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June 19, 2012

VIA ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street
Washington, D.C. 20554

Re: ICON Telecom, Inc.
Compliance Plan
WC Docket No. 09-197 & WC Docket No. 11-42

Dear Ms. Dortch:

Pursuant to the Federal Communications Commission Order *In the Matter of Lifeline and Link Up Reform and Modernization* released February 6, 2012, attached please find ICON Telecom, Inc.'s Compliance Plan.

Please be advised that Exhibit D is CONFIDENTIAL and PROPRIETARY.

If you have any questions or if I may provide you with additional information, please do not hesitate to contact me. Thank you for your assistance.

Respectfully submitted,

/s/ Lance J.M. Steinhart

Lance J.M. Steinhart
Attorney for ICON Telecom, Inc.

Attachments
cc: Wes Chew

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

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

ICON TELECOM, INC.'S COMPLIANCE PLAN

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June 19, 2012

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	)	
ICON Telecom, Inc. Compliance Plan	)	

ICON TELECOM, INC.'S COMPLIANCE PLAN

I. INTRODUCTION

ICON Telecom, Inc. ("ICON" 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 forborne from that requirement for carriers that are, or seek to become, Lifeline-only ETCs.[1] ICON will avail itself of the FCC's conditional grant of forbearance and, by its attorney, hereby files its Compliance Plan outlining 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").*

measures it will take to implement the conditions of forbearance outlined in the *Order*.[2] Given the severe economic environment that is forcing many low-income customers to forego wireless service, ICON 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.

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[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. The Company will follow the requirements of the Commission's Lifeline rules and this Compliance Plan in all states in which it provides Lifeline service and receives reimbursements from the federal Low-Income fund.

[3] *See Order* at ¶¶ 368, 373 and 379.

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

ICON 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 wireless service to customers throughout the United States.[4]

A. Access to 911 and E911 Services

In the *Order*, the Commission requires ICON to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.[5] The Commission and consumers are hereby assured that all ICON 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 ICON handsets even if the account associated with the handset has no minutes remaining.

B. E911-Compliant Handsets

The Commission also conditioned its grant of forbearance determination on ICON providing only E911-compliant handsets to its Lifeline customers.[6] ICON will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing ICON customer does not have an E911-compliant handset, the Company will replace it with a 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.

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[4] To the extent that future changes in federal regulations render the commitments herein invalid, the Company reserves the right to modify its operations in accordance with federal regulations in effect at that time.
[5] *See Order* at ¶ 373.
[6] *See id*.

C. Consumer Eligibility and Enrollment

ICON 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 is responsible for the initial determination and annual recertification of consumer eligibility, ICON will rely on the state identification or database.[7] In instances where ICON 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

ICON 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, ICON 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. ICON 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 ICON determines that an individual at the applicant's address is currently receiving Lifeline-supported service, ICON 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, ICON 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

[7] *See Order* at ¶ 98.
[8] *See Order* at ¶ 74.

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 certification (i.e., de-enrollment).[9] ICON 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] ICON 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] ICON will inquire on its certification forms whether or not the applicant's address is a temporary one.[12] If and when the 90-day verification rules become effective, ICON will notify the consumer that if they have a temporary address, 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 ICON's attempt to verify the temporary address, he or she will be de-enrolled from the Lifeline program.[13] Also on its certification forms, ICON will explain that if the subscriber moves, they must provide their new address to the Company within 30 days of moving.[14] If the subscriber has moved, ICON will update the duplicates database, once in place,

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[9] *See Order* at ¶ 78.
[10] *See* Exhibit A. 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 id.* As of the date of filing of this Compliance Plan, this requirement has not been approved pursuant to the Paperwork Reduction Act.
[14] *See Order* at ¶ 85.

with the information within 10 business days of receipt of the information.[15]

As detailed below, ICON'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 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. ICON's application form will identify that it is a "Lifeline" application. ICON 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.

ICON'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. ICON's Lifeline certification forms, a draft sample of which is attached as Exhibit A, 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.

[15] *See id.*

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.

ICON 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.[16]

Enrollment in person. The Company anticipates that close to 100% of its Lifeline enrollment will take place in person at Company events.[17] For events, the Company sets up enrollment tents in locations frequented by low-income consumers. There are several Company employees, agents or representatives ("personnel") equipped with computers or tablets to assist customers in filling out an electronic application form, and personnel are also available to educate prospects in line on the Lifeline program and its requirements, including what constitutes eligibility and what documentation is necessary for enrollment. Personnel will clearly communicate the one-per-household requirement and the penalties that may result from providing false or fraudulent information. The Company utilizes a mixture of agents and employees for each event, and the employees both train the agents ahead of time and oversee the agents during events.

When a prospective customer applies at an event, Company personnel will ask to see a government issued ID and will validate the address via a USPS/Melissa Database and simultaneously check the name/address combination against the Company's internal database to confirm that the applicant is not already receiving a Lifeline subsidy from ICON. If the customer indicates on the application form that their address is a multi-household residence, personnel will require the applicant to complete USAC's one-per-household template as well. In cases where an

[16] *See Order* at ¶ 168.

