

BEFORE THE UTAH PUBLIC SERVICE COMMISSION

Petition of Assist Wireless, LLC )  
For Designation as an Eligible )  
Telecommunications Carrier for the ) Docket No. 18-2597-01  
Purpose of Offering Lifeline )  
Service on a Wireless Basis )

**STIPULATION AND SETTLEMENT AGREEMENT**

COMES NOW Assist Wireless, LLC (“Assist”), the Utah Division of Public Utilities (“DPU”), and the Utah 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 Assist 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 Admin. Code R746-1.

**INTRODUCTION**

1. Assist was designated as an Eligible Telecommunications Carrier (“ETC”) in Utah in Docket No. 17-2597-01 and has retained its ETC status in Utah.
2. On May 7, 2018, Assist filed a Petition to amend its designation as an ETC to receive Utah Universal Public Telecommunications Service Support Fund (“Utah USF”) support for its Lifeline service offerings in order to provide enhanced Lifeline service to qualifying low income customers.
3. A scheduling conference was held on May 21, 2018, and a schedule was set.
4. On June 22, 2018, Assist filed Direct Testimony of Byron Young on behalf of Assist.

5. Utah Rural Telecom Association petitioned for intervention on July 16, 2018. Intervention was granted on August 6, 2018.

6. Utah Rural Telecom Association is not a party to this Stipulation but has represented that it does not oppose the Stipulation.

7. On September 14, 2018, the Division moved to modify the schedule.

8. On September 17, 2018, the Commission granted the Division's Motion.

9. On October 3, 2018, Assist filed an amended Petition and amended Testimony of Byron Young. Subsequent amended Petitions and Testimony were filed on October 5, 2018 and October 16, 2018.

10. Assist 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 payments to the Utah Universal Service Support Fund and the Utah Prepaid Wireless 911 Service Charge.

11. The Parties to this Stipulation 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 the testimony and exhibits submitted and upon their settlement discussions, the Parties hereby stipulate and agree as follows:

1. Assist seeks an amendment to its ETC designation authorizing Assist to obtain Utah USF funds so that it may provide an enhanced Lifeline service to qualifying low-income Utah customers.

2. Assist is a wireless telecommunications provider eligible for distributions from the Utah USF for its Lifeline program.

3. Assist's Lifeline product offering will offer an enhanced service to Utah customers that exceeds the Federal Communications Commission's Lifeline requirements, which represents a benefit for those customers and is in the public interest.

4. Assist's Lifeline program furthers the statutory goal that basic service be available and affordable to all citizens of the state of Utah.

5. Assist, as a condition of receipt of Utah USF support, will offer enhanced Lifeline service to qualifying low-income Utah residents.

6. Assist's enhanced Lifeline program offering in Utah will offer customers the option of a free smartphone from Assist with a bundled mobile broadband data and voice plan that includes 1000 voice minutes, 1000 text messages, and 2 GB of mobile broadband data service at a minimum of 3G speed. The voice portion of the bundled plan will include voicemail, caller ID, and national long distance calling without toll charges.

7. On and after December 1, 2019, the FCC's minimum monthly service standard will be calculated in accordance with the formula contain in FCC's Minimum Service Standard Rule, 47 C.F.R. § 54.408(c)(2)(ii)(A)-(D), (c)(2)(iii). As of the date of changes, Assist will change the amount of mobile broadband data offered to its Lifeline customers to conform with the amount calculated pursuant to this rule. Assist will notify parties of such changes consistent with paragraph 8.F. below.

8. The Parties stipulate and agree that Assist shall provide its ETC Lifeline universal service offerings in Utah pursuant to this Stipulation (including attachment). Assist's provision of

its universal service offering as an ETC shall be governed by the following additional requirements:

- A. Assist will maintain 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. Assist will provide the fact sheet to prospective new customers, each new customer at the time of enrollment, and to existing customers upon request and will make the fact sheet publicly available for download by posting it on the Assist website. Assist agrees to promptly update the fact sheet anytime it changes its Utah Lifeline program.
- B. Assist 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. Assist will comply with all applicable state service quality and consumer protection requirements.
- D. Approval of Assist's Petition and ongoing receipt of Utah USF funds is conditioned upon the verified payment of all applicable state and local regulatory fees, including, but not limited to, universal service fees (subject to Utah Admin. Code R746-8-403), emergency services, and relay services.
- E. Assist agrees to adopt any changes to the Lifeline certification and verification process required by the Federal Communications Commission or by the PSC.
- F. Upon implementing any changes to its Lifeline offerings, Assist will timely file a notice with the Commission, DPU and OCS describing the changed plans.
- G. Assist is not seeking to modify its ETC service territory. If Assist intends to modify the area in which it offers Lifeline services in Utah, Assist will timely

file a notice with the Commission, DPU and OCS identifying and requesting approval for modification in service area.

