

ORDER NO. 15 280

ENTERED SEP 16 2015

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1668

In the Matter of

BOOMERANG WIRELESS, LLC dba
ENTOUCH WIRELESS,

Application for Limited Designation as
an Eligible Telecommunications Carrier
and Eligible Telecommunications
Provider.

ORDER

DISPOSITION: STIPULATION ADOPTED; PETITION GRANTED WITH
CONDITIONS; PARTIAL RULES WAIVER GRANTED

I. SUMMARY

In this order, we adopt a stipulation recommending, with conditions, approval of the application filed by Boomerang Wireless, LLC dba enTouch Wireless (Boomerang) for designation as an Eligible Telecommunications Carrier, and designation as an Eligible Telecommunications Provider, enabling it to receive federal Universal Service Fund Support.

II. BACKGROUND

The Telecommunications Act of 1996 (the Act) has, among its goals, the promotion of quality services at just, reasonable and affordable rates, access to advanced telecommunications and information services, and access to services in rural areas comparable to services in urban areas. Integral to the Act is a national policy that every household have, at a minimum, the equivalent of single-line, basic voice-grade, telephone service, often referred to as "Lifeline" service. To that end, it provides for the establishment of a federal Universal Service Fund (FUSF) which provides financial support to designated providers of telecommunications services. A carrier that meets the standards necessary to receive FUSF support is designated an eligible telecommunications carrier (ETC).

An ETC that is an incumbent local exchange carrier (ILEC) receives FUSF support based on the cost of providing supported services. A competitive ETC (CETC) may also receive FUSF support in certain circumstances. A CETC can offer services using either its own facilities or a combination of its own facilities and resale of another carrier's

services, but the CETC only gets support for services provided over its own facilities, unless the Federal Communications Commission (FCC) has ruled that the CETC has satisfied an alternative set of conditions, essentially demonstrating that the CETC is financially and technically capable of providing the supported Lifeline service in compliance with all of the low-income program rules.¹ Under federal law, states can also set standards for granting a carrier ETC status, and Oregon has done so. In Order No. 06-292,² we established guidelines for carriers seeking certification as ETCs in Oregon. An itemized “checklist” was attached to Order No. 06-292. The checklist consists of two parts: “Initial Designation—Application Requirements” and “Annual Recertification Requirements.”

In order to offer Lifeline and Oregon Telephone Assistance Program (OTAP) services in Oregon, an ETC must also be designated an Eligible Telecommunications Provider (ETP). Once a carrier has been certified as an ETP, it can receive payments from the Residential Service Protection Fund (RSPF) for providing certain classes of customers with telecommunications services. The checklist requirements for ETC and ETP designation in Oregon are addressed below in the discussion of specific aspects of the Boomerang application. Among those requirements, a carrier seeking ETP designation must also commit to offer and advertise services targeted to low-income populations. These services are Lifeline³ and OTAP services.⁴

III. PROCEDURAL HISTORY

On August 2, 2013, Boomerang filed an application for limited designation as an ETC. It included a request for designation as an ETP to offer OTAP services. The application also requested waivers of certain Oregon Administrative Rules (OARs) pursuant to OAR 860-033-0001(2). On August 20, 2013, the Citizens’ Utility Board of Oregon (CUB), filed a notice of intervention and joined as a party to this proceeding. On April 6, 2015, Warm Springs Telecom filed a petition to intervene, due to the Boomerang application’s plan to serve the Warm Springs Reservation via the Warm Springs Wire Center. Shortly

¹ 47 C.F.R. §54.201(h). In the *Lifeline Reform Order*, the FCC decided, on its own motion, to forbear from applying the facilities requirement of Section 214(e)(1)(A) to any telecommunications carrier that seeks limited ETC designation to participate in the Lifeline program, conditioned on the ETC’s compliance with certain 911 requirements and the ETC’s filing with and approval by the FCC of a compliance plan describing the ETC’s adherence to certain protections prescribed by the FCC. *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb 6, 2012) (“*Lifeline Reform Order*”), ¶ 368. Accordingly, on August 8, 2012, the FCC approved the applicant’s compliance plan and Boomerang was granted blanket forbearance by the FCC from the provision of Section 214(e)(1)(A) of the Act.

² Docket No. UM 1217 (Jun 13, 2006).

³ *In the Matter of Lifeline and Link Up Reform and Modernization, et al.*, FCC 12-11 at ¶ 245. The FCC eliminated Link Up support on non-tribal lands for all ETCs. The support ended April 1, 2012.

⁴ See generally OAR 860-033-0001, *et seq.* for a discussion of the RSPF and its application to the provision of the named services by ETCs and the compensation and support programs related thereto. ETCs who offer those services are known as Eligible Telecommunications Providers or ETPs. OAR 860-033-0010 through OAR 860-033-0046 set forth the Commission rules with respect to OTAP.

thereafter, Boomerang removed all tribal lands from their list of proposed designated service areas and Warm Springs Telecom withdrew their request for party status, but remained as an interested person in the proceedings.

On July 31, 2015, Boomerang filed a stipulation, and on August 3, 2015, accompanying exhibits and sworn joint testimony on behalf of all parties, together with motions to admit each of the foregoing. The stipulation and its accompanying exhibits are attached as Appendix A and incorporated by reference. The motions to admit the stipulation, exhibits, and joint testimony are granted.

IV. THE APPLICATION

Boomerang is a mobile virtual network operator that provides wireless service to customers utilizing the nationwide coverage networks of Verizon Wireless and Sprint. Boomerang provides Lifeline services to its customers under the brand enTouch Wireless. Boomerang has been designated as an ETC to provide Lifeline service in 22 states, and provides Lifeline service to residents of tribal lands in 9 of the 22 states. Boomerang seeks Commission designation as an ETC for the sole purpose of offering Lifeline service to low-income Oregonians, and will receive only low-income Lifeline support from the FUSF. Boomerang does not provide wireless services in Oregon at this time and does not plan on marketing non-Lifeline plans in Oregon. However, after Boomerang is designated an ETC, if an existing Boomerang Lifeline customer ceases to be eligible for Lifeline service, that customer may opt to use “top up” cards with their existing phones. The top-up cards are offered by another subsidiary of Boomerang’s parent company, HH Ventures, which distributes the cards through a third party that has a 100,000 retail outlet network.

Boomerang does not request OTAP support from the RSPF at this time, although it reserves the right to seek such support in a future, separate filing with the Commission. Boomerang is not seeking high-cost support from the FUSF, or from any source other than low-income Lifeline support.

V. THE STIPULATION

The stipulation amends and supplements the application by its own terms and by the inclusion of Exhibits A through E and Exhibit G. Exhibit A is a list of ZIP codes of Boomerang’s designated service area; Exhibit B is a map of its designated service area excluding tribal lands; Exhibit C is a coverage map of Boomerang’s underlying carriers; Exhibit D is a description, in table form, of the Lifeline plan offerings to non-tribal customers; Exhibit E is a description, in table form, of its tribal Lifeline plan offerings and Exhibit G is a sample of the quarterly report on its Lifeline program that Boomerang commits to file with the Commission Staff as one of the terms of the stipulation. The sections for which the parties agree that waivers are necessary are listed in Exhibit F to the stipulation.

In the stipulation, the parties agree that Boomerang meets all initial designation and annual recertification requirements established in Order No. 06-292 for ETC status, as well as requirements in related FCC orders, with the exception of those sections of Order

No. 06-292 and our rules for which waivers are being sought. The parties also agree that Boomerang meets all ETP requirements specified in OAR Chapter 860, Division 033, except for those requirements for which waivers are being sought. For the reasons set forth in the joint testimony submitted in support of the stipulation, the parties agree that good cause exists to request waivers and that the waivers should be granted.

VI. DISCUSSION

Although Oregon's requirements generally mirror those of the FCC, i-wireless must also prove that it complies with each item on the Order No. 06-292 "checklist," and demonstrate that any waiver given for non-compliance with any checklist item serves the public interest. In order to be designated an ETP, as well as an ETC, in Oregon, Boomerang must demonstrate its compliance with the relevant sections of OAR 860-033-0001 *et seq.* or demonstrate that any waiver given for non-compliance with such rule also serves the public interest. Our findings with respect to those requirements which are relevant to Boomerang follow.

A. ETC Checklist Items in Compliance with Commission Rules

We have reviewed the application, stipulation, exhibits, and joint testimony and find that the representations necessary to satisfy the requirements of Order No. 06-292 Appendix A have been met for those items where a waiver has not been requested. Particular checklist items which merit further discussion are set forth below.

1. Initial Designation

Item 1.1: Common Carrier. Boomerang is a reseller of wireless services and does not own any of the facilities used to provide telecommunications service. It relies upon Verizon Wireless and Sprint networks. Section 153 of the Communications Act of 1934, as amended, defines a common carrier as "any person engaged as a common carrier for hire, in interstate or foreign communication by wire or radio." 47 U.S.C. § 153(11). The Act expressly classifies wireless carriers as common carriers for regulatory purposes. 47 U.S.C. § 332(c)(1)(A). We find that Boomerang has complied with this checklist item.

Item 1.2: Service Description and Geographic Area. Pursuant to FCC authorization and following designation, Boomerang will offer Lifeline customers the enTouch Wireless rate plan, as described in Exhibit D to the stipulation. Boomerang will offer its Lifeline services throughout the proposed designated service area defined by the ZIP codes listed in Exhibit A to the stipulation. A map that generally illustrates the designated service area is provided as Exhibit B to the stipulation. A map that depicts wireless coverage is provided as Exhibit C to the stipulation. If Boomerang expands or discontinues the use of its current underlying wireless carriers, or expands coverage through use of additional underlying wireless carriers, it will file notice with the Commission and Staff will review the remaining wireless coverage and may recommend modifications to the designated service area as appropriate.