[17] If in the future the Company elects to enroll customers at retail locations, the protocol for signing up customers will mirror the enrollment process described above for events.

eligibility database exists, personnel will query the database to determine eligibility. In states where eligibility databases are not available, the applicant is required to provide 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. ICON's Lifeline application contains an "Office Use Only" section, which must be completely filled out and signed by Company personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document ID). Eligibility documents are returned to the customer after review. Finally, ICON personnel will verbally review all certifications and disclosures with the applicant before they sign the application form, making sure the applicant verbally acknowledges each required certification before moving on to the next. 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, ICON will mail the phone to eligible customers 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.

Enrollment by phone. 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. If the customer indicates on the application form that their address is a multi-household residence, personnel will require the applicant to complete USAC's one-per-household template as well. If no eligibility database is available, personnel will advise the applicant that they are required to provide proof of identity

verification of benefits before their Lifeline service can be activated; applicants will be made aware of how to submit the required documentation to the Company as well as what documentation qualifies as proof of benefits. The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). If no eligibility database is available, the application will be placed in a "hold" status until the Company receives copies of the applicant's proof documentation and government-issued ID, at which point Company personnel will review the documentation and complete the "Office Use Only" section of the application form, which must be completely filled out and signed by personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document ID). ICON will destroy copies of proof documentation and deliver phones to eligible customers by mail. The customer's account is activated upon the customer's personal initiation or actual use of the phone.

Enrollment online. When enrolling via the Internet, prospective customers will be able to fill out an application form online and sign electronically. ICON will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.[18] If the customer indicates that their address is a multi-household residence, online interface will require the applicant to complete USAC's one-per-household template as well. If no eligibility database is available, the online interface will advise the applicant that they are required to provide proof of identity verification of benefits before their Lifeline service can be activated; applicants will be made aware of how to submit the required documentation to the Company as well as what documentation qualifies as proof of benefits. The Company will qualify the applicant by accessing necessary databases (USPS/Melissa,

[18] *See Order* at ¶ 123.

duplicates database, eligibility databases). If no eligibility database is available, the application will be placed in a "hold" status until the Company receives copies of the applicant's proof documentation and government-issued ID, at which point Company personnel will review the documentation and complete the "Office Use Only" section of the application form, which must be completely filled out and signed by personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document ID). ICON will destroy copies of proof documentation and deliver phones to eligible customers by mail. The customer's account is activated upon the customer's personal initiation or actual use of the phone.

ICON 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, ICON will check the eligibility of low-income consumers first by accessing state or federal social services electronic eligibility databases, where available.[19] If a database is used to establish eligibility, ICON will not require documentation of the consumer's participation in a qualifying federal program; instead, ICON or its representative will note in its records a description of what specific data was relied upon to confirm the consumer's initial eligibility for Lifeline.[20] 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 ICON to check electronic databases for eligibility, ICON will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.[21] ICON will require acceptable documentation both for income eligibility and for program eligibility. The Company will not

[19] *See Order* at ¶ 97.
[20] *See Order* at ¶ 98.
[21] *See Order* at ¶ 99.

retain copies of the documentation but rather will establish policies and procedures to review such documentation and keep accurate records detailing how the consumer demonstrated his or her eligibility.[22] ICON understands that it may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases ICON remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.[23]

ICON 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 A) 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 an employee's ability to explain each item contained therein and answer any customer questions.

3. Annual Re-Certification

ICON 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.[24] By December 31, 2012, ICON 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

[22] *See Order* at ¶ 101.
[23] *See Order* at ¶ 110.
[24] *See Order* at ¶ 130.

email, or otherwise through the Internet—to confirm their continued eligibility.[25] 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. ICON 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. ICON 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.[26]

Alternatively, where a database containing consumer eligibility data is available, ICON (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, ICON will contact the subscriber every year during the annual certification process to obtain a valid address.[27] After 2012, ICON 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.[28]

ICON 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 ICON's submission of re-certification data pursuant to 47 C.F.R. § 54.416, an officer of the Company will certify annually to USAC:

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[25] *See id.*
[26] *See Order* at ¶ 132.
[27] *See Order* at ¶ 131.
[28] *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.[29]

D. Other Reforms to Eliminate Waste, Fraud and Abuse

ICON 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.

ICON has implemented enrollment procedures designed to prevent subsidies for duplicate, ineligible, or inactive subscribers. The Company also has a Compliance Manager who ensures (1) the Company does not request a subsidy for customers that are inactive according to the Company's non-usage policy and (2) any name/address that is already receiving a lifeline subsidy from the Company is prevented from receiving a second lifeline subsidy in that same month. Through the processes described herein, ICON ensures that it does not over-request from support funds.

As detailed in section III.C.2, ICON first validates each applicant's identity via a government issued ID card, passport, etc. Additionally, as mentioned above, ICON 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

[29] *See Order* at ¶ 126-27.

can forge certification forms based on false names and addresses. Once the applicant's identity is confirmed, ICON verifies that the applicant is eligible to receive the Lifeline subsidy. To do this, ICON 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.

ICON 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. Simultaneously, the name/address combination is dipped into the Company's internal database to confirm that the applicant is not already receiving a Lifeline subsidy from ICON. This then prompts the representative to detail the one-per-household rule with the applicant.

