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December 7, 2012

VIA ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: Unity Telecom, LLC Revised Compliance Plan; WC Docket Nos. 09-197, 11-42

Dear Ms. Dortch:

On June 29, 2012, Unity Telecom, LLC (“Unity”) submitted its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.¹ On October 23, 2012, Unity revised its Compliance Plan to provide additional details and clarifications.

Unity has further revised its Compliance Plan (pp. 7-8) to state that a Unity employee will be responsible for overseeing and finalizing Lifeline enrollments. Nothing else in the Compliance Plan has been changed.

Unity hereby re-submits its complete Compliance Plan with the above revision. Based on the minor nature of this addition, Unity reiterates its request for expeditious approval of its Compliance Plan.

¹ See *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 (Feb. 6, 2012).

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This letter and revised Compliance Plan is being filed electronically for inclusion in the public record of the above-referenced proceedings. Please feel free to contact the undersigned with any questions.

Respectfully submitted,



John J. Heitmann
Joshua T. Guyan

Counsel to Unity Telecom, LLC

cc: Kim Scardino
Divya Shenoy
Michele Schaefer
Alexander Minard
David Bradford

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

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|---|----------------------|
| In the Matter of | |
| Telecommunications Carriers Eligible to Receive Universal Service Support | CC Docket No. 09-197 |
| Lifeline and Link Up Reform and Modernization | WC Docket No. 11-42 |
| Unity Telecom, LLC | |

UNITY TELECOM, LLC COMPLIANCE PLAN

Unity Telecom, LLC (“Unity” or the “Company”)¹ f/k/a dPi Teleconnect, LLC, hereby files its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.²

Unity commends the Commission’s commitment to a nationwide communications system that promotes the safety and welfare of all Americans, including Lifeline customers. Unity will comply with 911 requirements as described below and it is submitting this Compliance Plan in order to qualify for blanket forbearance from the facilities requirement of section 214(e)(1)(A) of

¹ The Company hereby also reports its corporate and trade names, identifiers, and its holding company, operating companies and affiliates in Exhibit A attached hereto.

² See *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 (Feb. 6, 2012) (“*Lifeline Reform Order*”). Company herein submits the information required by the Compliance Plan Public Notice. See *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197, 11-42, Public Notice, DA 12-314 (rel. Feb. 29, 2012).

the Communications Act and participate as an eligible telecommunications carrier (“ETC”) in the Lifeline program.³

Unity will comply fully with all conditions set forth in the *Lifeline Reform Order*, as well as with the Commission’s Lifeline rules and policies more generally.⁴ This Compliance Plan describes the specific measures that Unity intends to implement to achieve these objectives and the objectives described in the *Lifeline Reform Order*. Specifically, this Compliance Plan: (1) describes the specific measures that Unity will take to implement the obligations contained in the *Lifeline Reform Order*, including the procedures Unity 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; and (2) provides a detailed description of how Unity offers Lifeline services, the geographic areas in which it offers services, and a detailed description of Unity’s Lifeline service plan offerings.

³ See *Lifeline Reform Order*, ¶ 368. 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) for purposes of the federal Lifeline program, the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state 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, including in any state where the public utilities commission determines that Unity provides service using its own facilities for purposes of a state universal service program.

⁴ In addition, this Compliance Plan is substantially consistent with the compliance plan filed by Global Connection Inc. of America. See Global Connection of America Inc. Compliance Plan, WC Docket Nos. 09-197, 11-42 (Apr. 30, 2012). The Global Connection compliance plan was approved on May 25, 2012. See Public Notice, DA 12-828.

ACCESS TO 911 AND E911 SERVICES⁵

Pursuant to the *Lifeline Reform Order*, forbearance is conditioned upon Unity (1) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; and (2) providing its Lifeline subscribers with E911-compliant Wireless Terminal Devices (“Device(s)”) and replacing, at no additional charge to the subscriber, noncompliant Devices of Lifeline-eligible subscribers who obtain Lifeline-supported services.⁶ Unity is currently able to comply with these conditions.

Unity will provide its Lifeline customers with access to 911 and E911 services immediately upon activation of service. The Commission and consumers are hereby assured that all Unity 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 Company Devices, even if the account associated with the handset has no minutes remaining.

Unity’s existing practices currently provide access to 911 and E911 services for all customers. Unity uses Verizon Wireless as its underlying network provider/carrier for the Unity fixed wireless service.⁷ Unity purchases wireless service from TAG Mobile, which purchases airtime from Coast 2 Coast, which, in turn, purchases wireless service from Verizon Wireless. Verizon Wireless routes 911 calls from the Company’s customers in the same manner as 911

⁵ See Compliance Plan Public Notice at 3.

⁶ See *Lifeline Reform Order*, ¶ 373.

⁷ The Unity fixed wireless service is a CMRS service pursuant to Commission precedent. See *Petition of the State Independent Alliance and the Independent Telecommunications Group for a Declaratory Ruling that the Basic Universal Service Offering Provided by Western Wireless in Kansas is Subject to Regulation as Local Exchange Service*, WT Docket No. 00-239, Memorandum Opinion and Order, FCC 02-164, ¶¶ 16-25 (2002) (finding that the Western Wireless Basic Universal Service fixed wireless service, which is substantially similar to the Unity fixed wireless service, was properly classified as CMRS.).

calls from Verizon Wireless' own retail customers. To the extent that Verizon Wireless is certified in a given PSAP territory, this 911 capability will function the same for Unity. Unity also currently enables 911 emergency calling services for all properly activated Devices regardless of whether the account associated with the handset is active, suspended or terminated. Finally, Unity transmits all 911 calls initiated from any of its Devices even if the account associated with the Device has no remaining minutes.

With respect to Unity's traditional wireline service, the ILECs that serve as Unity's underlying carriers route 911 calls from the Company's customers in the same manner as 911 calls from their own retail customers. To the extent that an ILEC is certified in a given PSAP territory, this 911 capability will function the same for Unity as it does for the ILEC. Depending on the geographic location, Unity purchases its residential wireline service from the following ILECs: CenturyLink, Windstream, Frontier, Verizon and Qwest. These ILECs will route 911 calls from the Company's customers in the same manner as 911 calls from their own retail customers. Finally, regarding Unity's VoIP product offering, 911 and E911 services will be provided consistent with the Commission's E911 requirements for interconnected VoIP services.⁸

E911-Compliant Devices. Unity will ensure that all Devices used in connection with the CMRS Lifeline service offering will be E911-compliant. Unity uses Devices from Huawei Device USA, Inc., that have been through a stringent certification process with Verizon Wireless, which ensures that the Device models used meet all 911 and E911 requirements. As a result, any customer that qualifies for and elects Lifeline service will receive a 911/E911-compliant Device as well.

⁸ See 47 C.F.R. § 9.5.

COMPLIANCE PLAN

I. PROCEDURES TO ENROLL A SUBSCRIBER IN LIFELINE⁹

A. Policy

Unity complies with the uniform eligibility criteria established in new section 54.409 of the Commission's rules, as well as any additional certification and verification requirements for Lifeline eligibility in states where Unity is designated as an ETC. In states where there are state-imposed requirements, Unity will comply with the certification and verification procedures in effect in that state as reflected on the website of the Universal Service Administration Company ("USAC"). For any states that do not have established rules of procedure in place, Unity will comply with the certification and verification procedures in effect as reflected in the *Lifeline Reform Order* and the rules.

