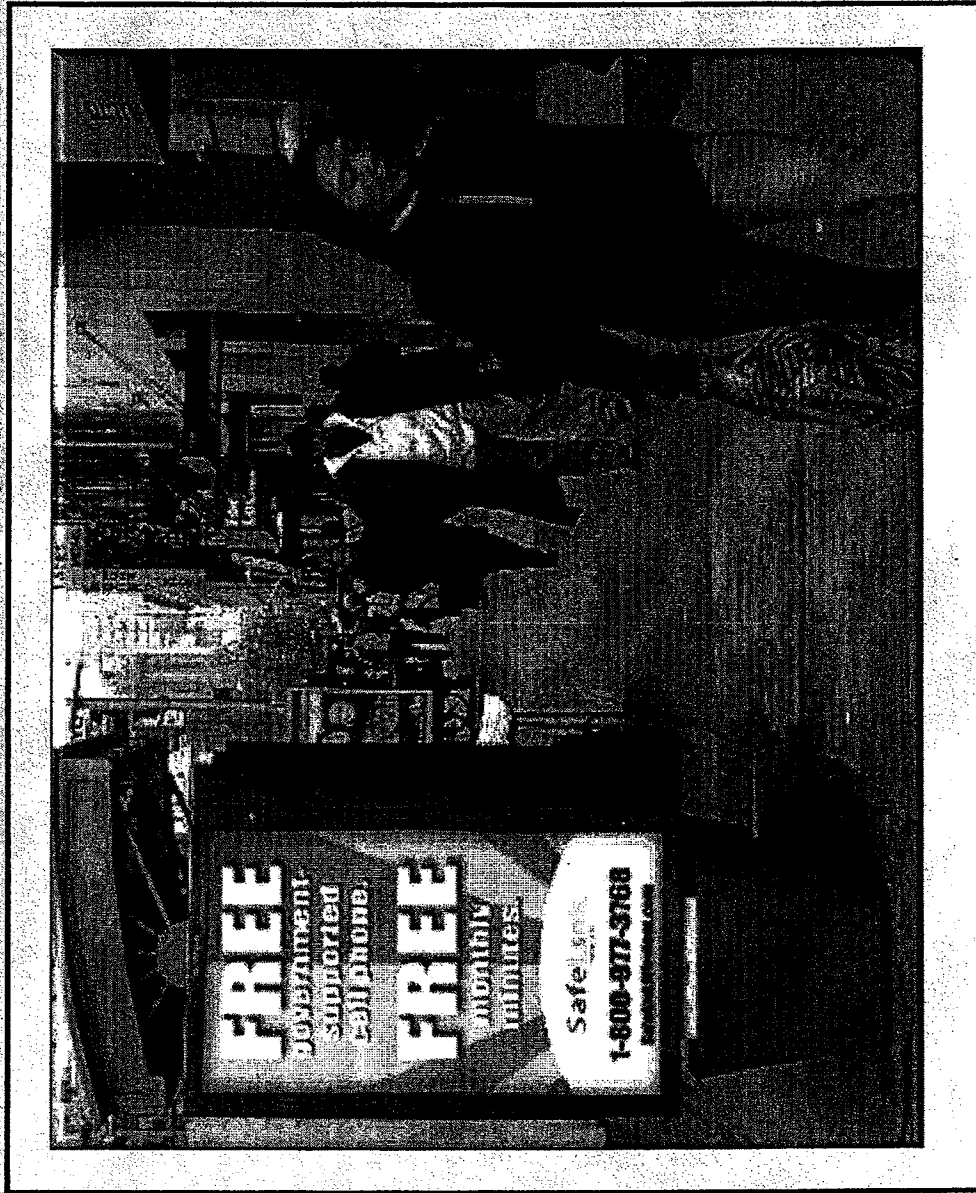
SafeLink
WIRELESS

Bus Interior Cards



SafeLink
WIRELESS

Pay Phone Klosks



SafeLink
WIRELESS

SAFELINK WIRELESS COMMERCIAL SPOT



Safelink
WIRELESS

Web Page

The screenshot shows a mobile browser displaying the SafeLink Wireless website. At the top left, the browser address bar shows the URL <http://www.safelinkwireless.com/EnrollNewPubli/>. The website header includes the SafeLink Wireless logo and navigation links: [Check Status](#), [Services & Support](#), [Enroll](#), [Airtime](#), [Learn](#), and [PROGRAM INFORMATION](#). Below the navigation is a main banner with the text: "SafeLink Wireless is a government supported program that provides a free cell phone and airtime each month for income-eligible customers." To the right of the banner is a search bar with a "GO" button. Below the banner are two promotional boxes: "Am I eligible for SafeLink?" featuring a woman's face, and "Is this really free?" featuring a question mark. At the bottom of the page, there are links for "Home", "About Us", "Contact Us", "Privacy Policy", and "Terms of Service". The browser's status bar at the bottom shows "Done" and the time "11:57 AM".

SafeLink

WIRELESS

503 467	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 PORTLAND	PTLDOR62CM3	672
503 467	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 PORTLAND	PTLDOR62CM3	672
503 475	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 PORTLAND	PTLDOR62CM3	672
503 480	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 SALEM	PTLDOR62CM3	672
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503 501	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 PORTLAND	PTLDOR62CM3	672
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503 508	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 SALEM	PTLDOR62CM3	672
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503 528	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 PORTLAND	PTLDOR62CM3	672
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503 780	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 PORTLAND	PTLDOR62CM3	672
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541	537	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 ROSEBURG	MDFDOR560MD	670
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541	590	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 FLORENCE	EUGNORAE0MD	670
541	601	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 MEDFORD	MDFDOR560MD	670
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541	817	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 ROSEBURG	MDFDORKUCM0	670
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541	864	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 MEDFORD	MDFDOR560MD	670
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541	922	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 UMATILLA	NOCLLIKOWN	672
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541	965	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 THE DALLES	THDLORQA2MD	672
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541	968	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 EUGENE	EUGNORAE0MD	670
541	968	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 EUGENE	EUGNORAE0MD	670
541	968	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 EUGENE	EUGNORAE0MD	670
541	971	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 ALBANY	EUGNORAE0MD	670
541	974	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 ALBANY	EUGNORAE0MD	670
541	979	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 ALBANY	EUGNORAE0MD	670
541	980	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 THE DALLES	THDLORQA2MD	672
541	991	OR	NEW CINGULAR WIRELESS PCS, LLC	6010 FLORENCE	EUGNORAE0MD	670

NPA	Exchange	State	Company	OCN	Ratecenter	CLLI	LATA
503	200	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	200	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	206	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	206	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	206	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	258	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	261	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	265	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	267	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	269	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503	290	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORWNSD0	672
503	290	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORWNSD0	672
503	290	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORWNSD0	672
503	290	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORWNSD0	672
503	302	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503	317	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	327	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	327	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	334	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	334	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	334	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	369	OR	T-MOBILE USA, INC.	6529	ST HELENS	PTLDORUFCM1	672
503	380	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	382	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	383	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503	383	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503	384	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	388	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	388	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	400	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503	400	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503	409	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503	413	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	415	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	415	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	415	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672

503	473	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	481	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	484	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	484	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	484	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	484	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	484	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	484	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	488	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	501	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	505	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	515	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	516	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	544	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	548	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	548	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	548	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	553	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	560	OR	T-MOBILE USA, INC.	6529	MCMINNVL	PTLDORUFCM1	672
503	560	OR	T-MOBILE USA, INC.	6529	MCMINNVL	PTLDORUFCM1	672
503	562	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503	576	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503	583	OR	T-MOBILE USA, INC.	6529	MCMINNVL	PTLDORUFCM1	672
503	583	OR	T-MOBILE USA, INC.	6529	MCMINNVL	PTLDORUFCM1	672
503	586	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503	586	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503	593	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	710	OR	T-MOBILE USA, INC.	6529	WOODBURN	PTLDORUFCM1	672
503	710	OR	T-MOBILE USA, INC.	6529	WOODBURN	PTLDORUFCM1	672
503	719	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	734	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	734	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	734	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	734	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	734	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	737	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	737	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672

503 737	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 737	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 740	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 750	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 758	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 758	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 764	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 764	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 764	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 808	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 810	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 820	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 820	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORWNSD0	672
503 821	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORWNSD0	672
503 841	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 841	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 841	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 841	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 841	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 841	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 841	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 851	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503 853	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 853	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 853	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 856	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503 856	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503 863	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 863	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 867	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 888	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 889	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 896	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 896	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 901	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 901	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 901	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503 901	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672

503	902	OR	T-MOBILE USA, INC.	6529	WOODBURN	PTLDORUFCM1	672
503	914	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	914	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	914	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	916	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	922	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	927	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	927	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	927	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	927	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	935	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	935	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	943	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	951	OR	T-MOBILE USA, INC.	6529	WOODBURN	PTLDORUFCM1	672
503	954	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	954	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	954	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	954	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	967	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503	980	OR	T-MOBILE USA, INC.	6529	WOODBURN	PTLDORUFCM1	672
503	980	OR	T-MOBILE USA, INC.	6529	WOODBURN	PTLDORUFCM1	672
503	984	OR	T-MOBILE USA, INC.	6529	WOODBURN	PTLDORUFCM1	672
503	984	OR	T-MOBILE USA, INC.	6529	WOODBURN	PTLDORUFCM1	672
503	984	OR	T-MOBILE USA, INC.	6529	WOODBURN	PTLDORUFCM1	672
503	984	OR	T-MOBILE USA, INC.	6529	WOODBURN	PTLDORUFCM1	672
503	984	OR	T-MOBILE USA, INC.	6529	WOODBURN	PTLDORUFCM1	672
503	984	OR	T-MOBILE USA, INC.	6529	WOODBURN	PTLDORUFCM1	672
503	991	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
503	997	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	998	OR	T-MOBILE USA, INC.	6529	PORTLAND	PTLDORUFCM1	672
503	999	OR	T-MOBILE USA, INC.	6529	SALEM	PTLDORUFCM1	672
541	210	OR	T-MOBILE USA, INC.	6529	MEDFORD	EUGNOR530MD	670
541	221	OR	T-MOBILE USA, INC.	6529	EUGENE	EUGNOR530MD	670
541	226	OR	T-MOBILE USA, INC.	6529	GRANTSPASS	EUGNOR530MD	670
541	226	OR	T-MOBILE USA, INC.	6529	GRANTSPASS	EUGNOR530MD	670
541	227	OR	T-MOBILE USA, INC.	6529	MEDFORD	EUGNOR530MD	670
541	240	OR	T-MOBILE USA, INC.	6529	PENDLETON	NOCLIKNOWN	672