1. National Lifeline Accountability Database

ICON will participate in the National Lifeline Accountability Database, once it is established. As required by the *Order*, ICON 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.[30] ICON will provide the information listed above for existing subscribers within 60 days of Commission notice that the database is capable of accepting subscriber information.[31]

Furthermore, on its certification form, ICON 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.[32]

Within 30 days following Commission notice that the database is capable of accepting

[30] *See Order* at ¶ 189.
[31] *See Order* at ¶ 190.
[32] *See Order*, Appendix C.

queries, ICON 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 the Fund.[33]

2. Subscriber Usage

In regards to its Oklahoma Lifeline customers, there is no need for the Company to implement a customer usage requirement because the Company's Oklahoma Lifeline rate plans charge the customer a monthly fee; therefore, ICON has an ongoing billing relationship with its Oklahoma customers. However, ICON will implement the following usage policies in all states where the Company offers Lifeline rate plans that are free, and thus do not result in an ongoing billing relationship with customers:

ICON 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, ICON will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.[34] ICON will notify its subscribers at service initiation 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.[35] 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

[33] *See Order* at ¶ 203.
[34] *See Order* at ¶ 257.
[35] *See id.*

she wants to continue.[36] ICON will notify the customer if the customer has not used their service for more than 30 or 60 consecutive days. Furthermore, the Company has a Compliance Manager who ensures that the Company does not request a subsidy for customers that are inactive under the Company's non-usage policy. After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the procedures outlined in section E below. ICON 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 consumer.[37]

3. Marketing & Outreach

ICON 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. ICON will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service:[38] (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. ICON's website and printed collateral will explain the documentation necessary for enrollment, and the details of ICON'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

[36] *See Order* at ¶ 261.
[37] *See Order* at ¶ 262. 911 transmission will actually be performed by the Company's underlying facilities-based CMRS provider.
[38] See Exhibit B 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.

imprisonment or can be barred from the program.[39] 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, ICON will include the URL link for its website where disclosures will be listed. Additionally, ICON will disclose the company name under which it does business.[40]

4. Audits

The *Order* requires ETCs that draw $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, to hire an independent licensed certified public accounting firm to conduct a biennial audit according to government accounting standards to assess the ETC's overall compliance with the program's requirements.[41] ICON will comply with this requirement if and when it is approved, including applicable rules regarding the dissemination of audit findings to the Commission, USAC, and relevant state and Tribal governments within 30 days upon issuance.[42]

E. De-Enrollment

ICON 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

[39] *See Order* at ¶ 275.
[40] *See id.*
[41] *See Order* at ¶ 291.
[42] *See Order* at ¶ 294. As of the date of filing of this Compliance Plan, the audit requirement has not been approved pursuant to the Paperwork Reduction Act.

process for resolving duplicative Lifeline subscriptions described in section 54.405(e)(2).[43] If a customer does not respond to the Company's annual verification survey within 30 days, or if ICON 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), ICON 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.[44] Similarly, ICON will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.[45]

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,[46] ICON 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. With regards to customers with which ICON does not have an ongoing billing relationship, ICON 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. ICON 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. ICON will update the national database, once in place, within one business day of de-enrolling a subscriber for non-use

[43] *See Order* at ¶ 122.
[44] *See id*. In states that have dispute resolution procedures applicable to Lifeline termination, the Company will comply with the state requirements.
[45] *See Order* at ¶ 89.
[46] *See Order* at ¶ 214-16.

and will submit a non-usage de-enrollment report annually to USAC.[47]

F. Additional Rule Amendments

1. Terms and Conditions of Service

ICON has attached as Exhibit C 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 will be maintained on the Company's website, www.icon.net.

2. Reporting Requirements

ICON 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 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.[48]

3. Reimbursement from USAC

In seeking reimbursement for Lifeline, ICON will comply with the requirements of C.F.R § 54.407, as revised by the *Order*.[49] ICON will certify when seeking reimbursement that the Company has obtained a valid certification form for each consumer for whom the Company

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[47] *See Order* at ¶ 257.
[48] *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.
[49] *See Order* page 221.

seeks Lifeline reimbursement,[50] and the Company will seek reimbursement for actual lines served, not projected lines.[51]

4. Section 54.202 Certifications

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

IV. COMPANY INFORMATION

ICON is an Oklahoma corporation. ICON provides prepaid wireless telecommunications services to consumers by using the network of its underlying carrier(s), currently Verizon Wireless ("Verizon"). Verizon is a nationwide carrier that provides wholesale capacity on its wireless network to resellers like ICON. Through a direct agreement with Verizon, ICON obtains the network infrastructure and transmission facilities to allow ICON to operate as a Mobile Virtual Network Operator ("MVNO").

A. Names and Identifiers

ICON does not have any holding company, operating company or affiliates. ICON provides both wireline local exchange telecommunications services and wireless telecommunications services, and intends to market its wireless Lifeline service using the d/b/a name "ICON Wireless."