Item 2.1: Commitment and Ability to Provide all Supported Services. Application requirement 2.1 in Appendix A of Order No. 06-292 requires a statement of the carrier's commitment to offer all required supported services and description of each supported service currently offered, listing nine services. The FCC's 2011 amendments to 47 C.F.R. § 54.101 eliminated the equivalent list of nine supported services,⁵ specifying instead that "voice telephony service" (as defined in the modified rule) is supported by the federal universal service mechanisms. Following designation as an ETC in Oregon, Boomerang has committed to offer the supported voice telephony services as described in the amended 47 C.F.R. § 54.101. Although no longer required by the FCC, the services that Boomerang has committed to provide in its application include the nine services or their functional equivalent that are enumerated in Oregon's requirement 2.1. We therefore find that Boomerang has met the requirements of this checklist item.

Item 2.3: Lifeline Service Offerings Description. Boomerang is seeking ETC designation solely to provide prepaid wireless Lifeline service under the enTouch Wireless rate plan, described in Exhibit D to the stipulation and summarized as follows:

1. 250 units each month, each of which can be used for one minute of voice service, including local voice calls and nationwide long-distance service.
2. Customers may also elect to use units for text messaging at the rate of one unit per nationwide text message.
3. Calls to enTouch Wireless customer service and 911 are free and do not count against units.
4. Each customer also receives voicemail, caller ID, call waiting, call forwarding, three-way calling, and free 411 calls.
5. There are no out-of-pocket charges for the customer such as activation fees, no recurring monthly charges, or deposits.
6. Customers will also have the option of purchasing "top up" cards that provide additional units or data; these cards are available under the AirFair and getReady! brands on a pre-paid basis, which are available in various denominations as described in Exhibit D to the stipulation. The most affordable top up options provide an additional 100 units, plus 50MB of data, for \$5 – a rate of \$0.05 per voice minute or text message.⁶

We find that Boomerang has described its service offerings with sufficient specificity to satisfy this checklist item.

Item 2.4: Comparability to ILEC Local Service Offerings. Although the FCC no longer requires a case-by-case comparability review,⁷ it has previously decided that the local usage requirements are met by a carrier that offers rate plans containing varying amounts

⁵ Voice grade access to the public switched telephone network, local usage, dial tone, multi-frequency signaling, single party service 911, operator services, interexchange services and directory assistance access and toll limitation.

⁶ In the event that some customers no longer qualify for Lifeline service, they may opt to use top up cards with their existing phones.

⁷ See *Lifeline Reform Order* at ¶¶ 46-47.

of local usage.⁸ As described above, the plans offered by Boomerang meet or exceed ILEC Lifeline offerings in several areas and are comparable to ILEC Lifeline offerings. The free basic plan voice service offering, which excludes taxes and connection fees and includes access to other features and provides in excess of four hours per month of local and long distance calling, we find to be affordable *per se*. We find that Boomerang has complied with this checklist item.

Item 2.5: Equal Access to LD Carriers. Boomerang certifies that, as a reseller, its underlying facilities-based carriers are committed to providing equal access to long distance carriers. We find that Boomerang has complied with this checklist item.

Item 3.2: Commitment to Provide Service. Boomerang has committed to offering the supported services throughout its proposed service area. However, the parties note that, as a reseller, Boomerang has only a limited ability to resolve reception issues. Accordingly, in paragraph 10 of the stipulation, Boomerang agrees that it will report on customers that it is unable to serve due to reception issues. We find that, by reporting reception issues, Boomerang has complied with this checklist item.

Item 4.2: Signal Strength. This item requires a wireless carrier to provide a map of the current network coverage and signal strengths. As a reseller, Boomerang does not have access to more detailed data than that provided by the underlying wireless carrier. Boomerang has provided a coverage map indicating that the minimum signal strength is -99 dBm as Exhibit C. It will, in keeping with the Cellular Telecommunications Industry Association (CTIA) Consumer Code, provide coverage mapping on its website.⁹ We find that Boomerang has complied with this checklist item.

Item 4.3: Resale or Interconnection Agreements. Boomerang has provided evidence of its resale agreements with the underlying service-providing carriers. We find that Boomerang has complied with this checklist item.

Items 5.1-5.3: Use of Funds for Intended Purposes. Boomerang is limiting its request for ETC designation solely for the purpose of receiving low-income support and not high-cost support and is therefore exempt from these checklist provisions.

Item 7: Advertising Commitment. Initial application requirements 7.1-7.3 relate to the applicant's commitment to advertise low-income services, and the identification and description of such services. Boomerang provides a description of its advertising plans in its application and the specific calling plans it will offer are described in Exhibits D and E to the stipulation. Boomerang also commits to abide by the federal advertising requirements, in particular, publicizing the availability of Lifeline service in a manner reasonably designed to reach those likely to qualify. Boomerang will also comply by making the appropriate disclosures in materials describing the service, and disclosing the

⁸ See, e.g., *Federal-State Board on Universal Service, Farmers Cellular Telephone, Inc., Petition for Designation as an Eligible Telecommunications Carrier*, 18 FCC Rcd 3848, 3852 (2003).

⁹ Joint/100, Lehrman, Marinos, Cray, Jenks/11-12.

name of the ETC on all materials describing the service.¹⁰ As agreed upon in paragraph 19 of the stipulation, all advertising materials will be provided to Commission Staff for review. Boomerang commits that it will work with Staff in good faith to resolve any issues. Boomerang is not seeking Link Up support and any requirements associated with the Link Up program are not relevant to Boomerang's application. We find that Boomerang has complied with this checklist item.

Items 8.1-8.2: Ability to Remain Functional in Emergencies. Boomerang provides service to its customers through the Sprint and Verizon networks, giving customers the same ability to remain functional in emergency situations as those networks currently provide to their own customers. By virtue of its relationship with Verizon and Sprint as a reseller, E911 service is fully deployed and in compliance with all applicable E911 rules. We find that Boomerang has complied with this checklist item.

Items 9.1-9.2: Commitment to Meet Service Quality and Consumer Protection Standards. Boomerang commits to continuing to comply with the CTIA Consumer Code, including the newest provision that addresses the unlocking of handsets. Boomerang will post its handset-unlocking policy consistent with the CTIA Consumer Code on the enTouch Wireless website. The company has designated a contact person who will work with the Commission's Consumer Services Division to resolve consumer complaints. Boomerang will also satisfy all applicable consumer privacy protection standards and will protect consumer proprietary network information, as required by state and federal law. We find that Boomerang has complied with this checklist item.

Item 10: Public Interest Standard. This item requires a demonstration that designation would be in the public interest. Sub-requirement 10.1 addresses specific ways in which consumer choices will be increased, specific advantages and disadvantages of the applicant's service offering and any other criteria determined by the Commission.

The stipulating parties note that designation of Boomerang as an ETC under the terms and conditions of the stipulation will expand consumer choice among carriers and provide Lifeline services at no cost to participating customers. If Boomerang offers Lifeline service in another state with more included minutes or other material terms, or a promotional offering with a higher number of free minutes, units, or other material terms of its Lifeline service offerings, it will extend such terms to all Oregon Lifeline customers. Boomerang will remit the RSPF surcharge to the Commission and Oregon 9-1-1 tax to the Oregon Department of Revenue on behalf of all of its Lifeline customers. We agree and find that Boomerang satisfies checklist item 10.1.

2. *Annual Recertification*

In Order No. 15-169 in Docket UM 1648, we changed the annual reporting requirements previously established in Order No. 06-292. Each ETC must now file annually with the Commission a complete and non-redacted copy of designated reports filed with the FCC

¹⁰ *Id.* at 12 and citations therein.

for the report year. For carriers receiving only low-income support, such as Boomerang, FCC Form 481 is the only form required. Boomerang commits to providing that report.

B. Checklist Items Requiring a Waiver of the ETC Checklist Requirements

The parties have requested waivers for the following checklist requirements:

Item 3.1: Service Area Identification. This checklist item requires explicit identification of the proposed service area through a map and a list of wire centers. This requirement includes sub-item 3.1.1 which specifies the submission of a map of the licensed service area boundaries and its requested designated service area boundaries overlaid on the boundaries of all ILEC wire centers it proposes to include in its designated service area.

Sub-item 3.1.2 requires a list of wire centers that will comprise the designated service area. The list included in Exhibit A and the coverage map included in Exhibit B to the stipulation are based on ZIP code boundaries, rather than wire centers, and are therefore asking for a waiver of requirement 3.1. In requesting the waiver, the parties note that wireless carriers often use ZIP codes to locate addresses and assist consumers in viewing wireless coverage areas and state that it is a more relevant framework in a wireless environment; wire centers are more closely related to the provision of landline service. Furthermore, Lifeline eligibility is linked to a consumer's home address which is more readily verifiable by ZIP code. Using ZIP codes also saves the ETCs time and expense of "geocoding" addresses to determine the appropriate wire center.¹¹

The parties represent that there are no prohibitions under state or federal law or regulations with respect to utilizing ZIP codes to identify service areas under circumstances such as this.¹² In Order No. 06-292 at page 11, we indicated that we would consider alternatives to requiring an ETC to include an entire ILEC wire center in its service area. Furthermore, in its USF/ICC Transformation Order,¹³ the FCC adopted census blocks, rather than the previously used wire centers, as the units to award high-cost funds, such as those for the rural broadband experiments and CAF funding.

It is readily apparent that the use of ILEC wire centers to define service areas has become less relevant when wireless carriers are providing ETC services. Using ZIP codes is a less burdensome, more efficient and more readily-understood means to determine service areas and describe those areas to the public. We find good cause to waive these requirements.

