
**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of the)
)
Telecommunications Carriers Eligible for) WC Docket No. 09-197
Universal Service Support)
) WC Docket No. 11-42
Lifeline and Link Up Reform and Modernization)
)
Blanket Forbearance Compliance Plan)

ASSURANCE HOME PHONE SERVICES, INC. DBA SURETY WIRELESS'
COMPLIANCE PLAN

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I. INTRODUCTION

Assurance Home Phone Services, Inc. dba Surety Wireless (“Surety” or the “Company”) is a prepaid wireless telecommunications carrier seeking designation as an Eligible Telecommunications Carrier (“ETC”) solely for the purpose of participating in the Lifeline program. Although Section 214(e)(1)(A) of the Act requires an ETC to offer USF-supported services to some extent over its own facilities, the Federal Communications Commission (“FCC” or “Commission”) has forbore from that requirement for carriers that are, or seek to become, Lifeline-only ETCs.¹ Surety will avail itself of the FCC’s conditional grant of forbearance and, by its attorney, hereby files its Compliance Plan outlining the measures it will take to implement the

¹ *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) (“*Order*”).

conditions of forbearance outlined in the *Order*.² Given the severe economic environment that is forcing many low-income customers to forego wireless service, Surety respectfully requests expeditious approval of this plan so that the Company, upon designation as an ETC, may quickly deploy much-needed Lifeline services to qualified low-income customers.

II. BACKGROUND

In the *Order*, the Commission granted forbearance from the “own-facilities” requirement contained in Section 214(e)(1)(A) for carriers that are, or seek to become, Lifeline-only ETCs, subject to the following conditions:³

(1) the carrier must comply with certain 911 requirements [(a) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; (b) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services; and (c) complying with conditions (a) and (b) starting on the effective date of this Order]; and

(2) the carrier must file, and the Bureau must approve, a compliance plan that: (a) outlines the measures the carrier will take to implement the obligations contained in this Order, including but not limited to the procedures the ETC follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Fund, materials related to initial and ongoing certifications and sample marketing materials, as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary; and (b) provides a detailed description of how the carrier offers service, the geographic areas in which it offers service, and a description of the carrier’s various Lifeline service plan offerings, including subscriber rates, number of minutes included and types of plans available.

III. SURETY WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER

Surety will comply with all conditions set forth in the *Order*, the provision of this Compliance Plan, and all laws and regulations governing its provision of Lifeline-supported prepaid

² Although the Company qualifies for and seeks to avail itself of the Commission’s grant of forbearance from the facilities requirement of section 214(e)(1)(A), the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state, particularly for purposes of state universal service funding under state program rules and requirements.

³ See *Order* at ¶¶ 368, 373 and 379.

wireless service to customers throughout the United States.

A. Access to 911 and E911 Services

In the *Order*, the Commission requires Surety to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.⁴ The Commission and consumers are hereby assured that all Surety customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from Surety handsets even if the account associated with the handset has no minutes remaining. See Exhibit A for a statement from Surety's underlying carrier, Sprint, confirming that Sprint routes 911 and E911 calls from the Company's end users in the same manner as Sprint routes 911 and E911 calls from its own customers.⁵

B. E911-Compliant Handsets

The Commission also conditioned its grant of forbearance determination on Surety providing only E911-compliant handsets to its Lifeline customers.⁶ Surety will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing Surety customer does not have an E911-compliant handset, the Company will replace it with a new 911/E911-compliant handset at no charge to the customer. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well.

C. Consumer Eligibility and Enrollment

Surety will certify and verify consumer eligibility for Lifeline in accordance with the requirements set forth in the *Order*. In instances where a state agency or third-party administrator

⁴ See *Order* at ¶ 373.

⁵ The Company resells the network services of Sprint through an agreement with Telecom Service Bureau, Inc. (TSB). In addition to providing access to the Sprint network, the Company has contracted with TSB for MVNO development and management consultation.

⁶ See *id.*

is responsible for the initial determination and annual recertification of consumer eligibility, Surety will rely on the state identification or database.⁷ In instances where Surety is responsible for the initial determination and annual recertification of consumer eligibility, the Company will follow the procedures set forth below.

1. One-Per-Household

Surety understands that Lifeline is limited to a single subscription per household, and that the Commission has defined household as “any individual or group of individuals who are living together at the same address as one economic unit.”⁸ Upon receiving an application for Lifeline support, Surety will check the duplicates database, once in place, to determine whether an individual at the applicant’s residential address is currently receiving Lifeline-supported service. Surety will also search its own internal database of active customers, real-time, pre-sale, to ensure that it does not already provide Lifeline-supported service to someone at that residential address. If Surety determines that an individual at the applicant’s address is currently receiving Lifeline-supported service, Surety will take an additional step to ensure that the applicant and the current subscriber are part of different households. To enable applicants to make this demonstration, Surety will require applicants to complete and submit to the Company USAC’s one-per-household template, which will contain the following: (1) an explanation of the Commission’s one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant’s household and share in the household’s expenses or benefit from the applicant’s income; and (4) the penalty for a consumer’s failure to make the required one-per-household

⁷ See Order at ¶ 98.

⁸ See Order at ¶ 74.

certification (i.e., de-enrollment).⁹ Surety will deny the Lifeline application of any individual residing at the same address as a current Lifeline subscriber who is part of the same household, and will advise the applicant of the basis for the denial.

On its certification forms, a draft sample of which is attached,¹⁰ Surety will obtain a consumer's permanent residential address (which cannot be a P.O. Box or General Delivery address), unless they only have a temporary address, and a billing address for the service, if different (which may include a P.O. Box or General Delivery address).¹¹ Surety will inquire on its certification forms whether or not the applicant's address is a temporary one.¹² If it is, Surety will notify the consumer that the Company will contact the consumer every 90 days, by phone or text, to verify that he or she continues to rely on that address, and that if the consumer fails to respond within 30 days of Surety's attempt to verify the temporary address, he or she will be de-enrolled from the Lifeline program. Also on its certification forms, Surety will explain that if the subscriber moves, they must provide their new address to the Company within 30 days of moving.¹³ If the subscriber has moved, Surety will update the duplicates database, once in place, with the information within 10 business days of receipt of the information.¹⁴

As detailed below, Surety's certification form will clearly explain the one-per-household requirement and all consumers must certify that they receive Lifeline support for a single subscription per household.

2. Initial and Annual Certification

Consumers will be signed up in person or directed, via company literature, collateral or

⁹ See *Order* at ¶ 78.

¹⁰ See Exhibit B. The draft form remains subject to change, but substantially reflects the content of the Company's application.

¹¹ See *Order* at ¶ 85.

¹² See *Order* at ¶ 89.

¹³ See *Order* at ¶ 85.

¹⁴ See *id.*

advertising, to a toll-free telephone number and to the Company website, which will provide information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. Surety's application form will identify that it is a "Lifeline" application. Surety will provide Lifeline-specific training to all personnel, whether employees, agents or representatives, that interact with actual or prospective consumers with respect to obtaining, changing or terminating Lifeline services.