541	241	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	244	OR	T-MOBILE USA, INC.	6529 GRANTSPASS	EUGNOR530MD	670
541	264	OR	T-MOBILE USA, INC.	6529 NEWPORT	EUGNOR530MD	670
541	288	OR	T-MOBILE USA, INC.	6529 THE DALLES	PTLDORUFCM1	672
541	291	OR	T-MOBILE USA, INC.	6529 GRANTSPASS	EUGNOR530MD	670
541	291	OR	T-MOBILE USA, INC.	6529 GRANTSPASS	EUGNOR530MD	670
541	292	OR	T-MOBILE USA, INC.	6529 MEDFORD	EUGNOR530MD	670
541	292	OR	T-MOBILE USA, INC.	6529 MEDFORD	EUGNOR530MD	670
541	295	OR	T-MOBILE USA, INC.	6529 GRANTSPASS	EUGNOR530MD	670
541	300	OR	T-MOBILE USA, INC.	6529 THE DALLES	PTLDORUFCM1	672
541	325	OR	T-MOBILE USA, INC.	6529 MADRAS	PTLDORUFCM1	672
541	350	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	380	OR	T-MOBILE USA, INC.	6529 HOOD RIVER	PTLDORUFCM1	672
541	399	OR	T-MOBILE USA, INC.	6529 HOOD RIVER	PTLDORUFCM1	672
541	497	OR	T-MOBILE USA, INC.	6529 ALBANY	EUGNORNF1KD	670
541	497	OR	T-MOBILE USA, INC.	6529 ALBANY	PTLDORUFCM1	670
541	508	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	513	OR	T-MOBILE USA, INC.	6529 EUGENE	EUGNOR530MD	670
541	514	OR	T-MOBILE USA, INC.	6529 EUGENE	EUGNOR530MD	670
541	515	OR	T-MOBILE USA, INC.	6529 EUGENE	EUGNOR530MD	670
541	550	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	550	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	578	OR	T-MOBILE USA, INC.	6529 MOSIER	PTLDORUFCM1	672
541	579	OR	T-MOBILE USA, INC.	6529 EUGENE	EUGNOR530MD	670
541	598	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	598	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	598	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	633	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	633	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	633	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	633	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	633	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	646	OR	T-MOBILE USA, INC.	6529 MEDFORD	EUGNOR530MD	670
541	646	OR	T-MOBILE USA, INC.	6529 MEDFORD	EUGNOR530MD	670
541	647	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	656	OR	T-MOBILE USA, INC.	6529 HERMISTON	NOCLIKNOWN	672
541	656	OR	T-MOBILE USA, INC.	6529 HERMISTON	NOCLIKNOWN	672

541	656	OR	T-MOBILE USA, INC.	6529 HERMISTON	NOCLIKNOWN	672
541	678	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	678	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	690	OR	T-MOBILE USA, INC.	6529 MEDFORD	EUGNOR530MD	670
541	693	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	704	OR	T-MOBILE USA, INC.	6529 ALBANY	EUGNORN1KD	670
541	728	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	728	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	728	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	777	OR	T-MOBILE USA, INC.	6529 MADRAS	PTLDORUFCM1	672
541	778	OR	T-MOBILE USA, INC.	6529 MEDFORD	EUGNOR530MD	670
541	787	OR	T-MOBILE USA, INC.	6529 GRANTSPASS	EUGNOR530MD	670
541	788	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	788	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	848	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	848	OR	T-MOBILE USA, INC.	6529 BEND	PTLDORUFCM1	672
541	905	OR	T-MOBILE USA, INC.	6529 ALBANY	EUGNORN1KD	670
541	908	OR	T-MOBILE USA, INC.	6529 CORVALLIS	CRVSORCVCM1	670
541	956	OR	T-MOBILE USA, INC.	6529 GRANTSPASS	EUGNOR530MD	670
541	974	OR	T-MOBILE USA, INC.	6529 ALBANY	EUGNORN1KD	670
971	216	OR	T-MOBILE USA, INC.	6529 WOODBURN	PTLDORUFCM1	672
971	218	OR	T-MOBILE USA, INC.	6529 SALEM	PTLDORUFCM1	672
971	218	OR	T-MOBILE USA, INC.	6529 SALEM	PTLDORUFCM1	672
971	218	OR	T-MOBILE USA, INC.	6529 SALEM	PTLDORUFCM1	672
971	218	OR	T-MOBILE USA, INC.	6529 SALEM	PTLDORUFCM1	672
971	218	OR	T-MOBILE USA, INC.	6529 SALEM	PTLDORUFCM1	672
971	218	OR	T-MOBILE USA, INC.	6529 SALEM	PTLDORUFCM1	672
971	218	OR	T-MOBILE USA, INC.	6529 SALEM	PTLDORUFCM1	672
971	218	OR	T-MOBILE USA, INC.	6529 SALEM	PTLDORUFCM1	672
971	218	OR	T-MOBILE USA, INC.	6529 SALEM	PTLDORUFCM1	672
971	222	OR	T-MOBILE USA, INC.	6529 SALEM	PTLDORUFCM1	672
971	222	OR	T-MOBILE USA, INC.	6529 PORTLAND	PTLDORUFCM1	672
971	222	OR	T-MOBILE USA, INC.	6529 PORTLAND	PTLDORUFCM1	672
971	222	OR	T-MOBILE USA, INC.	6529 PORTLAND	PTLDORUFCM1	672
971	222	OR	T-MOBILE USA, INC.	6529 PORTLAND	PTLDORUFCM1	672
971	222	OR	T-MOBILE USA, INC.	6529 PORTLAND	PTLDORUFCM1	672
971	222	OR	T-MOBILE USA, INC.	6529 PORTLAND	PTLDORUFCM1	672
971	225	OR	T-MOBILE USA, INC.	6529 ST HELENS	NOCLIKNOWN	672

971 998 OR T-MOBILE USA, INC. 6529 PORTLAND PTLDORUFCM1 672

541	223	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	ALBANY	ALBYORAGCM1	670
541	223	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	ALBANY	ALBYORAGCM1	670
541	223	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	ALBANY	ALBYORAGCM1	670
541	223	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	ALBANY	ALBYORAGCM1	670
541	224	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	CORVALLIS	EUGNORBPCM3	670
541	224	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	CORVALLIS	EUGNORBPCM3	670
541	225	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	228	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	228	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	228	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	231	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	231	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	CORVALLIS	EUGNORBPCM3	670
541	231	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	CORVALLIS	EUGNORBPCM3	670
541	231	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	CORVALLIS	EUGNORBPCM3	670
541	231	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	CORVALLIS	EUGNORBPCM3	670
541	231	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	CORVALLIS	EUGNORBPCM3	670
541	231	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	CORVALLIS	EUGNORBPCM3	670
541	233	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	PRINEVILLE	NOCLLIKOWN	672
541	233	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	PRINEVILLE	STTNWAHODSC	672
541	233	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	PRINEVILLE	NOCLLIKOWN	672
541	254	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	BROOKINGS	CSBYORQA2MD	670
541	255	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	255	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	263	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	ENTERPRISE	PNTNORQCCM1	672
541	263	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	ENTERPRISE	PNTNORQCCM1	672
541	263	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	ENTERPRISE	PNTNORQCCM1	672
541	263	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	ENTERPRISE	PNTNORQCCM1	672
541	274	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	KLAMATHFLS	EUGNORBPCM3	670
541	274	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	KLAMATHFLS	EUGNORBPCM3	670
541	280	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	BEND	BENDORQACM1	672
541	285	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	285	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	294	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	COOS BAY	CSBYORQA2MD	670
541	294	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	COOS BAY	CSBYORQA2MD	670
541	294	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	COOS BAY	CSBYORQA2MD	670
541	294	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	COOS BAY	CSBYORQA2MD	670
541	294	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	COOS BAY	CSBYORQA2MD	670
541	306	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	BEND	BENDORFG3MD	672
541	306	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	BEND	BENDORFG3MD	672

541	306	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORFG3MD	672
541	314	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 HERMISTON	HMTNORABCM1	672
541	315	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 OAKLAND	EUGNORBPCM3	670
541	315	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 OAKLAND	EUGNORBPCM3	670
541	324	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MEDFORD	EUGNORBPCM3	670
541	335	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670
541	335	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670
541	351	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 NEWPORT	NWPTORQACM1	670
541	351	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 NEWPORT	NWPTORQACM1	670
541	359	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670
541	359	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670
541	359	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670
541	359	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670
541	359	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670
541	363	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 KLAMATHFLS	EUGNORBPCM3	670
541	363	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 KLAMATHFLS	EUGNORBPCM3	670
541	373	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 GOLD BEACH	CSBYORQA2MD	670
541	373	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 GOLD BEACH	CSBYORQA2MD	670
541	401	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 LEBANON	LBNNORQACM1	670
541	401	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 LEBANON	LBNNORQACM1	670
541	405	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 LEBANON	STTNWAHODS9	670
541	405	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 LEBANON	LBNNORQACM1	670
541	405	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 LEBANON	LBNNORQACM1	670
541	405	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 LEBANON	LBNNORQACM1	670
541	408	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORQACM1	672
541	410	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORQACM1	672
541	415	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 CAVE JCT	NOCLIKNOWN	670
541	419	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORQACM1	672
541	450	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 GRANTSPASS	RSBGORAFCM1	670
541	450	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 GRANTSPASS	RSBGORAFCM1	670
541	450	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 GRANTSPASS	RSBGORAFCM1	670
541	450	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 GRANTSPASS	RSBGORAFCM1	670
541	450	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 GRANTSPASS	RSBGORAFCM1	670
541	460	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MADRAS	MDRSORBH1MD	672
541	460	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MADRAS	MDRSORBH1MD	672
541	460	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MADRAS	MDRSORBH1MD	672
541	460	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MADRAS	MDRSORBH1MD	672

541	551	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BANDON	CSEYORQA2MD	670
541	554	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670
541	556	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670
541	556	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670
541	556	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670
541	556	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670
541	556	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670
541	561	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 HERMISTON	HMTNORABCM1	672
541	561	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 HERMISTON	HMTNORABCM1	672
541	570	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 LEBANON	LBNNORQACM1	670
541	570	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 LEBANON	LBNNORQACM1	670
541	576	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 SILVERLAKE	NOCLLIKOWN	672
541	588	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 SISTERS	NOCLLIKOWN	672
541	589	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BURNS	BRNSORQACM1	672
541	591	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 KLAMATHFLS	KLFLORQACM1	670
541	591	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 KLAMATHFLS	KLFLORQACM1	670
541	604	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 REDMOND	NOCLLIKOWN	672
541	604	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 REDMOND	NOCLLIKOWN	672
541	604	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 REDMOND	NOCLLIKOWN	672
541	604	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 REDMOND	NOCLLIKOWN	672
541	604	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 REDMOND	NOCLLIKOWN	672
541	604	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 REDMOND	NOCLLIKOWN	672
541	609	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 PHILOMATH	PHLMORQACM1	670
541	610	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORQACM1	672
541	610	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORQACM1	672
541	613	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MEDFORD	PTLDORRNS0	670
541	613	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MEDFORD	PTLDORRNS0	670
541	613	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MEDFORD	PTLDORRNS0	670
541	613	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MEDFORD	PTLDORRNS0	670
541	613	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MEDFORD	PTLDORRNS0	670
541	613	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MEDFORD	PTLDORRNS0	670
541	613	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MEDFORD	PTLDORRNS0	670
541	619	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 ALBANY	ALBYORAGCM1	670
541	620	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 JOHN DAY	PNTNORQCCM1	672
541	645	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 HOOD RIVER	NOCLLIKOWN	672
541	645	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 HOOD RIVER	NOCLLIKOWN	672
541	647	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORFG3MD	672

541	647	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORFG3MD	672
541	647	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORFG3MD	672
541	647	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORFG3MD	672
541	647	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORFG3MD	672
541	647	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORFG3MD	672
541	655	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 LANGLOIS	CSBYORQA2MD	670
541	667	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 HERMISTON	HMTNORABCM1	672
541	670	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 ROSEBURG	RSBGORAFCM1	670
541	671	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 ROSEBURG	RSBGORAFCM1	670
541	671	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 ROSEBURG	RSBGORAFCM1	670
541	671	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 ROSEBURG	RSBGORAFCM1	670
541	678	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	PTLDORUFM1	672
541	678	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	PTLDORUFM1	672
541	678	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	PTLDORUFM1	672
541	678	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	PTLDORUFM1	672
541	678	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	PTLDORUFM1	672
541	690	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MEDFORD	EUGNORBPCM3	670
541	690	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MEDFORD	EUGNORBPCM3	670
541	690	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 MEDFORD	EUGNORBPCM3	670
541	701	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 HERMISTON	HMTNORABCM1	672
541	701	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 HERMISTON	HMTNORABCM1	672
541	701	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 HERMISTON	HMTNORABCM1	672
541	705	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 THE DALLES	NOCLLIKOWN	672
541	706	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORQACM1	672
541	706	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORQACM1	672
541	706	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORQACM1	672
541	707	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 REEDSPORT	CSBYORQA2MD	670
541	709	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 ONTARIO	ONTROR8G1MD	652
541	709	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 ONTARIO	ONTROR8G1MD	652
541	709	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 ONTARIO	ONTROR8G1MD	652
541	709	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 ONTARIO	ONTROR8G1MD	652
541	727	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 CENTRAL PT	NOCLLIKOWN	670
541	727	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 CENTRAL PT	NOCLLIKOWN	670
541	727	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 CENTRAL PT	NOCLLIKOWN	670
541	728	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORQACM1	672
541	728	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 BEND	BENDORQACM1	672
541	729	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820 EUGENE	EUGNORBPCM3	670

