
BEFORE THE UTAH PUBLIC SERVICE COMMISSION

Petition of Uintah Basin Electronic Telecommunications, L.L.C. for Designation as an Eligible Telecommunications Carrier in the State of Utah for the Purpose of Offering Lifeline Service on a Wireless Basis

Docket No. 20-2620-01

**UINTAH BASIN ELECTRONIC
TELECOMMUNICATIONS, L.L.C.
STIPULATION AND SETTLEMENT
AGREEMENT**

STIPULATION AND SETTLEMENT AGREEMENT

COMES NOW, Uintah Basin Electronic Telecommunications, L.L.C. (“UBET” or the “Company”), the Division of Public Utilities (“DPU”), and the Office of Consumer Services (“OCS”) (collectively the “Stipulating Parties” or the “Parties”), through their undersigned representatives, enter into this Stipulation and Settlement Agreement (“Stipulation”) regarding the Petition filed by UBET in this docket. The Parties submit this Stipulation for approval by the Public Service Commission of Utah (the “Commission” or the “PSC”) pursuant to the Commission’s Rules of Practice and Procedure, Utah Code § 54-7-1.

PRELIMINARY STATEMENT

1. On May 8, 1997, the Federal Communications Commission (“FCC”) issued its Universal Service Report and Order, 12 FCC Rcd 8776 (1997) (“Universal Service Order”) implementing the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Federal Act”). The FCC provided further guidance on Eligible Telecommunications Carrier (“ETC”) designation in its Lifeline and Link Up Reform Order released February 6, 2012, Federal-State Joint Board on Universal Service, 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 12-11.¹

2. The Universal Service Order provides that only ETCs designated by a state public utilities commission (“State Commission”) shall receive federal universal service support. Under 47 U.S.C. § 214(e), a State Commission shall, upon its own motion or upon request, designate a common carrier that meets the requirements set forth by the FCC as an ETC for a service area designated by the State Commission. The FCC defines a service area as a geographic area established by a State Commission for the purpose of determining universal service obligations and support mechanisms.

3. To be designated as a federal ETC under the Federal Act, a carrier must: (1) be a common carrier; (2) demonstrate an intent and ability to provide the supported services set forth in 47 C.F.R. § 54.101(a) throughout its designated service areas; and (3) demonstrate an intent and ability to advertise its universal service offerings and the charges therefore, using media of general distribution. 47 U.S.C. § 214(e); Universal Service Order, 12 FCC Rcd at 8791.

4. The FCC’s supported services set forth in 47 C.F.R. § 54.101(a) are:
- a. voice grade access to the public switched telephone network or its functional equivalent;
 - b. minutes of use for local service provided at no additional charge to end users;
 - c. access to the emergency services provided by local government or other public safety organizations, such as 911 and enhanced 911, to the extent the local government in an eligible carrier’s service area has implemented 911 or enhanced 911 systems; and

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

d. toll limitation services to qualifying low-income consumers.

5. In areas served by a rural telephone company, the provision at 47 U.S.C. § 214(e)(2) further requires the Commission to determine that the designation of an additional ETC is in the public interest.

6. On June 10, 2020, UBET filed a Petition seeking Designation as an ETC in the State of Utah (“Petition”), Docket Number 20-2620-01. UBET’s Petition states that it seeks designation throughout the state in the rate centers identified on Exhibit 1 to the Petition.

7. UBET’s Petition sought designation as a wireless ETC in the State of Utah for the purpose of receiving (1) federal universal Lifeline support for qualifying Utah customers; (2) federal tribal universal service Lifeline support for qualifying Utah customers; and (3) Utah Lifeline Support from the Universal Public Telecommunications Service Support Fund (“UUSF”) for qualifying customers.

8. On July 15, 2020, UBET filed Direct Testimony of Karl Searle in support of its Petition.

9. UBET attests that it pays all state and local regulatory fees required by applicable laws of the State of Utah and that it is in compliance with all applicable legal requirements governing such fees. These include payment to the UUSF and 911 fees.

10. Other than the DPU and the OCS, which are afforded participation by Rule, no party has sought to participate in this docket and the deadline for filing a petition to intervene has expired.

11. The Parties have now reached agreement on the issues raised in this docket, as set forth herein. The Parties agree this Stipulation should have no legal effect outside of this docket.