Item 4.2: Signal Strength Mapping. Boomerang has provided a coverage map utilizing a minimum signal strength of -99 dBm. The map is included as Exhibit C to the

¹¹ Joint/100, Lehrman, Marinos, Cray, Jenks/10.

¹² See *Id.* at 11 for a discussion of the parties' actions with respect to confirming the current legal and regulatory requirements in this regard.

¹³ *Connect America Fund et al.*, WC Docket No. 10-90 et al., Report and Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd 17663, 18149, ¶1404 (2011).

stipulation. Boomerang requests a waiver of the requirement to the extent that additional signal strength mapping is required. Boomerang notes that, as a reseller of wireless services, it does not have access to more detailed information. Boomerang has committed to make coverage maps available at the point of sale and on its website in accordance with the CTIA Consumer Code. We find good cause to waive these requirements.

Item 10.2: Cream-skimming Analysis. This checklist item was originally required where the applicant's proposed designated service area will not include the entire study area of a rural ILEC. No such analysis is required by the FCC for Boomerang's Lifeline service, as the FCC has found that cream-skimming is not a concern for carriers seeking Lifeline support only.¹⁴ We find that Boomerang has provided good cause for non-compliance with these checklist items and we find good cause to waive those requirements with respect to the instant application.

C. ETP Compliance with Commission Rules

An ETC that is also designated as an ETP must comply with the RSPF rules set forth in OAR 860-033-0001 through 860-033-0110. We have reviewed the application, stipulation, exhibits, and joint testimony and find that the representations necessary to satisfy the requirements of our rules have been met except for those portions of our rules for which waivers are being sought.

D. ETP Requirements Requiring Waivers of Commission Rules

1. OAR 860-033-005(7)(a)

This subsection provides that, in order to be designated as an ETP, an ETC must offer telecommunications service "using either its own facilities or a combination of its own facilities and resale of another carrier's services." The FCC has granted Boomerang forbearance from this requirement and approved its Compliance Plan.¹⁵

We find that Boomerang has provided good cause for non-compliance with this rule and we waive the requirement with respect to the instant application.

¹⁴ *Id.* at 14 citing *In the Matter of Virgin Mobile USA, L.P. Petition for Forbearance from 47 U.S.C. § 214(f)(1)(A)*, CC Docket No. 96-45, Order 09-18, ¶ 39, n. 101 (Mar 5, 2009) ("***we need not perform a creamskimming analysis because Virgin Mobile is seeking eligibility for Lifeline support only.")

¹⁵ *In the Matter of Telecommunications Carriers Eligible to Receive Universal Service Support, Lifeline and Link Up Modernization*, WC Docket No. 09-197, WC Docket No. 11-42 (Jul 26, 2012).

2. OAR 860-033-006(3)(b)

This subsection requires each cellular, wireless, or other radio common carrier to collect the RSPF charge from its subscribers, including those eligible for OTAP. Boomerang has committed to remit the applicable surcharge from Boomerang's own funds in lieu of collecting it from customers. As a prepaid service provider, Boomerang does not issue invoices and its Lifeline plan requires no financial contribution from customers.

We find that Boomerang has provided good cause for non-compliance with this rule and we waive the requirement with respect to this application.

3. OAR 860-033-006(3)(c)

This subsection requires Boomerang to identify the RSPF surcharge on its customers' bill. As noted above, Boomerang does not issue invoices to its Lifeline customers.

We find that Boomerang has provided good cause for non-compliance with this rule and we waive the requirement with respect to this application.

4. OARs 860-033-0035(1)(b) and 860-033-0010(2)

Boomerang seeks a waiver of OAR 860-033-0035(1)(b) in its entirety and a partial waiver of OAR 860-033-0010(2). OAR 860-033-0035(1)(b) provides that a residential customer qualifying for the OTAP and Lifeline benefit will receive \$3.50 monthly in State of Oregon support. OAR 860-033-0010(2) requires the wireless carrier to provide the OTAP and Lifeline discount to eligible customers. In paragraph 17 of the stipulation, Boomerang states that it will not claim the \$3.50 OTAP reimbursement from the RSPF for its wireless offerings, but that it will pass through all funds received from the FUSF. The parties therefore support Boomerang in its request for a partial waiver of this subsection of our rules.

We find that Boomerang has provided good cause for non-compliance with this rule and we waive the requirement with respect to this application.

5. OAR 860-033-0046(4)

Under this subsection of our rules, a wireless carrier is supposed to provide a weekly "No Match Report" in which the carrier notifies the Commission of any discrepancy that prevents the list of eligible customers from receiving the OTAP or Lifeline benefit. Under paragraph 34 of the stipulation Boomerang will submit a weekly Order Activity report to staff in lieu of the No Match report. That report will provide identifying information on all OTAP or Lifeline customers who never activated their Lifeline-supported service within 90 days, whose phone service was disconnected, who contacted Boomerang to voluntarily de-enroll or were de-enrolled for failure to use the supported free service in accordance with Boomerang's 60-day non-usage policy. The parties agree

that the No Match Report is unnecessary because Boomerang will provide the same information in the Order Activity report.

We find that Boomerang has provided good cause for non-compliance with this rule and we waive the requirement with respect to this application.

VII. ORDER

IT IS ORDERED that:

1. The stipulation between Boomerang Wireless, LLC dba enTouch Wireless, the Staff of the Public Utility Commission of Oregon, and the Citizens' Utility Board of Oregon, attached to this order as Appendix A, is adopted.
2. Boomerang Wireless, LLC dba enTouch Wireless' Application for Limited Designation as an Eligible Telecommunications Carrier and Eligible Telecommunications Provider for the purpose of offering Lifeline Services, and Request for Waiver pursuant to OAR 860-033-0001(2) is granted subject to the conditions set forth in this order.
3. Our rules are waived to the extent set forth in this order.

Made, entered, and effective SEP 16 2015.

COMMISSIONER ACKERMAN WAS
UNAVAILABLE FOR SIGNATURE

Susan K. Ackerman
Chair




John Savage
Commissioner


Stephen M. Bloom
Commissioner

A party may request rehearing or reconsideration of this order under ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-001-0720. A copy of the request must also be served on each party to the proceedings as provided in OAR 860-001-0180(2). A party may appeal this order by filing a petition for review with the Court of Appeals in compliance with ORS 183.480 through 183.484.

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

In the Matter of

BOOMERANG WIRELESS, LLC
dba enTouch Wireless

Docket No. UM 1668

Application for Limited Designation as an
Eligible Telecommunications Carrier and
Eligible Telecommunications Provider for the
Purpose of Offering Lifeline Service, and
Request for Waiver Pursuant to 860-033-
0001(2)

STIPULATION

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

PARTIES

1. The parties to this Stipulation (the "Stipulation") are Boomerang Wireless, LLC dba enTouch Wireless ("Boomerang"), the Citizens' Utility Board of Oregon ("CUB") and the Staff of the Public Utility Commission of Oregon ("Staff"), representing all of the parties to the proceeding (together, the "Parties" and individually, a "Party").

BACKGROUND

2. On August 2, 2013, Boomerang filed its Application for Limited Designation as an Eligible Telecommunications Carrier ("ETC") with the Public Utility Commission of Oregon (the "Commission"). This Application also included a request for designation as an Eligible Telecommunications Provider ("ETP") for participation in the Oregon Telephone Assistance Program ("OTAP"). Boomerang's Application also requested waivers of certain Oregon Administrative Rules ("OARs") pursuant to OAR 860-033-0001(2). On September 5, 2013,

Administrative Law Judge Allan J. Arlow issued a Prehearing Conference Memorandum establishing an initial schedule. A workshop/settlement conference with all Parties was held in this proceeding on October 23, 2013. Another workshop was held the following day with Boomerang personnel and Oregon Telephone Assistance Program ("OTAP") personnel to discuss OTAP issues and procedures. On February 18, 2014, Staff provided Boomerang with requests for information, to which Boomerang responded on March 4, 2014. The Parties held subsequent workshops/settlement conferences on the following dates in 2014: May 19, July 8, August 1, September 17, and December 1. Staff and Boomerang had a conference call regarding operations on January 13, 2015, and the Parties held additional settlement conferences on May 20, 2015 and May 27, 2015. The Parties filed several status reports in this docket from November 8, 2013 to May 15, 2015.

3. On April 7, 2015, Warm Springs Telecommunications Company (Warm Springs Telecom) petitioned to intervene in the docket. On April 14, 2015, Boomerang filed to modify the proposed designated service area to exclude the Warm Springs Reservation. On April 15, 2015, Warm Springs Telecom withdrew its petition to intervene but asked to become an interested person in the docket. All Tribal Lands, not just the Warm Springs Reservation, are excluded from the designated service area that is the subject of this Stipulation.

4. Staff has reviewed Boomerang's ETC and ETP Application and exhibits, and considered the additional information provided by Boomerang in response to data requests, informal inquiries, and at workshops/settlement conferences. As a result, the Parties have agreed to modification of several portions of Boomerang's August 2013 Application, which are superseded by the replacement documents and conditions specified in this Stipulation.

5. All outstanding issues have been resolved and have been addressed. No Party opposes Boomerang's ETC and ETP designation under the terms and conditions set forth in the Stipulation. The Parties are therefore entering into this Stipulation.

AGREEMENT AND CONDITIONS

6. The Parties agree that Boomerang's designation as an ETC and ETP for the

limited purpose of offering Oregon Lifeline services, with application of the following terms, conditions, and certain waivers, is in the public interest.

