

ATTACHMENT 1

Key:

- Blue underline, no highlight: addition to G.O. 153-A in Sept. 4, 2026, (PD) proposal
- ~~Red strikethrough~~, no highlight: deletion from G.O. 153-A in PD proposal
- Blue underline, yellow highlight: addition to G.O. 153-A in PD proposal, adopted
- ~~Red strikethrough~~, yellow highlight: deletion from G.O. 153-A in PD proposal, adopted

G.O. 153-A: Activation/Connection Fee Reimbursements

~~4.2.6~~—~~4.2.5~~ Wireless LifeLine Providers shall inform Subscribers prior to service initiation, verbally and in writing, of two restrictions:

- 4.2.6.1 ~~4.2.5.1~~ The California LifeLine Program will not subsidize Service Connection/Activation Charges more than once~~twice~~ per California LifeLine Subscriber per year beginning from the initial date of service; and
- 4.2.6.2 ~~4.2.5.2~~ The Subscriber or the California LifeLine Wireless Service Provider shall be responsible for paying the Service Connection/Activation Charges beyond the one~~two~~ for which reimbursement is provided, and if such additional charges are incurred, specifying how much that charge will be.

[...]

4.9 Wireless Service Providers shall report each Subscriber's monthly data usage and associated service plan to the Commission.

4.9.1 Wireless Lifeline Providers shall incorporate into the terms and conditions of their LifeLine service plans notice of the requirement to report to the Commission a Subscriber's monthly data usage and associated service plan.

4.9.2 Wireless LifeLine Providers' monthly data usage reports must accompany claims for reimbursement.

[...]

9.3 California LifeLine Service Providers may recover the following costs and lost revenues from the California LifeLine Fund:

- 9.3.1 Lost revenues caused by providing Subscribers with (i) California LifeLine Service Connection/ Activation Charges, (ii) California LifeLine Service Conversion Charges, (iii) California LifeLine Service for separate Households at a given physical address, and (iv) California LifeLine Service for a second TTY line under Section ~~4.2.3~~ 4.2.4 not recoverable from the federal Lifeline program.

9.3.1.1 For Wireless LifeLine Providers, the reimbursement amount for Service Connection/ Activation ~~and Service Conversion Charges~~ shall be capped at \$~~15~~³⁹.00 per Subscriber per instance, with a limit of not more than ~~one~~^{two} discounts per California LifeLine Subscriber per year, beginning from the initial date of service.

9.3.1.2 A \$15.00 connection reimbursement on behalf of a Subscriber is available no more than once during any 365-calendar-day period, measured from the date of that Subscriber's most recent connection for which the TPA has approved the Subscriber for reimbursement. A Subscriber's de-enrollment from and subsequent re-enrollment in the Program does not re-set the 365-calendar-day reimbursement limitation. [...]

G.O. 153-A: Non-Usage

5.7 De-enrollment for non-usage

5.7.1 ~~For~~Wireless LifeLine Service ~~that does not require the LifeLine Service Provider to assess and collect a monthly fee from its~~ ~~Subscribers~~; Subscribers are subject to de-enrollment if they do not use the service for a 30-day period.

5.7.1.1 For purposes of this de-enrollment provision, “usage” is defined as any of the following activities undertaken by the Subscriber: 1) Completion of an outbound call or usage of data; 2) Purchase of data from a Wireless LifeLine Provider to add to the Subscriber’s service plan; 3) Answering an incoming call from a party other than the Wireless LifeLine Provider or the Wireless LifeLine Provider’s agent or representative; 4) Responding to direct contact from the Wireless LifeLine Provider and confirming that the Subscriber wants to continue receiving the service; or 5) Sending a text message ~~according to the requirements of 47 C.F.R. § 54.407(e)(2).~~

5.7.2 If a Wireless LifeLine Service Subscriber has not used their service for 30 days, their Wireless LifeLine Service Provider must send a clear notice to the Subscriber explaining that, if the service is not used within 15 days of the notice, the Subscriber will be de-enrolled from the Program.