### **GENERAL PROVISIONS**

1. The Parties stipulate to the admission into evidence in this docket of Assist's Petition, pre-filed Testimony and Exhibits, and Amended Petition, 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, 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.

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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 13<sup>th</sup> day of Nov, 2018

FOR ASSIST WIRELESS, LLC

  
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Michele Beck, Director  
OFFICE OF CONSUMER SERVICES  
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## **Attachment 1**

**IMPORTANT INFORMATION ABOUT YOUR  
ASSIST WIRELESS AND TELECOMMUNICATIONS COMPANY LIFELINE SERVICE**

ASSIST LIFELINE is brought to you by ASSIST WIRELESS and includes the provision of a free E911 compliant wireless handset with a free voicemail account and custom calling features such as caller ID and call waiting. This government sponsored Lifeline telephone service is subject to your continuing eligibility and annual recertification. Only one Lifeline subsidy per household is allowed; your participation in this program requires that you or anyone in your household do not receive a Lifeline subsidy on any other phone, either wireless or wireline. If you no longer participate in the low-income assistance program under which you originally qualified or if your income exceeds the qualifying amount, you must notify Assist Wireless immediately. As a recipient of Lifeline service you may not give away or sell this phone; Lifeline service is non-transferrable.

- 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. Your enrollment may be renewed based on your yearly re-certification of Lifeline eligibility.
- Assist offers a single plan of 1000 minutes, unlimited text messages, and 2GB of data at no cost. This offer may increase but will not decrease. Assist Wireless will inform you of any changes. You must qualify and follow the procedures provided to you by Assist Wireless to receive free minutes:
- Unused minutes in any 30-day month do not carry over to the next month.
- Minutes will be charged for both outgoing and incoming calls.
  - There is no charge for calls to directory assistance, however the duration of the call, including time you are on hold, will count as minutes used.
  - Emergency calls to 911 will not count against your minutes and can be made even if you have no remaining minutes.
  - Calls to Assist Wireless customer service using 611 will not count against your minutes.
  - Partial minute usage is rounded up.
- Text messages will be charged as provided in the particular plans. Text messages will be charged for both outgoing and incoming text messages. If a plan provides for a limited number of text messages, then customers who have reached that limit will be unable to text further unless they purchase additional text messages as outlined below. To contact an Assist Wireless customer service representative, please dial 611 from your Assist Wireless handset or dial Assist Wireless's toll-free number 1- 1-855-392-7747.

- Additional minutes, text, and data can be added by calling Assist Wireless customer service or visiting a local Utah retailer. Additional minutes, text, and data are available for thirty (30) days from purchase, and will not carry over into the next month. Additional minutes, text, and data can be used as follows:
  - Purchase 100 voice minutes for \$4.00
  - Purchase 200 voice minutes for \$8.00
  - Purchase 400 voice minutes for \$11.00
  - Purchase 1000 voice minutes for \$20.00
  - Purchase 1000 texts for \$5.00
  - Purchase 2000 texts for \$10.00
  - Purchase 4000 texts for \$16.00
  - Purchase 100 voice minutes and 1000 texts for \$7.00
  - Purchase 250 voice minutes and 2500 texts for \$13.00
  - Purchase 500 voice minutes and 5000 texts for \$19.00
  - Purchase 100MB data for \$4.00
  - Purchase 100MB data for \$16.00
  - Purchase 100MB data for \$20.00
- At the end of 12 months Assist Wireless will contact you to verify that you are still eligible for Lifeline support to continue to receive free minutes monthly. You must respond to Assist Wireless or you will automatically be de-enrolled from the Lifeline program.
- If you have purchased additional airtime and have remaining minutes and days of service at the end of your Lifeline eligibility, you will be subject to the Terms and Conditions of Assist Wireless's retail wireless services.
- Your wireless Lifeline service from Assist Wireless is governed by Assist Wireless's Lifeline Terms and Conditions, which will be provided to you upon service initiation, and are available at: <https://www.assistwireless.com/privacy-terms>.

**YOU ARE ENCOURAGED TO READ ALL MATERIALS PROVIDED TO YOU CAREFULLY FOR COMPLETE DETAILS REGARDING YOUR ASSIST WIRELESS LIFELINE SERVICE.**