Therefore, all subscribers will be required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; or (2) the household's participation in one of the federal assistance programs listed in new sections 54.409(a)(2) or 54.409(a)(3) of the Commission's rules. In addition, through the certification requirements described below, Unity will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

B. Eligibility Determination

The vast majority of Unity's Lifeline customer enrollment is done in-person at Agent retail locations. Customers can also sign up for Lifeline service, ask questions and recertify via

⁹ See Compliance Plan Public Notice at 3.

Unity's website. Further, customers are encouraged to contact Unity by phone through its Customer Service Department for any questions related to Lifeline service and/or recertification. While applications for Lifeline Service cannot be taken over the phone, Unity's Customer Service Representatives are able to direct customers to a local Agent location to apply for service in person when such customer does not have access to the Internet, or in the alternative can mail a Lifeline application to the customer for completion and provide instruction with regard to the proof of eligibility requirements and requisite certifications.

If Unity cannot determine a prospective subscriber's eligibility for Lifeline by accessing income databases or program eligibility databases, Unity's employees or agents ("Company personnel") will review documentation establishing eligibility pursuant to the Lifeline rules. All personnel who interact with actual or prospective customers will be trained to assist Lifeline applicants in determining whether they are eligible to participate based on the federal and state-specific income-based and/or program-based criteria. These personnel will be trained to answer questions about Lifeline eligibility, and will review required documentation to determine whether it satisfies the *Lifeline Reform Order* and state-specific eligibility requirements using state-specific checklists.

Proof of Eligibility. Company personnel will be trained on acceptable documentation required to establish income-based and program-based eligibility.¹⁰ Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (*e.g.*, the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid

¹⁰ See *Lifeline Reform Order*, ¶ 101. See also USAC Guidance available at <http://www.usac.org/li/telecom-carriers/step06/default.aspx>.

participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.¹¹

Acceptable documentation of income eligibility includes 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 consecutive months' time.¹²

Company personnel will examine this documentation for each Lifeline applicant, and will record the type of documentation used to satisfy the income- or program-based criteria.¹³ In addition, Company personnel will fill in, where available, the last four digits of an account or other identifying number on the proof document, the date of the proof document and the expiration of the proof document. Unity will not retain a copy of this documentation, except where state rules require such retention.¹⁴ Where Company personnel conclude that proffered documentation is insufficient to establish such eligibility, Unity will deny the associated application and inform the applicant of the reason for such rejection. In the event that Company personnel cannot ascertain whether documentation of a specific type is sufficient to establish an applicant's eligibility, the matter will be escalated to supervisory personnel at Unity's corporate headquarters in Carrollton, Texas. In addition, a Unity employee will be responsible for

¹¹ *Id.* and section 54.410(c)(1)(i)(B).

¹² *See Lifeline Reform Order*, ¶101; section 54.410(b)(1)(i)(B).

¹³ *See Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(iii), 54.410(c)(1)(iii).

¹⁴ *See Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(ii), 54.410(c)(1)(ii).

overseeing and finalizing every Lifeline enrollment prior to including that customer on an FCC Form 497 for reimbursement.

Further, Unity will not enroll customers at retail locations where the retailer's employees will perform the direct sales contact with such customers unless Unity has an agency agreement with the retailer. Unity will require an agent retailer to have any employees involved in the enrollment process go through the standard Unity training process, same as it would for any other agent. By establishing agency relationships with all of its Company personnel, including future retail outlets, Unity meets the "deal directly" requirement adopted in the TracFone Forbearance Order.¹⁵

The Commission determined in the *Lifeline Reform Order* that ETCs may permit agents or representatives to review documentation of consumer program eligibility for Lifeline because "the Commission has consistently found that '[l]icensees and other Commission regulatees are responsible for the acts and omissions of their employees and independent contractors.'"¹⁶ Because Unity is responsible for the actions of all of its employees and agents, including those enrolling customers in any Unity owned or affiliated retail locations, and a Unity employee will be responsible for overseeing and finalizing every Lifeline enrollment prior to including that customer on an FCC Form 497 for reimbursement, the Company will always "deal directly" with its customers to certify and verify the customer's Lifeline eligibility.

De-Enrollment for Ineligibility. If Unity has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, Unity will notify the subscriber of impending termination in writing and in compliance with any applicable state dispute resolution

¹⁵ See Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(i), CC Docket no. 96-45, Order, FCC 05-165, ¶19 (2005).

¹⁶ *Lifeline Reform Order*, ¶ 110.

procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.¹⁷ A demonstration of eligibility must comply with the annual verification procedures below and found in new rule section 54.410(f), including the submission of a certification form. If a customer contacts the Company and states that he or she is not eligible for Lifeline or wishes to de-enroll for any reason, the Company will de-enroll the customer within five business days. Customers can make this request by calling the Company's customer service number and will not be required to submit any documents.

C. Subscriber Certifications for Enrollment

Unity will implement certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the *Lifeline Reform Order*, together with any additional state certification requirements.¹⁸ Unity shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent Unity's customers from engaging in such abuse of the program, inadvertently or intentionally. Every applicant will be required to complete an application/certification form containing disclosures, and collecting certain information and certifications as discussed below.¹⁹ Applicants that seek to enroll based on income eligibility will be referred to a worksheet showing the Federal Poverty Guidelines by household size.²⁰ Applicants that do not complete the form in person will be required to return the signed application/certification to Unity by mail, facsimile, electronic mail or other electronic

¹⁷ See *Lifeline Reform Order*, ¶ 143; section 54.405(e)(1).

¹⁸ *Lifeline Reform Order*, ¶ 61; section 54.410(a).

¹⁹ See Model Application/Certification Form, included as Exhibit B. See Compliance Plan Public Notice at 3.

²⁰ See Income Eligibility Worksheet, included as Exhibit C.

transmission. In addition, Company personnel will verbally explain the certifications to consumers when they are enrolling in person or over the phone.²¹

Disclosures. Unity's application and certification forms will include the following disclosures: (1) Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program; (2) only one Lifeline service is available per household; (3) 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; (4) a household is not permitted to receive Lifeline benefits from multiple providers; (5) violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-enrollment from the program; and (6) Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.²²

Applications and certification forms will also state that: (1) the service is a Lifeline service, (2) Lifeline is a government assistance program, and (3) only eligible consumers may enroll in the program.²³

In addition, Unity will notify the applicant that pre-paid service must be personally activated by the subscriber and the service will be deactivated and the subscriber de-enrolled if the subscriber does not use the service for 60 days.²⁴

Information Collection. Unity will also collect the following information from the applicant in the application/certification form: (1) the applicant's full name; (2) the applicant's

²¹ See *Lifeline Reform Order*, ¶ 123.

²² See *Lifeline Reform Order*, ¶ 121; section 54.410(d)(1).

²³ See section 54.405(c).