7. The Parties agree that Boomerang meets all initial designation and annual recertification requirements established in Order No. 06-292 for ETC status, as well as requirements in subsequent related Federal Communications Commission (FCC) Orders, except as specified herein. Boomerang's ETC designation will be only for purposes of participation in the Lifeline Program of the federal Universal Service Low Income Fund. Boomerang will not be designated to receive support from the High Cost Fund or from the Link Up portion of the federal Universal Service Low-income Fund.

8. The Parties agree that Boomerang meets all ETP requirements specified in OAR Chapter 860, Division 33, with the exception of those for which waivers are requested herein.

9. The Parties agree that approval of Boomerang's ETC and ETP Application is in the public interest subject to the additional requirements specified herein. By virtue of executing this Stipulation, Boomerang agrees to abide by and perform all terms of this Stipulation with respect to providing Oregon Lifeline supported services and to comply with all relevant federal and Oregon requirements for continued ETC and ETP status.

10. Boomerang's ETC and ETP designated service area will be comprised of the ZIP codes set forth in Exhibit A to this Stipulation, and illustrated in the map in Exhibit B to this Stipulation. The designated service area will exclude any Tribal Lands that may be covered by any ZIP codes listed in Exhibit A. Boomerang will provide its prepaid wireless services throughout its designated area in Oregon by purchasing services on a wholesale basis from Verizon Wireless and Sprint. Boomerang represents that these carriers have substantial if not complete coverage in the areas associated with each of these ZIP codes. As Boomerang will be unable to improve service to customers where its underlying carriers do not provide acceptable levels of wireless reception, Boomerang agrees to report quarterly on the number of customers within the designated service area that are declined service or cancel service because of poor or no reception. The report must include addresses for those customers so that the data may be analyzed to determine areas of insufficient service.

I. ETC Requirements

11. This Stipulation revises certain information included in Boomerang's August 2013 Application and binds Boomerang to specific commitments not made in its August 2013 Application.

- (a) The ZIP code list in Exhibit A of this Stipulation replaces the list in Exhibit G of Boomerang's August 2013 Application. This list fulfills the requirement for initial designation in Appendix A, Initial Requirement 3.1.2 of Order No. 06-292.
- (b) The map in Exhibit B of this Stipulation replaces the map in Exhibit F of Boomerang's August 2013 Application. The map is a simple representation of the ZIP code areas and do not necessarily reflect accurate individual ZIP code boundaries. It is intended for illustrative purposes only, and the Parties accept that this map fulfills the requirement for initial designation in Appendix A, Initial Requirement 3.1.1 of Order No. 06-292.
- (c) To fulfill the map requirement for initial designation in Appendix A, Initial Requirement 4.2, of Order No. 06-292, as Exhibit C of this Stipulation, Boomerang submits a public coverage map showing the company's wireless service areas in Oregon. The map in Exhibit C reflects minimum signal strength of -99 decibel milliwatts (dBm). If more detail is needed, Boomerang requests, and the Parties support, a waiver of Initial Requirement 4.2 of Order No. 06-292, Appendix A, as explained in Exhibit F. Furthermore, Boomerang agrees to make available coverage maps in accordance with the CTIA Consumer Code at the point of sale and on its website upon designation.
- (d) Boomerang's Lifeline rate plans are displayed in Exhibit D of this Stipulation.
- (e) At this time, Tribal Lands are excluded from Boomerang's requested designated service area. Boomerang may, at any time following designation, file a subsequent application to expand its designated service area to include specific Tribal Lands. When engaging a Tribal government or other authority to gain support for designation

on Tribal Lands, Boomerang may provide information about the Tribal Lifeline service as described in Exhibit E of this Stipulation. However, this service offering represents a minimum offering and does not prohibit Boomerang from increasing benefits in future Tribal Lifeline offerings. This service offering does not represent a Commission-mandated service offering and will not be presented as such to any Oregon Tribal government or other authority.

12. If Boomerang discontinues the use of either Verizon Wireless or Sprint facilities to provide Lifeline services in Oregon, or expands coverage through use of additional underlying wireless facilities, it will file notice with the Commission in Docket No. UM 1668 at least thirty (30) days prior to the network change. After notice is filed, Staff will perform a review of Boomerang's remaining wireless coverage and may recommend that the Commission modify Boomerang's designated service area as may be appropriate. Boomerang will post its handset-unlocking policy consistent with the CTIA Consumer Code on the enTouch Wireless website prior to offering Lifeline services in Oregon.

13. Boomerang was granted blanket forbearance by the FCC from the requirement of Section 214(e)(1)(A) of the federal Communications Act of 1934, as amended, 47 USC 214(c)(1)(A), that ETCs must use their own facilities to provide supported services. As part of forbearance, ETC applicants must submit Compliance Plans to the FCC for approval. The FCC approved Boomerang's plan on August 8, 2012. Boomerang Compliance Plan, FCC Docket 11-42 (July 26, 2012) see Boomerang ETC/ETP Application, Exhibit C. If conflicts exist or arise between Oregon requirements for ETC and ETP designation and specifics in Boomerang's FCC Compliance Plan, Boomerang will adhere to Oregon requirements, provided they are not inconsistent with federal law.

14. Boomerang meets all requirements for initial designation of Order No. 06-292, as well as the requirements of subsequently-issued FCC orders, except those identified and explained in Exhibit F.

15. Boomerang will comply with all applicable annual ETC reporting requirements following designation as an ETC. Should it become apparent that Boomerang cannot comply

with an annual reporting requirement, Boomerang may request a waiver of that requirement. The other Stipulating Parties may take a different position on any waiver request.

II. ETP Requirements

16. Boomerang meets all ETP designation requirements and is able to comply with the relevant provisions of OAR Chapter 860, Division 33 upon designation, with the exception of those requirements and provisions for which the Parties have agreed to support waiver requests. The specific rules, or rule subsections, that the Parties agree the Commission should waive are those included in Exhibit F of this Stipulation. The reasons supporting the request for waivers are set forth in the Attachment. The Commission is authorized to grant the requested waivers, for good cause shown, per OAR 860-033-0001(2). The Parties agree good cause exists to support the waivers in Exhibit F.

17. Boomerang's Lifeline plans to be offered in Oregon are described in Exhibit D of this Stipulation. Boomerang will not seek \$3.50 in monthly OTAP reimbursement from the RSPF for its free wireless service offerings. Boomerang represents that it will pass through to its OTAP and Lifeline customers all funds received from the federal universal service fund. Boomerang does not plan on marketing non-Lifeline plans in Oregon, although customers that discontinue Lifeline may opt to use top-up cards with their existing phones, as described in Exhibit D.

18. Offerings from AirFair Wireless (co-branded with enTouch) and from Ready Wireless (sold under the getReady! brand) are listed in Exhibit D. Additional minutes will be available for purchase to OTAP and Lifeline customers, whether available for purchase at retail vendor locations, by phone, through customer service, or online through Boomerang's website at www.entouchwireless.com.

19. For Lifeline services provided at no charge to the customer, Boomerang, upon designation, will thereafter submit any proposed reductions in minutes, units or other material terms of Lifeline service offerings to the Commission at least 90 days prior to the

proposed effective date. Proposed increases in minutes or other material terms of Lifeline service offerings must be submitted at least ten days before changes become effective. Once changes become effective, the revised service offerings must be filed in this docket within ten days.

20. For Lifeline services provided at no charge to the customer, Boomerang, upon designation, will thereafter notify existing customers within ten days following an increase in the minutes, units, or other material terms of Lifeline service offerings and to permit existing customers to immediately subscribe to the increased service offering if the increase is not automatically applied to all customers.

21. If, in another state, Boomerang offers a Lifeline service offering, based solely on federal funding, with more included minutes or other material terms that exceed what is provided at that time to Oregon customers, Boomerang will extend such terms for Lifeline service to all Oregon customers. If Boomerang creates a promotional offer for Lifeline service, in any other state, based solely on federal funding, that includes a higher number of free minutes of usage than offered at that time in Oregon, Boomerang will offer that same promotion to all Oregon customers.

22. Following designation, Boomerang will remit the RSPF surcharge (as required by OAR 860-033-0006) to the Commission on behalf of all its Oregon customers, including OTAP and Lifeline customers.

23. Boomerang will comply with Oregon's 9-1-1 emergency reporting system tax requirements, currently set forth in ORS 403.200 to ORS 403.230. Boomerang will remit the 9-1-1 tax on behalf of all of its Oregon Lifeline customers.

24. The Parties agree that upon Commission designation, but prior to advertising and offering Lifeline supported services to any individual in Oregon, Boomerang must meet the following conditions:

- (a) Boomerang must demonstrate operational readiness and the ability to fulfill all reporting requirements of this Stipulation to Staff's satisfaction.
- (b) Staff may request that Boomerang either host a Staff site visit at Boomerang's contact and fulfillment centers or remotely demonstrate to Staff how its respective databases and systems are synchronized to capture, produce, and generate the required data for all reports outlined in the Stipulation. Boomerang will further demonstrate how their databases and systems will enable Boomerang to fulfill the requirements of this Stipulation.
- (c) After Boomerang begins operating in Oregon, if at any time Staff reasonably believes that Boomerang's databases or systems are not operating effectively in Oregon, Staff may temporarily suspend processing new applications in order to confer with Boomerang and address Boomerang's operational readiness. If the operational issue does not negatively affect the operation of OPUC databases, Staff will first provide notice to Boomerang whereupon Boomerang shall have a reasonable opportunity to cure before a suspension takes effect.

