

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

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In the Matter of the Petition of Sage Telecom  
Communications, LLC d/b/a TruConnect

for Designation as an Eligible Telecommunications  
Carrier in the State of Utah

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) Docket No. 18-2601-01  
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**SAGE TELECOM COMMUNICATIONS, LLC D/B/A TRUCONNECT'S  
SUBMISSION OF DIRECT TESTIMONY AND EXHIBITS**

Sage Telecom Communications, LLC d/b/a TruConnect (“TruConnect”), by counsel, files its Direct Testimony and Attachments with the Public Service Commission of Utah (“Commission”) in the above-referenced docket. TruConnect’s Direct Testimony and Attachments include the testimony of Nathan Johnson and Attachments 1–2, inclusive, identified therein.

Respectfully submitted this 27<sup>th</sup> day of April, 2018.

/s/ Burton F. Peebles

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d/b/a TruConnect*

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**DIRECT TESTIMONY OF NATHAN JOHNSON**

1   **Q1:   WHAT IS YOUR NAME AND OCCUPATION?**

2   **A:**   My name is Nathan Johnson. I am Co-Chief Executive Officer of Sage Telecom  
3           Communications, LLC d/b/a TruConnect (hereinafter referred to as “TruConnect”  
4           or the “Company”).

5   **Q2:   PLEASE PROVIDE A BRIEF DESCRIPTION OF TRUCONNECT.**

6   **A:**   TruConnect is a Texas Limited Liability Company with its principal office located  
7           at 1149 S. Hill Street, Suite H-400, Los Angeles, California 90015. TruConnect  
8           is a reseller of commercial mobile radio service (“CMRS”) throughout the United  
9           States. Sage Telecom Communications, LLC is a subsidiary of TSC Acquisition  
10          Corporation (“TSC”) and was formerly known as Sage Telecom, Inc. before a  
11          corporate restructuring in 2012. TSC also owns TruConnect Communications,  
12          Inc. (“TruConnect, Inc.”), formerly Telscape Communications, Inc., and the  
13          owners of TSC separately own TruConnect Mobile, LLC, which sells mobile  
14          Internet devices. TruConnect provides prepaid wireless telecommunications  
15          services to consumers by using the underlying wireless networks of

1 Sprint Spectrum, L.P. (“Sprint”), Verizon Wireless (“Verizon”), and/or  
2 T Mobile USA, Inc. (“T-Mobile”) (collectively, “Underlying Carriers”) on a  
3 wholesale basis to offer nationwide service. TruConnect obtains from its  
4 Underlying Carriers the network infrastructure and wireless transmission facilities  
5 to allow the Company to operate as a Mobile Virtual Network Operator  
6 (“MVNO”).

7 **Q3: WHAT TYPES OF SERVICES DOES THE COMPANY PROVIDE?**

8 **A:** TruConnect provides prepaid wireless services that are affordable, easy to use,  
9 and attractive to low-income and lower-volume consumers, providing such  
10 consumers with access to emergency services and a reliable means of  
11 communication that can be used both at home and while traveling to remain in  
12 touch with friends and family and for contacting prospective employers.  
13 TruConnect offers consumers simple and affordable prepaid calling plans, a  
14 variety of prepaid service plans, easy-to-use handsets, and high-quality customer  
15 service.

16 **Q4: WHAT IS THE NATURE OF TRUCONNECT’S REQUEST?**

17 **A:** TruConnect requests designation as an Eligible Telecommunications Carrier  
18 (“ETC”) in Utah solely to provide Lifeline service to qualifying Utah consumers;  
19 it will not seek access to funds from the federal Universal Service Fund (“USF”)  
20 for the purpose of participating in the Link-Up program or providing service to  
21 high cost areas. The Company does not seek access to state USF in the instant  
22 petition.

23

1 **Q5: DOES TRUCONNECT CURRENTLY PROVIDE WIRELESS**  
2 **TELECOMMUNICATIONS SERVICE IN UTAH?**

3 **A:** Yes, TruConnect currently provides non-Lifeline wireless services in Utah.

4 **Q6: WILL TRUCONNECT PAY ALL APPLICABLE REGULATORY FEES?**

5 **A:** Yes, TruConnect commits to pay all applicable state and local regulatory fees,  
6 including but not limited to universal service fees, emergency services, and relay  
7 services.

8 **Q7: IN WHAT SERVICE AREAS IS TRUCONNECT SEEKING**  
9 **DESIGNATION AS AN ETC?**

10 **A:** TruConnect requests designation as an ETC that is statewide in scope, to allow  
11 the Company to provide Lifeline service wherever its underlying facilities-based  
12 providers—its Underlying Carriers—have wireless coverage. The Company’s  
13 current zip code coverage footprint and corresponding list of covered exchanges  
14 was included as Exhibit 5 of the Company’s Petition.

15 **Q8: HOW ARE TRUCONNECT’S SERVICES DIFFERENT FROM OTHER**  
16 **CARRIERS’ OFFERINGS?**

17 **A:** Many TruConnect customers are from low-income backgrounds and have not  
18 previously had access to high-quality wireless services because of financial  
19 constraints or poor credit history. TruConnect neither conducts credit checks nor  
20 require customers to enter into long-term service contracts as a prerequisite to  
21 obtaining wireless service. TruConnect intends to be a leader in the prepaid  
22 marketplace by offering consumers exceptional value and competitive amounts of  
23 voice and/or broadband usage at all price points. In fact, TruConnect’s Lifeline

1 rate plans, which I will discuss in more detail later in my testimony, provide more  
2 benefits than the plans of other ETCs currently operating in the market.  
3 While there are other plan options that provide either 750 voice minutes *or* 1  
4 gigabyte (“GB”) data for \$0.00 after application of Lifeline support, TruConnect  
5 would be the only ETC offering both 750 voice minutes *and* 1 GB data for \$0.00.  
6 Furthermore, TruConnect’s discounted bundled plans with unlimited talk, text,  
7 and data (ranging from 1.5 GB to 5 GB) are highly competitive with other ETCs.  
8 For example, a Lifeline customer paying the lowest advertised competitor price  
9 for unlimited talk, text, and 1.5 GB data would currently pay \$20.00, whereas this  
10 same level of benefits would only cost \$15.00 per month with TruConnect’s  
11 Lifeline service.