²⁴ See *Lifeline Reform Order*, ¶ 257.

full residential address (P.O. Box is not sufficient²⁵); (3) whether the applicant's residential address is permanent or temporary; (4) the applicant's billing address, if different from the applicant's residential address; (5) the applicant's date of birth; (6) the last four digits of the applicant's Social Security number (or the applicant's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a Social Security number); (7) if the applicant is seeking to qualify for Lifeline under the program-based criteria, the name of the qualifying assistance program from which the applicant, his or her dependents, or his or her household receives benefits; and (8) if the applicant is seeking to qualify for Lifeline under the income-based criterion, the number of individuals in his or her household.²⁶

Applicant Certification. Consistent with new rule section 54.410(d)(3), Unity will require the applicant to certify, under penalty of perjury, in writing or by electronic signature or interactive voice response recording,²⁷ the following: (1) the applicant meets the income-based or program-based eligibility criteria for receiving Lifeline; (2) the applicant will notify Unity within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the applicant no longer meets the income-based or program-based criteria for receiving Lifeline support, the applicant is receiving more than one Lifeline benefit, or another member of the applicant's household is receiving a Lifeline benefit; (3) if the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands; (4) if the applicant moves to a new address, he or she will provide that new address to Unity within 30 days; (5) if the applicant provided a temporary residential address to Unity, the applicant will be required to verify his or her temporary residential address every 90

²⁵ See *id.*, ¶ 87.

²⁶ See section 54.410(d)(2).

²⁷ See *Lifeline Reform Order*, ¶¶ 168-69; section 54.419.

days; (6) the applicant's household will receive only one Lifeline service and, to the best of the applicant's knowledge, the applicant's household is not already receiving a Lifeline service; (7) the information contained in the applicant's certification form is true and correct to the best of the applicant's knowledge; (8) the applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and (9) the applicant acknowledges that the applicant may be required to re-certify his or her continued eligibility for Lifeline at any time, and the applicant's failure to re-certify as to the applicant's continued eligibility will result in de-enrollment and the termination of the applicant's Lifeline benefits pursuant to the de-enrollment policy included below and in the Commission's rules.

In addition, the applicant will be required to authorize Unity to access any records required to verify the applicant's statements on the application/certification form and to confirm the applicant's eligibility for Unity Lifeline credit. The applicant must also authorize Unity to release any records required for the administration of Unity Lifeline credit program, including to USAC to be used in any Lifeline program eligibility database.²⁸

D. Annual Verification Procedures

Unity will annually re-certify all subscribers by querying the appropriate eligibility databases or obtaining a signed certification from each subscriber consistent with the certification requirements above and new section 54.410(d) of the Commission's rules. This certification will include a confirmation that the applicant's household will receive only one Lifeline service and, to the best of the subscriber's knowledge, the subscriber's household is

²⁸ See Section 54.404(b)(9). The application/certification form will also describe the information that will be transmitted, that the information is being transmitted to USAC to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service. *See id.*

receiving no more than one Lifeline service.²⁹ Unity will notify each participating Lifeline customer prior to his or her service anniversary date that he or she must confirm his or her continued eligibility in accordance with the applicable requirements. Further, the verification materials will inform the subscriber that he or she is being contacted to re-certify his or her continuing eligibility for Lifeline and if the subscriber fails to respond, he or she will be de-enrolled in the program.³⁰

2012 Verification. Unity will re-certify the eligibility of each of its existing subscribers as of June 1, 2012 on a rolling basis by the end of 2012 and report the results to USAC by January 31, 2013.³¹ Company will contact its subscribers by mail, phone, email or other Internet communication. The notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact Unity.

Verification De-Enrollment. Unity will de-enroll subscribers that do not respond to the annual verification or fail to provide the required certification.³² Unity will give subscribers 30 days to respond to the annual verification inquiry. If the subscriber does not respond, Unity will send a separate written notice explaining that failure to respond within 30 days will result in the subscriber's de-enrollment from the Lifeline program. If the subscriber does not respond within 30 days, Unity will de-enroll the subscriber within five business days.

²⁹ See *Lifeline Reform Order*, ¶ 120.

³⁰ See *id.*, ¶ 145.

³¹ See *id.*, ¶ 130.

³² See *id.*, ¶ 142; section 54.405(e)(4).

E. Activation and Non-Usage

Unity will not consider a pre-paid³³ subscriber activated, and will not seek reimbursement for Lifeline service for that subscriber, until the subscriber activates Unity's prepaid service by affirmatively acknowledging that they are the applicant and that they have applied for and wish to receive Lifeline service from Unity. More specifically, the customer must receive the Device and activate it by entering the last four digits of the customer's Social Security number (or the applicant's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a Social Security number) that was used to enroll in the Lifeline service. If the customer attempts to make any call other than to 911 prior to activating the service, the call will automatically be routed to Unity's customer support line where Company personnel will ask the customer for the required four digits to activate the service.³⁴

In addition, after service activation, Unity will provide a de-enrollment notice to subscribers that have not used their service for 30 days and another notice after 45 days. After 30 days of non-use, Unity will provide notice to the subscriber that failure to use the Lifeline service within a 30-day notice period will result in de-enrollment.³⁵ Subscribers can "use" the service by: (1) completing an outbound call; (2) purchasing minutes from Company to add to the subscriber's plan; (3) answering an incoming call from a party other than Company; or (4) responding to a direct contact from Company and confirming that the subscriber wants to continue receiving the service.³⁶

³³ By "prepaid" the Company means any customers from whom it does not assess and collect a monthly charge, as described in the *Lifeline Reform Order*, ¶ 257, n.697.

³⁴ See *Lifeline Reform Order*, ¶ 257; section 54.407(c)(1).

³⁵ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

³⁶ See *Lifeline Reform Order*, ¶ 261; section 54.407(c)(2).

If the subscriber does not respond to the notice, the subscriber will be de-enrolled and Unity will not request further Lifeline reimbursement for the subscriber. Unity will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.³⁷

F. Additional Measures to Prevent Waste, Fraud and Abuse

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, Unity will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence.

In addition to checking the database when it becomes available, Company personnel will emphasize the “one Lifeline phone per household” restriction in their direct sales contacts with potential customers. Training materials will include a discussion of the limitation to one Lifeline supported service per household, and the need to ensure that the customer is informed of this restriction.

Database. When the National Lifeline Accountability Database (“National Database”) becomes available, Unity will comply with the requirements of new rule section 54.404. Unity will query the National Database to determine whether a prospective subscriber is currently receiving a Lifeline service from another ETC and whether anyone else living at the prospective subscriber’s residential address is currently receiving Lifeline service.³⁸

³⁷ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

³⁸ See *Lifeline Reform Order*, ¶ 203. Company will also transmit to the National Database the information required for each new and existing Lifeline subscriber. See *Lifeline Reform Order*, ¶¶ 189-195; section 54.404(b)(6). Further, Company will update each subscriber’s information in the National Database within ten business days of any

One-Per-Household. Unity will implement the requirements of the *Lifeline Reform Order* to ensure that it provides only one Lifeline benefit per household³⁹ through the use of its application and certification forms discussed above, database checks and its marketing materials discussed below. Upon receiving an application for Unity’s Lifeline service, Unity will search its own internal records to ensure that it does not already provide Lifeline-supported service to someone at the same residential address.⁴⁰ If so, Unity will require the applicant to complete and submit a written USAC document containing 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, pursuant to the Commission’s definition; and (4) the penalty for a consumer’s failure to make the required one-per-household certification (*i.e.*, de-enrollment).⁴¹ Further, if a subscriber provides a temporary address on his or her application/certification form collected as described

change, except for de-enrollment, which will be transmitted within one business day. *See* section 54.404(b)(8),(10).