25. The Parties agree that when Boomerang begins operating in Oregon, each customer applying for Lifeline supported service provided by Boomerang may complete and submit the Commission-approved Oregon Lifeline application directly to Boomerang. Boomerang acknowledges that in receiving Oregon Lifeline applications, it will comply with the Commission's technical, operational, reporting and functional requirements for the Commission's automated process for Lifeline. After Boomerang transmits an application to the Commission, Staff will perform all initial and ongoing (i.e., recertification) eligibility verification functions, including duplicate checks. Boomerang will require the Oregon Lifeline applicant to complete the Company's one-per-household worksheet if the Company identifies that other Lifeline customers are residing at the Oregon Lifeline applicant's residential address. Boomerang will also refer the Oregon Lifeline applicant to the Commission for resolution of the issue if the Company identifies that the applicant is part of a potential inter-company household duplicate.

26. The Parties agree that Staff may require each customer applying for Oregon Lifeline supported service provided by Boomerang to complete and submit the Oregon Lifeline application directly to the Commission as necessary for operational efficiency.

27. When Staff notifies Boomerang of a customer who is no longer eligible or wishes to de-enroll from the Oregon Lifeline program, Boomerang will, within five (5) business days, de-enroll the customer from the Oregon Lifeline program. Boomerang will thereafter not request Lifeline reimbursement for that customer.

28. Upon designation as an ETC and ETP, Boomerang will not contact any enrolled customer to verify for the purpose of recertification that the customer still qualifies for OTAP and Lifeline supported services, unless the Parties agree in a particular circumstance that Boomerang may contact a customer.

29. Upon designation, Boomerang acknowledges and agrees it shall comply with OAR 860-033-0110, and any other applicable OARs related to advertising, marketing and outreach. In addition, Boomerang will endeavor to caption or subtitle all of its television or streaming video advertisements for the Oregon Lifeline supported service offering. Boomerang agrees to discuss and address any concerns Staff may have with respect to any advertising and marketing materials submitted to Staff and to work in good faith to resolve such concerns.

30. Boomerang agrees to the following with respect to the use of third party representatives following designation as an ETC and ETP by the Commission:

(a) Boomerang is responsible for any act, omission, or failure to comply with OTAP and Lifeline rules committed by an agent, contractor, subcontractor, representative of or employee of Boomerang acting within the scope of the person's employment.

(b) Boomerang may not provide or allow a representative (including any agent, contractor, or subcontractor) to receive any commission, bonus, or other incentive payment based upon the submission of an Oregon Lifeline application. Such

incentives may be based upon the successful enrollment of an Oregon customer in the Lifeline program.

- (c) Neither Boomerang nor its representatives, including agents, contractors, and subcontractors, may sign an application on behalf of a customer.¹
- (d) If Boomerang transmits a customer's Lifeline application or any representative transmits the application on behalf of Boomerang, Boomerang must provide the customer with the following:
 - i. Electronic or printed copy of the completed Lifeline application;
 - ii. Confirmation verifying that the Lifeline application was transmitted with the date of the transmission;
 - iii. Name of the representative who transmitted the Lifeline application, identity of the representative's employer, and the location where the customer received assistance;
 - iv. Boomerang's service brand, mailing address, customer service phone number, e-mail address, and web address.
- (e) Boomerang shall ensure that a customer's personal information as defined in ORS 646A.600 is not permanently stored or accessible to unauthorized users on a mobile computing device, including, but not limited to tablets, phones, laptops, and PDAs that are used by Boomerang or its representatives in the transmission of the customer's Lifeline application.
- (f) Boomerang shall provide written notice to the RSPF Section of the Commission of promotional events at temporary locations conducted by Boomerang or on its behalf by any agent, contractor, or subcontractor to promote enrollment in the Oregon Lifeline program at least five business days prior to the event. The initial notice must include the location and dates of the promotional event. The initial notice may be corrected up to the date before the event takes place if there is any change in location.
- (g) Boomerang shall not allow an agent, contractor, subcontractor, or employee acting within the scope of employment to make contact with potential Oregon Lifeline customers regarding the Oregon Lifeline program prior to receiving training in

¹¹ Nothing in this section is intended to limit a consumer's ability to request accommodation under the federal Americans with Disabilities Act, as amended, while completing an application.

Oregon Lifeline rules and the Company's policies and procedures applicable to their duties.

31. Upon designation, Boomerang will designate a primary and secondary contact individual from Boomerang for daily communications with Staff regarding Oregon Lifeline operational, customer service, and reporting issues. Boomerang will provide and update as necessary the designated personnel's contact information including but not limited to job title, e-mail address and telephone number to Staff. The designated contacts will be the recipients of Commission reports and will have the authority to activate or deactivate a customer's handset. Designated Boomerang contacts will respond to Staff inquiries and requests within two (2) business days. If a specific inquiry warrants further investigation, Boomerang may request additional time provided that it does not exceed five (5) business days.

32. Designated Boomerang contacts under the preceding paragraph above will participate in weekly conference calls with Staff to discuss, address, and resolve any OTAP and Lifeline operational or reporting issues. Staff may schedule the conference calls with greater or lesser frequency as necessary at any time.

33. Boomerang will designate a contact for escalation of compliance or customer service delivery issues raised by Staff. Boomerang will provide and update as necessary the designated contact's information including but not limited to job title, e-mail address and telephone number to Staff. This contact will respond to Staff within two (2) business day. Boomerang may request additional time to formulate a response provided that it does not exceed five (5) business days.

34. The Parties agree that in lieu of the weekly No Match report required by OAR 860-033-0046(4), Boomerang will submit a weekly Order Activity report to Staff. Pursuant to OAR 860-033-0046(3), Boomerang will report on a weekly basis all OTAP or Lifeline customers who never activated their Lifeline supported service within 90 days, whose phone service was disconnected, who contacted Boomerang to voluntarily de-enroll or were de-enrolled

for failure to use the Lifeline supported service that Boomerang offers at no charge in accordance with Boomerang's 60-day Non-Usage Policy (Exhibit C of Boomerang's Application), and whose telephone numbers, names or addresses have changed. Boomerang will list the customer's first and last name, phone number, residential address, and Commission-assigned OTAP identification number in the Order Activity report.

35. The Parties agree that Boomerang will submit reports that contain customer personal identifying information electronically to the Commission using appropriate file transfer protocols. Otherwise, the Parties may exchange reports and information via secure email.

36. The service cycle for Boomerang wireless service will begin when the customer activates their handset. Boomerang acknowledges that it must require activation by the customer consistent with OAR 860-033-0035(3). Boomerang will not request Lifeline reimbursement for a customer unless the customer activates their handset.

37. Upon designation, Boomerang will implement in Oregon its "60-day Non-Usage Policy", which is set forth in Exhibit C to Boomerang's Application. Boomerang will also comply with the applicable federal regulations for "usage" activities as undertaken by the Oregon Lifeline customer.

38. Boomerang will provide applicants approved for Boomerang's Lifeline service at no charge with the option to receive a free handset. All handsets offered will have immediate E911 functionality. The cost of the free handset is borne by Boomerang. No portion of the handset costs is subsidized either by the federal Universal Service Fund or the RSPF. Boomerang will provide one free phone per a twelve-month period to replace a handset that is reported lost or stolen as long as the customer is an active Boomerang customer approved by the Commission for Lifeline service.

39. Boomerang agrees that Oregon Lifeline customers will be able to make customer service calls to Boomerang by dialing "611" without deducting any minutes, also referred to as

"airtime". Boomerang shall ensure that a customer who contacts customer service can readily report a lost or stolen handset or make a change in service.

40. Boomerang customer service representatives may not enroll or activate the Lifeline supported service for any customer who has been de-enrolled or reported by Boomerang as de-enrolled for any reason, unless approved by the Commission. Also, Boomerang may not make name changes to the accounts of Oregon Lifeline customers without legal documentation of the Oregon Lifeline customer's name change.

(a) Prior to offering Lifeline-supported service in Oregon, Boomerang will submit to Staff for review and approval the training materials it will provide to Boomerang customer service representatives. The training material will clearly define Oregon Lifeline policies and procedures and highlight how Oregon Lifeline differs from other states. The training material will include, but is not limited to, the following:

- i. Lifeline eligibility in Oregon (e.g., program guidelines, restrictions, customer eligibility status, etc.);
- ii. Availability of free service;
- iii. Areas in Oregon where Lifeline supported service is offered by Boomerang;
- iv. Handset handling and shipping timeframes;
- v. Activation procedures;
- vi. Options for purchasing additional minutes; and
- vii. Porting phone numbers.

(b) Staff may review and approve handset reference material that Boomerang will include in the package to the free wireless customer explaining in plain language the following:

- i. Activation directions;
- ii. Warranty information. The warranty for refurbished handsets will be 30 days. If new handsets are made available to customers, a new handset will come with a one-year manufacturer's warranty;
- iii. Availability of hearing aid compatible handsets;

- iv. Boomerang customer service contact information for wireless service questions and issues, including porting phone numbers and purchasing minutes;
- v. Instructions if handset is lost or stolen or if handset malfunctions;
- vi. Terms and Conditions of Service, including calling 611 and 911; and
- vii. Oregon Lifeline Terms and Conditions.

41. Prior to offering Lifeline supported service in Oregon, Boomerang will list the Commission's Consumer Services contact information in Boomerang's Terms of Service for customer complaints, concerns, or disputes. Boomerang will cooperate in good faith with the Commission's Consumer Services Section to resolve customer service and account issues, including but not limited to timely responding to requests for information, i.e. within 10 business days.

III. Special Reports

42. Upon designation as an ETC and ETP and once services are offered in Oregon, Boomerang agrees to provide quarterly reports to Staff that provide details about Boomerang's operations in Oregon. A copy of the information that Boomerang will provide quarterly to Staff and CUB is provided as Exhibit G to this Stipulation. Boomerang is currently unable to report certain items of information required for quarterly reporting, as noted in Exhibit G. Boomerang agrees to use best efforts to implement systems that will allow the Company to report all required items. If the Company is unable to report all items by the end of the third quarter following ETC/ETP designation, the Parties agree to meet and discuss the required reporting and the Company's progress.