12 In addition to wholly-supported mobile voice and/or broadband services,  
13 TruConnect will also provide Lifeline customers with a free handset or SIM card,  
14 and access to custom calling features at no additional charge. Also, calls to  
15 TruConnect’s customer service and calls to 911 emergency services are always  
16 free of charge, regardless of service activation or availability of minutes.  
17 The Company does not apply an activation fee to Lifeline customers, and  
18 customers are not bound by a local calling area requirement. All TruConnect  
19 plans come with domestic, long-distance at no extra charge and exceptional  
20 nationwide digital coverage.

21 **Q9: DOES TRUCONNECT SATISFY THE REQUIREMENTS FOR ETC**  
22 **DESIGNATION IN UTAH?**

23 **A:** Yes. TruConnect satisfies all of the requirements for ETC designation contained

1 in both federal and state regulations. Section 214(e)(1) of the Act and  
2 Section 54.201(d) of the FCC’s rules provide that applicants for ETC designation  
3 must be common carriers that will offer all of the services supported by universal  
4 service, either using their own facilities or a combination of their own facilities  
5 and the resale of another carrier’s services, except where the FCC has forbore  
6 from the “own facilities” requirement. Applicants also must commit to advertise  
7 the availability and rates of such services and provide additional information set  
8 forth in 47 C.F.R. § 54.202(a). TruConnect satisfies each of the above-listed  
9 requirements.

10 CMRS resellers like TruConnect are treated as common carriers for  
11 regulatory purposes. TruConnect recognizes that Section 214(e)(1)(A) of the  
12 Communications Act of 1934, as amended (the “Act”), provides that ETCs shall  
13 offer services, at least in part, over their own facilities and that the Federal  
14 Communications Commission’s (“FCC”) Rules (47 C.F.R. § 54.201(i)) prohibit  
15 state commissions from designating as an ETC a telecommunications carrier that  
16 offers services exclusively through the resale of another carrier’s services.  
17 However, the FCC granted forbearance from enforcement of  
18 Section 214(e)(1)(A)’s facilities requirement to carriers seeking Lifeline-only  
19 ETC designation.<sup>1</sup> In accordance with the *Lifeline and Link Up Reform Order*,  
20 TruConnect filed its Compliance Plan, which the FCC approved on  
21 December 26, 2012. A copy of the approved Compliance Plan was attached to

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<sup>1</sup> 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*”) ¶ 368.

1 the Company's Petition as Exhibit 3. TruConnect commits to providing Lifeline  
2 service in Utah in accordance with said approved Compliance Plan and in  
3 compliance with applicable state and federal regulations, to the extent  
4 amendments thereto may supersede commitments made in the Compliance Plan.  
5 47 U.S.C. § 160(e) provides the following: "[a] State commission may not  
6 continue to apply or enforce any provision of this chapter that the [Federal  
7 Communications] Commission has determined to forbear from applying under  
8 subsection (a) of this section." As such, the Public Service Commission of Utah  
9 ("Commission") is required to act in accordance with the FCC's grant of  
10 forbearance, and therefore may not apply the facilities-based requirement to  
11 TruConnect.

12 **Q10: HAS TRUCONNECT BEEN DESIGNATED AS AN ETC IN ANY OTHER**  
13 **STATES?**

14 **A:** Yes. TruConnect is currently designated as a wireless ETC in Arkansas,  
15 California, Colorado, Georgia, Indiana, Iowa, Kansas, Kentucky, Louisiana,  
16 Maryland, Michigan, Minnesota, Missouri, Nebraska, Nevada, Ohio, Oklahoma,  
17 Pennsylvania, South Carolina, Texas, and West Virginia.

18 **Q11: WHAT FUNCTIONS WILL TRUCONNECT OFFER TO SUBSCRIBERS**  
19 **ONCE GRANTED ETC STATUS?**

20 **A:** TruConnect will offer all supported services required by FCC's Rules  
21 (47 C.F.R. § 54.101(a)), which consist of voice telephony service and broadband  
22 service. Eligible broadband Internet access services ("BIAS") must provide "the  
23 capability to transmit data to and receive data from all or substantially all Internet

1 endpoints, including any capabilities that are incidental to and enable the  
2 operation of the communications service, but excluding dial-up Internet access  
3 service.” TruConnect provides BIAS via resale of its Underlying Carriers’  
4 wireless services. Eligible Voice Telephony Services must provide the following:

5 a. *Voice-grade access to the public switched network.* TruConnect  
6 meets this requirement by providing voice grade access to the public  
7 switched telephone network through the purchase of wholesale CMRS  
8 services from its facilities-based Underlying Carriers.

9 b. *Minutes of Use for Local Service.* ETCs must provide minutes of  
10 use for local service provided at no additional charge to end users.  
11 TruConnect offers a variety of rate plans that provide its customers with  
12 minutes of use for local service at no additional charge.

13 c. *Access to emergency services.* ETCs must provide access to the  
14 emergency services provided by local government or other public safety  
15 organizations, such as 911 and enhanced 911 (E911), to the extent the  
16 local government in an eligible carrier’s service area has implemented  
17 911 or E911 systems. TruConnect provides 911 and E911 access for all  
18 of its customers, and TruConnect will continue to comply with all FCC  
19 E911 requirements applicable to wireless resellers, including the FCC’s  
20 regulations governing the deployment and availability of E911  
21 compatible handsets.