³⁹ A “household” is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An “economic unit” consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians. *See Lifeline Reform Order*, ¶ 74; section 54.400(h).

⁴⁰ *See Lifeline Reform Order*, ¶ 78.

⁴¹ *See id.* The USAC worksheet is available at <http://www.usac.org/li/tools/news/default.aspx#582>.

above, Unity will verify with the subscriber every 90 days that the subscriber continues to rely on that address.⁴²

In addition, Company personnel will inform each Lifeline applicant that he or she may be receiving Lifeline support under another name, and facilitate the applicant's understanding of what constitutes "Lifeline-supported services," and ability to determine whether he or she is already benefiting from Lifeline support, by informing the consumer that all Lifeline services may not be currently marketed under the name Lifeline. Unity will also ask each customer whether they are receiving Lifeline service from one of the other major Lifeline providers in the state (e.g., SafeLink, Assurance).

Further, at the time of enrollment, Unity will check each applicant against a pooled duplicates database established by CGM, LLC. Unity's subscriber list is currently in the pooled database for other ETCs to check against, and Unity is building the systems necessary to interface with the pooled database and check for duplicates.

Finally, Unity will continue to participate in the In-Depth Validation process with the Commission and USAC to locate and address duplicates between ETCs in various states until the national database is in place.

Marketing Materials. Unity will include the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service, (2) Lifeline is a government assistance program, (3) the service is non-transferable, (4) only eligible consumers may enroll in the program, (5) the program is limited to one discount per household, consisting of either wireline or wireless service; (6) that documentation is necessary for

⁴² See *Lifeline Reform Order*, ¶ 89.

enrollment; and (7) Unity's name (the ETC).⁴³ These statements will be included in all print, audio video and web materials (including social networking media) used to describe or enroll customers in Unity's Lifeline service offering, as well as Unity's application forms and certification forms.⁴⁴ This specifically includes Unity's website (www.unitytelecom.com) and outdoor signage.⁴⁵ A sample of Unity's marketing materials is included as Exhibit D. The Company's application/certification form will state that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

G. Company Reimbursements From the Fund

To ensure that Unity does not seek reimbursement from the Fund without a subscriber's consent, Company will certify, as part of each reimbursement request, that it is in compliance with all of the Commission's Lifeline rules and, to the extent required, has obtained valid certification and verification forms from each of the subscribers for whom it is seeking reimbursement.⁴⁶ Further, the Company will transition the submission of its FCC Forms 497 to the eighth day of each month in order to be reimbursed the same month.⁴⁷ In addition, Company will keep accurate records as directed by USAC⁴⁸ and as required by new section 54.417 of the Commission's rules.

⁴³ See *Lifeline Reform Order*, ¶ 275; section 54.405(c).

⁴⁴ See *id.*

⁴⁵ See *id.*

⁴⁶ See *Lifeline Reform Order*, ¶ 128; section 54.407(d).

⁴⁷ See *Lifeline Reform Order*, ¶¶ 302-306.

⁴⁸ See *id.*

H. Annual Company Certifications

Unity will submit an annual certification to USAC, signed by a Company officer under penalty of perjury, that Unity: (1) has policies and procedures in place to review consumers' documentation of income- and program-based eligibility and ensure that its Lifeline subscribers are eligible to receive Lifeline services;⁴⁹ (2) is in compliance with all federal Lifeline certification procedures;⁵⁰ and (3) has obtained a valid certification form for each subscriber for whom the carrier seeks Lifeline reimbursement.⁵¹

In addition, Unity will provide the results of its annual recertifications/verifications on an annual basis to the Commission, USAC, the applicable state commission and the relevant Tribal governments (for subscribers residing on Tribal lands).⁵² Further, as discussed above, Unity will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.⁵³

Unity will also annually report to the Commission, USAC, and relevant state commissions and the relevant authority in a U.S. territory or Tribal government as appropriate,⁵⁴ the company name, names of the company's holding company, operating companies and affiliates, and any branding (such as a "dba" or brand designation) as well as relevant universal service identifiers for each entity by Study Area Code.⁵⁵ Unity will report annually information regarding the terms and conditions of its Lifeline plans for voice telephony service offered

⁴⁹ See *Lifeline Reform Order*, ¶ 126; section 54.416(a)(1).

⁵⁰ See *Lifeline Reform Order*, ¶ 127; section 54.416(a)(2).

⁵¹ See section 54.416(a)(3).

⁵² See *Lifeline Reform Order*, ¶¶ 132, 148; section 54.416(b).

⁵³ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

⁵⁴ See *Lifeline Reform Order*, section 54.422(c).

⁵⁵ See *Lifeline Reform Order*, ¶¶ 296, 390; section 54.422(a).

specifically for low-income consumers 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.⁵⁶ Finally, Unity will annually provide detailed information regarding service outages in the previous year, the number of complaints received and certification of compliance with applicable service quality standards and consumer protection rules, as well as a certification that Company is able to function in emergency situations.⁵⁷

I. Cooperation with State and Federal Regulators

Unity has cooperated and will continue to cooperate with federal and state regulators to prevent waste, fraud and abuse. More specifically, Unity will:

- Make available, upon request, state-specific subscriber data, including the names and addresses of Lifeline subscribers, to USAC and to each state public utilities commission where Unity operates for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier;⁵⁸
- Assist the Commission, USAC, state commissions, and other ETCs in resolving instances of duplicative enrollment by Lifeline subscribers, including by providing to USAC and/or any state commission, upon request, the necessary information to detect and resolve duplicative Lifeline claims;
- Promptly investigate any notification that it receives from the Commission, USAC, or a state commission to the effect that one of its customers already receives Lifeline services from another carrier; and
- Immediately de-enroll any subscriber whom Unity has a reasonable basis to believe⁵⁹ is receiving Lifeline-supported service from another ETC or is no longer eligible – whether or not such information is provided by the Commission, USAC, or a state commission.

⁵⁶ See *Lifeline Reform Order*, ¶ 390; section 54.422(b)(5).

⁵⁷ See *Lifeline Reform Order*, ¶ 389; section 54.422(b)(1)-(4).

⁵⁸ The Company anticipates that the need to provide such information will sunset following the implementation of the national duplicates database.

⁵⁹ See section 54.405(e)(1).

II. Description of Lifeline Service Offerings⁶⁰

Unity will offer a Lifeline discount of \$12.75 on all its product offerings, which include traditional wireline residential service, fixed wireless service provided on a CMRS platform, and residential VoIP telephony service, in the states where it is designated as an ETC.⁶¹ Unity's product portfolio is attached hereto as Exhibit F.