43. Boomerang agrees to provide Staff a copy of Oregon-specific monthly Lifeline Worksheets (Form 497) that it submits to the Universal Service Administrative Company ("USAC") from which it claims or seeks low-income reimbursement or support from the federal universal service fund. In conjunction with Form 497, Boomerang agrees to report the customers' names, residential addresses, phone numbers and Commission-assigned OTAP

identification numbers to Staff in an electronic format accessible by the Commission. Boomerang will submit Form 497 and the corresponding report within three (3) business days of the date that it submits Form 497 to the USAC. When applicable, Boomerang agrees to provide Staff a revised copy of Form 497; Boomerang will submit the revised corresponding report to Staff.

44. Upon Commission approval of this Stipulation, Boomerang will be required to file all information required by the FCC under 47 CFR § 54.401(d). Boomerang shall provide Staff with a copy of any certification that its Lifeline plan satisfies the federal criteria within ten (10) business days of receipt.

GENERAL TERMS

45. The Parties agree to support Commission approval of Boomerang's request for initial ETC and ETP designations for the limited purpose of offering OTAP and Lifeline services, consistent with the terms and conditions specified in this Stipulation. The Parties will encourage the Commission to issue an order approving Boomerang's ETC and ETP Application (as revised in the Stipulation) and the Stipulation as soon as possible. This Stipulation will be offered into the record of this proceeding as evidence pursuant to OAR 860-001-0350(7). The Parties agree to support this Stipulation throughout this proceeding and any appeal, and to provide either witnesses to sponsor testimony or legal representatives to support this Stipulation.

46. The Parties have negotiated this Stipulation as an integrated document. If the Commission rejects all or any material part of this Stipulation or imposes additional material conditions in approving the Stipulation and the ETC and ETP Application, any Party disadvantaged by such action shall have the right to request a hearing and opportunity to submit additional testimony, and/or in accordance with OAR 860-001-0720, seek reconsideration or appeal of the Commission's order. However, prior to taking any such actions, the Party must engage in good-faith negotiation with the other Parties to this Stipulation.

47. The Parties agree that this Stipulation represents compromises in the positions of the Parties. As such, conduct, statements and documents disclosed in the negotiation of this

Stipulation shall not be admissible as evidence in this or any other proceeding, unless independently discoverable or offered for the purposes allowed under ORS 40.190. By entering into this Stipulation, no Party shall be deemed to have approved, admitted, or consented to the facts, principles, methods, or theories employed by any other Party in arriving at the terms of this Stipulation, other than those specifically identified in the body of this Stipulation. No Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding, except as expressly identified in the Stipulation.

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

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

Boomerang Wireless LLC

By: Kimberly Lehman

Title: President

Date: 7/31/2015

Staff of the Public Utility Commission of Oregon

By: _____

Title: _____

Date: _____

Stipulation shall not be admissible as evidence in this or any other proceeding, unless independently discoverable or offered for the purposes allowed under ORS 40.190. By entering into this Stipulation, no Party shall be deemed to have approved, admitted, or consented to the facts, principles, methods, or theories employed by any other Party in arriving at the terms of this Stipulation, other than those specifically identified in the body of this Stipulation. No Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding, except as expressly identified in the Stipulation.

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

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

Boomerang Wireless LLC

By: _____

Title: _____

Date: _____

Staff of the Public Utility Commission of Oregon

By: Johanna Piensschmidt


Title: AAG

Date: July 31, 2015

ORDER NO.

15 280

Citizens' Utility Board of Oregon

By: _____

Title: Executive Director

Date: 7-31-15

Exhibit A - Boomerang Designated Service Area (Excludes Tribal Lands)

Boomerang Designated Service Area (Excludes Tribal Lands)

Zip Code	City	County
97002	Aurora	Marion
97003	Beaverton	Washington
97004	Beavercreek	Clackamas
97005	Beaverton	Washington
97006	Beaverton	Washington
97007	Beaverton	Washington
97008	Beaverton	Washington
97009	Boring	Clackamas
97013	Canby	Clackamas
97014	Cascade Locks	Hood River
97015	Clackamas	Clackamas
97016	Clatskanie	Columbia
97017	Colton	Clackamas
97018	Columbia City	Columbia
97019	Corbett	Multnomah
97021	Dufur	Wasco
97022	Eagle Creek	Clackamas
97023	Estacada	Clackamas
97024	Fairview	Multnomah
97026	Gervais	Marion
97027	Gladstone	Clackamas
97029	Grass Valley	Sherman
97030	Gresham	Multnomah
97031	Hood River	Hood River
97032	Hubbard	Marion
97033	Kent	Sherman
97034	Lake Oswego	Clackamas
97035	Lake Oswego	Clackamas
97038	Molalla	Clackamas
97039	Moro	Sherman
97040	Mosier	Wasco
97045	Oregon City	Clackamas
97048	Rainier	Columbia
97050	Rufus	Sherman
97051	Saint Helens	Columbia
97053	Warren	Columbia
97054	Deer Island	Columbia
97055	Sandy	Clackamas
97056	Scappoose	Columbia
97057	Shaniko	Wasco

Exhibit A - Boomerang Designated Service Area (Excludes Tribal Lands)

97058	The Dalles	Wasco
97060	Troutdale	Multnomah
97062	Tualatin	Washington
97064	Vernonia	Columbia
97065	Wasco	Sherman
97067	Welches	Clackamas
97068	West Linn	Clackamas
97070	Wilsonville	Clackamas
97071	Woodburn	Marion
97078	Beaverton	Washington
97080	Gresham	Multnomah
97086	Happy Valley	Clackamas
97089	Damascus	Clackamas
97101	Amity	Yamhill
97102	Arch Cape	Clatsop
97103	Astoria	Clatsop
97106	Banks	Washington
97107	Bay City	Tillamook
97108	Beaver	Tillamook
97109	Buxton	Washington
97110	Cannon Beach	Clatsop
97111	Carlton	Yamhill
97112	Cloverdale	Tillamook
97113	Cornelius	Washington
97114	Dayton	Yamhill
97115	Dundee	Yamhill
97116	Forest Grove	Washington
97117	Gales Creek	Washington
97118	Garibaldi	Tillamook
97119	Gaston	Washington
97121	Hammond	Clatsop
97122	Hebo	Tillamook
97123	Hillsboro	Washington
97124	Hillsboro	Washington
97125	Manning	Washington
97127	Lafayette	Yamhill
97128	Mcminnville	Yamhill
97130	Manzanita	Tillamook
97131	Nehalem	Tillamook
97132	Newberg	Yamhill
97133	North Plains	Washington

Exhibit A - Boomerang Designated Service Area (Excludes Tribal Lands)

97134	Oceanside	Tillamook
97135	Pacific City	Tillamook
97136	Rockaway Beach	Tillamook
97137	Saint Paul	Marion
97138	Seaside	Clatsop
97140	Sherwood	Washington
97144	Timber	Washington
97145	Surfcrest Market	Clatsop
97146	Warrenton	Clatsop
97147	Wheeler	Tillamook
97148	Yamhill	Yamhill
97149	Neskowin	Tillamook
97201	Portland	Multnomah
97202	Portland	Multnomah
97203	Portland	Multnomah
97204	Portland	Multnomah
97205	Portland	Multnomah
97206	Portland	Multnomah
97208	Portland	Multnomah
97209	Portland	Multnomah
97210	Portland	Multnomah
97211	Portland	Multnomah
97212	Portland	Multnomah
97213	Portland	Multnomah
97214	Portland	Multnomah
97215	Portland	Multnomah
97216	Portland	Multnomah
97217	Portland	Multnomah
97218	Portland	Multnomah
97219	Portland	Multnomah
97220	Portland	Multnomah
97221	Portland	Multnomah
97222	Portland	Clackamas
97223	Portland	Washington
97224	Portland	Washington
97225	Portland	Washington
97227	Portland	Multnomah
97229	Portland	Washington
97230	Portland	Multnomah
97231	Portland	Multnomah
97232	Portland	Multnomah

Exhibit A - Boomerang Designated Service Area (Excludes Tribal Lands)

97233	Portland	Multnomah
97236	Portland	Multnomah
97239	Portland	Multnomah
97266	Portland	Multnomah
97267	Portland	Clackamas
97301	Salem	Marion
97302	Salem	Marion
97303	Salem	Marion
97304	Salem	Polk
97305	Salem	Marion
97306	Salem	Marion
97317	Salem	Marion
97321	Albany	Linn
97322	Albany	Linn
97325	Aumsville	Marion
97326	Blodgett	Benton
97327	Brownsville	Linn
97330	Corvallis	Benton
97331	Corvallis	Benton
97333	Corvallis	Benton
97338	Dallas	Polk
97341	Depoe Bay	Lincoln
97344	Falls City	Polk
97345	Foster	Linn
97347	Grand Ronde	Polk
97348	Halsey	Linn
97351	Independence	Polk
97352	Jefferson	Marion
97355	Lebanon	Linn
97357	Logsdon Country Store	Lincoln
97361	Monmouth	Polk
97362	Mount Angel	Marion
97365	Newport	Lincoln
97366	South Beach	Lincoln
97367	Lincoln City	Lincoln
97368	Otis	Lincoln
97369	Otter Rock	Lincoln
97370	Philomath	Benton
97371	Rickreall	Polk
97374	Scio	Linn
97375	Scotts Mills	Marion

Exhibit A - Boomerang Designated Service Area (Excludes Tribal Lands)