22 d. *Toll limitation for qualifying low-income consumers.* The FCC  
23 has stated that toll limitation would no longer be deemed a supported



1 service. Nonetheless, TruConnect's offerings inherently allow Lifeline  
2 customers to control their usage, as its wireless service is offered on a  
3 prepaid basis. Moreover, the nature of TruConnect's service mitigates  
4 the need for toll control. TruConnect's service is not offered on a  
5 distance-sensitive basis, and minutes are not charged separately for local  
6 or domestic, long-distance services. TruConnect will not seek  
7 reimbursement for toll limitation service.

8 **Q12: WILL TRUCONNECT COMPLY WITH APPLICABLE SERVICE**  
9 **REQUIREMENTS?**

10 **A:** Yes. In accordance with 47 C.F.R. § 54.202(a)(1)(i), TruConnect commits to  
11 comply with the service requirements applicable to the low-income support that it  
12 receives. TruConnect commits that its Lifeline-supported services will meet or  
13 exceed the minimum service standards set forth in 47 C.F.R. § 54.408, including  
14 as they change going forward. Because TruConnect seeks ETC designation in  
15 order to provide supported services only under subpart E of Part 54 of the FCC's  
16 Rules, submission of a five-year plan under 47 C.F.R. § 54.202(a)(1)(ii) is not  
17 required.

18 **Q13: IS TRUCONNECT ABLE TO REMAIN FUNCTIONAL IN EMERGENCY**  
19 **SITUATIONS?**

20 **A:** Yes. In accordance with 47 C.F.R. § 54.202(a)(2), TruConnect has the ability to  
21 remain functional in emergency situations. Through its agreements with its  
22 Underlying Carrier(s), TruConnect provides to its customers the same ability to  
23 remain functional in emergency situations as currently provided by the

1 Underlying Carrier(s) to their own customers, including access to a reasonable  
2 amount of back-up power to ensure functionality without an external power  
3 source, the ability to reroute traffic around damaged facilities, and the capability  
4 of managing traffic spikes resulting from emergency situations.

5 **Q14: WILL TRUCONNECT SATISFY APPLICABLE CONSUMER**  
6 **PROTECTION AND SERVICE QUALITY STANDARDS?**

7 **A:** Yes, TruConnect's service is of the same quality and reliability as that of its  
8 Underlying Carriers. Under FCC guidelines (47 C.F.R. § 54.202(a)(3)), an ETC  
9 applicant must demonstrate that it will satisfy applicable consumer protection and  
10 service quality standards, and wireless applicants may satisfy this requirement  
11 with a commitment to comply with the Cellular Telecommunications and Internet  
12 Association's ("CTIA") Consumer Code for Wireless Service. The Company  
13 hereby commits to comply with the CTIA Consumer Code for Wireless Service, a  
14 copy of which is attached hereto as Attachment 1.

15 **Q15: IS TRUCONNECT FINANCIALLY AND TECHNICALLY CAPABLE?**

16 **A:** Yes, TruConnect is financially and technically capable of providing  
17 Lifeline-supported services in accordance with 47 C.F.R. § 54.202(a)(4).  
18 The Company has been offering telecommunications service since 1998, and it  
19 began providing non-Lifeline wireless service in October 2012 and  
20 Lifeline-supported wireless service in May 2013. TruConnect already  
21 successfully provides wireless services nationwide, including Lifeline services in  
22 fifteen (15) states (TruConnect is in the process, over the next few months, of  
23 launching its wireless Lifeline service in the remaining states in which it has been

1 designated as an ETC). TruConnect has not been subject to enforcement  
2 sanctions, and TruConnect has been subject to only one (1) ETC revocation  
3 proceeding as explained below.

4 In a Memorandum dated October 18, 2017 in Docket No. 3005-TI-102,  
5 the Public Service Commission of Wisconsin (“WI PSC”) Staff noted concerns  
6 that the Company was not providing Lifeline service in Wisconsin and may have  
7 failed to inform the WI PSC of changes to contact numbers and web sites.  
8 TruConnect acknowledges that the Company should have informed the WI PSC  
9 of changes to contact numbers and web sites, a process which was overlooked due  
10 to internal restructuring and employee turnover in 2016 and 2017. TruConnect  
11 has put measures in place to ensure consistent, timely compliance going forward  
12 by contracting with the following independent third-party compliance vendors:  
13 FAS Tek Compliance Solutions, Inc., for ongoing regulatory compliance and  
14 reporting; Expert Telecom Compliance, Inc., for ETC-specific compliance;  
15 Telecom Professionals, Inc., for ongoing sales and use tax and E-911 compliance;  
16 and Lance J.M. Steinhart, P.C., for legal and regulatory services, including  
17 maintaining current contact information with regulatory entities, as well as legal  
18 advice regarding operations, marketing and compliance, rate changes and service  
19 area expansions, state and federal ETC Lifeline rulemakings and rule changes,  
20 and general monitoring of Lifeline notices and proceedings that could potentially  
21 affect TruConnect. These third-party vendors will provide industry expertise and  
22 add a layer of accountability and protection, regardless of unforeseen internal  
23 personnel changes; although, in addition, the Company has dedicated staff to

1 work with these aforementioned compliance providers. Regrettably, as a result of  
2 TruConnect not updating its address with the WI PSC, the Company did not  
3 receive notice of the proceeding and proposed revocation of its ETC designation,  
4 and therefore the Company's Wisconsin ETC designation was revoked effective  
5 December 19, 2017 without any input or response from TruConnect. TruConnect  
6 has since re-filed for ETC designation in Wisconsin.