AGREEMENT

WHEREFORE, based on their review of all the testimony and exhibits submitted and

upon their settlement discussions, the Parties hereby stipulate and agree as follows:

1. UBET is a commercial mobile radio service (“CMRS”) provider, and a common carrier as defined by 47 U.S.C. §332(c)(1)(A).
2. UBET provides wireless service in the Uintah Basin and throughout Utah using its own wireless facilities and through robust roaming agreements with other providers.
3. UBET seeks ETC designation for the purpose of receiving (1) federal universal Lifeline support for qualifying Utah customers; (2) federal tribal universal service Lifeline support for qualifying Utah customers; and (3) Utah Lifeline Support from the UUSF for qualifying customers.
4. UBET provides each of the supported services set forth in 47 C.F.R. § 54.101(a) and it has shown an intent and ability to offer those services once designated as an Eligible Telecommunications Carrier throughout its requested service areas.²
5. UBET meets the requirements for Federal ETC designation.
6. Section 214(e)(1)(A) of the Federal Communications Act requires that a carrier must use its own facilities or a combination of its own facilities and resale of another carrier’s facilities in order to provide universal service supported services. This requirement has come to be known as the "own facilities requirement." UBET does not seek forbearance from the "own facilities" requirement as the Company, for the most part, uses its own facilities to provide its wireless service, including its own cellular and personal communications services antennas, towers, and mobile switching offices.
7. UBET also satisfies the requirements for receiving State Lifeline support from the

² With respect to toll limitation, in its Lifeline and Link Up Reform Order, the FCC stated that toll limitation would no longer be deemed a supported service in the case of ETCs. See Lifeline and Link Up Reform Order at ¶¶ 49 and 367.

UUSF.

8. UBET's Lifeline product offering will offer service to qualifying low-income Utah customers that meets or exceeds both the Federal Communications Commission's Lifeline minimum service standards and the Commission's UUSF plan requirements set forth in Utah Administrative Code R746-8-403, which represents a benefit for those customers and is in the public interest.

9. UBET will offer a prepaid, unlimited nationwide talk, text, and data plan to Lifeline customers at the rate of \$26.99 per month. UBET will seek the federal per customer, per month federal reimbursement from the Universal Service Administrative Company ("USAC"), including the reimbursement for tribal customers.

10. UBET's Lifeline product offering will offer an additional choice of local providers offering a high quality service for low-income consumers, which represents a benefit for those consumers, furthers the statutory goal that basic service be available and affordable to all citizens of the state of Utah, and is in the public interest.

11. The Parties stipulate and agree that designating UBET as an ETC in the rate centers set forth in Exhibit 1 to the Petition serves the public interest, convenience and necessity, as defined in 47 U.S.C. § 214(e)(2).

12. The Parties stipulate and agree that UBET shall provide its ETC Lifeline universal service offerings in Utah pursuant to this Stipulation (including attachments). The Parties recommend that UBET's provision of its universal service offering as an ETC be governed by the following additional requirements:

A. UBET will use a Utah-specific fact sheet that provides customers concise and complete information about the services they will receive. Such fact sheet is attached hereto as Attachment 1. UBET will provide the fact sheet

to prospective new customer, each new customer at the time of enrollment, and to existing customers upon request. UBET will also make the fact sheet available for download by posting it on UBET's website. UBET agrees to promptly update the fact sheet anytime it changes its Utah Lifeline program offerings.

- B. UBET will receive \$3.50 per qualifying line per month pursuant to Utah Admin. Code R746-8-403 and Utah Code Ann. §54-8b-15.
- C. UBET will comply with all applicable state service quality and consumer protection requirements and the CTIA Consumer Code.
- D. UBET acknowledges that approval of the Petition and ongoing receipt of UUSF funds are conditioned upon the verified payment of all applicable state and local regulatory fees, including, but not limited to, universal service fees, emergency services, and relay services.
- E. UBET agrees to adopt any changes to the certification and verification process required by the FCC or by the Commission.
- F. Upon implementing any changes to its Lifeline offerings, UBET will timely file a notice with the DPU and OCS describing the changed plans.
- G. If UBET intends to expand the area in which it offers Lifeline services in Utah, it will timely file a notice with the Commission, DPU and OCS identifying and requesting approval for the expanded service area.

GENERAL PROVISIONS

- 1. The Parties stipulate to the admission into evidence in this docket of UBET's Petition, Pre-filed Testimony, and Exhibits. This Stipulation to the admission of the Testimony does not represent an agreement by the Parties as to any positions taken in such

Testimony.

2. Not all Parties agree that each aspect of this Stipulation is warranted or supportable in isolation. Utah Code Ann. § 54-7-1 (2018) authorizes the Commission to approve a settlement so long as the settlement is just and reasonable in result. While the Parties may not be able to agree that each specific component of this Stipulation is just and reasonable in isolation, all of the Parties agree that this Stipulation as a whole is just and reasonable in result and in the public interest.

3. All negotiations related to this Stipulation are confidential, and no Party shall be bound by any position asserted in negotiations. Except as expressly provided in this Stipulation, and in accordance with Utah Code Ann § 54-7-1, neither the execution of this Stipulation nor the order adopting it shall be deemed to constitute an admission or acknowledgment by any Party of the validity or invalidity of any principle; nor shall they be construed to constitute the basis of an estoppel or waiver by any Party; nor shall they be introduced or used as evidence for any other purpose in a future proceeding by any Party except in a proceeding to enforce this Stipulation.