541	731	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	731	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	736	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	749	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	BEND	BENDORQACM1	672
541	749	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	BEND	BENDORQACM1	672
541	760	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	CORVALLIS	EUGNORBPCM3	670
541	786	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	LA GRANDE	PNTNORQCCM1	672
541	805	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	LA GRANDE	LAGRORBW0MD	672
541	805	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	LA GRANDE	LAGRORBW0MD	672
541	805	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	LA GRANDE	LAGRORBW0MD	672
541	805	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	LA GRANDE	LAGRORBW0MD	672
541	805	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	LA GRANDE	LAGRORBW0MD	672
541	805	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	LA GRANDE	LAGRORBW0MD	672
541	805	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	LA GRANDE	LAGRORBW0MD	672
541	808	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	COOS BAY	CSBYORQA2MD	670
541	844	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	STTNWAHODS9	670
541	844	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	STTNWAHODS9	670
541	844	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	STTNWAHODS9	670
541	844	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	STTNWAHODS9	670
541	844	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	844	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	848	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	BEND	BENDORQACM1	672
541	852	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	852	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	852	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	852	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	852	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	852	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	852	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	852	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	852	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	852	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	852	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	EUGENE	EUGNORBPCM3	670
541	860	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	MYRTLE CRK	NOCLKNOWN	670
541	864	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	MEDFORD	EUGNORBPCM3	670
541	880	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	KLAMATHFLS	EUGNORBPCM3	670
541	880	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	KLAMATHFLS	EUGNORBPCM3	670
541	880	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	KLAMATHFLS	EUGNORBPCM3	670
541	880	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	KLAMATHFLS	EUGNORBPCM3	670
541	891	OR	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - OR	5820	KLAMATHFLS	KLFLORQACM1	670

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Please read these SAFELINK WIRELESS Terms and Conditions of Service carefully. SAFELINK WIRELESS is a service of TracFone Wireless, Inc. ("TracFone Wireless"). These SAFELINK WIRELESS Terms and Conditions of Service are a legally binding agreement between you and TracFone Wireless. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. TracFone Wireless reserves the right to change or modify any of these SAFELINK WIRELESS Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these SAFELINK WIRELESS Terms and Conditions of Service will be binding once posted on the SAFELINK WIRELESS website found at www.safelink.com.

By qualifying and enrolling in the SAFELINK WIRELESS service ("Service") and by using the Service, you ("You"), the participant, acknowledge and agree to the following terms and conditions:

SAFELINK WIRELESS SERVICE DESCRIPTION

SAFELINK WIRELESS Service is funded by the Lifeline program (part of the Universal Service Fund) and administered by the Universal Service Administrative Company. In order to participate in the SAFELINK WIRELESS Service, a person must meet certain eligibility requirements set by each state where the Service is to be provided. These requirements are based on a person's participation in a state or federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the US Government. Federal law limits the availability of SAFELINK WIRELESS Service to one (1) per "household" and only the "head of household" is permitted to apply for the Service. Applicants for the SAFELINK WIRELESS Service must complete an application form, provide supporting documentation that he/she meets the eligibility requirements and agree, under penalty of perjury, to the following terms:

HE/SHE IS ELIGIBLE FOR AND CURRENTLY RECEIVES BENEFITS FROM THE PUBLIC ASSISTANCE PROGRAM(S) IDENTIFIED IN THE APPLICATION FORM. HE/SHE IS A "HEAD OF HOUSEHOLD." HE/SHE DOES NOT CURRENTLY RECEIVE LIFELINE SUPPORT FOR A TELEPHONE LINE SERVING HIS/HER RESIDENTIAL ADDRESS AND NO OTHER RESIDENT IN HIS/HER HOUSEHOLD PARTICIPATES IN THE LIFELINE PROGRAM. IF HE/SHE IS ALREADY PARTICIPATING IN ANOTHER LIFELINE PROGRAM, THEN HE/SHE AGREES TO CANCEL HIS/HER CURRENT HOUSEHOLD LIFELINE SUPPORT PROVIDER IN FAVOR OF SAFELINK WIRELESS. HE/SHE IS NOT CLAIMED AS A DEPENDENT ON ANOTHER PERSON'S FEDERAL OR STATE INCOME TAX RETURN. HE/SHE WILL NOTIFY SAFELINK WIRELESS WHEN HE/SHE NO LONGER QUALIFIES FOR ANY OF THE PUBLIC ASSISTANCE PROGRAMS IDENTIFIED IN HIS/HER APPLICATION FORM BY CALLING 1-800-SAFELINK. HE/SHE WILL NOTIFY SAFELINK WIRELESS OF ANY CHANGE OF ADDRESS BY CALLING 1- 800-SAFELINK. THAT THE INFORMATION CONTAINED IN HIS/HER APPLICATION IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF.

A person who submits a SAFELINK WIRELESS application, together with supporting documentation (when required), and who meets the eligibility requirements, will receive a free cellular phone provided by TracFone Wireless together with a free allotment of airtime minutes each month for up to one year. TracFone Wireless will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in the SAFELINK WIRELESS Service. The airtime minutes you will receive on a monthly basis will vary from state to state. Please call SAFELINK WIRELESS at 1-800-SAFELINK or visit our website at www.SafelinkWireless.com, for further information on the number of minutes qualified applicants will receive each month. Persons who do not meet the eligibility requirements will be notified by US Mail and the reason for the non-eligibility will be provided. To continue qualifying each year for SAFELINK WIRELESS™ Service, each customer will be required and is responsible to re-qualify on an annual basis or as dictated by their state Public Service Commission. For annual re-qualification

requirements, TracFone Wireless will also conduct verification drives for each state according to its rules. If TracFone Wireless determines during its verification drive that a customer fails to re-qualify for SAFELINK WIRELESS Service, such customer will immediately be deemed ineligible to participate in the SAFELINK WIRELESS Service and will no longer receive the free monthly minutes. Once a customer no longer participates in the SAFELINK WIRELESS Service (either by choice, disqualification, cancellation or termination), such customer may retain the SAFELINK WIRELESS phone, as well as any remaining service days and minutes for their use. Such person may remain as a TracFone Wireless customer as long as he/she complies with the TracFone Wireless Terms and Conditions of Service available at www.tracfone.com. A SAFELINK WIRELESS customer's enrollment may also be cancelled upon the request of a state and/or federal authority. TracFone Wireless and SAFELINK WIRELESS reserve the right to cancel the enrollment of any customer and/or ban the SAFELINK WIRELESS phone from being reactivated for any fraud related issues as determined solely by TracFone Wireless. While participating in the SAFELINK WIRELESS Service, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or Service provided to him/her by SAFELINK WIRELESS. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE SAFELINK CELLULAR PHONE OR SAFELINK SERVICE PROVIDED TO YOU BY SAFELINK WIRELESS. Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if TracFone Wireless, in its sole discretion, that a SAFELINK WIRELESS participant has violated these requirements and/or this Agreement, then such person may be de-enrolled from the Service, the person's handset may be permanently deactivated and the person's personal information may be permanently flagged so that such person may not qualify in the future for the SAFELINK WIRELESS Service. If you have any questions, concerns, comments or complaints regarding SAFELINK WIRELESS Service, offerings or products, please call SAFELINK WIRELESS Customer Care at 1-800-SafeLink. You may also contact your state's Public Service Commission/Public Utility Commission.

ACTIVATING AND USING YOUR SAFELINK WIRELESS HANDSET.

If your SAFELINK WIRELESS application is accepted, you will receive a pre-activated SAFELINK WIRELESS phone delivered to your home address noted in the application. You must accept the SAFELINK WIRELESS telephone number assigned to your SAFELINK WIRELESS phone at the time of activation and you will acquire no proprietary interest in any number assigned to you. The number assigned to your SAFELINK WIRELESS phone at the time of activation will not be changed for any reason, unless required by a Carrier, nor may a SAFELINK WIRELESS customer select a number to be assigned to his/her phone. The wireless telecommunications networks used to transmit calls for the SAFELINK WIRELESS Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not SAFELINK WIRELESS, nor TracFone Wireless. Your SAFELINK WIRELESS phone can only be used through TracFone Wireless, and cannot be activated with any other wireless or cellular service. SAFELINK WIRELESS Services are provided at TracFone Wireless™ discretion. Some functions and features referenced in the Manufacturer's manual provided with your SAFELINK WIRELESS phone may not be available on your SAFELINK WIRELESS handset. TracFone Wireless may modify or cancel any Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of this agreement. While you are eligible and participating in the SAFELINK WIRELESS Service, you will receive your free monthly allotment of airtime minutes. However, in order to receive the monthly allotment you will need to turn on and leave on your SAFELINK WIRELESS handset the first few days of each month.

SELF-RETRIEVE AIRTIME MINUTES

If you DO not receive your monthly allotment of minutes because your phone was not on at the beginning of the month or your phone does not automatically retrieve minutes when turned on, your minutes may be self-retrieved by following the instructions below. If for any reason these instructions do not work on your handset, please call us at 1-800-SafeLink.

1. 1) Turn your SafeLink Wireless phone ON.
2. 2) From the Main screen, press the MENU key. Select "Prepaid."
3. 3) From the menu select, "Add Airtime/ Redeem Airtime."
4. 4) Dial 5 5 5 and press OK. If you are prompted for a promotional code, press "No."

- 5) Make sure to keep your SAFELINK WIRELESS phone ON to receive your Minutes!

If your phone does not allow you to self-retrieve or your phone does not automatically retrieve or if you are having difficulty receiving your monthly allotment of minutes, then call SAFELINK WIRELESS Customer Care at 800-SafeLink.

AIRTIME RATES.

SAFELINK WIRELESS airtime is issued in minute/unit increments. "Units" are the same as minutes. Minutes/units are deducted from the SAFELINK WIRELESS phone at a rate of one (1) unit per minute and/or partial minute of use. There is no additional charge for nationwide long distance or for international long distance to countries designated at www.tracfone.com.

TEXT MESSAGING.

The rates to send or receive a text message to another person's phone using your SAFELINK WIRELESS phone are 0.3 minutes/units per text message, for sending and 0.3 minutes/units per text for receiving. If you do not want minutes/units deducted from your SAFELINK WIRELESS phone, then do not send a text message and/or do not open any incoming text messages. SAFELINK WIRELESS Service does not allow international text messages. Attempting to send international messages could result in service deactivation. Please note that SAFELINK WIRELESS does not generally participate in Premium SMS services or campaigns. Premium SMS refers to activities that usually involve sending a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than SAFELINK WIRELESS. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns, unless it is a SAFELINK WIRELESS authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium SMS services or campaigns not authorized by SAFELINK WIRELESS whether you incur charges as deductions from your SAFELINK WIRELESS phone or from your credit card, are not refundable. You may purchase from SAFELINK WIRELESS ring tones, graphics and certain information services and utilize multi-media services with certain SAFELINK WIRELESS models. See SAFELINK WIRELESS Data Services below.

INTERNATIONAL CALLING.