7 The Company has operated as a telecommunications carrier for 20 years  
8 and has never had to file for bankruptcy protection, and is supported by the  
9 resources of its parent, TSC Acquisition Corporation. TruConnect does not, and  
10 does not intend to, offer exclusively Lifeline-supported services—and  
11 TruConnect is therefore not exclusively dependent on USAC for its revenue.  
12 The result of TruConnect's efforts is that it is a profitable, liquid company, fully  
13 capable of honoring all its service obligations to customers and regulatory  
14 obligations to state and federal regulators. Furthermore, the senior management  
15 of TruConnect has great depth in the telecommunications industry and offers  
16 extensive telecommunications business technical and managerial expertise to the  
17 Company. Key management bios were attached to the Company's Petition as  
18 Exhibit 6.

19 **Q16: WHAT ARE THE RATES AND TERMS OF TRUCONNECT'S LIFELINE**  
20 **SERVICE OFFERING?**

21 **A:** Attachment 2 is a summary table of the Company's proposed Lifeline offering,  
22 showing that Lifeline customers can receive 750 voice minutes, unlimited text  
23 messages, and 1 GB of data usage per month at a net cost of \$0.00 after

1 application of Lifeline support, or choose from plan options with unlimited voice  
2 minutes and higher amounts of data for discounted rates between \$15.00 to  
3 \$35.00 per month for eligible customers. Customers will also be able to purchase  
4 additional minutes or data as needed.

5 In addition to wholly-supported or discounted wireless services, prepaid  
6 Lifeline customers will receive a free SIM card or handset that meets the  
7 equipment requirements set forth in 47 C.F.R. § 54.408, as well as access to voice  
8 mail, caller I.D., call forwarding, 3-way calling, and call waiting features at no  
9 additional charge. Customers may use their minutes to place domestic,  
10 long-distance calls at no additional charge, and calls to the Company's customer  
11 service are free with no deduction of available minutes. Calls to 911 emergency  
12 services are always free, regardless of service activation or availability of  
13 minutes. As Attachment 2 demonstrates, the Company's Lifeline offering will  
14 not only allow feature-rich mobile connectivity for qualifying subscribers at no  
15 cost to the subscriber, but also will bring a variety of rate plans into the reach of  
16 eligible customers that are comparable in minutes and features to those available  
17 to post-paid wireless subscribers—but at low Lifeline rates and without a the  
18 burden of credit checks or service contracts. Therefore, TruConnect's prepaid  
19 offering will be an attractive alternative for consumers who need the mobility,  
20 security, and convenience of a wireless phone, but who are nonetheless concerned  
21 about usage charges or long-term contracts.

22

1 **Q17: HOW WILL CUSTOMERS KNOW IN ADVANCE THE AMOUNT OF**  
2 **BENEFITS THEY WILL HAVE AND WHEN MORE WILL BE ADDED?**

3 **A:** Lifeline customers will be given materials at enrollment that describe the plan  
4 benefits they have chosen and when the benefits will be replenished. TruConnect  
5 customers can check the balance of their plan benefits either online or by calling  
6 customer service (by dialing 611).

7 **Q18: WHAT HAPPENS TO THE CUSTOMER'S PHONE SERVICE AFTER**  
8 **THE MONTHLY PLAN BENEFITS HAVE BEEN UTILIZED?**

9 **A:** All TruConnect Lifeline plans include unlimited text messaging and calls to  
10 TruConnect customer service and 911 regardless of account balance, and  
11 TruConnect sends courtesy low-balance alerts when customers approach low  
12 voice or data balances. Once the included, monthly allotment of voice minutes  
13 and data have been exhausted, customers will either have to wait until the next  
14 month for a new allotment of benefits, or they can purchase additional minutes or  
15 data at flexible and affordable amounts at any time.

16 **Q19: HOW DOES TRUCONNECT INTEND TO ADVERTISE THE**  
17 **AVAILABILITY OF THE SUPPORTED SERVICES?**

18 **A:** TruConnect will advertise the availability and rates for the services described  
19 above using media of general distribution as required by Section 54.201(d)(2) of  
20 the FCC's regulations. TruConnect will comply with requirements set forth in the  
21 FCC's *Lifeline and Link Up Reform Order*, as outlined in the Company's  
22 FCC-approved Compliance Plan. The Company will advertise its services in a  
23 manner reasonably designed to reach those likely to qualify for Lifeline services,

1 using mediums for outreach such as print advertisements, direct marketing, social  
2 media, and the Internet. The Company will engage in advertising campaigns  
3 specifically targeted to reach those likely to qualify for Lifeline service,  
4 promoting the availability of cost-effective wireless services to this neglected  
5 consumer segment. TruConnect may also promote the availability of its Lifeline  
6 offering by distributing brochures at various state and local social service  
7 agencies, and TruConnect may partner with nonprofit assistance organizations in  
8 order to inform customers of the availability of its Lifeline service. In addition,  
9 TruConnect intends to utilize its network of retail partners, once established, to  
10 help promote the availability of its Lifeline plans, especially retail outlets that are  
11 frequented by low-income consumers. TruConnect will provide retail vendors  
12 with signage to be displayed wherever Company products are sold, and with  
13 printed materials describing the Company's Lifeline program.

14 TruConnect will explain in clear, easily understood language the following  
15 disclosures in all marketing materials related to the supported service: (a) that the  
16 service is a Lifeline-supported service; (b) that only eligible consumers may  
17 enroll in the program; (c) what documentation is necessary for enrollment; and  
18 (d) that the benefit is limited to one per household, consisting of either wireline or  
19 wireless service, and is non-transferrable. TruConnect will also explain that  
20 Lifeline is a government benefit program and willfully making false statements to  
21 obtain Lifeline benefits may be punished by fine or imprisonment or result in  
22 being barred from the program. Additionally, TruConnect will disclose the  
23 company name under which it does business and the details of its Lifeline service

1 offerings in any Lifeline-related marketing and advertising.

