

BEFORE THE UTAH PUBLIC SERVICE COMMISSION

Petition of Sage Telecom Communications, LLC)	
d/b/a TruConnect to Amend its Designation as)	
an Eligible Telecommunications Carrier in the)	Docket No. 20-2601-01
State of Utah to Participate in the Utah)	
Universal Service Fund)	

STIPULATION AND SETTLEMENT AGREEMENT

COMES NOW Sage Telecom Communications, LLC d/b/a TruConnect (“TruConnect”), 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 TruConnect in this docket. The Parties submit this Stipulation for approval by the Public Service Commission of Utah (the "Commission") pursuant to the Commission's Rules of Practice and Procedure, Utah Admin. Code R746-1.

INTRODUCTION

1. TruConnect was designated as an Eligible Telecommunications Carrier ("ETC") in Utah in Docket No. 18-2601-01 on September 14, 2018 and has retained its ETC status in Utah.
2. On April 16, 2020, TruConnect filed a Petition to amend its designation as an ETC to include authorization to receive Utah Universal Service Fund (“Utah USF”) support for its Lifeline service offerings.
3. A scheduling conference was held on April 24, 2020, and a schedule was set.
4. On April 30, 2020, TruConnect filed Direct Testimony of Nathan Johnson on behalf of TruConnect.

5. TruConnect 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.

6. 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. TruConnect seeks an amendment to its ETC designation authorizing TruConnect to obtain Utah USF funds.

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

3. TruConnect's Lifeline product offering will offer service to 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 Utah Administrative Code R746-8-403, which represents a benefit for those customers and is in the public interest.

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

5. TruConnect's Lifeline program offering in Utah will offer customers the option of 1,000 voice minutes, unlimited text messages, and 3 gigabytes ("GB") of data (or unlimited voice minutes, unlimited text messages, and 3 GB data for residents of federally-recognized tribal lands) at a net cost to the consumer of \$0.00 per month. The voice portion of the bundled plan will include

voicemail, caller ID, and national long distance calling without toll charges. Lifeline customers may purchase, at their option, additional voice and data as maintained on www.truconnect.com.

6. 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, TruConnect will change the amount of mobile broadband data offered to its Lifeline customers to conform with the amount calculated pursuant to this rule. TruConnect will notify parties of such changes consistent with paragraph 7.F. below.

7. The Parties stipulate and agree that TruConnect shall provide its ETC Lifeline universal service offerings in Utah pursuant to this Stipulation (including Attachment 1). TruConnect's provision of its universal service offering as an ETC shall be governed by the following additional requirements:

- A. TruConnect 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. TruConnect 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 TruConnect's website (www.truconnect.com). TruConnect agrees to promptly update the fact sheet anytime it changes its Utah Lifeline program.
- B. TruConnect 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. TruConnect will comply with all applicable state service quality and consumer protection requirements.

- D. Approval of TruConnect'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. TruConnect agrees to adopt any changes to the Lifeline certification and verification process required by the Federal Communications Commission or by the Commission.
- F. Upon implementing any changes to its Lifeline offerings, TruConnect will timely file a notice with the Commission, DPU and OCS describing the changed plans.
- G. TruConnect is not seeking to modify its ETC service territory. If TruConnect intends to modify the area in which it offers Lifeline services in Utah, TruConnect 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 TruConnect's Petition and pre-filed Testimony. 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 14 day of July , 2020

FOR SAGE TELECOM COMMUNICATIONS,
LLC D/B/A TRUCONNECT



Lance J.M. Steinhart
Managing Attorney
Lance J.M. Steinhart, P.C.
1725 Windward Concourse, Ste 150
Alpharetta, Georgia 30005
(770) 232-9200 (Phone)
(770) 232-9208 (Fax)
E-Mail: lsteinhart@telecomcounsel.com

*Counsel for Sage Telecom Communications, LLC
d/b/a TruConnect*

FOR THE UTAH DIVISION OF
PUBLIC UTILITIES



[Artie Powell \(Jul 14, 2020 09:48 MDT\)](#)

Artie Powell, Director
160 E 300 S, 4th Floor
Salt Lake City, UT 84114-6751

FOR THE UTAH OFFICE OF
CONSUMER SERVICES



[Michele Beck \(Jul 14, 2020 12:34 MDT\)](#)

Michele Beck, Director
OFFICE OF CONSUMER SERVICES
160 E 300 S, 2nd Floor
Salt Lake City, UT 84114-6782

Attachment 1

IMPORTANT INFORMATION ABOUT YOUR TRUCONNECT LIFELINE SERVICE

TRUCONNECT Lifeline Service is brought to you by Sage Telecom Communications, LLC d/b/a TruConnect, and includes the provision of a free SIM card. 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. Violation of the one-per-household requirement would constitute a violation of the FCC's rules and would result in the consumer's de-enrollment from the program, and potentially, prosecution by the United States government. If you no longer receive the low-income assistance or your income exceeds the qualifying amount, you must notify TRUCONNECT. As a recipient of Lifeline service, you may not transfer your service to any other individual, including another eligible low-income consumer or give away or sell this phone.

- 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 thirty (30) consecutive days).
- You will receive 1,000 free, anytime voice minutes, unlimited text messages, and 3 gigabytes ("GB") of high-speed data usage each month. TRUCONNECT will inform you of any changes.
- Unused free minutes and data will not carry over to the following month.
- Minutes will be charged for both outgoing and incoming calls.
 - Emergency calls to 911 will not count against your available minutes.
 - Calls to TRUCONNECT customer service will not count against your minutes.
- To contact TRUCONNECT customer service, please dial 611 from your TRUCONNECT handset device, or dial TRUCONNECT' toll-free number 800-430-0443. You can also contact TRUCONNECT customer service representatives via the "Contact Us" page on TRUCONNECT's website: www.truconnect.com.
- Emergency calls to 911 CAN be made even if you have NO remaining minutes available.
- Additional Top-Up airtime can be purchased in the denominations on TruConnect's website (<https://www.truconnect.com/international>), currently:
 - \$5.00, for 500 domestic voice minutes, Unlimited to Mexico, China, Canada & 55 more or \$5 additional international minutes, or 500 MB of high-speed data usage (valid for 30 days);*
 - \$10.00, for 1000 domestic voice minutes or 1 GB of high-speed data usage (valid for 30 days);*
- By the end of 12 months TRUCONNECT will contact you to verify that you are still eligible for Lifeline support to continue to receive free Lifeline benefits.
- 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 TRUCONNECT's retail wireless services.

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

*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.