5.7.3 Wireless LifeLine Service Providers must submit monthly reports detailing the total number of Subscribers who have not used their service for more than 45 days and the dates these Subscribers were removed from service in the prior month to the Commission. These monthly non-usage reports must accompany claims for reimbursement. If a Wireless LifeLine Service Provider fails to submit a monthly non-usage report, the Commission may withhold reimbursement.

~~5.7.2 If a Subscriber has not used a service for which a monthly fee is not assessed for a 30-day period, the LifeLine Service Provider must provide the Subscriber with a notice in clear, easily understood language, that the Subscriber’s failure to use the service within 15 days of the notice will result in de-enrollment for non-usage of the service. If the Subscriber fails to use the service within 15 days of the notice, the Subscriber shall be removed from the LifeLine program.~~

G.O. 153-A: Specific Support Amount/Minimum Service Standards

2.4 ~~7~~⁸ “Specific Support Amount (SSA)”– A maximum support amount reimbursed to California LifeLine Service Providers for the monthly recurring charge of California LifeLine Service to Subscribers. The SSA ~~may~~will be reviewed and, if necessary, adjusted annually by the Commission.[...]

5.10 ~~5.11~~ All California LifeLine Subscribers who enroll in LifeLine for the first time or transfer between LifeLine Service Providers are subject to a benefit portability freeze.

5.10.1 ~~5.11.1~~ The duration of the benefit portability freeze shall be at least up to 24 hours from the time of enrollment. Wireless California LifeLine Subscribers may be subject to a longer benefit portability freeze depending upon their chosen service plan.

5.10.2 ~~5.11.2~~ The benefit portability freeze duration applies to Subscribers with approved eligibility status who are receiving California LifeLine service.

5.10.3 ~~5.11.3~~ The California LifeLine Subscriber must remain with the same California LifeLine Service Provider for the duration of the benefit portability freeze in order to continue to receive California LifeLine discounts.

5.10.4 ~~5.11.4~~ After completing the duration of the benefit portability freeze, the California LifeLine Subscriber may freely choose to switch to a different California LifeLine Service Provider or remain with the same California LifeLine Service Provider.

5.10.5 ~~5.11.5~~ Commission Staff may refer any instance in which California LifeLine Service Providers do not comply with the California LifeLine Program’s benefit portability freeze duration to the Commission’s Utility Enforcement Branch.

[...]

8.5 Communications Division staff will set the SSA for each ~~Uniform Regulatory Framework COLRs~~ Wireline Service Provider participating in California LifeLine, including VoIP providers, at 55 percent of each Wireline Service Provider’s individual basic service rate and the federal EUCL, rounded to the nearest \$0.05, or \$19.00, whichever is less. ~~are required to submit a rate sheet of all their basic Flat Rate Service rates effective July 31st of each year for the purposes of computing the SSA.~~

8.5.1 ~~CD will set the SSA annually, effective~~ To update their LifeLine rates or SSA, Wireline LifeLine Service Providers other than the Small Local Exchange Carriers must file a Tier 2 advice letter by January 1 of each year, for rates effective April 1 of the same year, at 55% of the highest reported URF COLR rate, rounded to the nearest \$0.05. If a Wireline Service Provider has not filed an advice letter requesting to update its LifeLine rates and SSA by January 1, Communications Division staff will use the Service Provider’s prior

year's rates and SSA.

- 8.5.2 Small Local Exchange Carriers may request updates to their LifeLine rates and SSAs via Tier 2 advice letters as needed to reflect rate increases authorized in general rate cases and related advice letters. ~~The SSA will be set and reported to California LifeLine Service Providers via an Administrative Letter using the same computation methodology set forth in Section 8.5.2.~~
- 8.5.3 CD may update the administrative cost factor annually, by no greater than the CPI-U

8.6 The Wireless California LifeLine Service SSA is listed in Appendix C. To qualify to receive the SSA, the service must meet the MSS as listed in Appendix A-2. CD staff shall annually review the MSS and SSA for wireless California LifeLine Service as follows:

- 8.6.1 Review the Tier 2 MSS. If no FCC Marketplace Report conducted pursuant to 47 U.S.C §-163 or other authorization has been issued since the last annual SSA/MSS review and if a decision or resolution in which the Commission considered an update to the LifeLine MSS has been issued within the prior three years, staff may proceed to 8.6.2.