Surety's initial and annual certification forms will conform to the list of requirements provided in the *Order*, Appendix C and with C.F.R. § 54.410(d), as amended. Surety's Lifeline certification forms, a draft sample of which is attached as Exhibit B, will require each prospective subscriber to provide the following information:

- (i) The subscriber's full name;
- (ii) The subscriber's full residential address;
- (iii) Whether the subscriber's residential address is permanent or temporary;
- (iv) The subscriber's billing address, if different from the subscriber's residential address;
- (v) The subscriber's date of birth;
- (vi) The last four digits of the subscriber's social security number, or the subscriber's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a social security number;
- (vii) If the subscriber is seeking to qualify for Lifeline under the program-based criteria, as set forth in § 54.409, the name of the qualifying assistance program from which the subscriber, his or her dependents, or his or her household receives benefits; and
- (viii) If the subscriber is seeking to qualify for Lifeline under the income-based criterion, as set forth in § 54.409, the number of individuals in his or her household.

The certification forms will also explain in clear, easily understandable language that:

- (i) Lifeline is a federal benefit;
- (ii) Lifeline service is available for only one line per household;
- (iii) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses;
- (iv) households are not permitted to receive benefits from multiple providers;
- (v) that violation of the one-per-household requirement would constitute a violation of the Commission's rules and would result in the consumer's de-enrollment from the program, and potentially, prosecution by the United States government; and
- (vi) a Lifeline subscriber may not transfer his or her service to any other individual,

including another eligible low-income consumer.

Surety will require all consumers, at sign up and annually thereafter, to certify under penalty of perjury that:

- (i) The subscriber meets the income-based or program-based eligibility criteria for receiving Lifeline, provided in § 54.409;
- (ii) The subscriber will notify the carrier within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the subscriber no longer meets the income-based or program-based criteria for receiving Lifeline support, the subscriber is receiving more than one Lifeline benefit, or another member of the subscriber's household is receiving a Lifeline benefit.
- (iii) If the subscriber is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands, as defined in 54.400(e);
- (iv) If the subscriber moves to a new address, he or she will provide that new address to the eligible telecommunications carrier within 30 days;
- (v) If the subscriber provided a temporary residential address, he or she will be required to verify his or her temporary residential address every 90 days;
- (vi) The subscriber's household will receive only one Lifeline service and, to the best of his or her knowledge, the subscriber's household is not already receiving a Lifeline service;
- (vii) The information contained in the subscriber's certification form is true and correct to the best of his or her knowledge,
- (viii) The subscriber acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and
- (ix) The subscriber acknowledges that the subscriber may be required to re-certify his or her continued eligibility for Lifeline at any time, and the subscriber's failure to re-certify as to his or her continued eligibility will result in de-enrollment and the termination of the subscriber's Lifeline benefits pursuant to § 54.405(e)(4).

Applicants will also be required to initial a number of disclosure statements intended to ensure that the applicant understands applicable eligibility requirements. Consumers who do not complete the application process in person must return the signed application and support documentation to the Company by mail, fax, email or other electronic transmission. The Company will accept electronic signatures, including Interactive Voice Response (IVR) recordings, that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7006.¹⁵

¹⁵ See *Order* at ¶ 168.

The Company will primarily enroll Lifeline applicants in person at community events. When a prospective customer applies at an event, Company employees, agents or representatives (“personnel”) will ask to see a government issued ID and will validate the address via a USPS/Melissa Database and simultaneously input the name/address combination into a third party duplicates database (currently CGM, LLC’s aggregate database) to confirm that the applicant is not already receiving a Lifeline subsidy from Surety or any other CGM/TSB client (see section III.D below). In cases where an eligibility database exists, event personnel will contact the Company’s internal group dedicated to verifying eligibility who will query the database and either approve or deny the applicant. In states where eligibility databases are not available, event personnel will request to see the applicant’s proof of participation in one of the Lifeline eligible programs or proof that their annual household income is at or below 135% of the federal poverty guidelines. Surety’s Lifeline application contains an “Office Use Only” section, which must be completely filled out and signed by event personnel in order to record information about the specific documentation reviewed as part of the eligibility verification process. Eligibility documents are returned to the customer after review. Finally, event personnel will verbally explain the certifications to consumers before they initial the required disclosure statements and sign the application. Once the Lifeline application is complete, it is scanned into the Company’s database. Upon successful completion of the certification process, the customer is allowed to choose a service plan and receive their free phone in person. In instances where eligibility databases cannot be accessed in real-time, Surety will mail the phone to the customer once verification of eligibility is complete. The customer’s account is then activated upon the customer’s personal initiation or actual use of the phone.

The Company will also seek to enroll customers by mail. When Surety mails advertisements for the Company’s Lifeline service, it will include a Lifeline application form (or, at

a minimum, a reference to apply via the Company website). From the Company's advertisements and application form, prospective customers will be given a clear explanation of the Lifeline program and its eligibility requirements, including all required disclosures. Customers will be able to complete, sign, and mail the application to Surety along with proof of ID and proof of eligibility. Surety is then able to verify eligibility by accessing the necessary databases (USPS/Melissa, duplicates database, eligibility databases) and reviewing proof documentation, if necessary. The Company will destroy copies of proof documentation and deliver phones to eligible customers by mail.

When enrolling via the Internet, prospective customers will be able to fill out an application form online and sign electronically. Surety will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.¹⁶ The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). Upon receipt of copies of the applicant's proof documentation, if applicable, and government-issued ID, Surety is able to complete the eligibility verification process, destroy copies of proof documentation, and deliver phones to eligible customers by mail.

With respect to those enrolling via the phone, Company personnel are able to verbally explain the Lifeline program and its eligibility requirements, including required information and disclosures, as well as collect and input electronically the application form information and obtain the applicant's signature via IVR. The Company then has the information needed to qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). Upon receipt of copies of the applicant's proof documentation, if applicable, and

¹⁶ See *Order* at ¶ 123.

government-issued ID, Surety is able to complete the eligibility verification process, destroy copies of proof documentation, and deliver phones to eligible customers by mail.

If in the future Surety decides to enroll customers at retail stores, the protocol for signing up customers will closely resemble the process at an event. Company employees, agents or representatives will be able to access necessary databases (USPS/Melissa, duplicates database, eligibility databases) to verify eligibility, and, when required, can personally review eligibility based on proof of income or program participation. Company personnel will verbally review the required disclosures with applicants and obtain the completed application form in person. Phones will be delivered upon successful completion of the certification process, as detailed above.

Surety will determine eligibility utilizing the income and program criteria currently utilized by federal default states (47 C.F.R. § 54.409(a),(b)), as well as any additional state-specific criteria. Prior to enrolling a new subscriber, Surety will check the eligibility of low-income consumers first by accessing state or federal social services electronic eligibility databases, where available.¹⁷ If a database is used to establish eligibility, Surety will not require documentation of the consumer's participation in a qualifying federal program; instead, Surety or its representative will note in its records what specific data was relied upon to confirm the consumer's initial eligibility for Lifeline.¹⁸ However, in states where there is no state administrator, the state commission or other state agency is not making eligibility determinations, and there is no automated means for Surety to check electronic databases for eligibility, Surety will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.¹⁹ Surety will require acceptable documentation both for income eligibility and for program eligibility. The Company will not retain copies of the documentation

¹⁷ See Order at ¶ 97.

