

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

In the Matter of

Lifeline and Link Up Reform and
Modernization

Telecommunications Carriers Eligible to
Receive Universal Service Support

CuraTel, LLC Petition for Designation as an
Eligible Telecommunications Carrier for Low
Income Support Only

WC Docket No. 11-42

WC Docket No. 09-197

AMENDED COMPLIANCE PLAN OF CURATEL, LLC FOR WIRELESS SERVICES

CuraTel, LLC (“CuraTel”) through its undersigned counsel, hereby seeks to avail itself of the Federal Communications Commission’s (“Commission”) grant of forbearance from the “own facilities” requirement set forth in 47 U.S.C. § 214(e)(1)(A) for CuraTel’s wireless services by submission of this Amended Compliance Plan. CuraTel’s Compliance Plan is filed in accordance with the procedures established in the *Lifeline Reform Order*¹ and clarified by the *Public Notice* issued by the Wireline Competition Bureau on February 29, 2012.²

CuraTel respectfully requests expeditious approval of its Amended Compliance Plan so that the company may provide wireless services to eligible low-income customers in California, where it will seek designation as an eligible telecommunications carrier (“ETC”) for wireless services, as well as additional states in the future.

¹ *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (FCC rel. Feb. 6, 2012) (“*Lifeline Reform Order*”).

² *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, Public Notice, DA 12-314 (WCB rel. Feb. 29, 2012) (“*Public Notice*”).

As set forth below, CuraTel will fully comply with all conditions set forth in the Commission's recently amended Lifeline rules and with all pertinent conditions set forth in the Lifeline Reform Order. This Amended Compliance Plan describes the measures CuraTel already has implemented or intends to implement in order to achieve full compliance with the Commission's Lifeline rules and policies. For the convenience of the Commission, this Amended Compliance Plan follows the format established by the Wireline Competition Bureau in the *Public Notice*.

I. INFORMATION ABOUT CURATEL AND THE LIFELINE PLANS IT OFFERS

A. Company Information

CuraTel is a California limited liability company, with headquarters in Los Angeles, California.³ CuraTel currently provides wireline services through its own facilities, as well as wireless services through resale arrangements.

Existing, Facilities-Based Wireline Operations: CuraTel has CLEC authorization in California and has been providing wireline service since 2004.⁴ CuraTel provides wireline service to low income consumers in California under the California LifeLine program through a combination of unbundled network elements and its own switch.⁵ CuraTel did not require

³ CuraTel has no subsidiaries and provides its wireless service under the name "CTL Wireless." CuraTel has no affiliates that participate in the Lifeline program, that participate in any other state or federal universal service program or that offer telecommunications services. CuraTel is affiliated with the following entities: Adir International, LLC, Adir Services Corp., Adir Management Services, LLC, Adir Money Transfer Corp., Curacao, Ltd., Adir Restaurants Corp.

⁴ *In Re Application of ADIR International Export LTD, dba La Curacao, a California Corporation, for a Certificate of Public Convenience and Necessity to Provide InterLATA and IntraLATA Telecommunications Service in California as a Facilities-based Carrier*, Decision (D.) 01-12-033 (as amended by D.04-01-010).

⁵ CuraTel was granted ETC designation in California for its wireline services on December 20, 2012 (Resolution T-17383).

forbearance for its wireline operations, because it provides those services through a combination of unbundled network elements and a switch owned by CuraTel.⁶

Existing Resold Wireless Operations: CuraTel has begun providing wireless domestic and international voice and data services primarily to low income consumers as an MVNO using its underlying carriers' network infrastructure. It purchases capacity on a wholesale basis from these underlying carriers and resells service packages to customers. Thus, it provides its basic wireless voice and data services on a resale basis. CuraTel is not seeking to demonstrate, for purposes of satisfying Section 214(e)(1)(A) of the Act, that it provides the wireless "supported services" described in Section 54.101(a) of the Commission's rules in the identified States via a combination of its own facilities and the resold facilities of other carriers. **It is for these wireless services that CuraTel seeks forbearance from the Commission.** As a result, CuraTel has focused its discussion below on its plans for its wireless operations unless otherwise indicated.