4. The Parties agree that no part of this Stipulation or the formulae and methods used in developing the same or a Commission order approving the same shall in any manner be argued or considered as precedential in any future case except with regard to issues expressly called-out and resolved by this Stipulation. This Stipulation does not resolve and does not provide any inferences regarding, and the Parties are free to take any position with respect to, any issues not specifically called-out and settled herein.

5. The Parties request that the Commission hold a hearing on this Stipulation. The Parties will support the Commission's approval of this Stipulation. As applied to the DPU and the OCS, the explanation and support shall be consistent with their statutory authority and

responsibility.

6. The Parties agree that if any person challenges the approval of this Stipulation or requests rehearing or reconsideration of any order of the Commission approving this Stipulation, each Party will use its best reasonable efforts to support the terms and conditions of this Stipulation. As applied to the DPU and the OCS, the phrase “use its best reasonable efforts” means that they shall do so in a manner consistent with their statutory authority and responsibility. In the event any person seeks judicial review of a Commission order approving this Stipulation, no Party shall take a position in that judicial review proceeding in opposition to the Stipulation.

7. Except with regard to the obligations of the Parties under the four (4) immediately preceding paragraphs of this Stipulation, this Stipulation shall not be final and binding on the Parties until it has been approved without material change or condition by the Commission.

8. This Stipulation is an integrated whole, and any Party may withdraw from it if it is not approved without material change or condition by the Commission or if the Commission’s approval is rejected or materially conditioned by a reviewing court. If the Commission rejects any part of this Stipulation or imposes any material change or condition on approval of this Stipulation or if the Commission’s approval of this Stipulation is rejected or materially conditioned by a reviewing court, the Parties agree to meet and discuss the applicable Commission or court order within five (5) business days of its issuance and to attempt in good faith to determine if they are willing to modify the Stipulation consistent with the order. No Party shall withdraw from the Stipulation prior to complying with the foregoing sentence. If any Party withdraws from the Stipulation, any Party retains the right to seek additional procedures before the Commission, including presentation of testimony and cross-examination of witnesses, with respect to issues resolved by the Stipulation, and no party shall be bound or prejudiced by the terms

and conditions of the Stipulation.

9. This Stipulation may be executed by individual Parties through two (2) or more separate, conformed copies, the aggregate of which will be considered as an integrated instrument.

WHEREFORE, the Parties respectfully submit this Stipulation and Settlement Agreement for approval by the Commission and request that the Commission grant such approval.

Dated this 9th day of September, 2020.

FOR UNTAH BASIN ELECTRONIC
TELECOMMUNICATIONS, L.L.C.

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Kira M. Slawson (Sep 9, 2020 15:34 MDT)

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ATTACHMENT 1

Utah-specific Fact Sheet

IMPORTANT INFORMATION ABOUT YOUR STRATA NETWORKS WIRELESS LIFELINE SERVICE

STRATA Networks Lifeline Service is brought to you by STRATA Networks, which is a dba of Uintah Basin Electronic Telecommunications, L.L.C. This service includes the provision of a discounted E911 compliant wireless handset. This government sponsored Lifeline telephone service is subject to continuing eligibility and annual recertification. Only one Lifeline subsidy per household is allowed; your participation in this program requires that you do not receive Lifeline subsidy on any other phone, either wireless or wireline. A household, for purposes of the Lifeline program, is defined as any individual or group of individuals who live together at the same address and share income and expenses. If you no longer receive the low-income assistance or your income exceeds the qualifying amount, you must notify STRATA Networks. As a recipient of Lifeline service, you may not give away or sell this phone, nor transfer your service to any other individual.

- Your enrollment in the program will be for 12 months (unless your eligibility status changes, you select a different carrier, or there is no activity on your phone for (30) consecutive days).
- You will receive unlimited talk, unlimited text messaging, and unlimited data for each 30-day period. Data speeds will be restricted to 3G/1x speeds if more than 5 GB of data usage occurs in a 30-day period.
- To contact STRATA Networks customer service, please call (435)622-5007 or you may visit www.stratanetworks.com and chat with a live customer service representative.
- Emergency calls to 911 can be made even if you have no balance remaining on your account.
- Before the end of 12 months the National Verifier will verify your continued eligibility for Lifeline support. If your continued eligibility for Lifeline support cannot be determined by accessing the appropriate eligibility or income databases, the National Verifier may request a signed certification from you verifying that you are still eligible for Lifeline support to continue to receive your discounted service.

YOU ARE ENCOURAGED TO READ YOUR WELCOME KIT CAREFULLY FOR COMPLETE DETAILS REGARDING YOUR STRATA NETWORKS LIFELINE SERVICE.