¹⁸ See Order at ¶ 98.

¹⁹ See Order at ¶ 99.

but rather will establish policies and procedures to review such documentation and keep accurate records detailing how the consumer demonstrated his or her eligibility.²⁰ Surety understands that it may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases Surety remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.²¹

Surety provides employees, agents, and representatives with training designed to give them an understanding of Lifeline program requirements and permit them to review customer documentation and determine whether it is sufficient to establish a customer's eligibility to participate in the Lifeline program under the Commission's rules. No Company employee, agent, or representative may accept a Lifeline application unless he or she has first completed this training program and demonstrated an understanding of the underlying material. Among other things, the Lifeline program training discusses the Company's Lifeline application form (see Exhibit B) on a section-by-section basis. The training explains what sections of the form must be completed by the customer and reviews the form disclosures in detail, to facilitate the ability of Company personnel to explain each item contained therein and answer any customer questions.

3. Annual Re-Certification

Surety understands that it must re-certify the eligibility of its entire Lifeline subscriber base as of June 1, 2012 by the end of 2012 and report the results to USAC by January 31, 2013, and the Company may elect to perform this re-certification on a rolling basis throughout the year.²² By December 31, 2012, Surety will re-certify the continued eligibility of all of its subscribers by contacting them—either in person, in writing, by phone, by text message, by

²⁰ See Order at ¶ 101.

²¹ See Order at ¶ 110.

²² See Order at ¶ 130.

email, or otherwise through the Internet—to confirm their continued eligibility.²³ The re-certification notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact the Company. Surety will obtain a signed certification from the subscriber that meets the certification requirements of 47 C.F.R. § 54.410(d), as amended, as detailed in section C.2 above. The Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. Surety understands that such certifications may be obtained through a written format, an IVR system, or a text message, and will use one or more of such options for its certifications.²⁴

Alternatively, where a database containing consumer eligibility data is available, Surety (or state agency or third-party, where applicable) will instead query the database by the end of 2012 and maintain a record of what specific data was used to re-certify eligibility and the date of re-certification. If a subscriber's address cannot be verified through the state data, Surety will contact the subscriber every year during the annual certification process to obtain a valid address.²⁵ After 2012, Surety will continue to annually certify the continued eligibility of its entire subscriber base, either by accessing a qualifying database, or by electing to have USAC administer the self-certification process on the Company's behalf.²⁶

Surety will certify its compliance with Commission rules on an annual Lifeline eligible telecommunications carrier certification form and when submitting FCC Forms 497 to USAC for reimbursement. As part of Surety's submission of re-certification data pursuant to 47 C.F.R. § 54.416, an officer of the Company will certify annually to USAC:

²³ *See id.*

²⁴ *See Order* at ¶ 132.

²⁵ *See Order* at ¶ 131.

²⁶ *See Order* at ¶ 133.

(1) that the Company has procedures in place to review consumers' documentation of income-and program-based eligibility. In instances where the Company confirms consumer eligibility by relying on official program eligibility data, such as a state or federal database, an officer of the Company will attest to what data the Company uses to confirm consumer eligibility in each state, and

(2) that the Company is in compliance with all federal Lifeline certification procedures.²⁷

D. Other Reforms to Eliminate Waste, Fraud and Abuse

Surety shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that the procedures it will implement will prevent Company customers from engaging in such abuse of the program, inadvertently or intentionally. The Company's goal is to ensure integrity both in Surety and the Lifeline program as a whole.

Surety has implemented enrollment procedures designed to prevent subsidies for duplicate, ineligible, or inactive subscribers. The Company contracts with a third party Lifeline service bureau, currently CGM, LLC of Roswell, Georgia, to edit all subsidy request data. CGM will process and validate the Company's subsidy data to prevent: (1) Duplicate Same-Month Lifeline Subsidies (Double Dip): any name/address that is already receiving a lifeline subsidy from the Company will be automatically prevented from receiving a second lifeline subsidy in that same month; and (2) Inactive lines receiving subsidy: CGM's systems compare all subsidy requests to underlying network status to ensure that subsidies are requested only for active lines. Through the processes described herein, Surety ensures that it does not over-request from support funds.

For each applicant, Surety first validates the applicant's identity via a government issued ID

²⁷ See *Order* at ¶ 126-27.

card, passport, etc. Additionally, as mentioned above, Surety requires the applicant to provide their date of birth (DOB) and last four digits of their social security number (SSN). Requiring DOB and SSN ensures that neither the applicant nor the Company representative can forge certification forms based on false names and addresses. Once the applicant's identity is confirmed, Surety verifies that the applicant is eligible to receive the Lifeline subsidy. To do this, Surety checks any available eligibility database. If one is not available, the applicant is required to provide proof of eligibility. This prevents ineligible applicants from receiving the subsidy.

Surety verifies the address of the applicant first via the applicant's government issued ID, then validates the address via a USPS/Melissa Database to ensure the address is correct. In order to prevent duplicate subsidies, the customer is required to affirm verbally and in writing that they (and, to the best of their knowledge, no one else in their household) do not currently receive a Lifeline subsidy. Then the name/address combination or the name/DOB/SOS combination is dipped into a state authorized database to check for duplicates against the Company's client base. Pending implementation of a national database, Surety also utilizes CGM's duplicate database to confirm that the applicant is not already receiving a Lifeline subsidy from Surety or any other TSB client, and the Company intends to further build into Quicktel the ability to check for duplicates against CGM's entire client base. This database check is done through an API connection between the Company's provisioning platform, Quicktel, and CGM. This then prompts the representative to detail the one-per-household rule with the applicant. Should Surety confirm that an end user is receiving more than one subsidy in their household, via the end user, USAC (via IDR process), or through a duplicates database, the end user will be denied participation in or immediately de-enrolled from the Lifeline program.

Upon completion of the application process, Lifeline-eligible consumers will receive their

free handset in a pre-activated “hotlined” status, with instructions that they must call 611 to complete activation and receive minutes. For handsets sent by mail, Surety utilizes tracking options to confirm delivery occurs. In addition, Surety attempts to contact each customer with a phone call to survey their experience, confirm their plans and top up options, and answer any additional questions the customer may have. This call does not detract from the customer’s minutes.