B. CuraTel's Financial and Technical Capabilities to Provide Lifeline Service

CuraTel has CLEC authorization in California and has been providing wireline service since 2004. CuraTel has provided wireline service to low income consumers in California as a non-ETC participant in the California LifeLine program since August 2004, and as an ETC participant since 2013. CuraTel has launched non-Lifeline wireless services and plans to launch federal Lifeline wireless services as soon as it receives approval of this plan and any additional, required ETC designations.

⁶ The Commission's rules provide that for purposes of ETC designation, the term "facilities" means "any physical components of the telecommunications network that are used in the transmission or routing of the services that are designated for support . . . [which] includes, but is not limited to, facilities obtained as unbundled network elements . . ." 47 C.F.R. § 54.201(e), (f).

CuraTel is financially stable and fully capable of honoring its service obligations to customers, as well as federal and state regulatory obligations. Although CuraTel derives the majority of its revenue from the sale of services to California LifeLine subscribers, CuraTel does not rely exclusively on California LifeLine disbursements to operate. For example, CuraTel derives significant revenue from the sale of non-Lifeline services, both to its Lifeline and its non-Lifeline subscribers (which comprise approximately 27% of its current customer base). These services include long distance services, DSL, inside wiring services, Internet security software, and digital music downloads.

The Director of CuraTel, Dan Margolis, has been working in the telecommunications industry for twenty-five years and has been managing CuraTel for twelve of them. Previously, he was Director of Southern California Operations at NetStream, a CLEC providing voice and data services in California and Washington. He was a founder and Vice President of Operations of Navigator Telecommunications, a CLEC based in Arkansas serving fifteen states. Dan spent the first nine years of his career with AT&T Bell Laboratories and Lucent Technologies in various positions including product development, sales, subscriber implementation, and management. He earned his Bachelors and Masters degrees from the Massachusetts Institute of Technology.

Jeff Burleson, CuraTel's Network Operations Manager, has fifteen years of telecommunications experience and has been in charge of building and maintaining the CuraTel network for five years. Before coming to CuraTel, he spent six years building and operating a global network for CMTel. He began his career in the mid-1990s with AT&T, Lucent Technologies, Pacific Bell, and SBC Communications.

Finally, CuraTel has not been subject to any enforcement action or ETC revocation proceeding in any state.

C. Geographic Area of CuraTel's Service Offerings

CuraTel provides its wireline service in California, where it plans to also launch a wireless Lifeline service upon approval of its Amended Compliance Plan. It will expand to additional states for the provision of wireless Lifeline services soon thereafter.

D. CuraTel's Lifeline Service Plans

CuraTel plans to offer the following wireless plans to consumers who qualify for federal Lifeline: (1) \$30.75 per month for unlimited domestic calling, which results in an out-of-pocket cost to the consumer of \$21.50 per month after application of the \$9.25 federal Lifeline discount, and (2) \$14.25 per month for 500 minutes of domestic calling which results in an out-of-pocket cost to the customer of \$5.00 per month after application of the \$9.25 federal Lifeline discount, and (3) \$10.25 per month for 200 minutes of domestic calling, which results in an out-of-pocket cost to the consumer of \$1.00 after application of the \$9.25 federal Lifeline discount. The \$9.25 federal lifeline discount may also be applied to any of CuraTel's postpaid wireless plans. Additional discounts and plans may be available once CuraTel receives authorization to provide wireless services under the California LifeLine program. International calling will be billed on a per minute basis and may be blocked (or subject to limitation and deposit). The service will be available on a post- and pre-paid basis.