III. Demonstration of Financial and Technical Capabilities and Certifications Required for ETC Designation⁶²

Financial and Technical Capabilities. Revised Commission rule 54.202(a)(4), 47 C.F.R. 54.202(a)(4), requires carriers petitioning for ETC designation to demonstrate financial and technical capability to comply with the Commission's Lifeline service requirements.⁶³ The Compliance Plan Public Notice requires that carriers' compliance plan include this demonstration. Among the factors the Commission will consider are: a carrier's prior offering of service to non-Lifeline subscribers, the length of time the carrier has been in business, whether the carrier relies exclusively on Lifeline reimbursement to operate; whether the carrier receives revenues from other sources and whether the carrier has been the subject of an enforcement action or ETC revocation proceeding.

Unity has been providing telecommunications service since January of 1999 and it has been providing Lifeline service since April of 2008. Unity receives revenue from a number of sources which are completely independent from the revenue it receives in the form of Lifeline reimbursements. Unity's revenue streams include, in addition to its Lifeline service offerings,

⁶⁰ See Compliance Plan Public Notice at 3.

⁶¹ The Company is designated as an ETC in the states identified in Exhibit E.

⁶² See Compliance Plan Public Notice at 3.

⁶³ See *Lifeline Reform Order*, ¶¶ 387-388 (revising Commission rule 54.202(a)(4)).

income from the sale of non-Lifeline supported telephone service, the sale of supplementary long distance service, and the sale of various other ancillary services, including but not limited to, data services, commercial telephone services and VoIP service packages. Unity receives revenues from these non-Lifeline retail offerings, and also has access to other financial resources including from its well-established parent company Amvensys Capital Group, LLC. Amvensys Capital Group, LLC, as shown in Exhibit A, holds eleven companies, four of which offer telecommunications services and only two of which are ETCs that are able to provide Lifeline service and seek reimbursement from the Fund. Consequently, Unity has not and will not be relying exclusively on Lifeline reimbursement for its operating revenues. The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

Service Requirements Applicable to Company's Support. The Compliance Plan Public Notice requires carriers to include "certifications required under newly amended section 54.202 of the Commission's rules."⁶⁴ Unity certifies that it will comply with the service requirements applicable to the support it receives.⁶⁵ Unity provides all of the telecommunications service supported by the Lifeline program and will make the services available to all qualified consumers throughout the states in which it is designated as an ETC. Unity's fixed wireless and VoIP services include voice telephony services that provide voice grade access to the public switched network or its functional equivalent. Further, Company's service offerings provide its customers with minutes of use for local service at no additional charge to the customer. The Company's current Lifeline offerings include packages in Section II *supra* that can be used for local and domestic toll service.

⁶⁴ Compliance Plan Public Notice at 3.

⁶⁵ 47 C.F.R. § 54.202(a)(1).

Unity also will provide access to emergency services provided by local government or public safety officials, including 911 and E911 where available and will comply with any Commission requirements regarding E911-compatible Devices and E911 requirements for interconnected VoIP services. As discussed above, Company will comply with the Commission's forbearance grant conditions relating to the provision of 911 and E911 services and handsets.

Finally, Company will not provide toll limitation service ("TLS"), which allows low-income consumers to avoid unexpected toll charges. However, since the Company is a prepaid service provider, both with respect to its fixed wireless service and its VoIP service, customers cannot be disconnected for failure to pay toll charges, nor are there additional charges for exceeding their minutes. Further, the Company, like most wireless carriers, does not differentiate domestic long distance toll usage from local usage for either its fixed wireless or VoIP service offerings. Pursuant to the *Lifeline Reform Order*, subscribers to such services are not considered to have voluntarily elected to receive TLS.⁶⁶

IV. Conclusion

Unity submits that its Compliance Plan fully satisfies the conditions set forth in the Commission's *Lifeline Reform Order*, the Compliance Plan Public Notice and the Lifeline rules. Accordingly, Unity respectfully requests that the Commission approve its Compliance Plan.

⁶⁶ See *Lifeline Reform Order*, ¶ 230.

Respectfully submitted,



John J. Heitmann
Joshua T. Guyan
Kelley Drye & Warren, LLP
3050 K Street, NW
Suite 400
Washington, D.C. 20007
(202) 342-8544

Counsel to Unity Telecom, LLC

December 7, 2012

EXHIBIT A

Amvensys

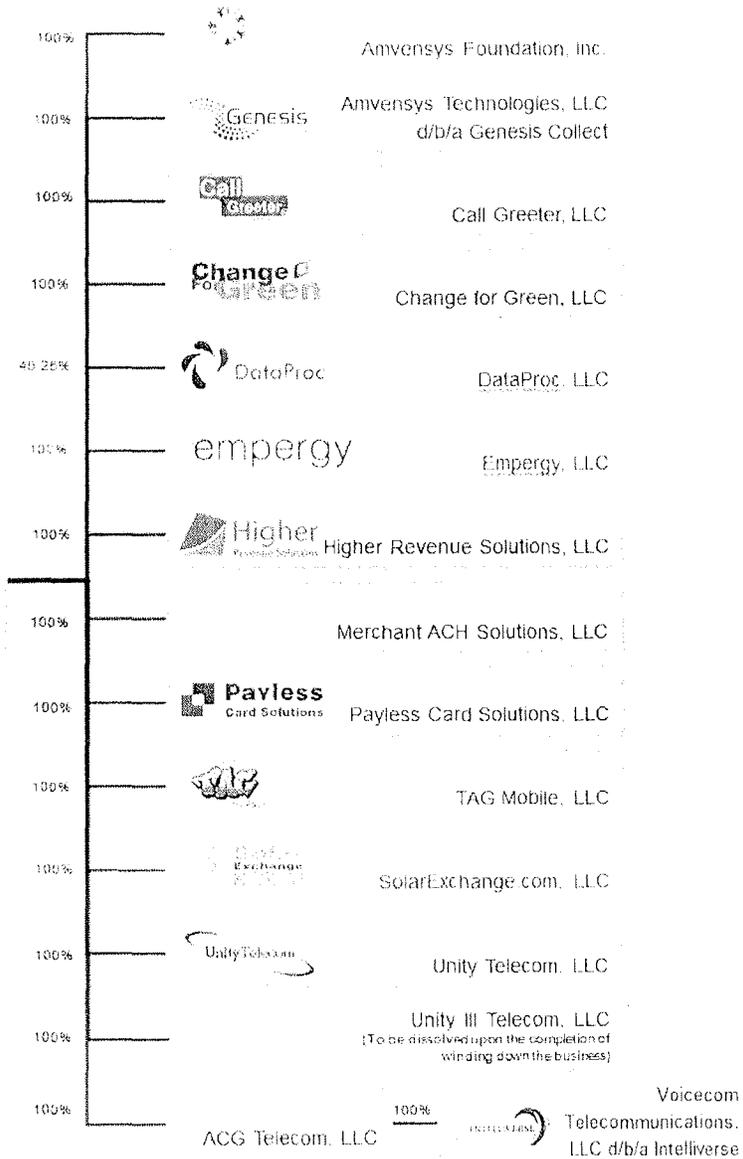


EXHIBIT B



(STATE) Lifeline Application

When completed mail, fax or e-mail form to:
1330 Capital Parkway
Carrollton, TX 75006
Email: lifeline@dpiteleconnect.com
Fax 800-610-9557
Customer Service: 1-877-564-6374



A complete and signed Lifeline Application and Certification Form ("Application") is required to enroll your household in Unity Telecom, LLC f/k/a dPi Teleconnect, LLC ("Unity's" or "Company's") Lifeline program in your state. This Application is only for the purpose of verifying your eligibility for the Lifeline service program and will not be used for any other purpose. Lifeline is a government assistance program and only eligible consumers may enroll in the program. Lifeline service is a non-transferrable service and therefore may not be transferred to any other individual, including another eligible low-income consumer. All Lifeline subscribers must complete their own Application for service. Service requests will not be processed until this Application has been received and validated by Unity.