2 **Q20: HOW WILL CUSTOMERS ENROLL IN TRUCONNECT'S LIFELINE**  
3 **SERVICE?**

4 **A:** Customers interested in obtaining information on the Lifeline program will be  
5 directed to a toll-free telephone number and to the Company's website  
6 (www.truconnect.com), which will contain information regarding the Company's  
7 Lifeline service plans, including a detailed description of the program and  
8 eligibility criteria. Customers may then request that an enrollment form be  
9 mailed to them, or they can begin the application process online or over the  
10 phone. The Company's certification form will require all consumers, at sign-up  
11 and annually thereafter, to provide the information and certifications, under  
12 penalty of perjury, required by 47 C.F.R. § 54.410(d). More detailed enrollment  
13 information was provided in the Company's FCC-approved Compliance Plan.  
14 TruConnect will annually re-certify the continued eligibility of all of its Lifeline  
15 customers.

16 **Q21: WILL TRUCONNECT COMPLY WITH LIFELINE CERTIFICATION**  
17 **AND VERIFICATION REQUIREMENTS?**

18 **A:** Yes. TruConnect will certify and verify consumer eligibility in accordance with  
19 47 C.F.R. § 54.410, utilizing the streamlined eligibility criteria implemented by  
20 the *Lifeline Modernization Order*<sup>2</sup> (see 47 C.F.R. § 54.409), and will annually  
21 re-certify the continued eligibility of all of its subscribers. The Company will also

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<sup>2</sup> *In the Matter of Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund*, WC Docket No. 11-42, WC Docket No. 00-197, WC Docket No. 10-90, Third Report and Order, Further Report and Order, and Order on Reconsideration, FCC 16-38 (rel. Apr. 27, 2016) (hereinafter, "*Third Report and Order*" or "*Lifeline Modernization Order*").



1 comply with applicable Commission requirements, including the certification and  
2 verification process developed within Commission Docket No. 10-2528-01 to the  
3 extent such processes do not contradict FCC rules.

4 **Q22: HAS TRUCONNECT MADE ANY COMMITMENTS TO COMBAT**  
5 **WASTE, FRAUD, AND ABUSE OF THE PROGRAM?**

6 **A:** TruConnect recognizes the importance of safeguarding the USF. TruConnect  
7 complies with the requirements of the National Lifeline Accountability Database  
8 (“NLAD”) and section 54.404 of the FCC’s rules. As such, the Company (or  
9 Eligibility Administrator, where applicable) queries the NLAD for every enrollment  
10 to determine whether a prospective subscriber is currently receiving a Lifeline  
11 service from TruConnect or any other ETC, and whether anyone else living at the  
12 prospective subscriber’s residential address is currently receiving Lifeline service.  
13 The FCC has taken steps to further curb abuse in the Lifeline program by  
14 establishing the National Lifeline Eligibility Verifier (“National Verifier”), which  
15 transfers the responsibility of eligibility determination away from Lifeline providers.  
16 TruConnect will rely on the National Verifier, once in place, to determine initial  
17 and ongoing eligibility of Utah Lifeline subscribers.

18 To further protect the integrity of the USF, TruConnect contracts with a  
19 third-party Lifeline service bureau, currently CGM, LLC (“CGM”), to edit all  
20 subsidy request data. CGM processes and validates the Company’s subsidy data  
21 to prevent: (1) Duplicate Same-Month Lifeline Subsidies (Double Dip): any  
22 name/address that is already receiving a lifeline subsidy from the Company will  
23 be automatically prevented from receiving a second lifeline subsidy in that same

1 month; and (2) Inactive lines receiving subsidy: CGM's systems compare all  
2 subsidy requests to underlying network status to ensure that subsidies are  
3 requested only for active lines. Moreover, TruConnect has implemented an  
4 internal auditing process to review NLAD and CGM findings as a final layer of  
5 fraud prevention. Through the processes described above, TruConnect ensures  
6 that it does not over-request from support funds.

7 **Q23: WILL TRUCONNECT SEEK LIFELINE REIMBURSEMENT FOR**  
8 **INACTIVE SUBSCRIBERS?**

9 **A:** Consistent with federal regulations, the Company will not seek USF  
10 reimbursement for inactive subscribers and will de-enroll any subscriber that has  
11 not used the Company's Lifeline service as set forth in 47 C.F.R. § 54.407(c)(2).  
12 An account will be considered active if the authorized subscriber establishes  
13 usage, as "usage" is defined by 47 C.F.R. § 54.407(c)(2), during the specified  
14 timeframe, currently a period of thirty (30) days, or during the notice period set  
15 forth in 47 C.F.R. § 54.405(e)(3), currently a period of fifteen (15) days.  
16 In accordance with 47 C.F.R. § 54.405(e)(3), TruConnect will provide the  
17 subscriber advanced notice, using clear, easily understood language, that the  
18 subscriber's failure to use the Lifeline service within the notice period will result  
19 in service termination for non-usage. Customers that have been deactivated may  
20 participate in the Company's Lifeline service in the future by reapplying and  
21 re-establishing eligibility.

22

1 **Q24: WILL TRUCONNECT COMPLY WITH APPLICABLE REPORTING**  
2 **REQUIREMENTS?**

3 **A:** TruConnect will provide the Commission a copy of its annual certifications and  
4 Lifeline recertification results pursuant to 47 C.F.R. § 54.416 (i.e. FCC  
5 Form 555), as well as a copy of its annual report filed pursuant to 47 C.F.R.  
6 § 54.422 (i.e. FCC Form 481), and other reports the Commission deems  
7 necessary as a condition of ETC designation.

8 **Q25: HOW WILL CUSTOMERS COMMUNICATE WITH TRUCONNECT**  
9 **REGARDING QUESTIONS, CONCERNS OR COMPLAINTS?**

10 **A:** TruConnect commits to exceptional customer service standards. Customers are  
11 able to contact the Company via a toll free number (800-430-0443), or by dialing  
12 611 from their TruConnect phone. Such customers will also be able to contact  
13 Customer Service via the Company’s website (www.truconnect.com) or by mail.  
14 TruConnect is committed to resolving customer questions, concerns, and  
15 complaints in a swift and satisfactory manner.