B. Financial and Technical Capability

ICON is financially and technically capable of providing Lifeline-supported services.[52] ICON has been in business since 2001 as a provider of wireline local exchange telecommunications service and added wireless telecommunications service to its platform in 2011. ICON is currently

[50] *See Order* at ¶ 128.
[51] *See Order* at ¶ 302.
[52] *See Order* at ¶ 387.

designated as an ETC in Oklahoma, both on a wireline and wireless basis, and the Company provides service to both Lifeline and non-Lifeline customers. ICON has not been subject to enforcement action or ETC revocation proceedings in any state. ICON is financially able to provide Lifeline-supported services and will not rely exclusively on USF disbursements to operate. The Company will continue to rely on its successful business model and service offerings to sustain and grow its business, independent of USF disbursements that provide discounts for qualifying Lifeline subscribers.[53] Furthermore, the senior management of ICON has great depth in the telecommunications industry and offers extensive telecommunications business technical and managerial expertise to the Company.[54] ICON will be providing resold wireless service, and therefore will also rely upon the managerial and technical expertise of its underlying carrier.

C. Lifeline Offering

ICON will offer its Lifeline service in the states where it is designated as an ETC and throughout the coverage area of its underlying carrier(s).[55] ICON currently offers its Lifeline service in Oklahoma, where it offers the following plan options:

> Oklahoma Unlimited Plan. Unlimited voice minutes per month. Unused minutes do not rollover. Lifeline: $6.20 per month plus taxes and fees; Non-Lifeline: $45.00 per month plus taxes and fees.
>
> Oklahoma 1000 Plan. 1000 voice minutes and 500 text messages per month. Unused minutes do not rollover. Lifeline: $1.00 per month plus taxes and fees; Non-Lifeline: $36.00 per month plus taxes and fees.
>
> Additional Minute Options: 100 ($5), 200 ($10), 300 ($15), 500 ($25)

As summarized in Exhibit F attached hereto, the Company's Lifeline offering will provide

[53] See Exhibit D for the Company's balance sheet, which is confidential and proprietary.
[54] See Exhibit E for key management resumes.
[55] The Company reserves the right to alter the proposed Lifeline rate plans on a state-by-state basis, particularly as required by state public utility commissions (PUC). The Company commits to pass through the entire Lifeline subsidy amount directly to the consumer.

customers outside of Oklahoma with one of the following plan options: [56]

> Plan A – 68 minutes per month. Minutes rollover for up to 12 months and may be used for text messaging (3 texts per 1 minute of voice).
>
> Plan B – 125 minute per month. Minutes rollover for up to 3 months and may be used for text messaging (1 text per 1 minute of voice).
>
> Plan C – 250 minutes per month. Minutes do not rollover, but may be used for text messaging (1 text per 1 minute of voice).

The Company's Lifeline plans will include a free handset and the following Custom Calling features: Caller ID, Call Waiting, and Voicemail. Additional airtime can be purchased by calling Customer Service, at no decrement in minutes, or by contacting Customer Service via the Company's website.[57] Customers are not bound by a local calling area requirement; all ICON plans come with domestic long distance at no extra per minute charge and exceptional nationwide digital coverage on the Verizon Wireless Network. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. Calls to ICON Customer Service are also free. ICON does not impose burdensome credit checks or long-term service contracts on its prepaid customers.

[56] The Company may alter its Lifeline offering as necessary on a state-by-state basis, particularly as required by state public utility commissions.

[57] Additional airtime rates may vary, but would currently be available at the following rates: $5 = 35 minutes; $10 = 75 minutes; $20 = 160 minutes; $30 = 270 minutes; and $50 = 700 minutes.

V. CONCLUSION

ICON 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, ICON 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,

ICON Telecom, Inc.

/s/ Lance J.M. Steinhart

_____

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Alpharetta, Georgia 30005
(770) 232-9200

Its Counsel

Dated June 19, 2012

Exhibit A

Sample Lifeline Certification Form

ICON Wireless Lifeline Service Application and Certification

OK

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in ICON Telecom, Inc.'s (the "Company's) 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 purpose other than the Lifeline program. 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**
❑ Residential Address is **Permanent** **(Must Choose One)** ❑ Residential Address is **Temporary**	❑ Service Is New (Choose One) ❑ Service Is Conversion

Last 4 of Social Security Number or Tribal Number	Home Telephone / Contact Number	Email Address
___ ___ ___ ___	( ) -	

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 or a member of my household currently participates in at least one the following public assistance programs (Check One):

- ❑ Supplemental Nutrition Assistance Program (SNAP)
- ❑ Federal Public Housing Assistance Section 8 (FPHA)
- ❑ Medicaid (not Medicare)
- ❑ Supplemental Security Income (SSI)
- ❑ Temporary Assistance for Needy Families (TANF)
- ❑ Low Income Home Energy Assistance Program (LIHEAP)
- ❑ National School Lunch Program's free lunch programs
- ❑ 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

❑ 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 or my household: (1) no longer meet the income-based or program-based eligibility criteria, (2) begin receiving more than one Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement

❑ The address listed above is my primary residence, not a second home or business

ICON Telecom, Inc.