If an FCC Marketplace Report has been issued since the last annual SSA/MSS review, CD staff shall calculate the annual change in average nationwide per customer monthly data usage between the prior and most recent FCC Marketplace Reports. If the average annual increase in per customer monthly usage exceeds 15% or if the Tier 2 MSS has not been reviewed by the Commission via resolution or decision in three years, CD staff shall prepare a resolution with an MSS recommendation for Commission review.

If no FCC Marketplace Report has been issued since the last annual SSA/MSS review and if no decision or resolution updating the MSS has been issued within the prior three years, CD staff shall prepare a resolution with an MSS recommendation for Commission review. Proposed MSS updates may be based on a source other than the most recent FCC Marketplace Report, provided that staff's resolution supports its recommendation.

- 8.6.1.1 Staff is not required to recommend a new MSS in its resolution. Staff may prepare an MSS update resolution for Commission review at any time.
- 8.6.2 Review the Tier 2 SSA. On or around January 1 of each year, CD staff shall survey non-promotional rates of the prepaid and postpaid plans posted on the public websites of the service providers listed in Section 8.6.2.2. If the average retail rate for the plans that offer the Tier 2 MSS at the time of the annual review and plans that offer 2 GB more and 2 GB less than the Tier 2 MSS changes by 10% or

more from the average retail rate shown from the prior survey, CD staff shall prepare a resolution with an SSA recommendation for Commission review.

8.6.2.1 Staff is not required to recommend a new SSA in its resolution. Staff is required to conduct the annual Tier 2 SSA review regardless of whether the Tier 2 MSS review or update is required. Staff may prepare a resolution proposing updates to the wireless SSA for Commission review at any time.

8.6.2.2 Staff's annual review of wireless retail rates shall include the rates of the following providers, to the extent that each provider provides wireless service in California at the time of review:

- a) AT&T
- b) Consumer Cellular
- c) Cricket Wireless
- d) Gen Mobile
- e) Mint Mobile
- f) SafeLink Wireless
- g) Simple Mobile
- h) T-Mobile
- i) Tello
- j) Total Wireless
- k) Tracfone
- l) Verizon Wireless

8.6.3 If a staff resolution is not required or otherwise put forward by CD staff, ~~CD Communications Division~~ shall issue an administrative letter informing wireless California LifeLine Service Providers that there are no annual changes to the SSA/MSS.

8.7 ~~8.6~~ California LifeLine Service Providers who provide bills shall specifically show all Lifeline reductions, or their equivalent, on the California LifeLine Subscriber's bill.

8.7.1 ~~8.6.1~~ If reductions are not shown as separate line items, California LifeLine Service Providers shall provide a revised sample bill format to the Public Advisor that includes a section showing the discounts being provided to the customer.

8.7.2 ~~8.6.2~~ California LifeLine Service Providers must, at a minimum, show the regular non- LifeLine rate, Federal support credits, and any California LifeLine support credits on Subscriber's bills in a manner discernible by the public, which may include, but is not limited to, a bill message.

8.7.3 ~~8.6.3~~ The requirement to show reductions under Section 8.7~~6~~ does not apply to taxes and/or fees waived for Subscribers with respect to

California LifeLine.

[...]