E. Other Certifications Required by 47 C.F.R. § 54.202

The *Public Notice* requires carriers to include certifications required under newly amended 47 C.F.R. § 54.202. CuraTel hereby certifies that it will comply with the service

requirements applicable to the support it receives.⁷ Specifically, CuraTel's Lifeline services: (i) include voice telephony services that provide voice grade access to the public switched network or its functional equivalent; (ii) provide customers with unlimited or a defined number of minutes of usage for local service at no additional charges (as described above in Section I(D)); (iii) provide customers with access to the emergency services provided by local government or other public safety organizations, such as 911/E911, to the extent the local government in CuraTel's service area has implemented 911/E911 systems (as described below in Section III); and (iv) toll limitation for qualifying low-income consumers.⁸

II. CURATEL'S PLANS FOR COMPLIANCE WITH NEW COMMISSION RULES RELATING TO DETERMINATIONS OF CUSTOMER ELIGIBILITY FOR LIFELINE SERVICES

CuraTel will comply with the requirements pertaining to consumer qualifications for Lifeline set forth in new section 54.409 of the Commission's rules⁹ upon its effective date and any state-specific requirements in California and other states in which CuraTel is designated an ETC.

California: In California, CuraTel will require all customers to demonstrate eligibility based on: (1) household income at or below the California-approved income levels for a household of the relevant size; or (2) the household's participation in one of the California-approved public assistance programs. CuraTel will work with California's third-party administrator to confirm that the customer is not already receiving a Lifeline service.¹⁰

⁷ 47 C.F.R. § 54.202(a)(1).

⁸ Toll limitation means both toll blocking and toll control, or, if a carrier is not capable of providing both toll blocking and toll control, then toll limitation is defined as either toll blocking or toll control.

⁹ 47 C.F.R. § 54.509.

¹⁰ *Order Instituting Rulemaking Into Implementation of Federal Communications Commission Report and Order 04-87, as it Affects the Universal Lifeline Telephone Service Program*, D. 08-08-029, *Decision Adopting a Pre-Qualification Requirement for the California Lifeline Telephone Program And Resolving Remaining Phase 2 Issues*

Other States: In states other than California, CuraTel will require all customers to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of the relevant size (or the state-specific limit as applicable); or (2) the household's participation in one of the federal assistance programs listed in new 47 C.F.R. § 54.409(a)(2) or 47 C.F.R. § 54.409(a)(3), or other state-specific programs as appropriate. CuraTel also will confirm that the customer is not already receiving a Lifeline service and that no one else in the customer's household is subscribed to a Lifeline service.¹¹

CuraTel will continue to use several forms of marketing for its Lifeline supported services, which will include advertising the service at the eleven retail locations of its affiliate, Adir International LLC. It will also continue to advertise its services via direct mail, other print advertising, Internet advertising, television and radio advertisements. These marketing channels are intended to induce potential customers to contact CuraTel either in person, over the Internet or by telephone. Although the logistics of the enrollment process vary somewhat for each marketing channel as is further described below, in all cases, Lifeline applicants will be thoroughly screened to ensure that they are qualified before a handset is provided.

A. CuraTel's Procedures to Determine Consumer Eligibility for the Lifeline Program

California: In California, the state's third-party administrator determines consumer eligibility for Lifeline. When a customer contacts CuraTel to initiate service, CuraTel will contact the third-party administrator to begin the Lifeline application process.¹² The administrator will verify that the applicant is not currently enrolled in the Lifeline Program and

(Pre-qualification Decision) (adopting a process by which the third-party administrator must approve the eligibility of a Lifeline subscriber prior to them receiving Lifeline subsidies).

¹¹ 47 C.F.R. § 54.409(c).