16 **Q26: HOW WILL TRUCONNECT’S PRESENCE AS AN ETC IN UTAH**  
17 **SERVE THE PUBLIC INTEREST?**

18 **A:** A central purpose of the Telecommunications Act of 1996 was to “promote  
19 competition and reduce regulation . . . to secure lower prices and higher quality  
20 services . . . and encourage the rapid deployment of new telecommunications  
21 technologies” to all citizens, regardless of geographic location or income.<sup>3</sup>  
22 Designation of TruConnect as an ETC would further these goals. Whether  
23 because of financial constraints, poor credit history, or intermittent employment,

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<sup>3</sup> The Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, 56 (1996).

1 many low-income consumers lack the countless choices available to most  
2 consumers and have yet to reap the full benefits of the intensely competitive  
3 wireless market.

4 The public interest benefits of the Company's wireless service include  
5 larger local calling areas, as compared to traditional wireline carriers; the  
6 convenience and security afforded by mobile telephone service; the opportunity  
7 for customers to control cost by receiving a preset amount of monthly airtime at  
8 no charge; the opportunity for customers to receive both the minimum service  
9 standards for voice and broadband usage within the same rate plan; the ability of  
10 users to use the supported service to send and receive "SMS" or text messages;  
11 the ability to purchase additional usage at flexible and affordable amounts in the  
12 event that included usage has been exhausted; the option to purchase international  
13 calling at affordable rates; the opportunity for customers to receive service  
14 without going through a credit check or deposit requirement, or committing to a  
15 long-term service contract; and access to 911 and E911 (where available) service  
16 in accordance with current FCC requirements.

17 TruConnect's Lifeline service will provide low-income Utah residents  
18 with the convenience and security offered by wireless services—even if their  
19 financial position deteriorates. Low-income individuals can greatly benefit from  
20 the advantages offered by the Company's Lifeline service, thus allowing those  
21 adversely impacted by the economy or job loss to have access to wholly  
22 supported wireless service to assist in emergency situations, facilitate job search  
23 efforts, and to maintain contact with family members. It is also a commonly

1 accepted fact that in today's market all consumers, including qualified Lifeline  
2 customers, view the portability and convenience of wireless service not as a  
3 luxury, but as a necessity. Mobile service allows children to reach their parents,  
4 wherever they may be; allows a person seeking employment the ability to be  
5 contacted by potential employers; and provides end users with the ability to  
6 contact emergency service providers, regardless of location. Providing  
7 TruConnect with the authority necessary to offer discounted Lifeline service to  
8 those most in danger of losing wireless service altogether undoubtedly promotes  
9 the public interest.

10 **Q27: WHAT ARE SOME OF THE BENEFITS OF INCREASED**  
11 **COMPETITIVE CHOICE?**

12 **A:** Introducing TruConnect as an additional ETC provider into the market will afford  
13 low-income Utah residents a wider choice of providers and available services,  
14 while enhancing the competitive marketplace as ETCs compete for a finite  
15 number of Lifeline-eligible customers. Increasing the competitive marketplace of  
16 providers has the potential to effectively increase the penetration rate and reduce  
17 the number of individuals not connected to the PSTN, while helping to assure that  
18 quality services are available at just, reasonable, and affordable rates.

19 **Q28: IF TRUCONNECT'S PETITION IS GRANTED, WILL THERE BE ANY**  
20 **IMPACT ON THE UNIVERSAL SERVICE FUND?**

21 **A:** With Lifeline, ETCs only receive support for customers they obtain. The amount  
22 of support available to an eligible subscriber is exactly the same whether the  
23 support is given through a company such as TruConnect or the Incumbent LEC

1 operating in the same service area. TruConnect will only increase the amount of  
2 USF Lifeline funding in situations where it obtains Lifeline customers not already  
3 enrolled in another ETC's Lifeline program. By implementing the safeguards set  
4 forth in the *Lifeline and Link Up Reform Order* and utilizing the NLAD and  
5 National Verifier (once in place), the likelihood that TruConnect's customers are  
6 not eligible or are receiving duplicative support either individually or within their  
7 household is greatly minimized. Significantly, TruConnect's ability to increase  
8 the Lifeline participation rate of qualified low-income individuals will further the  
9 goal of Congress to provide all individuals with affordable access to  
10 telecommunications service, and—thus—any incremental increases in Lifeline  
11 expenditures are far outweighed by the significant public interest benefits of  
12 expanding the availability of affordable wireless services to low-income  
13 consumers.

14 **Q29: DOES TRUCONNECT AGREE TO COMPLY WITH ALL COMMISSION**  
15 **RULES AND REGULATIONS REGARDING ETCS?**

16 **A:** Yes. TruConnect hereby asserts its willingness and ability to comply with all the  
17 rules and regulations that the Commission may lawfully impose upon the  
18 Company's provision of service contemplated by its petition for ETC designation.  
19

1 **Q30: WILL TRUCONNECT FILE A SEPARATE PETITION IF IT SEEKS**  
2 **STATE SUPPORT IN THE FUTURE?**

3 **A:** Yes. Although TruConnect does not request designation as an ETC for the  
4 purpose of receiving reimbursement from the Utah USF, TruConnect  
5 acknowledges that it may seek access to state funds in the future by filing a  
6 separate petition with the Commission.

7 **Q31: IS THERE ANYTHING ELSE YOU WOULD LIKE TO ADD TO YOUR**  
8 **TESTIMONY?**

9 **A:** I would like to reiterate that TruConnect meets all legal requirements for  
10 designation as an ETC. Accordingly, the Commission should promptly grant  
11 TruConnect's petition for ETC designation so that TruConnect may commence  
12 providing service to qualified low-income Utah households at the  
13 earliest possible time.