1. National Lifeline Accountability Database

Surety will participate in the National Lifeline Accountability Database, once it is established. As required by the *Order*, Surety will provide to the database subscriber name, address, phone number, the last four digits of Social Security number, date of birth, Lifeline service initiation and de-enrollment date (when applicable), and amount of federal Lifeline support being sought for that subscriber.²⁸ Surety will provide the information listed above for existing subscribers within 60 days of Commission notice that the database is capable of accepting subscriber information.²⁹

Furthermore, on its application form, Surety will obtain acknowledgement and consent from each of its subscribers that is written in clear, easily understandable language that the subscriber’s name, telephone number, and address will be divulged to USAC (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit.³⁰

Within 30 days following Commission notice that the database is capable of accepting queries, Surety will query the database to check to see if a prospective subscriber is already receiving service from another ETC at a residential address prior to seeking reimbursement from

²⁸ See *Order* at ¶ 189.

²⁹ See *Order* at ¶ 190.

³⁰ See *Order*, Appendix C.

the Fund.³¹

2. Subscriber Usage

Surety will not seek reimbursement from the USF for new subscribers until they have personally activated the service, either by initiation and/or actual use of the service by the subscriber. Furthermore, Surety will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.³² Surety will notify its subscribers at service initiation, via the certification form and via script that is reviewed with every customer, about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time.³³ An account will be considered active if during any 60-day period the authorized subscriber does at least one of the following: makes a monthly payment; purchases minutes from the Company to add to an existing pre-paid Lifeline account; completes an outbound call; answers an incoming call from anyone other than the Company, its representative, or agent; or affirmatively responds to a direct contact from the Company confirming that he or she wants to continue.³⁴ Surety utilizes tracking software to notify the customer if the customer has not used their service for more than 30 or 60 consecutive days. Furthermore, a third party contractor validates the Company's subsidy data to prevent a subsidy request for customers that are inactive under the Company's non-usage policy.³⁵ After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the procedures outlined in section E below. Surety will continue to comply with applicable public safety, including transmitting 911 calls to the appropriate PSAP even if the Company is no longer providing Lifeline service to a

³¹ See Order at ¶ 203.

³² See Order at ¶ 257.

³³ See *id.*

³⁴ See Order at ¶ 261.

³⁵ CGM, LLC is currently the Company's third party contractor.

consumer.³⁶

3. Marketing & Outreach

Surety will implement the measures outlined herein to help ensure that only eligible consumers enroll in the program and that those consumers are fully informed of the limitations of the program, so as to prevent duplicative or otherwise ineligible service as well as other forms of waste, fraud, and abuse. Surety will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service:³⁷ (1) the offering is a Lifeline-supported service; (2) only eligible consumers may enroll in the program; (3) the program is limited to one benefit per household, consisting of either wireline or wireless service; and (4) Lifeline is a government benefit program. Surety's website and printed collateral will explain the documentation necessary for enrollment, and the details of Surety's plans. Such collateral and website information, as well as its application, will make clear that consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.³⁸ For broadcast advertisements and outdoor signs, and any other situation in which inclusion of documentation information and warnings against willful false statements are not practicable, Surety will include the URL link for its website where disclosures will be listed. Additionally, Surety will disclose the company name under which it does business.³⁹

³⁶ See *Order* at ¶ 262. 911 transmission will actually be performed by the Company's underlying facilities-based CMRS provider.

³⁷ See Exhibit C for a sample advertisement. The Company understands the term "marketing materials" includes materials in all media, including but not limited to print, audio, video, Internet (including email, web, and social networking media), and outdoor signage, that describe the Lifeline-supported service offering, including application and certification forms. See *Order* at ¶ 275.

³⁸ See *Order* at ¶ 275.

³⁹ See *id.*

4. Audits

If Surety draws \$5 million or more in the aggregate on an annual basis from the low-income program, as determined on a holding company basis taking into account all operating companies and affiliates, the Company will hire an independent licensed certified public accounting firm to conduct a biennial audit according to government accounting standards to assess Surety's overall compliance with the program's requirements.⁴⁰ Surety will comply with applicable rules regarding the dissemination of audit findings to the Commission, USAC, and relevant state and Tribal governments within 30 days upon issuance.⁴¹

E. De-Enrollment

Surety will de-enroll consumers from the Company's Lifeline program in the following instances, according to C.F.R. § 54.405(e):

Ineligibility. Any subscriber who indicates that he or she is receiving more than one Lifeline-supported service per household, or neglects to make the required one-per-household certification on his or her certification form, will be de-enrolled from Lifeline pursuant to the process for resolving duplicative Lifeline subscriptions described in section 54.405(e)(2).⁴²

If a customer does not respond to the Company's annual verification survey within 30 days, or if Surety has reasonable basis to believe that the subscriber no longer meets the Lifeline-qualifying criteria (including instances where a subscriber informs the Company or the state that he or she is ineligible for Lifeline), Surety will provide a written notice of impending service termination to the subscriber and then give the subscriber 30 days after the date of the letter to demonstrate that his or her Lifeline service should not be terminated.⁴³ Similarly, Surety will de-enroll a

⁴⁰ See Order at ¶ 291.

⁴¹ See Order at ¶ 294.

⁴² See Order at ¶ 122.

⁴³ See *id.* In states that have dispute resolution procedures applicable to Lifeline termination, the

subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.⁴⁴

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,⁴⁵ Surety will de-enroll a subscriber within 5 business days if the Company is informed by USAC that the subscriber is receiving Lifeline service from another ETC or that more than one member of a subscriber's household is receiving Lifeline service.

Non-Usage. Surety will de-enroll any subscriber that has not used the Company's Lifeline service for 60 consecutive days, as discussed in section IV.B above. Surety will provide the subscriber 30 days' notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the 30-day notice period will result in service termination for non-usage; such notice may be initiated after 30-days of non-usage. Surety will update the national database, once in place, within one business day of de-enrolling a subscriber for non-use and will submit a non-usage de-enrollment report annually to USAC.⁴⁶

F. Additional Rule Amendments

1. Terms and Conditions of Service

Surety has attached as Exhibit D its Lifeline terms and conditions of service. The Company's Lifeline offering is summarized in section IV.C below. These terms and conditions are subject to change as needed, and the most current version may be found at www.suretywireless.org.

2. Reporting Requirements

Surety will report all information required by section 54.422, including as it may heretofore be amended. This includes the names of the Company's holding company, operating

Company will comply with the state requirements.

⁴⁴ See Order at ¶ 89.

⁴⁵ See Order at ¶ 214-16.

⁴⁶ See Order at ¶ 257.

companies and affiliates, and any branding (“doing-business-as company” or brand designation), and provide to the Commission and USAC general information regarding the terms and conditions of the Lifeline plans for voice telephony service offered specifically for low income consumers through the program offered during the previous year, including the number of minutes provided, and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.⁴⁷

3. Reimbursement from USAC

In seeking reimbursement for Lifeline, Surety will comply with the requirements of C.F.R. § 54.407, as revised by the *Order*.⁴⁸ Surety will certify when seeking reimbursement that the Company has obtained a valid certification form for each consumer for whom the Company seeks Lifeline reimbursement,⁴⁹ and the Company will seek reimbursement for actual lines served, not projected lines.⁵⁰

4. Section 54.202 Certifications

Surety certifies the following in accordance with newly amended C.F.R. § 54.202: (1) Surety will comply with the service requirements applicable to the support that it receives; (2) Surety is able to remain functional in emergency situations; (3) Surety will satisfy applicable consumer protection and service quality standards.