¹² Cal. Pub. Util. Comm. General Order 153 (GO 153), § 6.3.

send the Lifeline Application directly to the applicant. CuraTel will assist applicants, who so request, with the process of filling out the application forms and gathering any necessary documentation as required for either income-based eligibility or program-based eligibility. Applicants must then mail the completed application packet back to the administrator for final certification and approval. During this process, CuraTel will offer the applicant service at the retail rate. Once an applicant is deemed eligible for the Lifeline program by the administrator, CuraTel will begin charging the applicant the Lifeline service rate and will credit the applicant back to the date that he or she first contacted CuraTel to begin service.¹³

Other States: In states other than California, customers will be able to complete CuraTel's Lifeline Application by mail, online, or at any of CuraTel's retail stores. If the customer chooses to apply by mail, CuraTel will send the customer a Lifeline Application form, a sample of which is attached hereto at **Exhibit 1**. The customer must fill in all of the required information, sign the form, and mail back the form and the required eligibility documentation to CuraTel's Lifeline processing center. If the customer chooses to apply online, CuraTel will provide a website for the customer to apply for Lifeline. The website will provide all of the fields on the physical form and allow the customer to attach their eligibility documentation in electronic form. If the customer chooses to apply in-store, CuraTel will provide Internet stations at all store locations so that the customer may fill out the Lifeline Application and scan and upload any accompanying eligibility documentation.

At retail locations, CuraTel representatives will initially examine the qualifying documentation in person or, if the applicant does not have the requisite documentation at the time, direct the applicant to supply the documentation via fax or email. Prospective customers

¹³ Pre-qualification Decision, at pg. 33 and Ordering Paragraph (OP) 3; *See also Id.* at § 5.4.6.

who do not complete CuraTel's Lifeline Application in person must return the signed document and eligibility documentation to CuraTel by mail, facsimile, fax or email. If the customer is not able to complete CuraTel's Lifeline Application at the retail location, the customer may buy a CuraTel handset under non-Lifeline terms and can either return to the retail location with the requisite documentation to complete the Lifeline Application or may complete the Lifeline Application online.

In states other than California, if CuraTel cannot determine an applicant's eligibility for Lifeline by accessing income or program eligibility databases, CuraTel personnel (employees or third party subscriber service representatives) will review documents to establish eligibility in accordance with the criteria set forth in 47 C.F.R. § 54.409. All CuraTel personnel who interact with existing Lifeline subscribers or Lifeline applicants will be fully trained on the Commission's revised Lifeline eligibility rules and CuraTel's practices and policies designed to implement these new rules. CuraTel will follow the Commission's requirements pertaining to acceptable documentation to establish eligibility based either on income level or participation in a qualified government assistance program, unless otherwise established by a state Lifeline administrator or other state agency. Specifically, acceptable documentation of program eligibility will include: (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 participation card (or copy thereof); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.¹⁴ Acceptable documentation of

¹⁴ *Lifeline Reform Order* at ¶ 101.

income eligibility will include: (1) the prior year's state, federal, or Tribal tax return; (2) current income statement from an employer or paycheck stub; (3) a Social Security statement of benefits; (4) a Veterans Administration statement of benefits; (5) a retirement/pension statement of benefits; (6) an Unemployment/Workers' Compensation statement of benefit; (7) federal or Tribal notice letter of participation in General Assistance; (8) or a divorce decree, child support award, or other official document containing income information. If the prospective customer presents CuraTel with documentation of income that does not cover a full year, the prospective customer must present the same type of documentation covering three consecutive months within the previous twelve months.¹⁵

In these states, CuraTel personnel will examine and record the type of documentation presented by each prospective Lifeline customer, but will not retain copies of these documents.¹⁶ CuraTel personnel will examine and electronically record in its customer service and billing database the type of documentation presented by each prospective Lifeline customer, including the date of review, the identity of the documentation, the type of media (e.g., paper, electronic card), and the issuance and/or expiration date of the documentation. Specifically, CuraTel representatives will scan the customer's documentation and electronically send it to a trained CuraTel employee who will determine whether the documentation complies with CuraTel's and the Commission's requirements. If it does, the reviewer will enter the information into CuraTel's database, which includes separate data entry fields for each type of required information, eliciting a response for each, and will reject the order if any such field is not completed. If the documentation shows that the customer is eligible for Lifeline service, the reviewer will approve the application and inform the customer (whether in-store or on the phone)

¹⁵ 47 C.F.R. § 54.410(b)(1)(i)(B).