Lifeline benefits are federal benefits and Applicants that make false statements in order to obtain the Lifeline benefit can be punished by fine or imprisonment, de-enrollment or can be barred from the program. Only one Lifeline service is available 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 benefits from multiple providers. A violation of the one-per-household requirement constitutes a violation of the Federal Communication Commission's rules and will result in de-enrollment from the program, and could result in criminal prosecution by the United States government. The Lifeline benefit may be applied to either one landline or one wireless number, but cannot be applied to both. Note that not all Lifeline services are currently marketed under the name Lifeline.

Each household will be required to verify continued eligibility for Lifeline program participation on at least an annual basis.

I (Applicant) participate in at least one of the following programs, and am able to verify my identity and participation as required:

PLEASE CHECK ONE

- Supplemental Nutrition Assistance Program (SNAP)
Section 8 Federal Public Housing Assistance (FPHA)
Medicaid (not Medicare)
Supplemental Security Income (SSI)
Temporary Assistance for Needy Families (TANF)
Low Income Home Energy Assistance Plan (LIHEAP)
National School Lunch Program's free lunch program (NSL)
Income at or below 135% of federal poverty level

Evidence of program eligibility is required. Where such eligibility cannot be validated through a state and/or federal database or other alternative means, it may be validated in person by a Company Agent by providing a copy of the Applicant's state issued ID card and a copy of the program identification card or other social service agency documentation showing current participation.

I (Applicant) certify, under penalty of perjury that [check boxes]:

- I have read and understand this Application, and swear and affirm that the information contained in this Application is true and correct, to the best of my knowledge and belief. I understand that I must meet certain eligibility qualifications as described above to receive Lifeline assistance, and I further understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the above designated program(s) and will notify Unity within thirty (30) business days (1) if I am no longer participating in any of the above designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on this Application that I am required to notify Unity of my new address within 30 days.
If I provided a temporary residential address to Company, I will verify my temporary residential address every 90 days.
I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
I authorize Company to access any records required to verify my statements on this form and to confirm my eligibility for the Unity Lifeline credit. I give permission to the duly authorized official(s) administering the above programs to provide to Unity my participation status in

any of the above program(s). I give this permission on the condition that the information in this Application and any information about my participation in the above programs provided by officials be maintained by the Company as confidential customer account information.

- I authorize Unity to release any records required for the administration of the Unity Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
- My household will receive only one Lifeline benefit and, to the best of my knowledge, my household is not currently receiving a Lifeline-supported service from any other provider.
- I am entitled to complete this Application, and am not listed as a dependent on another person's tax return (unless over the age of 60).

Applicant's Signature: _____ Date: _____

Name: _____ D.O.B.: _____ Last 4 Digits of SSN: _____

Residence Address (*May not be a PO Box*): _____

- The address provided above is a temporary address. I will validate this address with Unity every 90 days until I obtain a permanent address.
- The address provided above is a Multi-Household residence. This selection requires the completion of an additional form.

City: _____ State: _____ Zip Code: _____

Mailing Address (if different than residence address): _____

City: _____ State: _____ Zip Code: _____

Contact Number: _____ E-mail address: _____

If Qualifying for Lifeline by Income, the Number of Individuals in My Household: _____

I, _____, hereby attest that the Applicant's ID and supporting documentation checked below were presented and verified.
(Agent/Company Representative Name)

Agent/Company Representative Signature: _____ Date: _____

For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed and provide information requested; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility (check 1):

- 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 consecutive months' time.

List B - Choose 1:

- Program participation card/document
- Prior year's statement of benefits
- Notice letter of participation
- Other official document evidencing participation _____

Last 4 digits of Document from List B _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document: ____/____/____

Documents Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):

List A - Choose 1

- Supplemental Nutrition Assistance Program (SNAP)
- Medicaid
- 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
- State Program 1
- State Program 2

| Applicant Account Number | Rep/Agent Signature |
|--------------------------|---------------------|
| | |



(STATE) Lifeline Application

When completed mail, fax or e-mail form to:
1330 Capital Parkway
Carrollton, TX 75006
Email: lifeline@dpiteleconnect.com
Fax 800-610-9557
Customer Service: 1-877-564-6374



A complete and signed Lifeline Application and Certification Form ("Application") is required to enroll your household in Unity Telecom, LLC's f/k/a dPi Teleconnect, LLC ("Unity's" or "Company's") Lifeline program in your state. This Application is only for the purpose of verifying your eligibility for the Lifeline service program and will not be used for any other purpose.

Lifeline benefits are federal benefits and Applicants that make false statements in order to obtain the Lifeline benefit can be punished by fine or imprisonment, de-enrollment or can be barred from the program. Only one Lifeline service is available 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.

Each household will be required to verify continued eligibility for Lifeline program participation on at least an annual basis.

Please indicate which Lifeline Program for which you qualify:

Enhanced Lifeline

I (Applicant) hereby certify that I am an eligible resident of Tribal Lands, I participate in at least one of the following programs and am able to verify my identity and participation as required.

PLEASE CHECK ONE

- Supplemental Nutrition Assistance Program (SNAP)
Food Distribution Program on Indian Reservations (FDPIR)
Section 8 Federal Public Housing Assistance (FPHA)
Medicaid (not Medicare)
Supplemental Security Income (SSI)
Bureau of Indian Affairs General Assistance (BIA)
Temporary Assistance for Needy Families (TANF)
Tribally Administered TANF (TATANF)
Low Income Home Energy Assistance Plan (LIHEAP)
National School Lunch Program's free lunch program (NSL)
Head Start (meeting income qualifying standards)
Income at or below 135% of federal poverty level

Regular Lifeline

I (Applicant) participate in at least one of the following programs, and am able to verify my identity and participation as required.

PLEASE CHECK ONE

- Supplemental Nutrition Assistance Program (SNAP)
Section 8 Federal Public Housing Assistance (FPHA)
Medicaid (not Medicare)
Supplemental Security Income (SSI)
Temporary Assistance for Needy Families (TANF)
Low Income Home Energy Assistance Plan (LIHEAP)
National School Lunch Program's free lunch program (NSL)
Income at or below 135% of federal poverty level

Evidence of program eligibility is required. Where such eligibility cannot be validated through a state and/or federal database or other alternative means, it may be validated in person by a Company Agent by providing a copy of the Applicant's state issued ID card and a copy of the program identification card or other social service agency documentation showing current participation.