IV. COMPANY INFORMATION

Surety is a Florida corporation. Surety will provide prepaid wireless telecommunications services to consumers by using the Sprint Spectrum L.P. (“Sprint”) network on a wholesale basis.

⁴⁷ See *Order* at ¶¶ 296, 390. Section 153 of the Communications Act defines “affiliate” as “a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

⁴⁸ See *Order* page 221.

⁴⁹ See *Order* at ¶ 128.

⁵⁰ See *Order* at ¶ 302.

Sprint is a nationwide carrier that provides wholesale capacity on its wireless network to resellers like Surety. Surety will obtain from Sprint, via an agreement with TSB, the network infrastructure, including wireless transmission facilities, to allow Surety to operate as a Mobile Virtual Network Operator (“MVNO”).

A. Names and Identifiers

Surety does not have any holding companies, operating companies, or affiliates. For its wireline operations, the Company operates under the name Assurance Home Phone Services, Inc., and for its wireless operations the Company operates under Assurance Home Phone Services, Inc. dba Surety Wireless and identifies itself as Surety Wireless on its marketing materials.

B. Financial and Technical Capability

Surety is financially and technically capable of providing Lifeline-supported services.⁵¹ Surety offers service to both Lifeline and non-Lifeline customers. Surety currently provides wireless services in Maryland and Missouri. The Company is preparing to launch wireless services, including Lifeline services, in Arkansas and, upon designation as an ETC, in Michigan, Mississippi, and Minnesota. Surety has not been subject to enforcement action or ETC revocation proceedings in any state. Surety is financially able to provide Lifeline-supported services; the Company does not – and does not intend to – rely exclusively on USF disbursements to operate. Furthermore, the senior management of Surety has great depth in the telecommunications industry and offers extensive telecommunications business technical and managerial expertise to the Company.⁵² Surety will also rely upon the managerial and technical expertise of TSB, which has seven years of experience in building processes, teams and programs to support MVNOs.⁵³

⁵¹ See Order at ¶ 387.

⁵² See Exhibit E for key management resumes.

⁵³ See infra n.5. For more information, visit www.telecomservicebureau.com.

C. Lifeline Offering

Surety will offer its Lifeline service in the states where it is designated as an ETC and throughout the coverage area of its underlying carrier, Sprint. Surety currently offers its wireless Lifeline service in Maryland and Missouri. Surety does not impose burdensome credit checks or long-term service contracts. The Company's Lifeline service offering will provide customers with the same features and functionalities enjoyed by all other Company customers, with one notable exception: prepaid Lifeline services will not require payment of an out-of-pocket fee by subscribers, but instead, Surety will receive support from the Lifeline program as compensation for providing those services.

The Company's Lifeline offering, summarized in Exhibit F, will provide customers with a free handset and either:

250 included minutes per month. No rollover, no text messaging; or

100 included minutes per month. Unused minutes will rollover for 90 days. Text messaging is currently available at the rate of 3 texts per one minute of voice.

In addition to wholly-supported voice services, prepaid Lifeline customers also will have access to voice mail, caller I.D. and call waiting services at no additional charge, even after their initial allotment of included minutes has been consumed. Minutes are credited to a customer's account on their monthly anniversary date - which is set on their Lifeline activation date. With Surety's referral program, customers can earn 100 additional free minutes for everyone they refer to Surety that subsequently initiates service with the Company.

Lifeline customers can also purchase additional airtime if needed. Airtime cards are currently sold in denominations of \$5 (75 minutes), \$13.50 (250 minutes), \$25 (500 minutes) and \$30 (1000 minutes), and may be purchased over the phone. Airtime minutes are not deducted for

calls to customer service via 611 or the toll free number. Customers may place calls to 911 for free, regardless of account balance or activation status. Customers are not bound by a local calling area requirement; all Company plans come with domestic long distance at no extra charge and exceptional nationwide digital coverage on the Nationwide Sprint PCS Network. Surety currently blocks roaming and international calling features, so Lifeline customers are not at risk for incurring unexpected charges for these features. Surety's prepaid offering will be an attractive alternative for consumers who need the mobility, security, and convenience of a wireless phone, but who are concerned about usage charges or long-term contracts.

V. **CONCLUSION**

Surety submits that its Compliance Plan fully satisfies the conditions of forbearance set forth in the Commission's *Order*. Implementation of the procedures described herein will promote public safety and should ensure that Lifeline customers have access to 911 and E911 services while safeguarding against misuse of the Company's Lifeline services. Accordingly, Surety respectfully requests that the Commission expeditiously approve its Compliance Plan so that the Company may begin providing the benefits of much-needed Lifeline service to qualifying low-income consumers as quickly as possible.

Respectfully submitted,

Assurance Home Phone Services, Inc.
dba Surety Wireless

/s/ Lance J.M. Steinhart

Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
1725 Windward Concourse
Suite 150
Alpharetta, Georgia 30005
(770) 232-9200

Its Counsel

Dated April 6, 2012

Exhibit A

911 Certification



Sprint – Wholesale Wireless Solutions

Mailstop: NJWRNA0301 - 365
10 Independence Blvd.
Warren, NJ 07059

VIA EMAIL DELIVERY

September 29, 2011

Mr. Joe Fernandez
Telecom Service Bureau, Inc.
2303 SE 17th Street, Suite 102
Ocala, FL 34471

Re: Private Label PCS Services Agreement between Sprint Spectrum L.P. (“Sprint”) and Telecom Service Bureau, Inc. (“TSB”) with an Effective Date of June 2, 2011, as amended (the “Agreement”) – 911 and E911 Service

Dear Mr. Fernandez:

As requested by TSB, this letter sets forth details regarding Sprint’s routing of E911 (as defined below) calls from TSB’s End Users (as defined in the Agreement), including End Users of TSB’s Resellers (as defined in the Agreement). As set forth in the Agreement, Sprint provides wireless services to TSB on Sprint’s network and TSB resells such wireless services to its End Users and Resellers under TSB’s brands (“**Private Label Service**”).

Sprint currently routes 911 calls from customers to the Public Safety Answering Points (“**PSAPs**”) in each state. TSB’s End Users and TSB’s Resellers’ End Users that receive the Private Label Service will have access to 911 and enhanced 911 (“**E911**”) service. In this regard, Sprint hereby confirms that it routes 911 and E911 calls from TSB’s End Users and TSB’s Resellers’ End Users utilizing the Private Label Service to PSAPs in the same manner as Sprint routes 911 and E911 calls from its own customers.

In accordance with the applicable Federal Communications Commission (“**FCC**”) requirements, Sprint has engaged in 911 testing with PSAPs to confirm access to 911 and E911 service. Thus, as a wholesale customer of Sprint, TSB’s End Users and TSB’s Resellers’ End Users utilizing the Private Label Service will have the same access to 911 and E911 service as Sprint’s own customers.

Sincerely,

A handwritten signature in black ink that reads "Thomas K. Alesi". The signature is written in a cursive, flowing style.