General Order 153
Appendix A-2
Service Elements of California LifeLine Wireless

The California LifeLine service elements for wireless telephone services are as follows:

1. The provider must offer Subscribers the ability to place and receive voice-grade calls over all distances utilizing the public switched telephone network or successor network.
 - a) The provider must, at a minimum, enable calls to be sent and received within a local exchange or over an equivalent or larger-sized local calling area.
 - b) The provider must provide a voice-grade connection to the public switched telephone network or successor network.
 - c) The provider must disclose to each Subscriber before activating service that they are entitled to a voice-grade connection and the conditions under which the Subscriber may terminate service without penalty if one cannot be provided.
 - d) If at any time, a Subscriber fails to receive a voice-grade connection and notifies the provider, the provider is required to (1) promptly restore the voice-grade connection, or if not possible (2) provide telephone service to that Subscriber using a different technology if offered by the provider and if the Subscriber agrees; or (3) allow the Subscriber to discontinue service within 14 days of service activation without incurring early termination fees, if applicable. The provider shall also refund in full any applicable Service Connection/ Activation Charges and deposits if a Subscriber terminates service within three days of service activation, excluding national holidays. These rules also do not preclude the Subscriber from terminating service for any reason within 14 days of service activation without incurring early termination fees. Nothing in these rules alters or modifies the service obligation of a COLR to ensure continuity and functionality of Basic Service within the Residence.
2. The provider must provide free, unlimited access to 911 emergency services, in compliance with current state and federal laws and regulations.
 - a) Each provider must provide its potential and existing customers information regarding its 911 emergency services, in compliance with current state and federal laws and regulations.
3. The provider shall offer a choice of the following bundled voice and broadband California LifeLine plans with unlimited voice minutes and domestic text messaging:
 - a) Wireless Tier 1 Basic California LifeLine plan: at least 84.5 GB of broadband data per month, at standard 4G or 5G speeds, with tethering permitted. Subscribers may be subject to a 24 hour portability freeze upon subscription; that meets or exceeds the Federal Communications Commission minimum service standard for speed;

- b) Wireless Tier 2 Standard ~~or Family~~ California LifeLine plan: at least 156 GB of broadband data per month, at standard 4G or 5G speeds, with tethering permitted. ~~that meets or exceeds the Federal Communications Commission minimum service standard for speed~~ Subscribers may be subject to a 60-calendar-day benefits portability freeze upon subscription; or
 - c) Wireless Tier 3 California LifeLine plan: at least 20 GB of broadband data per month at standard 4G or 5G speed, with tethering permitted. Subscribers may be subject to a 90-calendar-day benefits portability freeze upon subscription.
4. Providers that elect to provide Tier 2 or Tier 3 plans with a portability freeze shall maintain the service level and minimum service standards associated with the Subscriber's selected plan for as long as the Subscriber remains enrolled in that plan. This obligation shall remain in effect unless the Subscriber transfers service to another provider after the applicable portability freeze has expired.
5. If a Subscriber changes service plans during their portability freeze to subscribe to a service plan with a longer applicable portability freeze, the portability freeze associated with the new service plan shall apply effective from the Subscriber's original date of enrollment. Subscribers are not permitted to change to a service plan with a shorter portability freezer during the portability freeze to which they originally consented, the portability freeze originally applicable to the Subscriber shall remain in effect and no additional portability freeze shall be imposed unless and until the Subscriber changes service providers and elects to subscribe to a service plan with an applicable portability freeze.
6. Providers shall obtain affirmative customer consent from Subscribers before enrolling them in plans subject to a portability freeze. If a Subscriber upgrades to a service plan offering additional data with an applicable portability freeze while the Subscriber is already subject to a portability freeze, the provider must obtain affirmative consent to extend the Subscriber's existing portability freeze. Providers shall also notify Subscribers, through the subscriber's preferred communication method, at least seven days before a 60- or 90-day portability freeze expires.
7. While Subscribers may change service plans during a portability freeze, the Subscriber's data usage does not subsequently reset to zero.
- ~~8.~~ 4. The provider may not assess a conversion charge or claim reimbursement when a Subscriber chooses to switch from one LifeLine plan to a different LifeLine plan offered by the same provider.
- ~~9.~~ ~~8.~~ 5. The provider must abide by the following additional billing provisions.
- a) The provider must offer at least one California LifeLine plan that meets or exceeds the California LifeLine service elements. The provider may offer added features and/or enhanced service elements without additional charge(s).