You may now use your SAFELINK WIRELESS phone to make international calls to landlines (including some cellular phones in some countries) at no additional charge (See www.tracfone.com for available countries and details). The available countries are subject to change without prior notice. In order to place an international call, you will need to dial the international long distance access number 1-800-706-3839 and follow the instructions. From Alaska, Hawaii and the U.S. Virgin Islands you will need to dial 305-938-5673 as the international long distance access number. Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. SAFELINK WIRELESS will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your SAFELINK WIRELESS phone when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands (the "Coverage Area"). Any attempt to make or receive calls when you are located outside of the Coverage Area could result in service deactivation.

ADDING AIRTIME.

Your SAFELINK WIRELESS phone will only operate when you have airtime minutes/units available on the SAFELINK WIRELESS phone. If you run out of your free monthly allotment of airtime, you may purchase and add airtime to your phone. You add airtime by entering the PIN (obtained from either a SAFELINK WIRELESS or TracFone Wireless airtime card). You must add your airtime to your SAFELINK WIRELESS phone within one year from the date of purchase; otherwise the card/PIN expires and you will not be able to add those minutes to your SAFELINK WIRELESS phone; nor receive a refund for any unused minutes.

AIRTIME CARDS.

SAFELINK WIRELESS customers may purchase and use for their SAFELINK WIRELESS handset any TracFone Wireless airtime cards, including Double Minute Airtime cards. Each TracFone Wireless airtime card comes with a number of minutes and a service period that begins to run from the day you add airtime to your SAFELINK WIRELESS phone.

The free monthly allotment of minutes received by the SAFELINK WIRELESS customer while enrolled in the Double Minutes for Life program will not double with the purchase and addition of any airtime cards. **NOTE: On the 60, 90 and 120 minute TracFone Wireless airtime cards, SafeLink Wireless customers will receive an additional 40, 35 and 30 minutes respectively, and these minutes do not double with any TracFone Wireless Double Minute airtime cards.**

For each TracFone Wireless airtime card purchased and used on a SAFELINK WIRELESS handset, the SAFELINK WIRELESS customer will receive the following:

Card	Minutes	Service Days	Other
60	100	90	N/A
90	125	90	N/A
120	150	90	N/A
200	200	90	N/A
450	450	90	N/A
One Year Service Card	250 or 400	365	N/A
One Year plus Double Minute	800	365	Double minutes for life of single handset after you purchase and add this card; not transferable to another handset even if phone is damaged, lost or stolen. The minutes that come with this card will not double. Free monthly minutes to SAFELINK WIRELESS customers do not double.
Double Minute	0	0	Double minutes for life of single handset after you purchase and add this card; not transferable to

Card			another handset even if phone is damaged, lost or stolen. The minutes that come with this card will not double. Free monthly minutes to SAFELINK WIRELESS customers do not double.
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You may also purchase SAFELINK WIRELESS airtime cards at selected retail stores. SAFELINK WIRELESS customers will receive the following:

Card	Minutes	Service Days	Other
15	15	0	N/A
25	25	0	N/A
50	50	0	N/A

For each additional TracFone airtime card that you add to your phone, your Service End Date will be extended by the number of days specified on the card or cash register receipt, without limitation. "Service End Date" is the last day of your service period. Airtime minutes added to your SAFELINK WIRELESS phone do not expire with active service and at least one Transaction during a consecutive sixty day period. A "Transaction" shall be defined as any one of the following (i) your phone's receipt of the monthly allotment of airtime; (ii) the purchase and addition of either a TracFone Wireless or SAFELINK WIRELESS airtime card; or (iii) usage of your phone (making a call, sending or receiving a text message or data usage). Airtime minutes have no cash value and are non-refundable. Promotional, bonus and other non-purchased airtime minutes will not double on phones with the double minute card. The purchase of any airtime card is non-refundable. Airtime cards, airtime rate plans, and card denominations are subject to change at any time without prior notice.

SERVICE END DATE AND DEACTIVATION.

SAFELINK WIRELESS enrolled customers will receive 365 days of service upon qualification and enrollment and then another 365 days of service for re-qualification and re-enrollment. If you use your phone regularly and receive your monthly minutes but do not re-qualify or re-enroll or purchase and add airtime prior to the Service End Date (which is the date displayed on your handset screen) your service will be deactivated on the last day of service (your Service End Date). In the event TracFone Wireless requires you to re-qualify and re-enroll in the SAFELINK WIRELESS Service and you fail to do so and you do not purchase a TracFone airtime card providing service days, then your service will be deactivated on your Service End Date and you will lose your handset phone number, even if you have minutes remaining. To prevent this from occurring, please keep your handset service active by both re-qualifying and re-enrolling or by purchasing and adding TracFone airtime cards before the Service End Date. Notwithstanding the Service End Date displayed on your handset, SAFELINK WIRELESS and TracFone Wireless reserve the right to deactivate and cancel the enrollment of any phone from the SAFELINK WIRELESS service in the event of no activity or Transaction for 60 consecutive days. If your SAFELINK WIRELESS Service is deactivated because of no activity or Transaction in 60 consecutive days, your phone may be reactivated by calling 1-800-SafeLink within the twelve month period from the initial enrollment or requalification date. If you re-activate your SAFELINK WIRELESS phone and service within the twelve month period of your enrollment, you will receive the monthly minutes that you were entitled to receive until you were deactivated but you will lose any and all minutes that you would have received during your deactivation period. If you attempt to re-activate after twelve months from the initial enrollment or requalification date, you will need to re-qualify and re-enroll in the SAFELINK WIRELESS Service and no compensation or replacement of unused minutes will be provided.

Once you reactivate, your SAFELINK WIRELESS handset may be assigned a new phone number. Airtime which remained at the time of deactivation will remain on your handset if it is reactivated within 60 days from the deactivation date. However, airtime which remained at the time of deactivation may be lost if your handset service remains deactivated for longer than 60 days.

AIRTIME USAGE. Airtime minutes will be deducted for all time during which your SAFELINK WIRELESS phone is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send," "call" or other key to initiate or answer a call and does not end until you press the "end" key or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, calls to toll free numbers, 411, 611, Customer Care, and to access your voice mail. Airtime minutes are deducted for all text messages sent and all incoming text messages which are opened. Airtime minutes are not deducted for calls to 911. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes are deducted in full unit increments; partial minutes are rounded up to the next minute. Airtime minutes will also be deducted for use of other services such as text messaging and accessing the TracFone Wireless Mobile Web ("WAP"). No credit or refund is given for dropped calls.

UNAUTHORIZED USAGE; TAMPERING. The SAFELINK WIRELESS handset is provided exclusively for use by you, the end consumer with the SAFELINK WIRELESS Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your SAFELINK WIRELESS handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with TracFone Wireless. You agree not to unlock, re-flash, tamper with or alter your SAFELINK WIRELESS phone or its software, enter unauthorized PIN's, engage in any other unauthorized or illegal use of your SAFELINK WIRELESS phone or the Service, or assist others in such acts, or to sell and/or export SAFELINK WIRELESS handsets outside of the United States. These acts violate TracFone Wireless' rights and state and federal laws. Improper, illegal or unauthorized use of your SAFELINK WIRELESS phone is a violation of this agreement and may result in immediate discontinuance of Services and legal action against you. TracFone Wireless will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use or sale of your SAFELINK WIRELESS phone shall entitle TracFone Wireless to recover liquidated damages from you in an amount of not less than \$5,000 per SAFELINK WIRELESS handset purchased, sold, acquired or used in violation of this agreement..

Some SAFELINK WIRELESS handsets have SIM cards. If your SAFELINK WIRELESS phone has a SIM card, then you agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card. The Carriers, TracFone Wireless, or its service providers, may, from time to time, remotely update or change the encoded information on your SIM card. Your SAFELINK WIRELESS phone is restricted from operating when you are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such calls are considered unauthorized usage by TracFone Wireless for which your Service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for unused airtime.

COVERAGE MAPS. You will find coverage maps on our website, www.tracfone.com. These maps are for general informational purposes only. TracFone Wireless does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and your equipment may interfere with actual service, quality and availability. Thus, it is possible your phone will roam even in the area depicted as your home calling area. Actual coverage and service areas may vary from the maps and may change without notice.

ROAMING. "Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when you make and receive calls outside the home calling area. When your SAFELINK WIRELESS phone is roaming, an indicator light on your handset may display the word "Roam" or "RM" on the screen while the phone is not in use. There are no additional charges for roaming calls for the SAFELINK WIRELESS phone you were provided. Availability, quality of coverage and Services while roaming are not guaranteed.

LIMITATIONS OF SERVICE AND USE OF EQUIPMENT. Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At anytime, TracFone Wireless reserves the right to substitute and/or replace any SAFELINK WIRELESS equipment (including handsets) with other SAFELINK WIRELESS equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular SAFELINK WIRELESS handset may not be available on your phone. TracFone Wireless does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither TracFone Wireless, nor any Carrier, shall have any liability for Service failures, outages or limitations of Service. Because of the risk of being struck by lightning, you should not use your SAFELINK WIRELESS phone outside during a lightning storm. You should also unplug the SAFELINK WIRELESS phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

WARRANTY EXCHANGE & LOST OR STOLEN PHONE POLICY

Warranty Exchange Policy: SAFELINK WIRELESS customers shall have up to one year from the activation date of their phone to return any defective phone to TracFone Wireless. TracFone Wireless will exchange a defective phone for another phone during this period of time only. For a defective phone replacement, call SAFELINK WIRELESS Customer Care at 1-800-378-1684.

Exclusions and Conditions. This limited warranty does not cover damage or failure caused by abuse or misuse of the phone or accessories. TracFone Wireless does not provide refunds. All applicable implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty, unless otherwise provided by law. Your limited warranty excludes all incidental or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Lost or Stolen Phone Policy: For any lost or stolen SAFELINK WIRELESS phone, you may request and receive only one replacement phone per customer (The replacement phone will be a refurbished phone). All reported lost and stolen phones will be permanently deactivated. For the replacement phone resulting from a lost or stolen phone, SAFELINK WIRELESS will only replace 10 minutes of lost time. In the event you lose your replacement phone or it is stolen, you will need to purchase an additional phone. If a phone is lost or stolen in transit to the customer, before the customer receives the phone, then the airtime minutes will be reimbursed and the phone replaced (one time only). TracFone Wireless reserves the right to determine if a phone was lost or stolen in transit and decide whether to provide the customer with a new handset.

HEARING, VISUAL OR SPEECH IMPAIRED ACCOMMODATIONS

Any hearing, visual or speech impaired persons interested in applying for a specially equipped SAFELINK WIRELESS must specify the need(s) in the application and TracFone Wireless will make every effort to assist such customer in obtaining a handset and at the same time be in compliance with all applicable laws, rules, and regulations.

EMERGENCY CALLS.

If you are in an area where your SAFELINK WIRELESS phone is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your SAFELINK WIRELESS in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

DATA SERVICES.

With certain SAFELINK WIRELESS phone models, you can download ring tones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services") through our Wireless Mobile Web ("WAP"). Data Services are additional Services offered by us and there is an additional charge or debit of minutes/units for use of such services.

Access/Purchase Data Services. In order to purchase, download or access Data Services, your handset must have active service and sufficient available airtime (minutes). Your handset will not let you open the WAP browser without an airtime balance of at least 10 minutes. Each time you access our Wireless WAP with your handset's browser, 0.5 units per minute will be deducted from your handset ("Access Charges"). Access Charges are deducted in full minute increments. WAP access of less than 60 seconds is rounded up to the next full minute.

Access Charges begin when your handset makes a data connection. This should occur shortly after you open your browser, send or receive a multi-media message (e.g., a picture), initiate a content download, view subscribed Information Services or if WAP access is initiated for any other purpose. Access Charges end when the data connection terminates. This should occur shortly after you close your browser, successfully receive or send a multi-media message (e.g., a picture), after a successful content download or after any other closure of a WAP session. The WAP access duration and the related Access Charges are NOT determined from the exact moment you press a button on your handset to open or close the browser.