Thomas K. Alesi
Director Wholesale Business Solutions

cc: Kevin Henderson

Exhibit B

Sample Lifeline Certification Form



Wireless Lifeline Service Application and Certification

MD

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in Surety Wireless' Lifeline service program in your state. This Certification is only for the purpose of verifying your eligibility for Lifeline service and will not be used for any other purpose. Service requests will not be processed until this Form has been received and verified by Company.

One Lifeline service per household disclosures: Lifeline is a government assistance program and willfully making false statements to obtain a Lifeline benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Lifeline benefits are limited to a single line of service per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Note that not all Lifeline services are currently marketed under the name Lifeline. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person, including another eligible low-income consumer. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and potentially prosecution by the United States Government.

By checking this box, I hereby certify that I have read and understood the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.

Customer Application Information:

First Name Middle Initial		Last Name	Date of Birth (MM/DD/YY) / /
Residential Address w/ street name & Apt Number (PO Box cannot be accepted)		City / State / Zip Code	
Billing Address (if different from Residential Address) (P.O. Box IS sufficient)		City / State / Zip Code	
<input type="checkbox"/> Residential Address is Permanent (Must Choose One) <input type="checkbox"/> Residential Address is Temporary		<input type="checkbox"/> Service Is New (Choose One) <input type="checkbox"/> Service Is Conversion	
Social Security Number or Tribal Number - -	Home Telephone / Contact Number () -	Email Address	

Would you like to receive texts or emails from our company about new service offerings or promotions?
 Yes No This information will be for company use only, & will not be shared with a third party company or organization.

ELIGIBILITY REQUIREMENTS: Number of persons in Household _____

Do you or any member of your household currently receive Lifeline assistance at the above address? YES NO

I hereby certify that I currently participate in at least one the following public assistance programs (Check One):

- | | |
|---|--|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP) |
| <input type="checkbox"/> Medicaid (not Medicare) | <input type="checkbox"/> National School Lunch Program's free lunch programs |
| <input type="checkbox"/> Medical Assistance | <input type="checkbox"/> Temporary Disability Assistance Program (TDAP) |
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Maryland Energy Assistance Program (MEAP) |
| <input type="checkbox"/> Temporary Cash Assistance (TCA) | <input type="checkbox"/> Public Assistance to Adults (PAA) |
| <input type="checkbox"/> Electrical Universal Service Program (EUSP) | <input type="checkbox"/> Income at or below 135% of Federal Poverty Guidelines |

ADDITIONAL CERTIFICATIONS: I hereby certify, under penalty of perjury, that:

I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required

Surety Wireless

- I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- I am not listed as a dependent on another person's tax return (unless over the age of 60)
- The address listed below is my primary residence, not a second home or business
- If I move to a new address, I will provide that new address to the Company within 30 days
- If I provided a temporary residential address to the Company, I will verify my temporary residential address every 90 days
- I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- The information contained in this certification form is true and correct to the best of my knowledge

Multiple households sharing and address:

- I hereby certify that I reside at an address occupied by multiple households, including adults who do not contribute income to my household and/or share in my household's expenses, and I will complete a separate additional form.

Activation and usage requirement disclosures: This service is a prepaid service and you must personally activate it by calling.

- To keep your account active, you must use your Lifeline service at least once during any 60 day period by completing an outbound call, purchasing additional minutes from Company, answering an in-bound call from someone other than Company, or by responding to a direct contact from Company confirming that you want to continue receiving Lifeline service from Company. If your service goes unused for 60 days, you will no longer be eligible for Lifeline benefits and your service will be suspended (allowing only 911 calls and calls to the Company's customer care center) subject to a 30 day cure period during which you may use the service (as described above) or contact the Company to confirm that you want to continue receiving Lifeline service from Company.
- I hereby certify that I have read and understood the disclosures listed above regarding activation and usage requirements.

Authorizations:

- I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (e.g., name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline eligibility database.

Applicant's Signature:	Date:
-------------------------------	--------------

For Agent Use Only (check only 1 eligibility category and only 1 box under that category; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility:

- The prior year's state, federal, or Tribal tax return,
- Current income statement from an employer or paycheck stub,
- A Social Security statement of benefits,
- A Veterans Administration statement of benefits,
- A retirement/pension statement of benefits,
- An Unemployment/Workmen's Compensation statement of benefits,
- Federal or Tribal notice letter of participation in General Assistance, or
- A divorce decree, child support award, or other official document containing income information for at least three months' time.

Documents Acceptable Proof for Program-Eligibility:

- The current or prior year's statement of benefits from a qualifying state, federal or Tribal program;
- A notice letter of participation in a qualifying state, federal or Tribal program;
- Program participation documents (e.g., the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or
- Another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program

Household Size	135% Income Requirement	Household Size	135% Income Requirement
1	\$ 15,080	5	\$ 36,464
2	\$ 20,426	6	\$ 41,810
3	\$ 25,772	7	\$ 47,156
4	\$ 31,118	8	\$ 52,502

Applicant Account Number	Rep/Agent Signature

Each additional person Add \$5,346

Exhibit C

Sample Advertisement

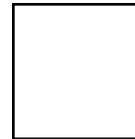


***250 Minutes and a
New Cell Phone!***

**No Contracts!
No Credit Check!
No Fees!**

**FREE Cell Phone
FREE 250 Minutes
FREE Caller ID
FREE Call Waiting**





You're Qualified if you participate in one of the following programs:

- Medicaid (not Medicare)
- Medical Assistance (MA)
- Temporary Cash Assistance (TCA)
- Maryland Energy Assistance Plan (MEAP)
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Public Assistance to Adults (PAA)
- Temporary disability Assistance Program (TDAP)
- Electric Universal Service Program (EUSP)
- Section 8 Federal Public Housing Assistance (FPHA)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program's free lunch program
- Income at or below 135% of Federal Poverty Guidelines
- Proof of income or program participation is required

Mr. & Mrs. John Smith
123 Main Street
Baldwin, MD 21215

Your eligible telecommunications carrier is Assurance Home Phone Services, Inc. d.b.a. Surety Wireless

By law, Lifeline is a government assistance program that is only available for one phone per household. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Only eligible consumers may enroll in the program. Lifeline service is non-transferable.

Lifeline Service is limited to one benefit per household. You may not receive multiple Lifeline discounts, you may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both.

Surety Wireless 1-877-476-3434 www.MySuretyWireless.com

Exhibit D

Lifeline Terms and Conditions

ASSURANCE HOME PHONE SERVICES, INC. DBA SURETY WIRELESS TERMS AND CONDITIONS OF WIRELESS SERVICE

Page | 1

Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and Assurance Home Phone Services, Inc dba Surety Wireless. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. Assurance Home Phone Services, Inc dba Surety Wireless reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the Assurance Home Phone Services, Inc dba Surety Wireless website found at www.suretywireless.org.