PO Box 7870, Edmond, OK 73083-7870 TEL : 855-340-ICON FAX : 866-447-8590 www.icon.net

- ❑ 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 customer service. 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 divulge my name, telephone number, date of birth, last four digits of my social security number, and address to the Universal Service Administrative Company (USAC) and/or its agents for the purpose of verifying that I do not receive more than one Lifeline subsidy.

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

Each additional person Add $5,346

Applicant Account Number	Rep/Agent Signature

Exhibit B

Sample Advertisements

ICON WIRELESS

Do you receive government assistance? If so, you may be eligible for a FREE Cell Phone with 1000 Talk Minutes and 500 Text Messages each month for just $1.00*

- **FREE** Caller ID
- **FREE** Call Waiting
- **FREE** Voice Mail
- **FREE** Long Distance
- **NO** Credit Check
- **NO** Contracts

Call : **855.340.ICON**

Visit Us : **www.icon.net**

* .Lifeline is a government benefit program.

.Only eligible consumers may enroll in the program

.The Lifeline program is limited to one benefit per household (either wireline or wireless service)

Exhibit C

Lifeline Terms and Conditions

TERMS AND CONDITIONS

Introduction
ICON Telecom, INC participates in a Lifeline Assistance program supported by the Federal Universal Service Fund program. The following Terms of Service apply to ICON Telecom, INC services and mobile phones activated on ICON Telecom, INC services.

Activating your ICON Telecom, INC phone or making changes to your account will make these Terms of Services become effective. If you do not accept these terms, please contact ICON Telecom, INC at 1-855-340-ICON before you activate your phone or make any changes to your account. When you accept these Terms of Service, you represent that you are at least 18 years of age and that you meet the eligibility standards for ICON Telecom, INC service.

Our Right to Make Changes
Terms of Service may change at any time, including pricing for paid service. Unless expressly prohibited by law, we reserve the right to modify or cancel this service or your account or take corrective action at any time and for any reason, including, but not limited to, your violation of any provision of these Terms of Service. Your right to use our service is subject to our business policies, practices and procedures, rates and these Terms of Service, which we may change at any time.

Mobile Telecommunications Services
Airtime may be used for domestic calling and for related services as provided in these Terms of Service.

ICON Telecom, INC provides service for personal use only. Service may not be transferred to any third party or shared among multiple individuals.

You may not use our service in a manner that interferes with another customer's use of our service. Our ability to provide good service may be impaired when customers place abnormally high numbers of calls, send or receive unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other customers on similar service plans. Such a typical usage suggests that a mobile phone is being used other than for personal use in violation of these Terms of Service. ICON Telecom, INC has safeguards to ensure that its customers do not use the service in an unreasonable manner – that is, usage that is inconsistent with personal, non-commercial use. ICON Telecom, INC reserves the right to respond to such atypical usage by suspending service to the device in question.

In the state of Oklahoma, ICON Telecom, INC offers an unlimited voice plan. **UNLIMITED USE DOES NOT MEAN UNREASONABLE USE.** Unlimited voice services are provided solely for live dialogue between two individuals. ICON Telecom, INC phones and mobile phone numbers may not be used for pager or voicemail-only service, and ICON Telecom, INC may terminate any account if usage is limited to pager service or voicemail retrieval service.

You agree not to use ICON Telecom, INC service in any way that is illegal, fraudulent or abusive, as determined by ICON Telecom, INC in its sole discretion. You may not alter any of the hardware or software on your ICON Telecom, INC phone for any purpose. We may change your mobile phone's software, applications or programming remotely and without notice. This may affect stored data or other personal information or programming on your mobile phone for which we are not responsible. ICON Telecom, INC phones may not be purchased in bulk or sold to third parties.

Local phone numbers may not be available in certain markets. Wireless services use radio transmissions and are therefore affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond our control, including atmospheric, geographic, or topographic conditions, or by your damaging your mobile phone. We do not warrant or guarantee that service will be available at any specific time or geographic location, or that service will be provided without interruption. We may give credit for continuous service interruption of more than 24 hours on a case-by-case basis, if such interruption was reasonably within our control, and you notify ICON Telecom, INC at 1-855-340-ICON within seven days of the interruption.

Any statements or maps provided by us, our agents, or dealers about coverage are only intended to provide high-level estimates of our coverage areas when using our service outdoors under optimal conditions and do not mean that service will be available under all circumstances, at all times or without interruption. Estimating wireless coverage and signal strength is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within our control, may result in service interruptions, slower data speeds, or lower quality of service. You should therefore never solely rely on your mobile phone for emergency calls, such as to 911.

Availability
To be eligible for ICON Telecom, INC service, you must meet the applicable eligibility standards described in these Terms of Service and reside within a ICON Telecom, INC , ETC service area.

Eligibility
Eligibility for ICON Telecom, INC service varies by state. You may qualify for ICON Telecom, INC if you participate in any of the government programs listed on your ICON Telecom, INC application or based on household income eligibility standards. **Starting June 1, 2012**, if you seek to qualify for ICON Telecom, INC , based upon participation in a qualifying federal or state program or by household income eligibility standards, **you will be required to provide proof of program participation and/or documentation of your household income.** By completing the ICON Telecom, INC application, you consent to the release of your information (including financial information) as required for the administration of your ICON Telecom, INC service.