In addition to the Access Charges, there will be an additional one-time charge for any content you select to download ("Content Charge") and if you subscribe to an Information Services ("Subscription Charge"). The Content Charges and Subscription Charges vary depending on the type of content and/or subscription. You will be advised of the Content Charges and/or Subscription Charges prior to finalizing your purchase. The Data Services you purchase and download may only be used or viewed on the handset for which they were purchased and cannot be transferred to any other device, including a new or replacement handset. Data Services are non-refundable and non-transferable.

Purchase Options for Data Services: You may purchase Data Services either through your handset's WAP browser or through the Internet (with a personal computer) at www.tracfone.com.

When you purchase Data Services from the Internet at www.tracfone.com, the Content Charge will be shown in both U.S. Dollars and in minutes/units. You will have the opportunity to select one of two payment options: (1)

using a credit card to pay the purchase price shown, or (2) a direct deduction of minutes from your SAFELINK WIRELESS handset. If you buy a TracFone card the number of minutes to be charged is based on the last airtime card added to your handset. See Purchasing Data Services With Airtime Minutes below.

How to purchase from the Internet (www.tracfone.com): Go to "Ringtones and More" at www.tracfone.com and enter your SAFELINK WIRELESS serial number (ESN /IMEI). This will take you to the Wireless Data Services content catalog where you can browse, sample and purchase ringtones and/or graphics. After you find a title, and select "Buy", you will then be presented with the two purchase options described above.

How to purchase through your handset's WAP browser: Select "BROWSER" on your handset. Then select "Start Browser" and you will be presented with a menu. When you use your handset's WAP browser to purchase Data Services, only the unit charge purchase option is available. Credit card payments are not available when purchasing through your handset. Note: Ringtones can only be sampled at www.tracfone.com.

Purchasing Data Services With Airtime Minutes: If you add TracFone airtime cards, the charges for Data Services purchases are determined by the last airtime card added to your handset. The chart below details the number of minutes you will be charged for each dollar you spend for the Data Services you purchase. Your TRACFONE will be assigned the appropriate dollar-to-minute conversion factor each time an airtime card is added to your handset. The charges for Data Services in U.S. Dollars and/or minutes and the dollar-to-minute conversion factor(s) are subject to change without prior notice.

Dollar-To-Minute Conversion Factors for Data Services	
If the last airtime card you added to your handset was:	You will have this number of minutes deducted per dollar you spend on Data Services:
TRACFONE Airtime Cards	
30, 40 or 60 minute cards	3.00
90 minute card	3.60
100 or 120 minute cards	4.00
200, 250 or 400 minute cards	5.00
450 minute card	5.62
200, 250 or 400 minute cards with Double Minutes	3.00
Annual Plan and Double Minute Prepaid Plan Cards	
150 unit Annual Plan card	1.66
250 unit Annual Plan card	2.50
400 minute Annual Plan Card	4.00
800 minute Annual Plan Card	5.71
Double Minute Card without minutes	N/A
300 minute Double Minute Annual Prepaid Plan Card	2.30
400 minute Double Minute Annual Prepaid Plan Card	3.07
Regular Airtime Cards Added to TRACFONE's with active Double Minute Benefit	
30, 40 or 60 minute cards with Double Minutes	6.00
90 minute card with Double Minutes	7.20
100 or 120 minute cards with Double Minutes	8.00

200, 250 or 400 minute cards with Double Minutes	10.00
450 minute card	11.24
Other (not listed above) Airtime cards with Double Minutes	6.00

Subscription to Information Services. For Data enabled phones, SAFELINK WIRELESS offers two options for subscription-based Information Services (news, weather and sports): (1) a one-day (24 hour) subscription or (2) a 30-day subscription.

A subscription for Information Services allows you to view the various Information Services during the duration of the subscription. For example, a 30-day subscription allows access to the subscription based Information Service at any time during the 30-day period. In addition to the initial Subscription Charge to purchase the one-day or 30-day subscription, you will also incur Access Charges whenever you open your handset's WAP browser to access and/or view the Information Services. The Access Charge is 0.5 minutes (units) per minute (or partial minute) of use. Subscriptions to Information Services can only be purchased directly from your handset.

Subscriptions to Information Services are only accessible on the handset on which they were purchased and cannot be transferred to any other device, including a new or replacement handset. Information Services are non-refundable and non-transferable.

Your SAFELINK WIRELESS Service must remain active to access your subscription to Information Services. If your service expires, your subscription to Information Services will be terminated. Your Information Services subscription will not be reinstated, even if your handset is reactivated during the original subscription period. There is no pro-rated refund of Subscription Charges as a result of deactivation or expiration of service.

Charges for MMS (e.g., picture messaging). You will be charged 1.0 unit to send or receive a multi-media message (the "MMS Charge"). In addition to the 1.0 unit MMS Charge, there will also be an additional WAP Access Charge of 0.5 units per minute for the time it takes to send or receive the multi-media message. The total WAP Access Charge will vary depending on the size of the multi-media message being sent or received.

Additional Access Charges for Data Services. In addition to the Content Charges, Subscription Charges and MMS Charges, and regardless of the payment option you use, there is always an additional Access Charge of 0.5 units per minute associated with downloading content, accessing/viewing Information Services or utilizing MMS. Total Access Charges will vary depending on the size of the content and the actual time it takes to download the content, access/view the Information Service or utilize MMS.

Modifications, Interruptions, or Discontinuation of Data Service. SAFELINK WIRELESS does not guarantee the availability of Data Services on all of its phone models nor does it guarantee the availability of Data Services at all times. SAFELINK WIRELESS reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in analog service areas. SAFELINK WIRELESS is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure in receipt of the purchased Data Services. If the Data Services, or any part thereof, for which you subscribe, are modified, interrupted, discontinued or canceled, you will not receive a refund or credit from SAFELINK WIRELESS for any remaining used or unused subscription time. If you cancel or attempt to cancel a Data Service download, a subscription purchase or a multi-media message in progress, or if

this process is otherwise interrupted through no action on your part, you may nevertheless be charged in accordance with the terms and conditions set forth herein.

Non-Rated Content. SAFELINK WIRELESS and TracFone Wireless strive to present and offer only generally acceptable content. However, it is impossible to proof all content, titles and news articles for appropriate content. Our wireless content is NOT rated and you are solely responsible for the use of such material, which may be offensive or objectionable to you or to others. You agree not to hold SAFELINK WIRELESS or TracFone Wireless liable for any offensive or objectionable content.

LIMITATION OF LIABILITY. TracFone Wireless will not be liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. TracFone Wireless will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any Service or equipment provided by or manufactured by third parties. When your SAFELINK WIRELESS phone is returned to SAFELINK WIRELESS for any reason, TracFone Wireless is not responsible and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads you may have stored on your phone or which may remain on your phone.

INDEMINIFICATION. You agree to indemnify and hold harmless TracFone Wireless from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof) resulting from your use of a SAFELINK WIRELESS phone and/or use of the SAFELINK WIRELESS Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

BINDING ARBITRATION. PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION), EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED RESALE, EXPORT, ALTERATION, AND/OR TAMPERING OF YOUR SAFELINK WIRELESS PHONE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF TRACFONE WIRELESS™ AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of your relationship with TracFone Wireless, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude TracFone Wireless from bringing claims concerning the unauthorized resale, export, alteration, and/or tampering of your SAFELINK WIRELESS phone, its software, the Service and/or PIN numbers, in state or federal court. References to you and TracFone Wireless include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims, except those excluded above, will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to TracFone Wireless by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules"), as modified by this agreement. The AAA Rules are available online at www.tracfone.com or by calling the AAA at 1-800-778-7870. You and TracFone Wireless agree that use of the Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal

arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and TracFone Wireless agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and if this preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and TracFone Wireless in accordance with the WIA Rules, except that TracFone Wireless will reimburse you for the amount of the filing fee in the event you prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless TracFone Wireless and you agree otherwise, the location of any arbitration shall be Miami, Florida. Except where prohibited by law, TracFone Wireless and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor TracFone Wireless shall disclose the existence, contents, or results of any arbitration, except to the extent required by law. Judgment on the award rendered may be entered by any court of competent jurisdiction.

PRIVACY POLICY. To view the SAFELINK WIRELESS Privacy Policy refer to the SAFELINK WIRELESS website found at www.safelink.com.

November 14, 2007

Ms. Sandra K. Hilton
Office of the Secretary of State
Audits Division
255 Capitol Street, NE, Suite 500
Salem Oregon 97310

Dear Ms. Hilton:

On behalf of CTIA and the wireless industry, I am writing in response to the audit report entitled "Oregon Department of Revenue: 9-1-1 Tax Review," Report Number 2007-23, issued September 19, 2007. CTIA-The Wireless Association® is the international association for the wireless telecommunications industry, representing carriers, manufacturers, and wireless Internet providers.

The wireless industry has been and remains committed to deploying enhanced 911 services and recognizes the fact that mobile phones are one of the most important safety tools since the introduction of 911. The industry has spent almost \$200 billion to deploy wireless over the past ten years, including equipment that has enabled carriers to route emergency calls to the nearest Public Safety Answering Points (PSAPs) and identify the caller's location through either network or handset-based methods. In addition, wireless carriers annually collect from wireless consumers approximately \$1 billion that are remitted to state and local 911 funds intended to help support and upgrade the technical capabilities of the 6,174 PSAPs that exist across the country.

As a result of our commitment to public safety we are very concerned about several of the findings made by the Secretary of State in the above referenced report regarding compliance issues by carriers in collecting and remitting the Oregon 911 taxes. The wireless industry is dedicated to working with the Secretary of State and the Department Revenue to resolve the perceived problems and issues that have been raised in this report as soon as possible.

It is our understanding that the conclusions reached in the audit report relied primarily on reports filed with the state Public Utilities Commission (PUC) and the Federal Communications Commission (FCC) to estimate the subscriber counts for the fourth quarter of 2006. Given the different criteria that apply to the reporting of data to these various agencies, we believe that there are several reasons that the conclusions reached in the audit report may not be accurate nor do they reflect a true picture of carrier compliance with the 911 tax requirements in Oregon.

We believe that there are likely two principal reasons that the discrepancies identified in the audit report might exist. First, the report appears to conclude that the existing state statute imposing the tax encompasses prepaid consumers. However, based upon the way the actual statute is drafted, the industry does not believe that the current language encompasses prepaid customers.



ORS 401.792 states:

(1) There is imposed on each paying retail subscriber who has telecommunication services with access to the 9-1-1 emergency reporting system a tax equal to 75 cents per month..... **For cellular, wireless or other radio common carriers, the tax shall apply on a per instrument basis and only if the subscriber's place of primary use, as defined and determined under 4 U.S.C. 116 to 126, is within this state.**

The term "place of primary use", as defined in 4 U.S.C. 116 to 126 (generally known as the Mobile Telecom Sourcing Act "MTSA"), means the street address representative of where the customer's use of the mobile telecommunications service primarily occurs, which must be—

“(A) the residential street address or the primary business street address of the customer; and
“(B) within the licensed service area of the home service provider.

In order to make this determination the service provider would have to have knowledge of the prepaid customer's residential or business address. However, prepaid services are not sold on a "monthly" basis and carriers do not send monthly bills to prepaid consumers. Given this business anomaly prepaid telephone calling service was specifically exempted from the taxing situs determination rules of the MTSA by 4 U.S.C. 116(c)(1). Accordingly, carriers do not solicit nor do they retain information as to a "place of primary use as determined under 4 U.S.C. 116 to 126" for prepaid customers. Therefore, if the Oregon statute requires the use of federal law to identify the taxing jurisdiction of prepaid telephone service but the same federal law exempts the application of that same statute to prepaid telephone services then the logical conclusion is that the Oregon law was not intended to nor does it apply to prepaid telephone service.