¹⁶ *Id.* at § 54.410(b)(1)(ii) - (iii); § 54.410(c)(1)(ii)-(iii).

of this approval. If an applicant is unable to provide documentary proof of eligibility based on either household income level or current participation in a qualified program, CuraTel will deny that application. If the customer finalizes the Lifeline Application within 30 days of purchasing the phone under non-Lifeline terms, the customers will receive the Lifeline discount effective as of the phone activation date. If the customer waits more than 30 days to finalize the Lifeline Application, however, the Lifeline discount will be effective as of the Application date.

B. CuraTel's Procedures for Subscriber Certifications

California: In California, certifications are handled by the Lifeline administrator. Once an applicant sends the completed certification and application packet to the Lifeline administrator, the administrator reviews the included documentation and determines an applicant's eligibility. At its retail locations, CuraTel representatives advise the applicant to look for the application in the mail, fill it out and send it in. They will offer a toll free number for the customer to call for assistance understanding the form and offer to help them in person at any of CuraTel's locations. The applicant must then mail the completed application packet back to the administrator for certification and approval. During this process, CuraTel will offer the applicant service at the retail rate. Once an applicant is deemed eligible for the Lifeline program by the administrator, CuraTel will begin charging the applicant the Lifeline service rate and will credit the applicant back to the date that he or she first contacted CuraTel to begin service.¹⁷

Other States: With respect to states other than California, CuraTel will consult the National Lifeline Accountability Database ("NLAD"), which will be live for all applicable states by March 27, 2013.¹⁸ CuraTel will utilize that database when it becomes operational. Until that

¹⁷ Pre-qualification Decision, at pg. 33 and Ordering Paragraph (OP) 3; *See also* GO 153, § 5.4.6.

¹⁸ USAC website at <http://usac.org/li/tools/nlad/nlad-migration.aspx> (accessed on Jan. 22, 2014).

time, however, CuraTel will use any relevant state databases where available, and will otherwise adhere to the following procedures for enrolling prospective customers into the Lifeline program.

CuraTel will implement certification procedures that will enable prospective customers to demonstrate their eligibility by contacting CuraTel either in person or by telephone, facsimile or over the Internet. Except in states in which applicants are enrolled through a designated state agency, such as California, CuraTel will have direct contact with all prospective customers applying for Lifeline service, either in person through its employees, or by telephone, facsimile or over the Internet.

Every prospective subscriber in a non-database state will be required to complete CuraTel's revised "Lifeline Application."¹⁹ This Lifeline Application conforms to the requirements of the *Lifeline Reform Order*, 47 C.F.R. § 54.410(d) and 47 C.F.R. § 54.405. Further, on the Lifeline Application, customers will be required to confirm that they do not currently subscribe to another Lifeline service.

Information Collected.

CuraTel will collect the following information from the prospective customer in its Lifeline Application forms: (1) the customer's full name; (2) the customer's full residential address (P.O. Boxes are not permitted); (3) whether the residential address is permanent or temporary; (4) the customer's billing address, if different; (5) the customer's date of birth; (6) the last four digits of the customer's Social Security number (or Tribal identification number if the customer is a member of a Tribal nation and does not have a Social Security number²⁰); (7) if the customer is seeking to qualify for Lifeline under the program-based criteria, the name of the

¹⁹ CuraTel's proposed Lifeline Application for these states is attached hereto at Exhibit 1.