I (Applicant) certify, under penalty of perjury that [check boxes]:

- I have read and understand this Application, and swear and affirm that the information contained in this Application is true and correct, to the best of my knowledge and belief. I understand that I must meet certain eligibility qualifications as described above to receive Lifeline assistance, and I further understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the above designated program(s) and will notify Unity within thirty (30) business days (1) if I am no longer participating in any of the above designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on this Application that I am required to notify Unity of my new address within 30 days.
If I provided a temporary residential address to Company, I will verify my temporary residential address every 90 days.

- I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
- I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
- I authorize Company to access any records required to verify my statements on this form and to confirm my eligibility for the Unity Lifeline credit. I give permission to the duly authorized official(s) administering the above programs to provide to Unity my participation status in any of the above program(s). I give this permission on the condition that the information in this Application and any information about my participation in the above programs provided by officials be maintained by the Company as confidential customer account information.
- I authorize Unity to release any records required for the administration of the Unity Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
- My household will receive only one Lifeline benefit and, to the best of my knowledge, my household is not currently receiving a Lifeline-supported service from any other provider.
- I am entitled to complete this Application, and am not listed as a dependent on another person's tax return (unless over the age of 60).

Applicant's Signature: _____ Date: _____

Name: _____ D.O.B.: _____ Last 4 Digits of SSN: _____

Residence Address (*May not be a PO Box*): _____

- The address provided above is a temporary address. I will validate this address with Unity every 90 days until I obtain a permanent address.
- The address provided above is a Multi-Household residence. This selection requires the completion of an additional form.

City: _____ State: _____ Zip Code: _____

Mailing Address (if different than residence address): _____

City: _____ State: _____ Zip Code: _____

Contact Number: _____ E-mail address: _____

If Qualifying for Lifeline by Income, the Number of Individuals in My Household: _____

I, _____, hereby attest that the Applicant's ID and supporting documentation checked below were presented and verified.
(Agent/Company Representative Name)

Agent/Company Representative Signature: _____ Date: _____

For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed and provide information requested; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility (check 1):

- 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 consecutive months' time.

List B - Choose 1:

- Program participation card/document
- Prior year's statement of benefits
- Notice letter of participation
- Other official document evidencing participation _____

Last 4 digits of Document from List B _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document: ____/____/____

Documents Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):

List A - Choose 1

- Supplemental Nutrition Assistance Program (SNAP)
- Medicaid
- 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
- State Program 1
- State Program 2

| Applicant Account Number | Rep/Agent Signature |
|--------------------------|---------------------|
| | |

EXHIBIT C



Lifeline Service Application Income Eligibility Worksheet



Individuals in all states are able to enroll in the Lifeline program by demonstrating that their household's annual income is at or below 135% of the Federal Poverty Guidelines. This table should be used to determine whether a Lifeline applicant is eligible for Lifeline service based on the number of individuals in the applicant's household and the applicant's household annual income:

| HOUSEHOLD SIZE | INCOME LEVEL |
|----------------------------|--------------|
| 1 | \$15,080 |
| 2 | \$20,426 |
| 3 | \$25,772 |
| 4 | \$31,118 |
| 5 | \$36,464 |
| 6 | \$41,810 |
| 7 | \$47,156 |
| 8 | \$52,502 |
| For each additional person | Add \$5,346 |

Applicants must list the number of individuals in the applicant's household on the Lifeline application form. Applicants seeking to qualify for Lifeline service based on their household income must present one of the following documents in order to prove 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
- a divorce decree, child support award, or other official document containing income information for at least three months time

This is a Lifeline service provided by Unity Telecom, LLC. Lifeline is a government assistance program. Only one Lifeline service is available per household. Households are not permitted to receive multiple Lifeline benefits whether they are from one or multiple companies, wireless or wireline. Proof of eligibility is required for enrollment and only eligible customers may enroll in Lifeline service. Consumers who willingly make false statements to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Lifeline is a non-transferable benefit. Lifeline customers may not transfer their benefits to any other person.

EXHIBIT D



Unity Telecom

**GET A DISCOUNT OF \$12.75
ON ANY OF THESE**

**LIFELINE ELIGIBLE
COMMUNICATIONS SERVICES**

Unity Home Phone

Home phone service with long distance

Unity Talk

Crystal clear VoIP

Unity Line

Next Generation Wireless home phone service

For more information or to sign-up contact us at

855 864-8983

www.unitytelecom.com

Unity's voice telephony services are Lifeline supported services limited to one discount per household. Lifeline is a government supported assistance program and is non-transferrable. Proof of eligibility, such as an eligible program card or statement of benefits, is required at time of sign up and only eligible consumers may enroll.

Consumers who willfully make false statements in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

Eligible customers will receive a \$12.75 discount each month on their invoice.

Terms and Conditions:

Services are provided by Unity as part of the Universal Service Low Income support mechanism commonly referred to as the Lifeline program. Lifeline benefits are limited to a single line of service 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. Note that not all Lifeline services are currently marketed under the name Lifeline. If you do not qualify for Lifeline supported services, you may opt to purchase Unity Home Phone, Unity Talk and Unity Line at our regular published rates. By activating and using this service you agree to indemnify and hold harmless Unity Telecom, LLC and its affiliates for any damages that arise from the use of the service. For complete terms and conditions visit our website: www.unitytelecom.com.

By signing up for Unity Telecom Lifeline supported services you swear and affirm that the information provided in your application is true and correct, to the best of your knowledge and belief and certify that the statements below are correct. You understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.

1. I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the designated program(s) and will notify Unity within thirty (30) business days (1) if I am no longer participating in any of the designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
2. The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on my Application that I am required to notify Unity of my new address within 30 days.
3. If I provided a temporary residential address to Unity, I will verify my temporary residential address every 90 days.
4. I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
5. I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
6. I authorize Unity to access any records required to verify my statements on my application and to confirm my eligibility for the Unity Lifeline credit. I give permission to the duly authorized official(s) administering the designated program(s) to provide to Unity my participation status in such program(s). I give this permission on the condition that the information in this Application and any information about my participation in the designated programs provided by officials be maintained by Unity as confidential customer account information.
7. I authorize Unity to release any records required for the administration of the Unity Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
8. My household will receive only one Lifeline benefit and, to the best of my knowledge, my household is not currently receiving a Lifeline-supported service from any other provider.
9. I am entitled to complete the Application, and am not listed as a dependent on another person's tax return (unless over the age of 60)

Lifeline eligibility criteria include:

Supplemental Security Income (SSI) • Food Stamps • Federal Public Housing (Section 8) • Medicaid
• Low-Income Home Energy Assistance • National School Lunch Program • Temporary Assistance to Needy Families (TANF) • Household Income at or below 135% of the Federal Poverty Guidelines

