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THOMAS LYNCH & ASSOCIATES

TELECOMMUNICATIONS ATTORNEYS

WWW.TELECOMLAWYERS.COM

DIRECT (410) 929-2912
TLYNCH@TELECOMLAWYERS.COM

LICENSED IN
MD, VA & DC

May 13, 2014

GRANTED

MAY 14 2014

Competition Policy Division
Wireline Competition Bureau

Randy Clarke
effective for 45 days

VIA USPS

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

Re: Angel Americas LLC - Request for Extension of Special Temporary Authority

Dear Ms. Dortch:

Angel Americas LLC ("Angel Americas"), pursuant to Section 214(a) of the Communications Act, hereby requests an extension of its existing Special Temporary Authority ("STA")[1] for an extension period of 45 days to allow Angel Americas to provide service to the former customers of STi Telecom Inc. and STi Prepaid, LLC (collectively, "STi") pending approval of the applications filed for assignment of STi's international and domestic Section 214 authority to Angel Americas.[2] Angel Americas respectfully requests that the Commission grant this STA extension request as soon as possible, and not later than May 14, 2014, the expiration date of the STA, to allow Angel Americas to continue to provide uninterrupted service to STi's former customers.

STi is currently in bankruptcy and is unable to provide telecommunications services to customers. Angel Americas purchased the assets of STi out of bankruptcy and the associated Asset Purchase and Sale Agreement, dated February 8, 2013, was approved by the bankruptcy court. With the grant of the original STA, the customers of STi were transferred to Angel Americas and service has been provided during the STA period, which, as extended, expires May 14, 2014. If the STA expires prior to grant of the underlying assignment application, Angel Americas will no longer be permitted to provide services to such customers under the cards and PIN numbers they purchased from STi. As of February 26, 2014, Angel Americas estimates that approximately 299,200 cards of former STi customers are outstanding, with a face value of $1,338,495.

By granting this STA extension request, Angel Americas will be able to, and commits to, serve the unused or unexpired prepaid calling cards and minutes of the former STi customers during the period authorized by the STA (and thereafter if the transfer is ultimately approved). Angel Americas has the financial and technical capabilities to provide continued and even improved service to such customers, and granting the STA requested herein is in the public interest. Furthermore, Angel Americas agrees to abide by the Authorization Conditions proposed by the

[1] The original STA was granted September 27, 2013 for a period of 180 days and was extended to May 14, 2014.
[2] International 214 assignments applications are ITC-ASG-20130130-00035 and ITC-ASG-20130130-00037. The Domestic 214 assignment application was filed jointly with the international applications on January 30, 2013.

700 Melvin Avenue, Suite 1 Telephone: (410) 349-4990
Annapolis, Maryland 21401 eFax: (443) 926-0574

Enforcement Bureau for an entity providing services to the customers of STi, and set forth in Exhibit A to this letter.

Angel Americas acknowledges that the grant of its request for Special Temporary Authority will not prejudice action by the Commission, or other reviewing agencies, on the underlying Section 214 assignment applications. Angel Americas also acknowledges that any authority granted pursuant to the request is subject to cancellation or modification upon notice, but without a hearing.

If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

Thomas M. Lynch
Counsel for Angel Americas LLC

cc: Jodie May, *FCC*
James Bird, *FCC*
Neil Dellar, *FCC*
Sarah Stone, *FCC*
David Krech, *FCC*
Roland Bopp, *Angel Americas LLC*

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Annapolis, Maryland 21401
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eFax: (443) 926-0574

Authorization Conditions

Definitions

(a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*

(b) "Additional Charge" means any and all charges other than a per-minute rate assessed for use of a Prepaid Calling Card, including taxes, regulatory fees, maintenance fees, weekly fees, monthly fees, connection fees, hang-up fees, payphone fees, cell phone fees, access number fees, and any and all charges or other assessments of any kind whatsoever the Company imposes that may reduce or otherwise affect the Calling Time, Rate, or value of a Prepaid Calling Card.

(c) "Affiliate" shall have the same meaning defined in Section 153(2) of the Act, 47 U.S.C. § 153(2).

(d) "Bureau" means the Enforcement Bureau of the Commission.

(e) "Calling Time" means calling minutes actually delivered by a Prepaid Calling Card to a particular destination.