To the extent that the apparent shortfall identified in the audit is attributable to the difference between FCC-reported state-specific subscribership and subscriber counts which omit prepaid, as would be the case in the subscriber counts reported on the 911 filings, this difference could easily be reconciled by the fact that the information reported to the FCC clearly includes prepaid service consumers. Using that information would not be an accurate way to determine a carrier's compliance with the state's 911 tax obligation.

The second major difference would be that the 911 fee only applies to retail subscribers. Again, the reports likely used to determine a wireless carrier's compliance would have primarily been the FCC reports since there are no other reports besides the Residential Services Protection Fund (RSPF) report filed with the state PUC. However, the FCC reports would include all customer counts, both wholesale and retail consumers. Again, this would not be an accurate reflection of a carrier's true liability for the state's 911 tax obligation.

To fully resolve these issues, it would be helpful to have a more in depth understanding of the specific data and assumptions used in conducting the audit to determine that substantial underreporting occurred. Assistance in understanding the variables in the data used will help resolve the perceived discrepancies.

One other very important point to note is that the 911 tax is imposed upon the *user* of communication services that have the ability to access the 911 emergency communications system. This is a critically important distinction in that it is not meant to be a tax on the *providers* of such



service. Even if the statute explicitly included prepaid services/consumers in the taxable base, there is no effective way to try to collect the tax from the prepaid consumers. That has been one of the lingering policy debates throughout the country by states who seek to expand this type of tax to prepaid services. Expansion of 911 fees to prepaid services essentially forces providers to bear the burden of the tax, creating a fundamental policy shift in the imposition of the tax and clearly inconsistent with the legislative intent of the 911 tax. That is an issue that needs to be more clearly worked through before states seek to include prepaid services in their 911 tax base.

We applaud Governor Kulongoski for his line item veto of SB 994, which sought to transfer funds from the Emergency Communications Account to the General Fund. While the industry supports the goals and funding for the emergency communications system, we do not support taking these important public safety funds and using them as revenue for other purposes. These monies have been collected from consumers with the understanding that the funds will be used solely to fund the emergency communications system. Over the last few years, the industry has worked very diligently with states and the public safety community to ensure accountability in how these funds are utilized.

The wireless industry is strongly committed to working with the Secretary of State and the Department of Revenue to address the issues and concerns raised in this report and to remedy any concerns that ultimately remain once the data is further analyzed and better understood. We look forward to hearing back from you as we work together to resolve the concerns raised in this report. Please do not hesitate to contact Jim Schuler directly at 202-736-3219 to further discuss this matter.

Sincerely,



K. Dane Snowden
Vice President,
External & State Affairs

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Docket No. 2009-263

February 9, 2010

TRACFONE WIRELESS, INC.
Request for Designation as an Eligible
Telecommunications Carrier

ORDER GRANTING ETC
STATUS AND OPENING
SEPARATE INVESTIGATION

REISHUS, Chairman; VAFIADES and CASHMAN, Commissioners

I. SUMMARY

In this Order we grant the Petition for Waiver of TracFone Wireless, Inc. (TracFone) and designate TracFone as an Eligible Telecommunications Carrier (ETC) pursuant to Section 214(e)(2) of the Telecommunications Act of 1996 (TelAct), 47 U.S.C. § 214(e)(2), and 47 C.F.R. § 54.201 of the Federal Communications Commission's (FCC) Rules for the limited purpose of providing Lifeline service in the state of Maine. Furthermore, we open an investigation pursuant to 35-A § 1303(2) into TracFone's obligation to pay fees into the Maine Universal Service Fund (MUSF) and the Maine Telecommunications Education Access Fund (MTEAF), and whether TracFone is in compliance with its obligations to pay other applicable regulatory fees.

II. BACKGROUND

On August 5, 2009, TracFone filed an Application for designation as an ETC for the limited purpose of providing Lifeline service in Maine.¹ *TracFone Wireless, Inc., Request for Designation as an Eligible Telecommunications Carrier*, Docket No. 2009-263, Application of TracFone Wireless, Inc. for Designation as an Eligible Telecommunications Carrier in the State of Maine for the Limited Purpose of Offering Lifeline Service to Qualified Households (Aug. 5, 2009) (Application). TracFone submitted a revised application on October 8, 2009 that specifically addressed the requirements of Chapter 206 of the Commission's Rules. *TracFone Wireless, Inc., Request for Designation as an Eligible Telecommunications Carrier*, Docket No. 2009-263, First Amendment to Application of TracFone Wireless, Inc. for Designation as an Eligible Telecommunications Carrier (Oct. 8, 2009) (Amended Application). TracFone is a reseller of commercial mobile radio service (CMRS) and has been operating in Maine for more than ten years. TracFone does not own or operate any facilities in Maine or elsewhere; rather it operates a "virtual network" that relies on obtaining service from other licensed operators of wireless networks. In Maine, TracFone provides service throughout the state wherever wireless service is available through its arrangements with various service providers.²

¹ TracFone operates its Lifeline service under the trade name SafeLink Wireless.

² TracFone initially plans to offer Lifeline service only in areas served by AT&T Mobility and T-Mobile.

On September 18, 2009 the Presiding Officer issued a Procedural Order requiring that any preliminary comments on TracFone's Revised Application be filed no later than October 13, 2009.³ *TracFone Wireless, Inc., Request for Designation as an Eligible Telecommunications Carrier*, Docket No. 2009-263, Procedural Order (Sept. 18, 2009). The September 18, 2009 Procedural Order also scheduled a technical conference for October 16, 2009.

On October 8, 2009, along with its Amended Application, TracFone filed a petition for a waiver of certain requirements of Chapters 206 and 294 of the Commission's Rules. *TracFone Wireless, Inc., Request for Designation as an Eligible Telecommunications Carrier*, Docket No. 2009-263, Petition for Waiver (Oct. 8, 2009). In its Petition for Waiver, TracFone requested that the Commission waive (1) the requirement in Chapter 206, § 3(C) for submission of a substantive plan of the investments to be made with federal support and a description of how those expenditures will benefit consumers; (2) the requirement in Chapter 206, § 3(E) that wireless applicants provide a map showing existing and planned locations of cell sites; (3) the requirement in Chapter 206, § 3(F) that it provide information demonstrating that it has the ability to remain functional in emergency situations; and (4) the requirement in Chapter 206, § 3(G) that it comply with Chapter 294 of the Commission's Rules insofar as relates to the requirement in Chapter 294 § 6 that TracFone inform its Lifeline customers of program information and guidelines by mail.

On October 16, 2009 a technical conference was held in this matter. The technical conference was attended by representatives of TracFone, the OPA, TAM, Kennebec Valley Community Action Program (KVCAP), and Maine Community Action Association (MCA).⁴ At the technical conference, the Presiding Officer made the following Oral Data Requests of TracFone: (1) Explain the basis for TracFone's decision to set the number of free minutes provided to its Lifeline customers in Maine at 66; (2) explain how TracFone will, if at all, collect E-911 fees from Lifeline customers; and (3) explain how Lifeline customers would be charged for calls that originate from a cell site located in Canada.

On October 26, 2009, Commission Staff instructed TracFone to respond to a series of written data requests relating to TracFone's policies regarding payment of fees to the Maine Universal Service Fund (MUSF), the Maine Telecommunications Education Access Fund (MTEAF), the federal Universal Service Fund (USF), and to report its Maine intrastate revenue for the period from the 4th quarter of 2007 through the 3rd quarter of 2009.⁵ *TracFone Wireless, Inc., Request for Designation as an*

³ The Commission received preliminary comments from the Office of the Public Advocate (OPA) and the Telephone Association of Maine (TAM).

⁴ The OPA, KVCAP, and MCA each requested, and were granted, intervenor status in this matter.

⁵ There were a total of five questions in Examiner's Data Request No. 1, each with several sub-parts.

Eligible Telecommunications Carrier, Docket No. 2009-263, Examiner's Data Request No. 1 (Oct. 26, 2009). TracFone was required to respond to Examiner's Data Request No. 1 by November 9, 2009.

On October 28, 2009 TracFone responded by letter to the oral data requests made at the October 16, 2009 technical conference. *TracFone Wireless, Inc., Request for Designation as an Eligible Telecommunications Carrier*, Docket No. 2009-263, Response to 3 Questions (Oct. 28, 2009). In response to Question 1, while not providing details about how it arrived at the number of minutes to be provided to its Lifeline customers, TracFone stated that it had revisited the number of free minutes to be provided to Lifeline customers and increased the number to 68 from 66, and that those minutes would roll over from month to month provided that customers remained enrolled in the program. In response to Question 2 TracFone stated that, based on its interpretation of Maine law, it would not be required to remit E-911 fees from its Lifeline customers because, as Lifeline is a free service, there are no charges from which to collect such fees. In response to Question 3, TracFone stated that it would not permit Lifeline customers to originate calls from a Canadian cell site.

On November 9, 2009 TracFone responded to Questions 1, 2, 4, and 5 of Examiner's Data Request No. 1 and filed a motion for a protective order regarding its answer to Question 3. *TracFone Wireless, Inc., Request for Designation as an Eligible Telecommunications Carrier*, Docket No. 2009-263, Response (Nov. 9, 2009). In response to Questions 1 and 2, TracFone stated that under its interpretation of the Commission's Rules, it was not required to pay into MUSF and MTEAF, respectively, because as a pre-paid reseller it does not have any "billed" revenue. In response to Question 3, TracFone stated that it regarded its Maine intrastate revenue figures as competitively sensitive information, and refused to disclose the information in the absence of a protective order.⁶ In response to Question 4, TracFone stated that it does pay federal USF and, accordingly, has a means of distinguishing between interstate and intrastate revenues. TracFone refused to answer Question 5 regarding whether it pays USF or similar fees to any authorities in other states on the ground that the question was irrelevant to whether TracFone should be designated as an ETC in Maine.

On January 11, 2010, the Presiding Officer issued a Procedural Order asking for comment on TracFone's responses to Questions 1 and 2 of Examiner's Data Request No. 1 and whether and to what extent TracFone's failure to pay into MUSF and MTEAF should factor into determining whether the Commission should grant TracFone's request for ETC status. *TracFone Wireless, Inc., Request for Designation as an Eligible*

⁶ On November 25, 2009 the Presiding Officer granted TracFone's motion, *TracFone Wireless, Inc., Request for Designation as an Eligible Telecommunications Carrier*, Docket No. 2009-263, Protective Order (Nov. 25, 2009), and on December 4, 2009 TracFone filed its confidential answer to Question 3. *TracFone Wireless, Inc., Request for Designation as an Eligible Telecommunications Carrier*, Docket No. 2009-263, Confidential Response to Examiner's Data Request No 1 (Dec. 4, 2009).

Telecommunications Carrier, Docket No. 2009-263, Procedural Order (Jan. 11, 2010). Intervenor and Interested Persons were given until February 1, 2010 to respond.

By February 1, 2010 the Commission had received comments from Maine Governor John Baldacci, the Emmanuel Homeless Shelter, the OPA, Maine State Representative Kenneth Fletcher, the AARP, Maine State Senator Barry Hobbins, the Maine Association of Retirees, Maine State Representative Stacey Allen Fitts, Maine State Representative Richard Blanchard, Maine Senate Majority Leader Philip Bartlett, Maine House Majority Leader John Piotti, MCA, Maine State Senator John Nutting, State Representative Jon Hinck, and KVCAP. The commenters were unanimous in their belief that the Commission should treat TracFone's failure to pay MUSF and MTEAF fees and its application for ETC status as two separate issues. All commenters urged the Commission to approve TracFone's application as expeditiously as possible.