By purchasing or activating your Assurance Home Phone Services, Inc dba Surety Wireless ("Surety Wireless") handset or using any Surety Wireless ("Service"), customer ("You") acknowledges and agrees to the following terms and conditions:

1. ACTIVATING AND USING YOUR SURETY WIRELESS COMMUNICATIONS SERVICE/TELEPHONE NUMBER.

An Surety Wireless handset should arrive to you in an activated or "hotlined" status. Activation may require a call to 611 to complete full activation. An Surety Wireless telephone number is assigned to your Surety Wireless handset when you receive it, however, you will acquire no proprietary interest in any number assigned to you. This number is "owned" by the underlying carrier and ownership will remain with the underlying carrier during time of service. This number can be ported to any carrier of choice as long as number remains active throughout the completion of the port. Should number be disconnected for any reason it is immediately released to the underlying carrier network and is unable to be re-attained by Surety Wireless, even upon customer request and immediate reactivation by the company. The wireless telecommunications networks used to transmit calls for the Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not Surety Wireless. Your handset can only be used through Surety Wireless, and cannot be activated with any other wireless or cellular service, except where allowable by law. Surety Wireless services are provided at Surety Wireless's discretion.

2. AIRTIME RATES

Surety Wireless airtime is issued in unit increments. Units are deducted from the Surety Wireless handset in the following manner all calls are charged at a rate of one (1) unit per minute. All other phone models, calls are charged at a rate of one (1) unit per minute.

3. TEXT MESSAGING

The current rates to send or receive a text message to another person's phone using your Surety Wireless are three (3) texts per one voice minute. Surety Wireless reserves the right to amend this rate by updating these terms and conditions and posting them on Surety Wireless website.

Please note that Surety Wireless services do not generally participate in Premium SMS services or campaigns. Premium SMS refers to activities that usually involve sending a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than Surety Wireless. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns, unless it is a Surety Wireless authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium PSMS services or campaigns (not authorized by Surety Wireless), whether you incur charges as deductions from your handset or from your credit card, are not refundable.

4. INTERNATIONAL CALLS

Currently, the International call feature is blocked by Surety Wireless and their underlying carrier. In the event you successfully access an International Long Distance number, additional charges will incur at the following rates:

Guam, Puerto Rico & US Virgin Islands	\$0.10
Canada	\$0.10
Mexico	\$1.45
All other countries (except Guam, Puerto Rico & US Virgin Islands)	\$1.28

Any charges you incur as a result of attempts to access this feature from an Surety Wireless handset is non-refundable. Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and may apply to dropped calls, misdialed numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. Surety Wireless will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your Surety Wireless handset when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands.

5. ADDING ADDITIONAL AIRTIME

Your Surety Wireless handset will only operate when you have airtime minutes/units available on the handset. (This does not apply to 911 calls. These calls will go through on any handset regardless of activity and the availability of airtime minutes.) Each prepaid airtime package comes with a number of minutes and a service period that begins to run from the day you add

airtime to your handset. Surety Wireless airtime minutes added to your wireless phone will expire with active service and Usage during a consecutive thirty (30) day period.

6. AIRTIME PLANS

From time to time, Surety Wireless may offer various plans. Currently, Surety Wireless Value Plans which allows you to automatically purchase certain airtime denominations on a regular monthly basis. All airtime plans are governed by these Terms and Conditions and the applicable airtime plan's Terms and Conditions which are also available at www.suretywireless.org.

7. ROLLOVER

The monthly minute packages will rollover month to month for ninety (90) days. Minutes will expire on the ninety-first (91st) day. Minutes purchased as additional airtime packages will be good for thirty (30) days from the date of purchase, expiring on the 31st day unless newly purchased minutes are added before expiration. Minutes purchased as additional airtime packages, with a 30 day expiration, will be used before any rollover minutes are used, so that minutes that will expire first are used first. Rollover policy is subject to change.

Additional minutes offered by Surety Wireless can be purchased as follows:

PLAN	MINUTES	CUSTOMER COST	AUTOMATIC ROLLOVER
1	250	FREE (Every Month)	No Rollover-No Texting
2	100	FREE (Every Month)	90-days
PURCHASE ADDITIONAL MINUTES AT THE FOLLOWING RATE			
	250	\$ 13.50	No Rollover
	500	\$ 25.00	No Rollover
	1,000	\$30.00	No Rollover

In the event of any modification that increases the charges, you will receive 30 days' notice prior to being charged the new rate. Additional minute purchases may not be combined with any other discount or promotion.

8. ADDITIONAL SURCHARGES

Currently, call forwarding and roaming features are blocked by Surety Wireless and their underlying carrier. If you successfully access these features (not authorized by Surety Wireless), you will incur additional charges at the following rates:

Call Forwarding	\$0.05 per call
Roaming	\$0.25 per minute

Any charges you may incur as a result of any attempts to access these features from your Surety Wireless handset are non-refundable.

9. AIRTIME USAGE

Airtime minutes will be deducted for all time during which your Surety Wireless service is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send", "call" or other button to initiate or answer a call and does not end until you press the "end" button or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including calls to toll free numbers, and calls to access your voice mail (airtime minutes will be deducted for each call separately). Airtime for Three-Way calls may be deducted at twice the incremental rate. Airtime minutes are NOT deducted for calls to 911, 611, or the 800# for Surety Wireless Customer Service. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. (Although this is unlikely to occur, Surety Wireless is not able to dispute these charges and cannot refund for deducted minutes on an incomplete or busy no-answer call.) Airtime minutes are deducted in full unit increments; partial minutes are rounded up to the next minute. Airtime minutes will also be deducted for use of other services such as text messaging. Airtime minutes are deducted for all text messages sent and incoming text. No credit is given for dropped calls.

10. EMERGENCY CALLS

If you are in an area where your Surety Wireless handset is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your Surety Wireless handset in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

11. UNAUTHORIZED USAGE; TAMPERING

The Surety Wireless handset is exclusively for use by you, the end consumer, with the prepaid wireless service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your Surety Wireless handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with Surety Wireless. You agree not to unlock, re-flash, tamper with or alter your Surety Wireless handset or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of your Surety Wireless handset or the Service, or assist others in such acts, or to sell and/or export Surety Wireless handsets outside of the United States. These acts violate Surety Wireless rights and state and federal laws. Improper, illegal or unauthorized use of your Surety Wireless handset is a violation of this agreement and may result in immediate discontinuation of Service and legal action. Surety Wireless will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use shall entitle Surety Wireless to recover liquidated damages from you in an amount not less than \$5,000 per handset purchased, sold, acquired or used in violation of this agreement.

12. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At any time, Surety Wireless reserves the right to substitute and/or replace any Surety Wireless equipment (including handsets) with other Surety Wireless equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular handset may not be available on your Surety Wireless handset and does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither Surety Wireless nor any Carrier shall have any liability for Service failures, outages or limitations of Service.

13. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All plan rates, features, functionality and other product specifications are subject to change without notice or obligation. Model and color of phones may vary. All talk and standby times are quoted in Digital Mode and are approximate.