(f) "Clear and Prominent Disclosure" means:

i. in a printed advertisement, printed promotional material (including Point-of-Sale Materials), printed instructional manual, or on a Calling Card or its packaging, a disclosure that appears in a font no smaller than the claim to which is relates, that is in a location that appears in close proximity to the claim to which it relates and sufficiently noticeable for an ordinary person to read and comprehend it, and that is in print that contrasts with the background against which it appears;

ii. in an advertisement communicated through an electronic audio medium (including radio and audio streaming), a disclosure that is delivered in a volume, speed and cadence sufficient for an ordinary consumer to hear and understand it;

iii. in an advertisement communicated through an electronic visual medium (including television, video, and interactive media such as the Internet and online services), a disclosure that appears in a font no smaller than the claim to which it relates, that is in a location, as well on screen for a duration, sufficient for an ordinary consumer to read and comprehend it, and in a print that contrasts with the background against which it appears;

iv. in an advertisement communicated through interactive media, a disclosure that is unavoidable and presented prior to the consumer incurring a financial obligation; and

v. in any medium (printed, audio, and visual, etc.), a disclosure that is in the same language as any claim about Calling Time and/or Rates, is in plain and understandable language and syntax, and is not contradicted, inconsistent with, or in mitigation of any such claim.

(g) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.

(h) "Communications Laws" means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which the Company is subject by virtue of its business activities.

(i) "Company" means Angel Americas LLC f/k/a Next Angel LLC and any Affiliates.

(j) "Compliance Plan" means the compliance obligations, program, and procedures described in these Authorization Conditions at Paragraph 2.

(k) "Compliance Reports" mean the reports the Company is required to file with the Commission pursuant to Paragraph 4.

(l) "Covered Personnel" means all employees, independent contractors, subcontractors, and agents of the Company, who perform, supervise, oversee, or manage any activities that relate to the Company's responsibilities under, and compliance with the Communications Laws.

(m) "Operating Procedures" means the operating procedures and compliance policies established and used by the Company to implement the Compliance Plan.

(n) "Point of Sale Material" means any poster, sign, bulletin, advertisement, "take one" card, hang tag, tear-away, product packaging, or other promotional material that is displayed at a location where a Prepaid Calling Card is sold, including kiosks, and vending machines, as well as online points of sale.

(o) "Prepaid Calling Card" means a card or other means that can be used to make one or more telephone calls that is or are represented as being paid for prior to placing the telephone call.

(p) "Rate" means the applicable per-minute rate for each individual destination served by a Prepaid Calling Card.

(q) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.

Conditions

1. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, the Company shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as "Compliance Officer" and to discharge the duties set forth below. The Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that the Company complies with the terms and conditions of the Compliance Plan and these Authorization Conditions.

2. **Compliance Plan.** The Company shall within sixty (60) calendar days after the Effective Date, develop, implement, and maintain a Compliance Plan that is designed to ensure future compliance with the Communications Laws and with the Authorization Conditions. With respect to the Company's operations and marketing of Prepaid Calling Cards, the Company shall implement the following:

(a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, the Company shall establish, use, and maintain Operating Procedures that the Compliance Officer and all Covered Personnel shall follow to help ensure the Company's compliance with the Communications Laws and these Authorization Conditions. The Company's Operating Procedures shall, at a minimum, include procedures and policies specifically designed to ensure that the Company's operations and provision of telecommunications services, including any aspect of its Prepaid Calling Card service provided by independent contractors, subcontractors, or agents, comply with the Communications Laws and these Authorization Conditions.

(b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Company shall develop, use, and maintain a Compliance Manual and distribute the Compliance Manual to all Covered Personnel. For any person who becomes Covered Personnel more than 60 calendar days after the Effective Date, the Company shall distribute the Compliance Manual to that person within thirty (30) calendar days after the date such person becomes Covered Personnel. The Compliance Manual shall explain the applicable Communications Laws and these Authorization Conditions and instruct Covered Personnel to consult and follow the Operating Procedures to help ensure the Company's compliance with the Communications Laws. The Compliance Manual shall require Covered Personnel to contact their supervisor and/or the Compliance Officer with any questions or concerns that arise with respect to the Communications Laws or these Authorization Conditions and the Company's obligations under or compliance with the same. The supervisor shall promptly notify the Compliance Officer when a violation or potential violation of the Communications Laws or these Authorization Conditions is raised by Covered Personnel. The Company shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete, taking into account changes in the Company's Prepaid Calling Card service and processes. The Company shall distribute any revisions to the Compliance Manual to all Covered Personnel within thirty (30) calendar days after any revisions have been made by the Company.