- b) The provider shall apply the applicable California LifeLine discount to the Subscriber's selected plan.
 - c) The California LifeLine eligible plans may be offered on a pre-paid or post-paid basis.
 - d) The provider must offer California LifeLine discounted services on a non-discriminatory basis to any Customer residing within the service territory where the provider offers retail wireless telephone services. The provider must only provide California LifeLine discounts to Subscribers that are approved by the California LifeLine Administrator.
 - ~~e) The provider shall not require contracts lasting more than two years for Subscribers; and the terms must be comparable to the provider's retail customers for the same service and/or device, except as needed to comply with California LifeLine rules.~~
 - ~~e) f)~~ The provider may add features and/or enhanced services as part of its California LifeLine offerings if they meet or exceed the California LifeLine minimum service standards set by the CPUC.
 - ~~f) g)~~ The provider must allow Subscribers to purchase additional broadband data.
 - ~~g) h)~~ The provider shall not assess a fee to Subscribers for paying their bills in person by cash, check or other form of payment.
 - ~~h) i)~~ The provider shall not assess a restocking fee to Subscribers for devices returned within three days of service activation.
10. ~~6.~~ All handsets shall be available to Subscribers on the same basis as the provider's retail Customers.
11. ~~7.~~ The provider must offer access to California Relay Service pursuant to Public Utilities Code § 2881 for deaf or hearing-impaired persons or individuals with speech disabilities.
12. ~~8.~~ The provider must provide Subscribers free blocking for 900/976 information services and a one-time free billing adjustment for 900/976 information services related charges inadvertently or mistakenly incurred, or without authorization.
13. ~~9.~~ The provider must provide access to operator services commensurate to its retail Customers. The provider must disclose any charges or fees associated with using operator services.
14. ~~10.~~ The provider shall prominently disclose and disseminate terms and conditions, including their rates and fees, the charges, terms, and conditions associated with purchasing additional broadband data, 911 emergency services location accuracy and reliability standards as required in Basic Service element number I.2.(d) in Appendix A of Decision 12-12-038, potential service coverage and service quality issues, safety related considerations when

handsets are removed from the home and when there is poor mobile reception, any charges associated with calling 800 or 800-like toll-free services, and the device's condition if refurbished, the device's applicability on other provider's wireless networks if the Subscriber switches providers, and power back-up requirements for the system that supports California LifeLine wireless service including limitations due to power for equipment on towers or other facilities, e.g. that wireless telephone service may not work if the tower the wireless handset is trying to reach loses commercial or backup power. Additional disclosures must include the entitlement to a voice grade connection, the conditions under which the Subscriber may terminate service without penalty, the charges or fees associated with using operator services, and the impact of terminating wireless service for contracts lasting more than one year, e.g., the Subscriber will be subject to the retail rates charged by the service provider and any applicable early termination fees.

15. ~~11.~~ The provider must provide access to local directory assistance.
16. ~~12.~~ The provider shall offer and file a schedule of California LifeLine service rates and charges.
17. ~~13.~~ The provider must provide access to 800 or 800-like toll-free services and provide a full disclosure to the Subscriber concerning how charges for 800 or 800-like toll-free services would apply if the Subscriber does not subscribe to unlimited voice service.
18. ~~14.~~ The provider must provide free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. Calls to the provider's customer service shall not count against the Subscriber's allotted voice minutes or number of calls.
19. ~~15.~~ The provider must provide free, unlimited access to customer service representatives fluent in the same language (English and non-English) in which California LifeLine was originally sold or marketed. Calls to the provider's customer service shall not count against the Subscriber's allotted voice minutes or number of calls.
20. ~~16.~~ The provider must provide free access to Toll-Blocking Service.
21. ~~17.~~ The provider must provide free access to Toll-Control Service, but only if (i) the California LifeLine Service Provider is capable of offering Toll-Control Service, and (ii) the California LifeLine Subscriber has no unpaid bill for toll service.
22. ~~18.~~ The provider must provide access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program Subscribers or teletypewriter users.
23. ~~19.~~ The provider must provide free access to the California Relay Service via the 711 abbreviated dialing code.
24. ~~20.~~ The provider must provision access to public safety N11s (211, 311, 511, 711, 811 and 911). The provider must provide free, unlimited access to public safety N11s (211, 311, 511,