EXHIBIT E

| State | ETC Designation | | |
|----------------|-----------------|-----------------|---------------|
| | File Date | Docket Number | Approval Date |
| Alabama | 1/18/2008 | 26941 | 4/15/2008 |
| Arkansas | 1/23/2008 | 08-015-U | 6/23/2009 |
| Florida | 1/17/2008 | 080043-TX | 10/20/2008 |
| Kansas | 1/28/2008 | 08-DPIT-713-ETC | 5/30/2008 |
| Kentucky | 6/23/2008 | 2008-00234 | 11/14/2008 |
| Louisiana | 2/1/2008 | S-30502 | 11/12/2008 |
| Missouri | 8/7/2009 | TA-2008-0247 | 6/9/2010 |
| New York | 12/26/2011 | 11-C-0707 | 2/22/2012 |
| North Carolina | 1/24/2008 | P-100, SUB 133c | 5/1/2008 |
| Oklahoma | 12/28/2007 | PUD200700466 | 3/3/2009 |
| South Carolina | 1/25/2008 | 2008-31-C | 8/22/2008 |
| Texas | 5/22/2008 | 35706 | 7/22/2008 |

EXHIBIT F

Unity Product Portfolio

CMRS Product Line

| Unity Line Packages | | |
|--|------------------|------------------|
| Monthly Minute Allotment | Standard Pricing | Lifeline Pricing |
| 500 Minutes (Local and LD)* | \$24.95 | \$12.20 |
| Virtually Unlimited (5000 mou) 2 Year Term* | \$34.95 | \$22.20 |
| Virtually Unlimited (5000 mou) 1 Year Term* | \$39.95 | \$27.20 |

**All Unity Line Virtually Unlimited product packages are subject to a minimum one-year service agreement.*

Lifeline customers can purchase additional bundles of minutes in the following denominations:

| Unity Line Additional Minute Packages | |
|---------------------------------------|---------|
| Plan Description | Pricing |
| 100 Minutes Local and LD – 30 days | \$3.95 |
| 300 Minutes Local and LD – 30 days | \$8.95 |
| 500 Minutes Local and LD – 30 days | \$13.95 |
| 700 Minutes Local and LD – 30 days | \$19.95 |
| 1000 Minutes Local and LD – 30 days | \$25.95 |

Airtime “top-up” minutes are available for purchase on Unity’s website or through its agent locations, which include Rent-A-Center and Fiesta Markets in addition to other small, independently owned retail outlets. Additional information regarding Company’s plans, rates and services can be found on its website www.unitytelecom.com.

Unity's CMRS Product offering includes the following features at no additional charge:

- Caller ID
- Call Forwarding
- 3-Way Calling
- Call Waiting
- Voicemail
- All plans include domestic long-distance at no extra per minute charge.
- Calls to 911 emergency services are always free, regardless of service activation or availability of minutes.

Wireline Product Line

Wireline Package Descriptions:

Basic – Unlimited Local Calling with Long Distance Bundle - 100 Minutes LD included at no cost

No Call Feature Package included

Advantage – Unlimited Local Calling with Long Distance Bundle - 100 Minutes LD included at no cost

Call Feature Package includes the following:

- Call Return
- Call Waiting
- Caller ID

Premier – Unlimited Local Calling with Long Distance Bundle - 100 Minutes LD included at no cost

Call Feature Package includes the following:

- Call Return
- Call Waiting
- Caller ID
- Call Forwarding
- Busy Redial
- 3 Way Calling

Wireline Pricing, by state and ILEC Region:

| | | | |
|-------------|-------|-----------|---------|
| Alabama | Basic | Advantage | Premier |
| Windstream | 37.99 | 37.99 | 37.99 |
| CenturyLink | 44.99 | 44.99 | 44.99 |
| AT&T | N/A | N/A | 41.99 |
| Arkansas | Basic | Advantage | Premier |
| Windstream | 32.99 | 46.99 | 49.99 |

| | | | |
|----------------|-------|-----------|---------|
| CenturyLink | 39.99 | N/A | 56.99 |
| AT&T | N/A | N/A | 41.99 |
| Florida | Basic | Advantage | Premier |
| Windstream | 33.99 | 46.99 | 49.99 |
| CenturyLink | 30.99 | 46.99 | 66.99 |
| Verizon | 39.99 | 50.99 | 56.99 |
| AT&T | N/A | N/A | 41.99 |
| Kansas | Basic | Advantage | Premier |
| CenturyLink | 34.99 | 46.99 | 66.99 |
| AT&T | N/A | N/A | 41.99 |
| Kentucky | Basic | Advantage | Premier |
| Windstream | 36.99 | 48.99 | 56.99 |
| AT&T | N/A | N/A | 41.99 |
| Louisiana | Basic | Advantage | Premier |
| AT&T | N/A | N/A | 41.99 |
| Missouri | Basic | Advantage | Premier |
| CenturyLink | 34.99 | 46.99 | 66.99 |
| AT&T | N/A | N/A | 41.99 |
| New York | Basic | Advantage | Premier |
| Windstream | 29.99 | 44.99 | 49.99 |
| Verizon | 39.99 | 46.99 | 56.99 |
| North Carolina | Basic | Advantage | Premier |
| Windstream | 32.99 | 46.99 | 56.99 |
| CenturyLink | 31.99 | 46.99 | 66.99 |
| Frontier | 39.99 | 46.99 | 56.99 |
| AT&T | N/A | N/A | 41.99 |
| Oklahoma | Basic | Advantage | Premier |
| Windstream | 33.32 | 46.99 | 56.99 |
| CenturyLink | 33.32 | 46.31 | 50.32 |
| AT&T | N/A | N/A | 41.99 |
| South Carolina | Basic | Advantage | Premier |
| Windstream | 36.99 | 49.99 | 52.99 |
| CenturyLink | 36.99 | 50.99 | 68.99 |
| Frontier | 39.99 | 47.99 | 56.99 |
| AT&T | N/A | N/A | 41.99 |
| Texas | Basic | Advantage | Premier |
| Windstream | 38.99 | 51.99 | 56.99 |
| Qwest | 29.99 | 46.99 | 66.99 |
| Verizon | 39.99 | 48.99 | 56.99 |
| AT&T | N/A | N/A | 41.99 |

- Additional non-recurring charges are as follows:
 - Activation Fee - \$60.00

VoIP Product Line

UnityTalk* Features:

Unity's VoIP product, UnityTalk, includes the following benefits and features at no additional charge:

- Unlimited Local and Domestic Long Distance Calling
- Caller ID
- Call Forwarding
- Call Forwarding (Busy)
- Call Forwarding (Delayed)
- Call Return
- Call Waiting
- Redial
- Voicemail
- Do Not Disturb feature

** UnityTalk service is subject to a minimum one-year service agreement.*

UnityTalk* Pricing:

- \$9.95 a month for first 3 months, then \$19.95 monthly thereafter.
- Lifeline Rate: First 3 months **free**, then \$7.20 monthly thereafter.
- Additional non-recurring charges are as follows:
 - Shipping Fee - \$12.95
 - Activation Fee - \$19.95

With regard to Unity's product offering, the Company is endeavoring to bring to the market a wide variety of Lifeline products, encompassing both the traditional and non-traditional voice telephony platforms. As a result, Unity will be petitioning to modify its ETC Designations at the state level to include these non-traditional voice telephony products.