(c) **Compliance Training Program.** Within sixty (60) calendar days after the Effective Date, the Company shall establish, implement, and maintain a Compliance Training Program to ensure compliance with the Communications Laws and the Operating Procedures. As part of the Compliance Training Program, Covered Personnel shall be advised of the Company's obligation to report any noncompliance with the Communications Laws under Paragraph 3 of these Authorization Conditions and shall be instructed on how to disclose

noncompliance to the Compliance Officer. All Covered Personnel shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date, except that any person who becomes Covered Personnel at any time after the Effective Date shall be trained within thirty (30) calendar days after the date such person becomes Covered Personnel. The Company shall repeat the compliance training on an annual basis and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

(d) **Acts or Omissions of Contractors and Agents**. The Company acknowledges that the act, failure to act, or omission by any independent contractor, subcontractor, or agent of the Company, acting in such capacity, that results in a violation of the Communications Laws or these Authorization Conditions constitutes an act, failure to act, or omission by the Company.

(e) **Additional Compliance Measures**. The Company shall implement the following additional compliance measures:

i. **General Marketing Requirements**. In connection with the advertising, distribution, marketing, promotion, offering for sale, sale, or provision of Prepaid Calling Cards or any telecommunications service, the Company:

a. shall not, directly or indirectly, make any material misrepresentation concerning Calling Time, Rates or Additional Charges;

b. shall be specific with respect to the amount of any Additional Charge and shall not include a possible range applicable to any such Additional Charge or use ambiguous language such as "up to," "may apply," or "no higher than," etc. when referring to such Additional Charge;

c. shall, in any advertisement, offer for sale, Point of Sale Material, or Prepaid Calling Card that contains an express or implied representation about the specific value of a Prepaid Calling Card, Calling Time and/or Rate, or any Additional Charge or the absence thereof, make a Clear and Prominent Disclosure of all material limitations relating to the use of the Prepaid Calling Card, including:

1. the existence and exact amount of each Additional Charge and when and under what circumstances each such Additional Charge applies when using the Prepaid Calling Card;

2. the statement that the advertised Calling Time and/or Rates are available only for a single or limited number of calls, if such is the case;

3. any limitation on the period of time during which the advertised Calling Time and/or Rate is available; and

4. the time at which the Prepaid Calling Card expires;

d. shall not, directly or indirectly, use the term "toll free access number" or any similar term to refer to a number that results in the application of an Additional Charge or increase in the Rate;

e. shall include a toll-free number and website address (if the Company maintains a website) where consumers can obtain the current Rate for each destination served by a Prepaid Calling Card of the Company; and

f. shall not, directly or indirectly, implement or otherwise give any effect of any kind whatsoever to any term or condition of service for which there has not been a Clear and Prominent Disclosure of such term or condition. This prohibition applies to Prepaid Calling Cards and telecommunications services advertised, distributed, marketed, promoted, offered for sale, or sold before the effective date of these Authorization Conditions.

ii. **Specific Requirements for Physical Prepaid Calling Cards**. In any case where the Prepaid Calling Card contains a "hang tag" or "tear-away tag," the disclosures required by Paragraph 2(e)i.c. and 2(e)i.e. above shall be set forth on the physical Prepaid Calling Card that contains information on how to use the card.

3. **Reporting Noncompliance**. The Company shall report any noncompliance with the Communications Laws and with these Authorization Conditions within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that the Company has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that the Company has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, Room 3-C366, 445 12th Street, S.W. Washington, D.C. 20554, with a copy submitted electronically to Kim Wild at kim.wild@fcc.gov and to fccebaccess@fcc.gov.

4. **Compliance Reports**. The Company shall file "Compliance Reports" with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months, and thirty-six (36) months after the Effective Date.

(a) Each Compliance Report shall include a detailed description of the Company's efforts during the relevant period (beginning on the Effective Date, and continuing through to the filing date of each report) to comply with these Authorization Conditions and the Communications Laws.

(b) In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of the Company, stating that the Compliance Officer has personal knowledge that the Company: (i) has established, implemented, and is maintaining a plan to monitor and ensure compliance with the Communications Laws and the Authorization Conditions, and (ii) is not aware of any instances of noncompliance with these Authorization Conditions, including the reporting obligations set forth in Paragraph 3 above.

(c) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must be in the form set forth in Section 1.16 of the Rules (47 C.F.R. § 1.16) and be subscribed to as true under penalty of perjury in substantially the form set forth therein.

(d) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of the Company, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of

noncompliance; (ii) the steps that the Company has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that the Company has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

(e) All Compliance Reports shall be submitted to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington, D.C. 20554, with a copy submitted electronically to Kim Wild at kim.wild@fcc.gov and to fccebaccess@fcc.gov.