14. WARRANTY

A new and/or reconditioned Surety Wireless handset and accessories are covered by a limited 90-day warranty. **Exclusions and Conditions** This warranty does not cover damage or failure caused by abuse or misuse of the phone or accessories. Surety Wireless does not provide refunds. All applicable implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty, unless otherwise provided by law. Your warranty excludes all incidental or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

15. DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US AND THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

16. OUR RIGHT TO TERMINATE YOUR SERVICE

You agree not to use your Phone for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) threaten or commit violence against any of our employees or customer service representatives; (d) use vulgar and/or inappropriate language when interacting with our representatives; (e) steal from us; (f) harass our representatives; (g) interfere with our operations; (h) engage in abusive messaging, emailing or calling; (i) modify

your device from its manufacturer's default specification; or (j) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution. In regards to a Lifeline subsidized service, should it be determined that eligibility of the program no longer exists, service may be moved to a Non-Lifeline plan, requiring monthly payment for the same or similar minute package.

17. OUR RIGHT TO TERMINATE LIFELINE SERVICE

Surety Wireless reserves the right to terminate service if it is determined that eligibility was awarded based off of inaccurate or fraudulent information, if the subscriber is non-responsive to requests for information, including requests for proof of eligibility, or if company determines a need to eliminate possible fraud/waste/and abuse of the Lifeline program. Service with no usage for longer than 60 days will lead to attempts to notify the customer through text, letter, or calls to the customer. If customer remains unresponsive to company attempts at contact, service will be moved to a non-lifeline plan, requiring monthly payment, and Surety Wireless reserves the right to disconnect the service in its entirety.

18. LIMITATION OF LIABILITY

Surety Wireless will not be liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and Services. Surety Wireless will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any Service or equipment provided by or manufactured by third parties.

19. INDEMNIFICATION

You agree to indemnify and hold harmless Surety Wireless from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof resulting from your use of a Surety Wireless handset Surety Wireless services whether based in contract, regardless of the form of action.

20. BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED SALE, EXPORT, ALTERATION AND/OR TAMPERING OF YOUR SURETY WIRELESS DEVICE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF SURETY WIRELESS'S AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of your relationship with Surety Wireless, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude Surety Wireless from bringing claims concerning the unauthorized sale, export, alteration, and/or tampering of your Surety Wireless device, the Service and/or PIN numbers in state or federal court. References to you and Surety Wireless include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to Surety Wireless by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. You and Surety Wireless agree that use of the Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and Surety Wireless agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If the preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and Surety Wireless. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless Surety Wireless and you agree otherwise, the location of any arbitration shall be Ocala, Florida. Except where prohibited by law, Surety Wireless and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor Surety Wireless shall disclose the existence, contents, or results of any arbitration except to the extent required by law. Judgment on the award rendered may be entered by any court having jurisdiction thereof.

21. PRIVACY POLICY

Surety Wireless will not provide your number to any Third Party advertising agency except where authorized by the customer. Surety Wireless will provide your number, and any other pertinent information requested, to any law enforcement agency or officer upon request or subpoena, and to the FCC and/or USAC where Lifeline Services are in use. Surety Wireless takes CPNI very seriously and takes multiple steps to avoid any perceived violation of Customer Proprietary Information. To view the Surety Wireless Privacy Policy reference Surety Wireless' website found at www.suretywireless.org.

Exhibit E

Key Management Resumes

Gary W. Birch

Experience 1/5/2007 to current Assurance Home Phone Services, Inc. Ocala, FL
dba Surety Wireless

Owner/President

- Work with Telecom Service Bureau to fully manage company growth.
- Decide additional states and services to offer
- Maintain Compliance Guidelines and Regulations
- Work with Compliance Specialists, Vendors, and Consultants to maintain company success

1/5/2007 to current Affordable Phone Services, Inc. Ocala, FL

Customer Service/Sales Manager

- Management of all aspects of customer service to include but not limited to: interviews and hiring of Customer Service Associates, education, training and development of said associates, evaluations, reviews and disciplinary actions as needed.
- Manage integrated administration team responsible for all online ordering such as clarification, verification, credits and referrals through AT&T LENS program.
- Supervision of customer refunds, charge-backs and referrals..
- Maintain relationships with vendors.
- Collaborate with all departments to ensure staff is knowledgeable on all aspects of telecommunication requirements to include FCC and state mandating, promos and discounts available to customers through specific marketing campaigns.
- Ensure strict policies set forth in acquiring lifeline customers and the maintenance of said customer population.
- Monitoring of customer service calls, call queue and hold times to evaluate need for staffing.
- Management of PSC and Better Business Bureau and customer complaints.

3-2005 to 1-2007 Port Charlotte Honda Volkswagen/ Port Charlotte, FL
Florida Auto Liquidators

Finance Manager

- Generated profit spreadsheets on a weekly basis, prepare monthly reports per management request, maintained files for all inactive deals.
- Analyzed credit reports: performed credit interviews, preparation and evaluation of accuracy for submission to credit lender.
- Implemented dealership policies and procedures to include training of State Regulations regarding finance and The Fair Credit Reporting Act.
- Assessed accuracy and suitability of lender programs to include sustained relations and contacts of various lenders in accordance with lender and dealership guidelines.
- Tracked sales for each employee per locations (city/region) and the overall sales for each site attended per region and demographic.

9-2003 to 3/2005 Executive Suzuki/Top Gun Automotive Leesburg, FL

Gary W. Birch

Group

Sales Associate

- Customer service to include but not limited to: evaluating customer needs, provide details for specific vehicles per request and facilitated sales process.
- Liaison between Finance Manager and customer to ensure sale while meeting lender and customer expectations.
- Worked well as a team player to create a great work atmosphere.
- Dedicated to work for high sales and add-on averages.

Education 6-1993 Vanguard High School Ocala, FL

Central Florida Community College

- 1999 to 2001
- Focus in Criminal Justice

Summary

- Skilled at learning new concepts quickly, working well under pressure, and communicating ideas clearly and effectively.
- Strong management background combined with excellent communication skills.
- Demonstrated achiever with leading successful teams, managing day to day business practices, and exceptional knowledge of general operations.

References References are available on request.

Exhibit F

Proposed Lifeline Rate Plans



Surety Wireless – April 2012

Underlying Carrier: Sprint by way of Telecom Service Bureau (customers Activated as of April 2012)

Wireless Plans:

Non-Lifeline 100 Minutes	\$9.25
Lifeline* 250 Minutes – Free Monthly (No Rollover, No Texting)	\$0.00
Lifeline* 100 Minutes – Free Monthly (90 days rollover, 3 texts per 1 minute of voice)	\$0.00

Additional Minutes – TSB Carrier:

75 Anytime Additional Minutes	\$5.00
250 Anytime Additional Minutes	\$13.50
500 Anytime Additional Minutes	\$25.00
1000 Anytime Additional Minutes	\$30.00

Additional Charges/Discounts:

Connection Fee:	\$0.00
Lifeline Discount	-\$9.25

*Lifeline plans include a free phone and access to Voicemail, Caller ID and Call Waiting at no additional charge.