## VERIFICATION

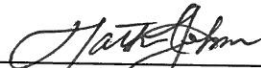


**VERIFICATION**

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

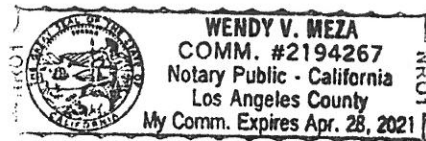
I, Nathan Johnson, Co-CEO of Sage Telecom Communications, LLC d/b/a TruConnect, after first being duly sworn, hereby declare under penalty of perjury that the foregoing testimony is true and correct to the best of my knowledge and belief.


Executed on April 25, 2018

  
\_\_\_\_\_  
Nathan Johnson, Co-CEO  
Sage Telecom Communications, LLC  
d/b/a TruConnect

SWORN TO and subscribed before me, the undersigned Notary Public, the 26 day of April, 2018.

My Commission expires 4-28-2021



  
\_\_\_\_\_  
Notary Public

## **ATTACHMENT 1**

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# CTIA

## Consumer Code *for* Wireless Service

To provide consumers with information to help them make informed choices when selecting wireless service, the CTIA and the wireless carriers that are signatories below have developed the following Consumer Code. The carriers that are signatories to this Code have voluntarily adopted the principles, disclosures, and practices here for wireless service provided to individual consumers, including voice, messaging, and data services sold either on a postpaid or prepaid basis.

### THE WIRELESS CARRIERS THAT ARE SIGNATORIES TO THIS CODE WILL:

#### ONE

#### DISCLOSE RATES AND TERMS OF SERVICE TO CONSUMERS

**F**or each service plan offered to new consumers, wireless carriers will disclose to consumers at point of sale and on their web sites, at least the following information, as applicable: (a) the coverage area for the service; (b) any activation or initiation fee; (c) the monthly access fee or base charge; (d) the amount and nature of any voice, messaging, or data allowances included in the plan (such as night and weekend minutes); (e) the charges for domestic usage in excess of any included allowances or outside of the coverage area; (f) for prepaid service plans, the period of time during which any balance is available for use; (g) whether there are prohibitions on data service usage and whether there are network management practices that will have a material impact on the customer's wireless data experience; (h) whether any additional taxes, fees or surcharges apply; (i) the amount or range of any such fees or surcharges that are collected and retained by the carrier; (j) the amount or nature of any late payment fee; (k) whether a fixed-term contract is required and its duration; (l) the amount and nature of any early termination fee that may apply; and (m) the trial

period during which a consumer may cancel service without any early termination fee, as long as the consumer complies with any applicable return policy.

## TWO

### **MAKE AVAILABLE MAPS SHOWING WHERE SERVICE IS GENERALLY AVAILABLE**

**W**ireless carriers will make available at point of sale and on their web sites maps depicting approximate domestic coverage applicable to each of their service plans currently offered to consumers. To enable consumers to make comparisons among carriers, these maps will be generated using generally accepted methodologies and standards to depict the carrier's outdoor coverage. All such maps will contain or link to an appropriate legend concerning limitations and/or variations in wireless coverage and map usage, including any geographic limitations on the availability of any services included in the plan. Wireless carriers will periodically update such maps as necessary to keep them reasonably current. If necessary to show the extent of service coverage available to customers from carriers' roaming partners, carriers will request and incorporate coverage maps from roaming partners that are generated using similar industry-accepted criteria, or if such information is not available, incorporate publicly available information regarding roaming partners' coverage areas.

## THREE

### **PROVIDE CONTRACT TERMS TO CUSTOMERS AND CONFIRM CHANGES IN SERVICE**

**W**hen a customer initiates new service or a change in existing service, the carrier will provide or confirm any new material terms and conditions of the ongoing service with the customer.

## FOUR

### **ALLOW A TRIAL PERIOD FOR NEW SERVICE**

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

## FIVE

### **PROVIDE SPECIFIC DISCLOSURES IN ADVERTISING**

**I**n advertising of prices for wireless service plans or devices, wireless carriers will disclose material charges and conditions related to the advertised prices and services, including if applicable and to the extent the advertising medium reasonably allows: (a) whether activation or initiation fees apply; (b) monthly access fees or base charges; (c) the amount and nature of any voice, messaging, or data service allowances included in the plan; (d) the charges for any domestic usage in excess of any included allowances or outside of the coverage area; (e) for prepaid service plans, the period of time during which any balance is available for use; (f) whether there are network management practices that will have a material impact on the customer's wireless data experience; (g) whether any additional taxes, fees or surcharges apply; (h) the amount or range of any such fees or surcharges that are collected and retained by the carrier; (i) whether a fixed-term contract is required and its duration; (j) early termination fees; (k) the terms and conditions related to receiving a product or service for "free;" (l) for any service plan advertised as "nationwide," (or using similar terms), the carrier will have available substantiation for this claim; and (i) whether prices or benefits apply only for a limited time or promotional period and, if so, whether any different fees or charges will apply for the remainder of the contract term.

## SIX

### **SEPARATELY IDENTIFY CARRIER CHARGES FROM TAXES ON BILLING STATEMENTS**

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

## SEVEN

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

**C**arriers will not modify the material terms of their postpaid customers' contracts in a manner that is materially adverse to those customers without providing a reasonable

advance notice of a proposed modification and allowing those customers a time period of not less than 14 days to cancel their contracts with no early termination fee.

## **EIGHT**

### **PROVIDE READY ACCESS TO CUSTOMER SERVICE**

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

## **NINE**

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

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

## **TEN**

### **ABIDE BY POLICIES FOR PROTECTION OF CUSTOMER PRIVACY**

**E**ach wireless carrier will abide by a policy regarding the privacy of customer information in accordance with applicable federal and state laws, and will make available to the public its privacy policy concerning information collected online. Each wireless carrier will abide by the CTIA Best Practices and Guidelines for Location-Based Services.