711, and 811) for California LifeLine eligible plans.

25. ~~21.~~ The provider must provide free, unlimited access to 611 for service provider billing and repair services.

26. ~~22.~~ The provider must provide access to 411, and disclose charges and conditions associated with 411 access and information.

General Order 153 Appendix C

Specific Support Amounts Available for California LifeLine Service Providers

Pursuant to GO 153-A, California LifeLine Service Providers may recover the Specific Support Amount (SSA) and other amounts expressly approved by the Commission as set forth below in this Appendix.

Part A; LifeLine Customers That Qualify Under Federal Eligibility Criteria

1. Wireline California LifeLine Service Providers offering the Service Elements of California LifeLine Wireline as set forth in Appendix A-1 ~~on a stand-alone basis or with a broadband service that does not meet federal Lifeline minimum standards~~ may recover up to the maximum SSA.

<u>Plan</u>	<u>Specific Support Amount</u>	<u>Maximum Subscriber Copay</u>
<u>Tier A Voice Plan</u>	<u>Up to \$19</u>	<u>Up to 50% of provider's regular basic service rate</u>

Effective December 1, 2021, a wireline California LifeLine Service Provider may recover from the California Lifeline Fund: (i) \$2.00 per month if federal Lifeline support remains \$5.25 (or is reduced by less than \$2.00) for service plans that do not meet federal Lifeline broadband standards, (ii) \$5.25 if federal Lifeline support is eliminated for service plans that do not meet federal Lifeline broadband standards, or (iii) if federal Lifeline support is reduced by more than \$2.00 for service plans that do not meet federal Lifeline broadband standards, the difference between \$5.25 and the amount of federal Lifeline support.

2. Wireline California LifeLine Service Providers offering the Service Elements of California LifeLine Wireline as set forth in Appendix A-1 ~~with a broadband service that meets federal Lifeline minimum standards~~ may recover up to 55 percent of the individual provider's basic service rate and the federal end user common line charge or \$19.00, whichever is less.~~the maximum SSA.~~
3. Wireline California LifeLine Service Providers offering the Service Elements of California LifeLine Wireline as set forth in Appendix A-1 bundled with broadband service may continue to recover the SSA the Provider is recovering as of the effective date of [our decision].
4. ~~3.~~ Wireless LifeLine Providers offering Plans, as set forth in Appendix A-2 ~~(and which thereby meet federal Lifeline minimum standards),~~ may recover the corresponding SSA, and may not charge copays for the Tier 1, Tier 2, and Tier 3 plans listed:

<u>Tier</u>	<u>Talk/Text</u>	<u>Data</u>	<u>SSA</u>	<u>Max Subscriber Copay</u>	<u>Portability Freeze Period</u>
<u>1</u>	<u>Unlimited</u>	<u>8 GB</u>	<u>Up to \$20</u>	<u>\$0</u>	<u>24 hours</u>
<u>2</u>	<u>Unlimited</u>	<u>15 GB</u>	<u>Up to \$20</u>	<u>\$0</u>	<u>60 calendar days</u>
<u>3</u>	<u>Unlimited</u>	<u>20 GB</u>	<u>Up to \$20</u>	<u>\$0</u>	<u>90 calendar days</u>