97376	Seal Rock	Lincoln
97377	Shedd	Linn
97378	Sheridan	Yamhill
97381	Silverton	Marion
97383	Stayton	Marion
97385	Sublimity	Marion
97386	Sweet Home	Linn
97388	Gleneden Beach	Lincoln
97389	Tangent	Linn
97391	Toledo	Lincoln
97392	Turner	Marion
97394	Waldport	Lincoln
97396	Willamina	Yamhill
97401	Eugene	Lane
97402	Eugene	Lane
97403	Eugene	Lane
97404	Eugene	Lane
97405	Eugene	Lane
97408	Eugene	Lane
97411	Bandon	Coos
97412	Blachly	Lane
97414	Broadbent	Coos
97415	Brookings	Curry
97416	Camas Valley	Douglas
97419	Cheshire	Lane
97420	Coos Bay	Coos
97423	Coquille	Coos
97424	Cottage Grove	Lane
97426	Creswell	Lane
97431	Dexter	Lane
97435	Drain	Douglas
97436	Elkton	Douglas
97437	Elmira	Lane
97438	Fall Creek/Jasper	Lane
97439	Florence	Lane
97441	Gardiner	Douglas
97443	Glide	Douglas
97444	Gold Beach	Curry
97446	Harrisburg	Linn
97448	Junction City	Lane
97449	Lakeside	Coos

Exhibit A - Boomerang Designated Service Area (Excludes Tribal Lands)

97450	Langlois	Curry
97451	Lorane	Lane
97452	Lowell	Lane
97453	Mapleton	Lane
97455	Pleasant Hill	Lane
97456	Monroe	Benton
97457	Myrtle Creek	Douglas
97458	Myrtle Point	Coos
97459	North Bend	Coos
97461	Noti	Lane
97462	Oakland	Douglas
97465	Port Orford	Curry
97470	Roseburg	Douglas
97471	Roseburg	Douglas
97473	Scottsburg	Douglas
97476	Sixes	Curry
97477	Springfield	Lane
97478	Springfield	Lane
97479	Sutherlin	Douglas
97481	Tenmile	Douglas
97487	Veneta	Lane
97488	Vida	Lane
97489	Walterville	Lane
97494	Wilbur	Douglas
97495	Winchester	Douglas
97496	Winston	Douglas
97497	Wolf Creek	Josephine
97499	Yoncalla	Douglas
97501	Medford	Jackson
97502	Central Point	Jackson
97504	Medford	Jackson
97525	Gold Hill	Jackson
97526	Grants Pass	Josephine
97527	Grants Pass	Josephine
97532	Merlin	Josephine
97535	Phoenix	Jackson
97539	Shady Cove	Jackson
97540	Talent	Jackson
97543	Wilderville (Grants Pass)	Josephine
97601	Klamath Falls	Klamath
97603	Klamath Falls	Klamath

Exhibit A - Boomerang Designated Service Area (Excludes Tribal Lands)

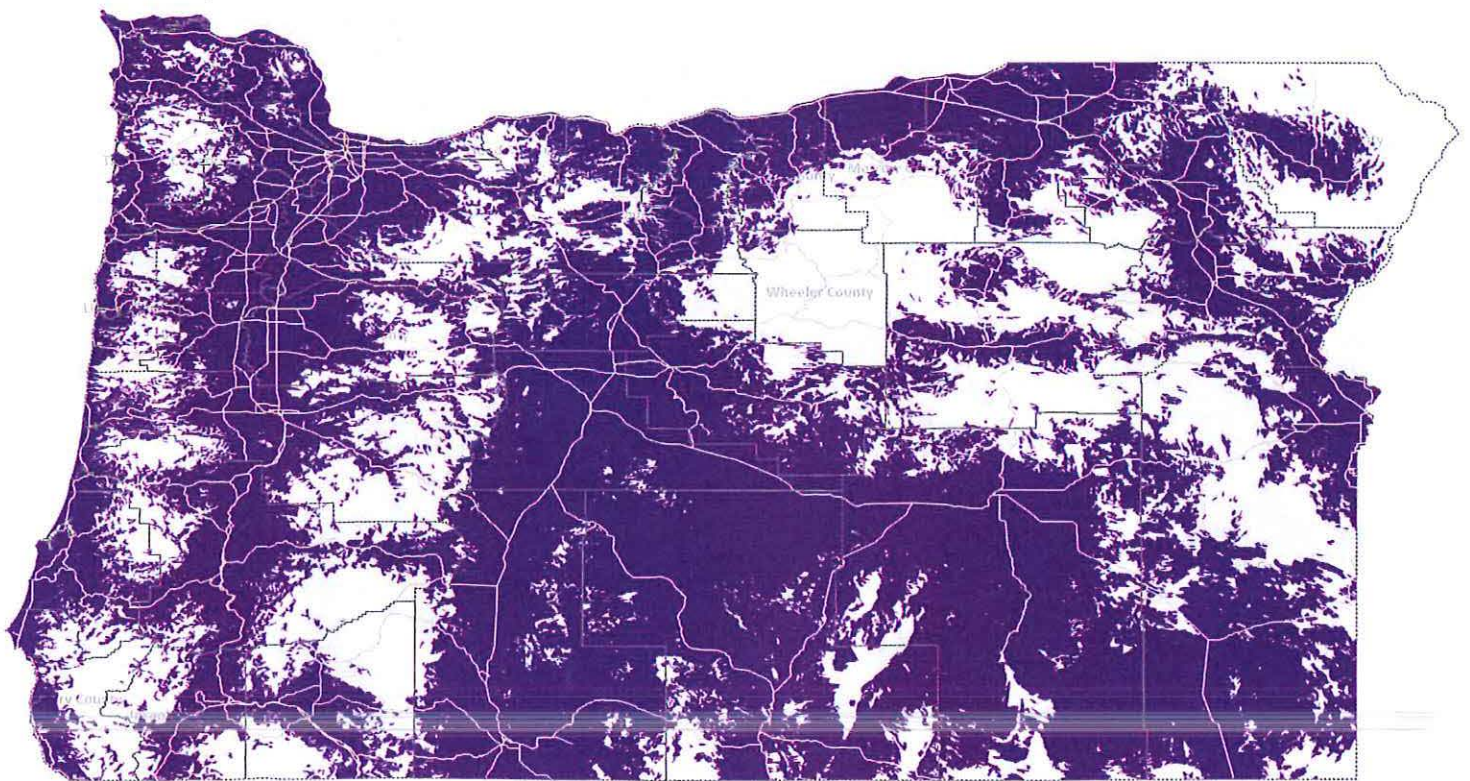
97623	Bonanza	Klamath
97624	Chiloquin	Klamath
97625	Dairy	Klamath
97626	Fort Klamath	Klamath
97632	Malin	Klamath
97633	Merrill	Klamath
97636	Paisley	Lake
97638	Silver Lake	Lake
97639	Sprague River	Klamath
97640	Summer Lake	Lake
97641	Christmas Valley	Lake
97701	Bend	Deschutes
97702	Bend	Deschutes
97707	Bend	Deschutes
97710	Fields	Harney
97712	Brothers	Deschutes
97720	Burns	Harney
97721	Princeton	Harney
97722	Diamond	Harney
97734	Culver	Jefferson
97735	Fort Rock	Lake
97736	Frenchglen	Harney
97737	Gilchrist	Klamath
97738	Hines	Harney
97739	La Pine	Deschutes
97741	Madras	Jefferson
97752	Post	Crook
97753	Powell Butte	Crook
97754	Prineville	Crook
97756	Redmond	Deschutes
97758	Riley	Harney
97760	Terrebonne	Jefferson
97801	Pendleton	Umatilla
97810	Adams	Umatilla
97812	Arlington	Gilliam
97813	Athena	Umatilla
97814	Baker City	Baker
97818	Boardman	Morrow
97825	Dayville	Grant
97826	Echo	Umatilla
97827	Elgin	Union

Exhibit A - Boomerang Designated Service Area (Excludes Tribal Lands)

97833	Haines	Baker
97835	Helix	Umatilla
97838	Hermiston	Umatilla
97841	Imbler	Union
97844	Irrigon	Morrow
97850	La Grande	Union
97862	Milton Freewater	Umatilla
97867	North Powder	Union
97868	Pilot Rock	Umatilla
97870	Richland	Baker
97875	Stanfield	Umatilla
97876	Summerville Store	Union
97882	Umatilla	Umatilla
97886	Weston	Umatilla
97905	Durkee	Baker
97907	Huntington	Baker
97914	Ontario	Malheur

ORDER NO. 15-000280
Exhibit C - Oregon Coverage Map

Wireless signal strength for all coverage is at least -99 dBm



Legend

- Wireless Coverage
- County Boundary
- Highways

Stipulation Exhibit C - Docket No. UM 1668

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APPENDIX A

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**Boomerang Wireless, LLC d/b/a enTouch Wireless
Non-Tribal Lifeline Plan Offerings for Oregon**

FEATURE/ DESCRIPTION	■ 250 FREE MONTHLY MINUTES*
• Local Calls	Y
• National Long Distance	Y
• Nationwide Text	Y (1 text =1 min.)
• Free 411	Y
• Data Enabled(website and email), 10 MB data	Y
• Carry Over Minutes Month to Month	N
• Voicemail	Y
• Caller ID	Y
• Call Waiting	Y
• Call Forwarding	Y
• 3-way Calling	Y
• Minimum Term of Service	N
• Required Credit Check and/or Deposit	N
• Monthly Recurring Charges	N
• Activation Fees	N

* 1 minute equals 1 unit and 1 text equals 1 unit

Note: If a subscriber no longer qualifies for Lifeline benefit and wants to keep their phone, phone number, and service with enTouch, they can change from a Lifeline profile to a non-Lifeline profile and purchase airtime with AirFair and Ready Wireless top up card options.