III. LEGAL STANDARDS

The TelAct provides for the continuing support of universal service goals by making federal USF available to carriers which are designated as ETCs. Section 214(e)(2) of the TelAct gives state commissions the primary responsibility for designating carriers as ETCs. *See also Federal-State Joint Board on Universal Service; Promoting Deployment and Subscribership in Unserved and underserved Areas, Including Tribal and Insular Areas*, CC Docket No. 96-45, Twelfth Report and Order, Memorandum Opinion and Order, and Further Notice of Rulemaking, 15 FCC Rcd 12208, 12255, ¶ 93 (2000) (Twelfth Report and Order). To be designated as an ETC, a carrier must offer all nine of the services supported by the universal service fund to all customers within the ETC's service area and advertise the availability of those services throughout the service area.⁷

In furtherance of its role in designating ETCs, Chapter 206, Section 3 of the Commission's Rules require that ETC applicants provide the following information: (1) a description of the services for which ETC designation is sought and a statement that the provider will offer the services for which support is sought throughout that service area; (2) a statement that the provider will provide service on a timely basis to customers within the service area; (3) a plan of the investments to be made with federal support and how those investments will benefit customers; (4) a statement that the provider will advertise, throughout its service area, the availability of the services for which support is sought; (5) maps depicting the existing and planned locations of cell sites; (6)

⁷ The FCC has defined the services that are to be supported by the federal universal service support mechanisms to include: (1) voice grade access to the public switched telephone network (PSTN); (2) local usage; (3) Dual Tone Multifrequency (DTMF) signaling or its functional equivalent; (4) single-party service or its functional equivalent; (5) access to emergency services, including 911 and enhanced 911; (6) access to operator services; (7) access to interexchange services; (8) access to directory assistance; and (9) toll limitation for qualifying low-income customers. 47 C.F.R. § 54.101(a).

information demonstrating the provider's ability to remain functional in an emergency; (7) a certification that the provider will comply with Chapters 290 and 294 of the Commission's Rules; (8) that the provider offers a local usage plan comparable to the one offered by the ILEC in the proposes service area; (9) a statement that the provider will provide equal access to long distance carriers; and (10) any additional information that the Commission may require.

The Commission will approve an application for designation as an ETC if the petition meets the requirements of Chapter 206, the carrier's designation as an ETC advances some or all of the purposes of universal service in 47 U.S.C. § 254, and the ETC designation is in the public interest. After ETC status is granted, the carrier must file an annual report in accordance with Chapter 206, § 6 of the Commission's Rules.

III. DISCUSSION

A. INITIAL APPLICATION

In its Application, TracFone describes in detail how it meets the federal requirements for designation as an ETC in Maine. As an initial matter, TracFone recognizes that federal law requires ETCs to offer services, at least in part, over their own facilities, and that the FCC's Rules prohibit state commissions from designating as an ETC a carrier that offers exclusively resale services. However, TracFone states that in 2005 the FCC granted TracFone "forbearance from the facilities requirement for ETC designation for Lifeline support only." See *Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(i)*, 20 FCC Rcd 15095 (Sept. 8, 2005) (TracFone Forbearance Order) at 1; *Application* at 4-5. Based on this order of forbearance, TracFone asserts that this Commission has jurisdiction to designate TracFone as an ETC under 47 U.S.C § 214(e)(2).

Next, TracFone's Application describes in detail how TracFone provides, or will provide, all of the functionalities required by FCC Rules.

1. TracFone states that it will provide "voice grade" access to the PSTN, meaning that Lifeline customers will have the ability to make and receive telephone calls at frequencies between 500 and 4,000 hertz.
2. TracFone states that Lifeline customers will have the ability to make and receive local calls wherever TracFone provides service, and that local usage is included in its proposed calling plan.
3. TracFone states that all telephone handsets that it provides to its Lifeline customers are DTMF capable.

4. TracFone states that it provides all Lifeline customers with single-party access for the duration of every call; indeed, TracFone does not provide "party line" service to any of its customers.
5. TracFone states that it will fully comply with FCC requirement regarding E-911, and "has implemented and will continue to implement [E-911] services . . . when such services are made available by the carriers from whom TracFone purchases services."
6. TracFone states that Lifeline customers will have access to operator services.
7. TracFone states that Lifeline customers will have access to interexchange services to complete toll calls, and that there is no additional charge for Lifeline customers for long distance calling.
8. TracFone states that Lifeline customers will have access to directory assistance provided by its vendors.
9. TracFone states that there is no need for it to offer toll-limitation to Lifeline customers because, as TracFone's service is entirely pre-paid, it is not possible for a Lifeline customer to incur extra charges (or any charges for that matter) for toll calling.

Further, TracFone's Application states that TracFone will comply with all other federal requirements including providing service to Lifeline customers in its service area within a reasonable period of time, compliance with the service quality standards set by the Wireless Association Consumer Code for Wireless, advertising the availability of its Lifeline service within its service area, and compliance with federal certification of eligibility and verification of continued eligibility requirements.

Additionally, TracFone contends that certification of TracFone as an ETC in Maine would serve the public interest. TracFone points to what it believes are important benefits of its service to low-income Mainers. Among those benefits is the advantage of having a mobile phone as opposed to a landline phone with regard to persons seeking employment. TracFone argues that a mobile phone will allow prospective employees to respond immediately to potential employers and, once hires, allow people to stay in contact with their employers better manage their schedules. Perhaps most importantly, TracFone emphasizes that fact that its Lifeline service will be completely free to low-income customers. TracFone will provide Maine Lifeline customers with a free handset and 68 minutes of airtime each month.⁸

⁸ Should Lifeline customers desire to purchase additional minutes beyond the allotment of free minutes, they may do so at \$0.20 per minute.

B. AMENDED APPLICATION

As described in Part II above, under the Commission's Rules, ETC Applicants are required to provide the Commission with certain information regarding their plans for providing Lifeline service. TracFone, in its Amended Application, and in accordance with the Commission's Rules, states the following:

1. That its service area will initially consist of all areas in Maine served by AT&T Mobility and T-Mobile. Additionally, TracFone plans to expand its service area to include areas served by Verizon Wireless.⁹
2. That it is not required to comply with the requirement in Section 3(A)(2) of Chapter 206 that it provide services, at least in part, over its own facilities.¹⁰
3. That it will provide Lifeline service to all qualified customers on a timely basis, with the only anticipated delay after ETC designation being the time needed to implement procedures and internal systems to offer the Lifeline program.¹¹
4. That it should be exempt from the requirements in Section 3(C) that it file a plan of investments to be made with initial federal support because it contends that this requirement is intended to apply only "to carriers that seek high-cost support to fund investments to their network," and, as a pure reseller, TracFone does not own any networks or facilities.¹²
5. That it will "aggressively advertise" its Lifeline service in a manner targeted to reach qualified customers, including print and broadcast media.¹³

⁹ TracFone states that it anticipates expanding Lifeline service to Verizon Wireless' service area in the second quarter of 2010.

¹⁰ TracFone relies on the *TracFone Forbearance Order* and 47 U.S.C. § 160(e) as justification for its contention that it does not have to comply with Section 3(A)(2). Title 47 U.S.C. § 160(e) states, in relevant part, that "a state commission may not continue to apply or enforce any provision of [47 U.S.C. §§ 151-615b] that the [FCC] has determined to forbear from applying."

¹¹ TracFone states that Section 3(B)(2) is not applicable because, as a pure reseller, TracFone does not have the ability to make modifications to the facilities of its underlying carriers.

¹² TracFone also states that, with regard to the Lifeline support it will receive, "one hundred percent of the support will be flowed through to Lifeline customers in the form of free usage."

¹³ TracFone also states that it will not be providing service supported by high-cost universal support mechanisms nor will it be providing Link-Up service, and, accordingly, will not be advertising such offerings.

6. That it has requested, but not been granted access to the comprehensive coverage maps of its underlying carriers as would comply with Section 3(E) of Chapter 206. Accordingly, TracFone has asked the Commission to waive this requirement.
7. That, because TracFone is a pure reseller, and does not operate any facilities, the requirement in Section 3(F) of Chapter 206 that it provide information regarding its ability to remain operational in an emergency does not apply.¹⁴
8. That it will comply with Chapter 290 and the applicable portions of Chapter 294 of the Commission's Rules.¹⁵ Further, TracFone certifies that it will comply with the consumer standards set forth in CITA – The Wireless Association (CITA) Consumer Code for Wireless Service and in the Commission's Rules to the extent those standards apply to resellers of prepaid services.
9. That it will provide a local usage plan to all Lifeline customers that it believes is comparable with that of Incumbent Local Exchange Carriers (ILEC).¹⁶
10. That it certifies that it may be required to provide equal access to long distance carriers in the event that no other ETC is providing equal access within the service area.

¹⁴ TracFone states that it relies on the "state-of-the-art network reliability standards" of its underlying carriers.

¹⁵ Section 3(G)(1) requires that applicants comply with Chapters 290 and 294 of the Commission's Rules. Section 6 of Chapter 294 requires Lifeline carriers to provide written notification the Lifeline program and the program's guidelines to each of their customers at least once per year by mail. TracFone has applied for a waiver of this requirement based on the fact that, as a pre-paid wireless reseller, TracFone does not send bills to its customers nor does it communicate with them by mail.

¹⁶ TracFone states that under relevant FCC orders, local calling plans do not have to be identical to those of an ILEC, as long as it is comparable. See *Federal-State Joint Board on Universal Service*, Report and Order, 20 FCC Rcd 6371, 6385, ¶ 33 (2005); *In the Matter of Federal-State Joint Board on Universal Service: TracFone Wireless, Inc. Petition for Designation as an Eligible Telecommunications Carrier in the State of New York et al.*, 23 FCC Rcd 6206 (2008) (TracFone ETC Order).

IV. DECISION

A. PETITION FOR WAIVER

TracFone states that we should waive the provisions of Chapter 206, §§ 3(C), (E), and (F) and Chapter 294, § 6 of the Commission's Rules because these provisions pertain only to facilities-based wireless carriers, and it is unable to comply based on its inability to comply with the rules as a result of its status as a non facilities-based reseller of wireless services.

We agree that the basic purpose of Chapter 206 (i.e., ensuring that Maine consumers are provided with access to services funded through federal USF support) would not be significantly advanced by applying requirements to a non facilities-based carrier like TracFone which seeks ETC designation solely for the purpose of offering resold services for Lifeline customers, as opposed to one that seeks USF funds to accomplish infrastructure buildout goals. Indeed, in this instance, denying TracFone's application for ETC status based on its inability to comply with the specific rules at issue here would not be in the best interest of Maine's consumers. Further when we balance the interests involved in considering such a waiver, we find that the value of the service that TracFone desires to provide, combined with the limited nature of the waiver TracFone seeks, outweighs the Commission's otherwise significant interest in fully enforcing not just the letter, but also the spirit and intent of its Rules.

Accordingly, we grant TracFone's Petition for Waiver, and waive the provisions of Chapter 206, §§ 3(C), (E), and (F) and Chapter 294, § 6 of the Commission's Rules as described in its Petition, for the limited purpose of granting TracFone ETC status to enable it to provide Lifeline service in Maine.

B. ETC DESIGNATION

Although we are troubled by TracFone's apparent failure to pay fees for MUSF and MTEAF, we agree with the unanimous sentiment of the commenters to this proceeding that the issue of whether TracFone should have ETC status for the purpose of providing Lifeline service to Maine's consumers should be separate from the issue of TracFone's failure to pay into MUSF and MTEAF.

Accordingly, we find that TracFone's application for designation as an ETC for the limited purpose of providing Lifeline service meets the requirements of Chapter 206 of the Commission's Rules, will advance some or all of the purposes of universal service found in 47 U.S.C. § 254, and the designation is in the public interest. Accordingly, we grant TracFone's application.