ICON Telecom, INC reserves the right to review your eligibility status at any time and requires you to provide ICON Telecom, INC written documentation of either your household income or your participation in a qualifying federal or state program. You may only receive Lifeline Assistance for a single landline or wireless telephone account at your principal residence. If you or any member resident at your primary address receives Lifeline Assistance from any other telephone company, you are responsible for notifying your current service provider that you have been approved for Lifeline Assistance through ICON Telecom, INC .

Eligibility for ICON Telecom, INC may not transfer to a third party. Benefits received under the ICON Telecom, INC service, including but not limited to, any voice minutes received under the ICON Telecom, INC service may not be transferred.

ICON Telecom, INC Service
Unused minutes and messages as part of a monthly plan, expire at the end of your monthly period and may not be used in subsequent months and may not be transferred or assigned to any third party. If you use all of your monthly voice minutes before a new monthly cycle starts you may not use your mobile phone to make or receive voice calls (other than 911 emergency calls), until the start of the next monthly cycle. You will have the option of purchasing a Top Up to provide additional services by calling 1-855-340-ICON or visiting www.icon.net .

Account Status
Your account will remain active as long as you meet the applicable eligibility standards for ICON Telecom, INC service. You are responsible for notifying ICON Telecom, INC if you no longer meet the applicable eligibility standards for ICON Telecom, INC , by calling ICON Telecom, INC at 1-855-340-ICON.

If you receive a request from ICON Telecom, INC asking that you confirm your eligibility status, you must do so within 30 days after you receive such notice.

Payment Methods for Paid Service Options
You can purchase one of our Top-Ups through one of the following payment methods: (1) credit/debit card (2) Money Gram (3) contacting customer service at 1-855-340-ICON, or (4) buying a ICON Telecom, INC Top-Up card at any of our retail locations. Sales taxes will apply.

You can register to automatically renew your account by registering for Auto Pay. You agree to have Auto Pay deduct the amount of your monthly bill from your credit card. You can set up, modify, or cancel your Auto Pay preferences at www.icon.net or by calling ICON Telecom, INC at 1-855-340-ICON.

Taxes and surcharges are not included in our pricing for service options. ICON Telecom, INC charges state and local sales taxes. The amount of these surcharges is subject to change and may vary from time to time and by area. Third party retailers are responsible for collecting sales taxes and in certain states, regulatory fees, for Top-Up transactions that occur through such third party retailers. Taxes and fees are subject to change without notice.

International Calling
All phone plans include calls made in the 50 United States and do not include international calls. Any calls made outside the domestic US will result in the termination of service.

Messaging
You can send and receive text messages of up to 160 characters on your ICON Telecom, INC phone. Text messages will be valued at 1 talk minute per message sent and/or received. Call customer service at 1-855-340-ICON for package pricing. Each domestic text will be deducted from the available messages in your purchased plan. You can terminate your subscription or switch to another plan by calling ICON Telecom, INC customer service at 1-855-340-ICON. You may receive service alerts from ICON Telecom, INC for which there is no charge. If you are receiving unwanted text messages, contact the source and ask to be removed from their distribution list.

Unsolicited Messages
If you are found to be sending spam from your ICON Telecom, INC phone, we may terminate your service without further notice.

Data Services and Usage on Your ICON Telecom, INC phone
You may purchase a subscription for access to the mobile Internet, only available in our Upgrade offers. ICON Telecom, INC , in its sole discretion, may interrupt or suspend access due to abuse, excessive use, or violations of the Terms of Service.

Specific Terms and Restrictions Regarding Data Services
Your relationship with companies that provide Data Content is between you and them. You are responsible with any information you share and it is recommended that you use good judgment and care when you communicating and interacting with any website.

Data Content
You may check your balance at any time free of charge by visiting our website: www.icon.net or contacting customer service at 1-855-340-ICON.

Calls are billed in one-minute increments, with a minimum time per call of one minute. Call times are rounded up to the nearest whole minute. You can switch your number to another ICON Telecom, INC phone for no additional charge by calling ICON Telecom, INC at 1-855-340-ICON.

Please contact ICON Telecom, INC at 1-855-340-ICON or visit our website at www.icon.net for additional information.

Roaming
A roaming charge of $0.59/min will apply when making or receiving calls outside the home coverage area. We may notify you when you are roaming, but cannot guarantee we will be able to provide such notice in all cases.

Disputed Charges
If you think that there has been an error in any charge to your account, you must notify us immediately. Call ICON Telecom, INC at 1-855-340-ICON and an account specialist will investigate your claim. If you do not notify us within a 30-day period of the error, you waive any right to dispute the charge, including in arbitration or a court proceeding. If we determine that the disputed charge was inappropriate, your account will be credited or you may receive a refund. If you agree to a credit or refund, you are in agreement that this action has settled the dispute.

If we have attempted to charge your credit card for a charge that we deem is authorized and valid under these Terms of Service, and the credit card company withholds such payment because the charge has been disputed (a "Chargeback"), **we reserve the right to suspend your access to our service for up to 30 days until the Chargeback is reversed**. If the Chargeback is not resolved and reversed, your account will be deactivated at the end of the 30-day period.