## ELEVEN

### **PROVIDE CONSUMERS WITH FREE NOTIFICATIONS FOR VOICE, DATA AND MESSAGING USAGE, AND INTERNATIONAL ROAMING**

**E**ach wireless provider will provide, at no charge: (a) a notification to consumers of currently-offered and future domestic wireless plans that include limited data allowances when consumers approach and exceed their allowance for data usage and will incur overage charges; (b) a notification to consumers of currently-offered and future domestic voice and messaging plans that include limited voice and messaging allowances when consumers approach and exceed their allowance for those services and will incur overage charges; and (c) a notification to consumers without an international roaming plan/package whose devices have registered abroad and who may incur charges for international usage. Wireless providers will generate the notifications described above to postpaid consumers based on information available at the time the notification is sent. Wireless consumers will not have to affirmatively sign up in order for these notifications to be sent. Each wireless provider shall provide its customers at least two of these alerts by October 17, 2012 and all of these alerts by April 17, 2013. Wireless providers will clearly and conspicuously disclose tools or services that enable consumers to track, monitor and/or set limits on voice, messaging and data usage.

## TWELVE

### **MOBILE WIRELESS DEVICE UNLOCKING**

Each wireless provider will abide by the following standards regarding the ability of customers, former customers, and individual owners of eligible devices to unlock phones and tablets, (“mobile wireless devices”) that are locked by or at the direction of the carrier. It should be noted that carriers typically use different frequencies and air interface technologies to provide wireless network access. Accordingly, a device that works on one carrier’s network may not be technologically compatible with another carrier’s network. “Unlocking” a device refers only to disabling software that would prevent a consumer from attempting to activate a device designed for one carrier’s network on another carrier’s network, even if that network is technologically compatible. In other words, “unlocking” a device will not necessarily make a device interoperable with other networks—a device designed for one network is not made technologically compatible with another network merely by “unlocking” it. Additionally, unlocking a device may enable some functionality of the device but not all (e.g., an unlocked device may support voice services but not data services when activated on a different network).

Each wireless provider agrees to abide by the following six principles:

(1) Disclosure. Each carrier will post on its website its clear, concise, and readily accessible policy on postpaid and prepaid mobile wireless device unlocking;

(2) Postpaid Unlocking Policy. Carriers upon request, will unlock mobile wireless devices or provide the necessary information to unlock their devices for their customers and former customers in good standing and individual owners of eligible devices after the fulfillment of the applicable postpaid service contract, device financing plan, or payment of applicable early termination fee.

(3) Prepaid Unlocking Policy. Carriers, upon request, will unlock prepaid mobile wireless devices no later than one year after initial activation, consistent with reasonable time, payment or usage requirements.

(4) Notice. Carriers that lock devices will clearly notify customers that their devices are eligible for unlocking at the time when their devices are eligible for unlocking or automatically unlock devices remotely when devices are eligible for unlocking, without additional fee. Carriers reserve the right to charge non-customers/non-former-customers with a reasonable fee for unlocking requests. Notice to prepaid customers may occur at point of sale, at the time of eligibility, or through a clear and concise statement of policy on the carrier's website.

(5) Response Time. Within two business days after receiving a request, carriers will unlock eligible mobile wireless devices or initiate a request to the OEM to unlock the eligible device, or provide an explanation of why the device does not qualify for unlocking, or why the carrier reasonably needs additional time to process the request.

(6) Deployed Personnel Unlocking Policy. Carriers will unlock mobile wireless devices for deployed military personnel who are customers in good standing upon provision of deployment papers.

Carriers reserve the right to decline an unlock request if they have a reasonable basis to believe the request is fraudulent or the device is stolen. Carriers further agree to implement three of the standards articulated above within 3 months from February 11, 2014. Carriers further commit to implement the remainder of the principles within 12 months from February 11, 2014.



## **ATTACHMENT 2**

Sage Telecom Communications, LLC d/b/a TruConnect

Plan	Minutes	Text	Data	Net Cost to Lifeline Customer	Net Cost to Tribal Lifeline Customer
<b>Basic Lifeline Plan</b>	750	Unlimited	1 GB	<b>\$ 0.00</b>	<b>N/A</b>
<b>Bundled Plan 1</b>	Unlimited	Unlimited	1.5 GB	<b>\$15.00</b>	<b>N/A</b>
<b>Bundled Plan 2</b>	Unlimited	Unlimited	3.0 GB	<b>\$25.00</b>	<b>\$ 0.00</b>
<b>Bundled Plan 3</b>	Unlimited	Unlimited	5.0 GB	<b>\$35.00</b>	<b>\$10.00</b>

Plans Include:

- Free SIM card or data-capable device
- Free calls to Company Customer Service
- Free calls to 911 emergency services
- Free access to Voicemail, Caller-ID, Call Waiting, Call Forwarding, and 3-Way Calling
- Free Domestic Long Distance
- Data at 3G speeds or higher

**Additional airtime available for purchase**

Top Up Options*			
Price	Domestic Minutes**	Int'l Minutes**	Data**
\$5.00	500	Unlimited to Mexico, China, Canada & 55 more or \$5 additional international minutes	500MB
\$10.00	1000		1.0 GB
Included in all Plans		Unlimited to Mexico, China, Canada	

\* All Top Up options expire after 30 days

\*\* Top Up options are “either/or”, meaning for example, for the top up price of \$5.00, customers can purchase *either* 500 Domestic minutes *or* 500 MB of data or Unlimited to Mexico, China, Canada & 55 more or \$5 additional international minutes

## CERTIFICATE OF SERVICE

I CERTIFY that on April 27, 2018, a true and correct copy of the foregoing was served on the following as indicated below:

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*/s/ Burton F. Peebles*

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