AirFair Top Up Options

Price	Talk/Text Units	Data	Days
\$5.00	100	50mb	30
\$10.00	0	500mb	30
\$20.00	1500	0	30
\$30.00	Unlimited*	0	30
\$50.00	Unlimited*	4GB	30

getReady! Top Up Options

Price	Talk/Text Units	Data	Days
\$7.00	200	5mb	7
\$20.00	1000	20mb	30
\$30.00	1200	30mb	30

**Unlimited options are for private use and subject to limitations on acceptable use in the company's Terms of Service, which prohibits certain uses which result in abnormally high numbers of calls or generate excessive levels of Internet traffic.*

**Boomerang Wireless, LLC d/b/a enTouch Wireless
Tribal Lifeline Plan Offerings for Oregon**

FEATURE/ DESCRIPTION	TRIBAL: 1000 PLUS BUNDLE PLAN MONTHLY MINUTES*
• Local Calls	Y
• National Long Distance	Y
• Nationwide Text	Y (1 text =1 min.)
• Free 411	Y
• Data Enabled(website and email), 10 MB data	Y
• Carry Over Minutes Month to Month	N
• Voicemail	Y
• Caller ID	Y
• Call Waiting	Y
• Call Forwarding	Y
• 3-way Calling	Y
• Minimum Term of Service	N
• Required Credit Check and/or Deposit	N
• Monthly Recurring Charges	N
• Activation Fees	N

* 1 minute equals 1 unit and 1 text equals 1 unit

Note: If a subscriber no longer qualifies for Lifeline benefit and wants to keep their phone, phone number, and service with enTouch, they can change from a Lifeline profile to a non-Lifeline profile and purchase airtime with AirFair and Ready Wireless top up card options.

AirFair Top Up Options

Price	Talk/Text Units	Data	Days
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getReady! Top Up Options

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\$20.00	1000	20mb	30
\$30.00	1200	30mb	30

**Unlimited options are for private use and subject to limitations on acceptable use in the company's Terms of Service, which prohibits certain uses which result in abnormally high numbers of calls or generate excessive levels of Internet traffic.*

**Rules and Requirements that the Parties Request the Commission Waive
Upon Designation in Docket No. UM 1668**

Per Paragraph 16 of the Stipulation executed by the Parties in Docket No. UM 1668, the Parties agree that granting Boomerang waivers of the following rules and requirements for ETC designation is appropriate and in the public interest.

Waiver of Initial Application Requirements

1. Partial waiver of Commission Order No. 06-292, Initial Application Requirements 3.1.1 and 3.1.2.

Commission Order No. 06-292, Initial Application Requirements 3.1.1 and 3.1.2 require identification of applicant's licensed areas boundaries and description of applicant's service territory by reference to ILEC wire centers. As a non-facilities-based reseller, Boomerang has no FCC- or state-licensed areas of its own, but has identified certain licenses held by its underlying network providers, Verizon Wireless and Sprint, in its application. Accordingly, the Parties agree that submission of additional information on the "licensed-area" is unnecessary. In addition, the Parties agree that Boomerang's service territory will be identified based on zip codes rather than ILEC wire centers. In lieu of the map required by Application Requirement 3.1.1, the Parties agree that Boomerang shall provide a map showing the zip codes included in the service territory. The map is included as Exhibit B to the Stipulation. In lieu of the list of ILEC wire centers required by Application Requirement 3.1.2, the Parties agree that Boomerang may provide a list of zip codes on which it seeks designation as an ETC. The list is included as Exhibit A to the Stipulation.

2. Partial waiver of Commission Order 06-292, Initial Application Requirement 4.2

Commission Order 06-292, Initial Application Requirement 4.2, sets out requirements with respect to mapping signal strength. Boomerang has provided a coverage map indicating that the minimum signal strength is -99 dBm, which it believes satisfies Initial Application Requirement 4.2. The map is included as Exhibit C to the Stipulation. Boomerang requests a waiver of the requirement to the extent that additional signal strength mapping is required, because as a reseller of wireless services, Boomerang does not have access to more detailed signal strength information. Upon designation, Boomerang will make available coverage maps in accordance with the CTIA Consumer Code at the point of sale and on its website.

Waiver of RSPF Rules

3. OAR 860-033-0005(7)(a)

Waiver of the requirement in OAR 860-033-0005(7)(a) to the extent it requires Boomerang to offer services using its own facilities. The FCC has granted Boomerang forbearance from this requirement and approved its compliance plan. Boomerang Compliance Plan, FCC Docket 11-42 (July 26, 2012) see Boomerang ETC/ETP Application, Exhibit C.

4. OAR 860-033-0006(3)(b)

Waiver of OAR 860-033-0006(3)(b) to the extent that it would require Boomerang to collect the Residential Service Protection Fund ("RSPF") surcharge from its customers. Boomerang will remit the RSPF surcharge applicable to its Oregon customers from Boomerang funds, in lieu of collecting from its customers. As a prepaid service provider, Boomerang does not issue invoices. Also, its Lifeline plan requires no financial contribution from customers.

5. OAR 860-033-0006(3)(c)

Waiver of OAR 860-033-0006(3)(c) to the extent that it would require Boomerang to identify the RSPF surcharge on each customer's bill. As discussed above, Boomerang is a prepaid wireless service provider and therefore does not issue bills to its Lifeline customers.

6. OAR 860-033-0035(1)(b) and OAR 860-033-0010(2)

Waiver of OAR 860-033-0035(1)(b) and partial waiver of OAR 860-033-0010(2) to the extent these provisions would require Boomerang to offer to all qualifying low-income customers the State of Oregon benefit of \$3.50 per month. Under OAR 860-033-0035(1), the monthly OTAP benefit includes: (a) The federal Lifeline program support of \$9.25 in accordance with 47 C.F.R. §54.403; and (b) The State of Oregon support of \$3.50. OAR 860-033-0010(2) states that an ETP "must offer...OTAP discounts." As described in paragraph 17 of the Stipulation, will only offer discounts equivalent to the federal program support amount and will not claim support from OTAP. The Parties support a partial waiver of the references to an ETP's offering of the State support amount of \$3.50.

7. OAR 860-033-0046(4).

Waiver of the weekly No Match report required by OAR 860-033-0046(4). The Parties agree that in lieu of the weekly No Match report, Boomerang will submit a weekly Order Activity report to Staff in an electronic format accessible by the Commission. The No Match report is unnecessary because Boomerang will provide the same information in the Order Activity report described in paragraph 34 of the Stipulation.

Exhibit G – Quarterly Report

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

		Month 1	Month 2	Month 3
1	Non-usage: Customers de-enrolled for non-usage			
2	Free Handsets			
	a. 1. Lost/stolen handsets (note 1)			
	2. Lost/stolen handsets replaced			
	b. 1. Customers reporting they did not receive free handset (note 2)			
	2. Replacement handsets sent			
	c. 1. Defective handsets reported (note 3)			
	2. Replacement handsets sent			
	d. 1. Sprint-enabled handsets sent to replace Verizon-enabled handsets			
	2. Verizon-enabled handsets sent to replace Sprint-enabled handsets			
3	All Handsets			
	a. Customer requests to unlock handset			
	b. Unlocking requests denied			
4	Coverage Issues			
	a. Lifeline customer requests denied due to lack of coverage (list associated home addresses)			
	b. Lifeline customers that cancelled service due to coverage issues (list associated home addresses)			
5	Customer Complaints or Problems*(note 4)			
	a. Wireless coverage or reception (note 5)			
	b. First month's free minutes			
	c. Subsequent month's free minutes			
	d. Add-on or top-up options			
*For each complaint or problem, document a) customer name and phone number, b) date of call, c) description of complaint/problem, and d) explanation of disposition of complaint/problem and date. Include with report only upon request of OPUC Staff.				
6	Customer Service Center			
	a. Avg. no. of seconds to reach representative (after recording)			
	b. Calls from current Oregon Lifeline customers			
	c. Inquiries from Oregon non-Lifeline customers regarding Lifeline	N/A (note 6)	N/A (note 6)	N/A (note 6)
	d. Requests to change Lifeline calling plans			
7	Number of non-Lifeline customers in Oregon			

Exhibit G – Quarterly Report

QUARTERLY REPORT – OREGON LIFELINE
 Due by end of first month following end of quarter
 Complete for each of three months in quarter

Usage Characteristics Report – Lifeline Plans

		Plan A	Plan B	Plan C
1	No. of total active subscribers			
2	No. of subscribers that depleted all free minutes by month's end			
3	No. of subscribers that depleted all free minutes within first 15 days of the month			
4	Percentage of free units used for voice calls (customer average)			
5	Percentage of free units used for texts (customer average)			
6	Percentage of free minutes used for international calls (customer average)	N/A (note 7)	N/A (note 7)	N/A (note 7)
7	Number of customers who purchased additional voice units			
8	Average number of additional minutes purchased (for customers that purchased voice units)			
9	Number of customers who purchased data-only cards			
10	Number of customers who purchased text add-ons	Included in #7	Included in #7	Included in #7

Notes:

- (1) The number of calls reporting lost or stolen handsets will be reported until the number of handsets reported as lost or stolen can be quantified.
- (2) The number of calls reporting failures to receive handsets will be reported until the number of handsets that were reported as not received can be quantified.
- (3) The number of calls reporting defective handsets will be reported until the number of handsets that were reported as defective can be quantified.
- (4) This data will be provided to the extent that improvements to Boomerang's reporting system allow the documentation and reporting of the data.
- (5) Calls may be included in aggregate categories until details can be made available.
- (6) Boomerang does not use the telephone as an intake mechanism.
- (7) Boomerang does not permit free units to be used for international calling.