No Refunds of Top-Up Cards and Monthly Charges
All Top-Up sales are final and non-refundable regardless of who uses or possesses your mobile phone after you buy airtime, and regardless of whether the mobile phone is used with your consent or knowledge.

Monthly charges are non-refundable.

Returning Your ICON Telecom, INC Phone
All mobile phones purchased directly from ICON Telecom, INC , include a 30 day limited warranty from the equipment provider. If you experience issues with your phone, please contact ICON Telecom, INC at 1-855-340-ICON and we will arrange for a replacement device.

Lost or Stolen Equipment
If your mobile phone is lost or stolen, *you are responsible* for charges incurred *until you notify us* of the loss of your mobile by calling ICON Telecom, INC at 1-855-340-ICON. Upon receiving notice that your mobile phone is lost or stolen, ICON Telecom, INC will suspend your account. If you do not either activate a new ICON Telecom, INC phone or notify us that you have found your old mobile phone within 60 days of the suspension of your account, your account will be deactivated and you will lose your ICON Telecom, INC phone number.

Mobile Phone Number
The mobile phone number we provide for your use is and will remain the property of ICON Telecom, INC . If you cancel your service with ICON Telecom, INC in order to use another mobile service (unless you transfer the mobile phone number to another telecommunications provider in accordance with applicable regulations), we reserve the right to assign the mobile phone number to another customer.

Acceptable Use of ICON Telecom, INC Products and Services
You may not use ICON Telecom, INC 's service for any illegal purpose, including harassing, threatening, abuse, defaming, or slandering any individual or entity. You may not use our service in a manner that interferes with another ICON Telecom, INC customer's use of our service.

ICON Telecom, INC and its business partners provide messages and data for non-commercial use only.

You may not publish or send any content that encourages unlawful, criminal, or fraudulent activity or that violates any ICON Telecom, INC rule or policy.

Suspension or Termination of Service
We reserve the right to issue a warning and to suspend or terminate your access to our service at any time should we determine in our sole discretion that you have violated these Terms of Service or any other rule or policy of ICON Telecom, INC .

Location Based Services
Location-based information is information that indicates the location of your ICON Telecom, INC phone. When you turn on your mobile phone, your device automatically communicates with our network and relays its current location unless you have turned off you handset's location functionality. Terminating our location-based services will not affect the status of any other services you receive from us.

ICON Telecom, INC Website
You may use our website located at **www.icon.net** to make payments and learn more about our products and the Lifeline program.

ICON Telecom, INC will not directly complete any calls to 1-900, 1-976 or other pay-per-call services.

ICON Telecom, INC is not responsible for the content or security of voicemail, messages or contact lists you create. We urge you to create a password to access your voicemail.

Always use your device in a safe manner that does not create a risk to your safety or the safety of others around you. While driving, always use a hands-free device and never use your mobile phone to send text messages. Always use your ICON Telecom, INC phone in accordance with all applicable laws and regulations.

Use of your Customer Information
In the course of providing service to you, we may collect certain information made available to us solely because of our relationship with you, including information regarding the nature and type of your service and the calls that you place and receive. We will always handle this data, so-called "Customer Proprietary Network Information" ("CPNI") in accordance with Federal Communications Commission regulations, federal consumer privacy laws and the ICON Telecom, INC Privacy Policy. We take reasonable steps to protect CPNI and your other personal information from unauthorized use or disclosure.

We will not intentionally share your personal information without your permission. We may, from time to time, use the information you provide us to market services to you that may be related to our service offerings. You will have the opportunity to choose whether you would like to receive text messages, email, direct mail, and other updates from ICON Telecom, INC and its partners about new products, special promotions and important service information by calling ICON Telecom, INC at 1-855-340-ICON. To comply with appropriate legal process, ICON Telecom, INC may disclose to law enforcement authorities and governmental agencies any information, including your name, account history, account information, or other transmission data, properly requested by law enforcement.

Dispute Resolution
ICON Telecom, INC and you, each agree to contact one another first, with any disputes. You must contact us with any dispute by calling ICON Telecom, INC at 1-855-340-ICON and provide a description of the problem as well as all relevant documents/information and the proposed resolution. We will contact you at the last address that you have provided us or on your mobile phone. We each agree to negotiate in good faith to resolve any dispute. You agree to pay all amounts reflected on your account statement, even while a dispute is being resolved.

No Trial by Jury
To the extent permitted by law, if a claim proceeds in court, we each also waive any right that we may have to trial by jury in any lawsuit or other proceeding. Unless otherwise specified herein, any disputes of a legal nature, whether a claim, complaint, arbitration demand or otherwise, shall be subject to the exclusive jurisdiction of the federal or state courts located within Shelby County in the State of Tennessee.

Limitation of Liability
Unless prohibited by law, ICON Telecom, INC and you agree to limit claims for damages or other monetary relief against each other to direct and actual damages. You agree that ICON Telecom, INC and its business partners are not liable to you or any third party for any indirect, special, incidental, consequential, exemplary, or punitive damages of any kind, including lost profits (regardless of whether we have been notified that such loss may occur) by reason of any act or omission in our provision of products or services or under any legal theory, including fraud, misrepresentation, breach of contract, personal injury, product liability or any other theory. ICON Telecom, INC assumes no risk or responsibility for your use of any of the content provided as part of our services. You acknowledge that no fiduciary or other special relationship exists between you and ICON Telecom, INC , by virtue of these Terms of Service or your use of ICON Telecom, INC phones and services. You also agree we are not liable for missed voice mails, deletion of contacts from you address book, or data content or messages from your voicemail system.