<u>Plan</u>	<u>California SSA</u>
<u>Basic Plan*</u>	<u>\$12.85</u>
<u>Standard Plan*</u>	<u>\$19</u>
<u>Family Plan (Line 1)**</u>	<u>\$19</u>

~~* Basic Plans and Standard Plans that require co-payments or prepayments are subject to Tier 2 advice letter review for affordability and compliance with California LifeLine rules.~~

~~** Family Plan additional lines do not receive a California LifeLine subsidy. Family Plan Line 1 terms and conditions are subject to Tier 2 advice letter review. A Family Plan is an addition to the Standard Plan. If a participant fails to make Family Plan co-payments, Family Plan Line 1 reverts to the Standard Plan.~~

5. All wireless tiers may be offered as Family Plans. Family Plan Line 1 is subject to Tier 2 advice letter review. Additional lines receive no subsidy. If a subscriber fails to make Family Plan co-payments, service providers shall revert the Family Plan Line 1 to a single line plan.
6. In addition to the subscriber's chosen tiered California LifeLine MSS data allowance, Wireless LifeLine Providers shall provide a data allowance equal to the federal Lifeline mobile broadband MSS in effect at the time to: ~~an additional 4.5 GB of monthly data to each Subscriber who is approved for and enrolled in the federal Lifeline Program in addition to California LifeLine data allowance.~~
 - a) each subscriber who qualifies for and receives a federal Lifeline discount for a service plan that includes a mobile data allowance, provided that the subscriber elects to combine the federal and California LifeLine discounts to support one service plan; and
 - b) each subscriber who qualifies for and receives applicable federal make-up support from California LifeLine to support one service plan that includes a mobile data allowance.
7. Wireless LifeLine Providers are required to offer a Tier 1 plan. ~~plans in all three tiers.~~
8. Wireless LifeLine Providers are required to offer a Tier 3 plan for zero copay to be approved to provide a copay plan.

9. Any wireless plan requiring a copay or prepayment ~~must exceed the Tier 3 MSS and is~~ subject to Tier 2 advice letter review. Staff will review copay plan advice letters and approve such advice letters if:
- a) the proposed plan(s) offers a data allowance that exceeds the Tier 3 allowance by at least 5 GB;
 - b) no copay plan speeds are throttled at lower gigabyte allowances than those offered in zero copay plans;
 - c) proposed copay plans conform to all other Program rules, Commission decisions, and applicable laws; and
 - d) marketing materials for the plans have been submitted and conform to Program rules.
10. The SSAs noted above are offered with corresponding portability freezes. A Subscriber is exempt from the 60- and 90-day portability freeze and shall be eligible to change their LifeLine Service Provider notwithstanding an otherwise applicable portability freeze in the following cases:
- a) When the Subscriber's current Service Provider ceases operations or otherwise fails to provide service;
 - b) When a Subscriber's wireless LifeLine service was transferred without their consent to the current provider;
 - c) When the Subscriber transfers service to the California LifeLine Home Broadband Pilot;
 - d) When the Subscriber's current Provider is found to be in violation of Federal Communications Commission or California Public Utilities Commission rules during the portability freeze period and the Subscriber is impacted by such violation.
11. 4. Fixed VoIP LifeLine Providers offering voice service as set forth in Appendix B, ~~whether as a stand-alone service or with broadband service,~~ may recover ~~the portion of the SSA necessary to reimburse the provider for discounts provided to its California LifeLine Subscribers~~ up to the maximum SSA.

Part B: LifeLine Customers That Qualify Under California Eligibility Criteria (and not Federal Eligibility Criteria)

In addition to the SSA and other amount expressly approved by the Commission set forth in Part A above, for California-Only Subscribers (as defined in GO 153-A, Section 5.1.5.4), California LifeLine Service Providers may collect the lost federal Lifeline support, as applicable, from the California LifeLine Fund equal to the amount that California-Only Subscribers would have received if they had met federal eligibility requirements under 47 C.F.R. Sections 54.409 and 54.410.