²⁰ CuraTel will only include language regarding a Tribal identification number on forms used in states with Tribal lands within its service territory.

qualifying assistance program from which the customer, or his or her dependents, or his or her household receives benefits; and (8) if the customer is seeking to qualify for Lifeline under the income-based criterion, the number of individuals in his or her household.²¹ Finally, any prospective customer who resides at an address occupied by multiple households must certify as such on CuraTel's Lifeline Application and must complete a separate Lifeline Household Worksheet.²²

Applicant Certifications.

In accordance with 47 C.F.R. § 54.410(d), in its Lifeline Applications, CuraTel will require all Lifeline applicants to certify, under penalty of perjury, that: (1) the customer meets the income-based or program-based eligibility criteria for receiving Lifeline; (2) the customer will notify CuraTel 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 customer is receiving more than one Lifeline benefit, or another member of the customer's household is receiving a Lifeline benefit; (3) if the customer is seeking to qualify for Lifeline as an eligible resident of Tribal lands, that he or she lives on Tribal lands; (4) if the customer moves to a new address, that he or she will provide that new address to CuraTel within 30 days; (5) if the customer provided a temporary residential address to CuraTel, the customer will verify his or her temporary residential address every 90 days upon the final effective date of this rule; (6) the customer's household will receive only one Lifeline service and, to the best of the applicant's knowledge, the customer's household is not already receiving a Lifeline service; (7) the information contained in the customer's application/certification form is true and correct to the best of the customer's knowledge; (8) the

²¹ 47 C.F.R. § 54.410(d)(2).

²² *Lifeline Reform Order* at ¶ 79.

customer acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; (9) the customer acknowledges that he or she may be required to re-certify his or her continued eligibility for Lifeline at any time, and that his or her failure to re-certify as to continued eligibility will result in de-enrollment and the termination of the customer's Lifeline benefits; and (10) that CuraTel is authorized to (i) access any records required to verify the customer's statements on the form and to confirm eligibility under the Lifeline program and (ii) release any records required for the administration of the Lifeline program (*e.g.*, name, telephone number and address), including to USAC, to be used in a Lifeline database and to ensure the proper administration of the Lifeline program, and that failure to do so will result in a denial of Lifeline benefits.²³ Prospective applicants must affirmatively certify to each of these certifications in order for the application process to move forward, including those applying online. For those applying online, CuraTel's website will not permit the applicant to submit the application unless all certifications have been completed. The customer may also certify via interactive voice response ("IVR"), which is then saved in the customer's account in CuraTel's customer care and billing system.

In accordance with 47 C.F.R. § 54.410(d)(1), CuraTel's Lifeline Application will disclose the following information: (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

²³ See Exhibit 1.

constitutes a violation of the Commission's rules and will result in the subscriber's de-enrollment from the program; and (6) Lifeline is a non-transferable benefit and the subscriber may not transfer his or her benefit to any other person.²⁴

Finally, in accordance with 47 C.F.R. § 54.405(c), CuraTel's Lifeline Application will indicate, using easily understood language, (1) that CuraTel's low income targeted service is a Lifeline service; (2) that Lifeline is a government assistance program; (3) that the service is non-transferable; (4) that only eligible consumers may enroll in the program; and (5) that the program is limited to one discount per household.²⁵

C. CuraTel's Procedures for Annual Verification of Lifeline Customers

California: In California, the third-party administrator will send renewal forms to Lifeline subscribers annually as of the date the subscriber's application.²⁶ Upon receiving the Renewal Form, the subscriber has the option of qualifying his/her continued eligibility under either: (i) the Program-Based Criterion, or (ii) the Income- Based Criterion.²⁷ CuraTel will work with the third-party administrator to maintain current contact information for each customer and will assist customers, who so request, with the process of filling out the Renewal Forms and gathering any necessary documentation as required for continued enrollment in the Lifeline Program under either income-based eligibility or program-based eligibility

Other States: In states other than California, in accordance with the requirements of the *Lifeline Reform Order* and 47 C.F.R. § 54.410(f), CuraTel will annually re-certify all of its Lifeline subscribers by either (1) querying the appropriate eligibility or income databases, confirming that the subscriber continues to meet the program- or income-based eligibility

²⁴ *Id.*

²⁵ *Id.*

²⁶ GO 153, §§ 2.1 and 5.5.