Indemnification
You agree to indemnify and hold harmless ICON Telecom, INC and its affiliates and their respective officers, agents, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof), resulting from your use of ICON Telecom, INC products and services, or another person whom you authorize to use your products or services, whether based in contract or tort (including strict liability) and regardless of the form of action.

We do not manufacture our mobile phones or other equipment. The only warranties applicable to such devices or equipment are those extended by the distributor. We have no liability, therefore, in connection with mobile phones and other equipment or for manufacturers' acts or omissions.

Effect of Terms of Service
These Terms of Service supersede all oral or written communications and understandings between you and ICON Telecom, INC with respect to our products and services to you and the terms under which they are offered and provided to you.

Exhibit D

Balance Sheet

CONFIDENTIAL AND PROPRIETARY

Icon Telecom Inc.
Balance Sheet
As of June 17, 2012

Accrual Basis

	Jun 17, 12
ASSETS	
Current Assets	
Checking/Savings	
[redacted]	[redacted]
Total Checking/Savings	
Accounts Receivable	
Accounts Receivable	
Total Accounts Receivable	
Other Current Assets	
[redacted]	
Total Other Current Assets	
Total Current Assets	
TOTAL ASSETS	
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
[redacted]	[redacted]
Total Other Current Liabilities	
Total Current Liabilities	
Total Liabilities	
Equity	
[redacted]	
Total Equity	
TOTAL LIABILITIES & EQUITY	

Exhibit E

Key Management Resumes

President – Wes Chew

Wes Chew has served as ICON Telecom's President since the incorporation of ICON Telecom Inc. as a full facilities CLEC in 2001. Mr. Chew has successfully negotiated an interconnection agreement with the incumbent ILEC South Western Bell in 2001 and its implementation of the Taqua Class 5 next generation softswitch and the subsequent build out of its co-location and central office with South Western Bell Telephone. Mr. Chew overseas the daily operation of ICON, manages carrier vendor and handset vendor relationships. Prior to ICON, Mr. Chew, a resident of Oklahoma, successfully owned and operated Oklahoma's first ISP (internet service provider) during 1993-2001whileattending college at the University of Central Oklahoma. In 2005, Mr. Chew graduated with a Bachelor of Science in Computer Science. Prior, Mr. Chew has worked with Mitutoyo Corp as a software engineer.

Chief Financial Officer – Cynthia Li

Cynthia Li joined ICON Telecom in December of 2011 as its Chief Financial Officer. Ms. Li's responsibilities include overseeing all company accounting practices, including accounting departments, preparing budgets, financial reports, tax and audit functions. Ms. Li directs financial strategy, planning and forecasts, and supervises investment and rising of funds for business. Ms. Li studies, analyzes and reports on trends, opportunities for expansion and projection of future company growth. Ms. Li's prior experience includes five years as Controller at AT&T's Yellow Page and YP.COM division. During her tenure there, Ms. Li participated in the merger of the YP.COM division with a Texas based Hedge fund investor. Prior, Ms. Li worked at Hertz Corporation with the international fleet division as its senior accounting manager.

Director of Direct Sales - Oscar Perez

Oscar Perez joined ICON during its entry into the wireless market in 2011. Mr. Perez has successfully organized and managed ICON's direct sales channel. Under his supervision, ICON's Lifeline subscriber base has grown to 70,000 customers. He has many years of experience working with direct sales management. He has worked with major cable and satellite providers such as Comcast Cable, Time Warner Cable and Direct TV.

Chief Compliance Officer - Susan Lamb

Ms. Susan Lamb joined ICON as its Chief Compliance Officer in 2009. Ms. Lamb's job responsibilities include Carrier Relations/Regulatory Compliance. Ms. Lamb negotiates favorable contract terms; participates with legal in regulatory actions affecting company operations; prepares comments, answers to official complaints, pleadings, and data gathering and filing state and federal reports; negotiates dispute resolutions involving billing collocation, repair, and contract compliance. Prior, Ms. Lamb had a successful 20-year career with Quest Communication in its Spokane, WA division as its Senior Account Manager.

Exhibit F

Proposed Lifeline Rate Plans

PLAN	Free Monthly Minutes Included in Plan	Text Messaging Charge	Unused Minutes Carryover	Voice Mail Caller ID Call Waiting
A	68 minutes	3 text / 1 min	Yes – 12 months	Yes
B	125 minutes	1 text / 1 min	Yes – 3 months	Yes
C	250 minutes	1 text / 1 min	No	Yes

All Plans come with:

- Free handset
- Free calls to Customer Service
- Free calls to 911 emergency services

Additional bundles of minutes currently available:

$5 = 35 minutes
$10 = 75 minutes
$20 = 160 minutes
$30 = 270 minutes
$50 = 700 minutes