C. INVESTIGATION INTO COMPLIANCE WITH REGULATORY FEE OBLIGATIONS

The designation of TracFone as an ETC for the purpose of providing Lifeline service does not absolve TracFone of any obligations it may have to abide by the Commission's Rules regarding contributions to MUSF, MTEAF and payment of other regulatory fees. Accordingly, we open an investigation in a separate docket into whether TracFone is required to contribute to MUSF and MTEAF, and whether TracFone is in compliance with its obligations to pay other applicable regulatory fees.

V. **CONCLUSION**

We grant TracFone's Petition for Waiver designate it as an ETC for the limited purpose of providing Lifeline service in the state of Maine. Additionally, we open an investigation into whether TracFone is required to contribute to MUSF and MTEAF, and whether TracFone is in compliance with its obligations to pay other applicable regulatory fees.

In light of the foregoing it is,

ORDERED

1. that the Petition for Waiver submitted on October 8, 2009 by TracFone Wireless, Inc. requesting waiver of Chapter 206, §§ 3(C), (E) and (F) and Chapter 294, § 6 of the Commission's Rules is **GRANTED** for the limited purpose of TracFone's designation as an ETC to provide Lifeline service in Maine;
2. that the Application of TracFone Wireless, Inc. for Designation as an Eligible Telecommunications Carrier in the State of Maine for the Limited Purpose of Offering Lifeline Service to Qualified Households submitted on August 5, 2009 as amended by the First Amendment to Application of TracFone Wireless, Inc. for Designation as an Eligible Telecommunications Carrier submitted on October 8, 2009 by TracFone Wireless, Inc. is **APPROVED**;
3. that TracFone Wireless, Inc is **DESIGNATED** as an Eligible Telecommunications Carrier pursuant to 47 U.S.C. § 214(e)(2), 47 C.F.R. § 54.201, and 65-407 CMR 206 for the limited purpose of providing Lifeline service in the state of Maine;
4. that, pursuant to 35-A M.R.S.A. § 1303(2), an **INVESTIGATION** be opened, in Docket No. 2010-47, into whether TracFone is required to contribute to the Maine Universal Service Fund and the Maine Telecommunications Education Access Fund, and whether TracFone is in compliance with its obligations to pay other applicable regulatory fees.

Dated at Hallowell, Maine, this 9th day of February, 2010.

BY ORDER OF THE COMMISSION

Karen Geraghty
Administrative Director

COMMISSIONERS VOTING FOR: Reishus
 Vafiades
 Cashman

NOTICE OF RIGHTS TO REVIEW OR APPEAL

5 M.R.S.A. § 9061 requires the Public Utilities Commission to give each party to an adjudicatory proceeding written notice of the party's rights to review or appeal of its decision made at the conclusion of the adjudicatory proceeding. The methods of review or appeal of PUC decisions at the conclusion of an adjudicatory proceeding are as follows:

1. Reconsideration of the Commission's Order may be requested under Section 1004 of the Commission's Rules of Practice and Procedure (65-407 C.M.R.110) within 20 days of the date of the Order by filing a petition with the Commission stating the grounds upon which reconsideration is sought.
2. Appeal of a final decision of the Commission may be taken to the Law Court by filing, within 21 days of the date of the Order, a Notice of Appeal with the Administrative Director of the Commission, pursuant to 35-A M.R.S.A. § 1320(1)-(4) and the Maine Rules of Appellate Procedure.
3. Additional court review of constitutional issues or issues involving the justness or reasonableness of rates may be had by the filing of an appeal with the Law Court, pursuant to 35-A M.R.S.A. § 1320(5).

Note: The attachment of this Notice to a document does not indicate the Commission's view that the particular document may be subject to review or appeal. Similarly, the failure of the Commission to attach a copy of this Notice to a document does not indicate the Commission's view that the document is not subject to review or appeal.

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Docket No. 2010-47

February 11, 2010

TRACFONE WIRELESS CORPORATION
Notice of Investigation for failure to Make
Required Payments to the Maine Universal
Service and the Maine
Telecommunications Education Access
Funds

NOTICE OF INVESTIGATION;
OPPORTUNITY TO
PARTICIPATE; OPPORTUNITY
FOR COMMENT

I. SUMMARY

This Notice of Investigation provides notice of the investigation opened by the Commission in its Order in Docket No. 2009-263 into whether TracFone Wireless, Inc. (TracFone) is required under Commission Rules to contribute to the Maine Universal Service Fund (MUSF) and the Maine Telecommunications Education Access Fund (MTEAF). This investigation will take place in the above-captioned docket.

II. BACKGROUND

In the course of processing TracFone's request to be designated as an Eligible Telecommunications Carrier (ETC), the Commission became aware that TracFone has not filed reports with, or made payment to, the MUSF and MTEAF. *See TracFone Wireless, Inc., Request for Designation as an Eligible Telecommunications Carrier*, Docket No. 2009-263 (ETC Proceeding); *Order Granting ETC Status and Opening Separate Investigation* (Feb. 9, 2010) (ETC Order).

Pursuant to 35-A M.R.S.A. § 7104, the Commission may require "providers of intrastate telecommunications services to contribute to a state universal service fund to support programs consistent with the goals of applicable provisions of this Title and the federal Telecommunications Act of 1996." 35-A M.R.S.A. § 7104(3). Section 7104(3) defines "providers of intrastate telecommunications services" to "include providers of radio paging service and *mobile telecommunications services*" (emphasis added). *Id.* The statute requires the Commission to adopt rules to implement "this section."

The MUSF is governed by Chapter 288 of the Commission's Rules. The purpose of the MUSF is to ensure that telecommunications services are available to consumers throughout Maine at affordable rates that are comparable to those available in urban areas, by providing support for high cost rural service. Chapter 288 states that "[a]ll interexchange carriers, Local Exchange Carriers (LECs), *mobile telecommunications carriers* and radio paging providers that provide intrastate telecommunications in Maine must contribute to the Maine Universal Service Fund if the carrier had revenues of \$12,500 or more during the most recently completed quarter" (emphasis added). It further states that "[a] carrier that must contribute to the Fund shall report the amount of its billed revenue and its uncollectible factor quarterly on forms provided by the Fund Administrator."

The MTEAF is governed by 35-A M.R.S.A. § 7104-B(2) and Chapter 285 of the Commission's Rules. MTEAF funds are used to provide discounts to qualifying schools and libraries to assist them in paying the costs of acquiring and using advanced telecommunications technologies. The statute states that the Commission shall "require *all telecommunications carriers offering telecommunications services in the State ...* to contribute to the fund" (emphasis added). The Rule defines a "Contributing Telecommunications Carrier" as "*any telecommunications carrier that had intrastate retail revenues for telecommunications services in Maine of \$12,500 or more during the most recently completed quarter, including all interexchange carriers (IXCs), local exchange carriers (LECs), [and] mobile telecommunications carriers*" (emphasis added). Such carriers are also required to make quarterly reports to MTEAF containing the amount of intrastate revenue generated in Maine. Chapter 285, §§ 1(A), 2(A).

According to the records of the MUSF and MTEAF Administrator and of this Commission, TracFone has never made any payments to the MUSF or the MTEAF and has not filed any quarterly reports, despite repeated delinquency notices from the MUSF-MTEAF Administrator advising TracFone of its obligations.

Pursuant to TracFone's request, the Commission recently designated TracFone an ETC for the limited purpose of providing Lifeline service in the State of Maine, an endeavor it will accomplish through subsidization obtained from the federal universal service fund. *See ETC Order*. On October 26, 2009, in the ETC proceeding, the Presiding Officer issued a Data Request that asked TracFone why it had failed to make any payments or filings pursuant to Chapters 285 and 288. Docket No. 2009-263, Examiner's Data Request No. 1 (Oct. 26, 2009) at 2. On November 9, 2009, TracFone responded:

TracFone, as a prepaid wireless carrier, does not bill its customers for services. Therefore, TracFone is not required by Chapter 288 to contribute to the MUSF. Section 4(C) further provides that "[a] carrier that must contribute to the Fund shall report the amount of its *billed* revenue and its uncollectible factor quarterly on forms provided by the Fund Administrator. . . . TracFone is not required to contribute to the MUSF, and as such, is not subject to the MUSF reporting requirements.

Docket No. 2009-263, Response to Examiner's Data Request No. 1 (Nov. 9, 2009) at 1-2 (emphasis added by TracFone).

TracFone provided essentially the same response about its failure to make payments or reports to the MTEAF.

On January 11, 2010, the Presiding Officer in the ETC Proceeding issued a Procedural Order asking for comment on TracFone's above responses, and whether the

Commission should consider TracFone's failure to pay regulatory fees as a factor in its decision regarding the granting of ETC status. The Commission received several comments from advocacy groups, state legislators, and the Governor of Maine. The commenters were unanimous in their view that the issues of ETC status and regulatory fee compliance should be treated separately.

While the issues outlined above may not be connected to the question of whether TracFone should be allowed to provide Lifeline service in Maine, they do nonetheless raise important questions regarding fundamental fairness between TracFone and its competitors and TracFone's willingness to comply with Maine's regulatory framework.

III. NOTICE OF INVESTIGATION

In the Order dated February 9, 2010 in Docket No. 2009-263, the Commission initiated an investigation pursuant to 35-A M.R.S.A. § 1303(2) into the following issues:

1. Whether TracFone is required under Commission Rules to contribute to MUSF;
2. Whether TracFone is required under Commission Rules to contribute to MTEAF; and
3. Whether TracFone is currently in compliance with its obligations to pay other regulatory fees and contribute to other regulatory funds.

This Notice of Investigation opens the above captioned docket for the purpose of conducting that investigation.

IV. OPPORTUNITY TO PARTICIPATE¹

As the entity most directly affected by this Investigation, TracFone is hereby made a party to this proceeding. Any other person or entity who wishes to participate in this proceeding as a party must file a **Petition to Intervene** with the Commission's Administrative Director, Maine Public Utilities Commission, State House Station 18, Augusta, Maine 04333 by **Friday, February 26, 2010**. Copies of the petition should also be sent to:

Mitchell F. Brecher
Greenberg Traurig, LLP
2101 L Street, NW
Suite 1000
Washington, DC 20037
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Debra McGuire Mercer
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Washington, DC 20037
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¹ This Notice of Investigation was sent to the members of the service lists for Docket Nos. 2009-40 and 2009-263, as well as representatives of FairPoint and U.S. Cellular.

Petitions to Intervene must be in writing and must state the name and the docket number of this proceeding and the manner in which you are affected by the proceeding. Please include the name of the Intervenor, the address, phone and fax numbers, and an e-mail address. **All Petitions to Intervene must also include a short and plain statement of nature and extent of the participation sought and a statement of the nature of the evidence and argument that is intended to be presented.** Pursuant to Commission Rules, the Hearing Examiner may require consolidation of intervenors for purposes of discovery, presentation of evidence, and argument.

Persons interested in only receiving copies of the Commission's orders and notices of public hearings may request to be added to the Commission's mailing list as an **Interested Person**. All such requests should be directed to the Commission's Administrative Director, Maine Public Utilities Commission, State House Station 18, Augusta, Maine 04333. Please include the name and address of the Interested Person as well as an e-mail address, if available.

V. OPPORTUNITY TO COMMENT

The Commission provides an opportunity for parties that have filed Petitions to Intervene in this matter to file comments in response to TracFone's argument that it is not required to pay MUSF and MTEAF fees on any of the services that it resells in Maine or file reports regarding the same, notwithstanding the language (quoted above) of Chapter 288, § 4(C) and Chapter 285, § 1(A). TracFone may also file comments in support of its position.

All comments must be filed with the Commission, in Docket No. 2010-47, no later than **Wednesday, March 10, 2010**.

Dated at Hallowell, Maine, this 11th day of February 2010

Jordan McColman
Hearing Examiner