²⁷ *Id.* at § 5.5.

requirements for Lifeline and documenting the results of that review, or (2) obtaining a signed certification from the customer that meets the certification requirements set forth in 47 C.F.R. § 54.410(d).

CuraTel will permit customers to recertify their eligibility for Lifeline benefits through the following ways: an online form on its website (www.curatel.com); an oral re-certification by calling CuraTel's call center (which would be recorded); or a paper form that could be scanned and e-mailed, faxed or handed to a third party representative and forwarded to CuraTel.

III. CURATEL'S PLANS FOR COMPLIANCE WITH THE FORBEARANCE CONDITIONS RELATING TO PUBLIC SAFETY AND 911/E911 ACCESS

CuraTel's wireless services comply with the 911/E911 access conditions set forth in paragraph 373 of the *Lifeline Reform Order*. Specifically, CuraTel: (1) provides its Lifeline customers with 911/E911 access at the time Lifeline service is initiated, regardless of activation status and availability of minutes, and (2) provides its wireless Lifeline customers with E911-compliant handsets and replace, at no additional charge to the customer, noncompliant handsets of Lifeline-eligible customers who obtain Lifeline-supported services. CuraTel provides access to 911 and E911 services to the extent that these services have been deployed by its underlying wireless carrier.

IV. CURATEL'S PLANS FOR COMPLIANCE WITH THE COMMISSION'S MARKETING AND DISCLOSURE REQUIREMENTS FOR PARTICIPATION IN THE LIFELINE PROGRAM

CuraTel will incorporate into its marketing materials²⁸ for its Lifeline services, in clear, easily understood language: (1) that the service is supported by Lifeline, a government program; (2) that only eligible consumers may enroll in the program; (3) that documentation is necessary

²⁸ "Marketing materials" includes, but is not limited to print, audio, video, Internet (including email, web, and social networking media), and outdoor signage, that describe the Lifeline-supported service offering, including application and certification forms. See *Lifeline Reform Order* at ¶ 275; 47 C.F.R. § 54.405(c).

for enrollment; and (4) that the benefit is limited to one per household and is non-transferrable.²⁹ CuraTel also will disclose its name on all marketing materials.³⁰ A sample advertisement incorporating this language is attached hereto at **Exhibit 2**.

In addition, because many of CuraTel's customers learn about and begin the enrollment process in its stores, CuraTel will train its representatives to describe the Lifeline program to customers and to emphasize the disclosures listed above. CuraTel also commits to have its representatives ask potential customers whether they have exiting Lifeline service from another carrier, and will list specific Lifeline brands, including Safelink, Assurance, and Cricket's Lifeline-supported offerings. If the customer already has a Lifeline-supported phone from another carrier, they will be told that they are ineligible for CuraTel's Lifeline-supported service. For both in-store and other channels of marketing, CuraTel will primarily use its own employees (rather than third-party agents) who have been trained in the Lifeline rules and CuraTel's own procedures to prevent duplicate Lifeline support and ineligible customers.

V. CURATEL'S PROCEDURES AND EFFORTS TO PREVENT WASTE, FRAUD AND ABUSE IN CONNECTION WITH LIFELINE FUNDS

CuraTel shares the Commission's commitment to minimize waste, fraud and abuse of Lifeline benefits. Accordingly, CuraTel commits to implement a variety of measures and procedures intended to prevent duplicate Lifeline benefits from being awarded to the same household or individual.

Prevention of Duplicates within CuraTel's Customer Base.

California: In California, CuraTel will perform an initial screening process to determine whether or not an applicant is currently subscribed to Lifeline service. California General Order

²⁹ *Lifeline Reform Order* at ¶ 275; 47 C.F.R. § 54.405(c).

³⁰ *Lifeline Reform Order* at ¶ 275; 47 C.F.R. § 54.405(d).

(“GO”) 153 prohibits service providers from knowingly enrolling applicants who does not meet the California LifeLine eligibility criteria.³¹ This includes applicants who are currently enrolled in the Lifeline program. The GO also requires carriers to ask a series of questions regarding the applicant’s status in the Lifeline program.³² These include asking whether or not the applicant is currently enrolled in the Lifeline Program. If the applicant is currently enrolled, CuraTel must contact the administrator to validate the applicant’s approved status. CuraTel then must inform the customer that the administrator will notify the applicant and the applicant’s current California LifeLine Service Provider once it determines whether or not the applicant is currently or within the last 30 days has been enrolled in California LifeLine. If the applicant indicates that they are not currently enrolled in the program, CuraTel will ask whether they qualify for the program under either income-based or program-based eligibility.³³ CuraTel then contacts the administrator to perform the de-duplication process. This begins the application process, which is handled by the third-party administrator.³⁴

Other States: In states other than California, at time of initial sign up of a new customer, the customer’s service address is validated for accuracy against the USPS (“United States Postal Service”) database and saved in the USPS-approved format, which permits CuraTel’s customer database as well as the NLAD to more accurately prevent duplicates by preventing variations of the same address from receiving multiple Lifeline discounts absent a valid one per household worksheet. CuraTel will also conduct additional checks to ensure that the same customer is not receiving more than one service by checking its database for the same customer name, date of

³¹ GO 153, § 5.2.

³² See GO 153, § 4.2, generally.

³³ *Id.*

³⁴ The state of California is in the process of finalizing the process of opting out of the NLAD. See, e.g., In Re Lifeline and Link Up Reform and Modernization, Order, 28 FCC Rcd 11188 (WCB Aug. 1, 2013).

birth and the last four digits of the person's social security number. (All addresses are maintained in USPS format to facilitate address comparison.) CuraTel also conducts real-time scans of its database to flag any duplicate addresses, dates of birth, etc. in addition to conducting manual reviews of its subscriber lists prior to filing its FCC Form 497s in order to ensure that it does not claim subsidies for any duplicate addresses. This scanning process will cross-check CuraTel's wireline customer database against applicants for wireless service, ensuring that there is no duplication of Lifeline support within CuraTel's own subscriber base regardless of whether the subscriber receives wireline or wireless service.

Service Activation.

California: In California, CuraTel must offer service to Lifeline applicants at regular, retail rates prior to the customer receiving notice that they are eligible for the California Lifeline program. After that point, all CuraTel's customers pay an out-of-pocket fee, which means that the service activation rule found at 47 C.F.R. § 54.407(c) does not apply.

Other States: In states in which the customer does not pay an out-of-pocket fee, when CuraTel ships handsets to qualified customers, it will seek delivery confirmation (including a customer signature) in order to ensure that the handset has been delivered to the applicant. Thereafter, CuraTel will not seek reimbursement for Lifeline service for any customer until the customer uses the service to either activate the service or to complete an outgoing call.³⁵ Depending on the underlying wireless carrier utilized, CuraTel's customers activate their service either (1) by making an outbound call or (2) upon attempting to make an outbound call, by being automatically routed to an IVR recording at which point the customer is prompted to confirm that he or she wishes to activate the account by entering a number on the key pad. In addition, in

³⁵ 47 C.F.R. § 54.407(c).

database states, the application will not be processed until such time as the applicant's name and address are confirmed as being eligible by the state Lifeline database. Only after an applicant's eligibility in such a state is confirmed by the database administrator is the handset provided or shipped out. Thereafter, the customer would be subject to the same IVR process described above.

Non-Usage Policy.

California: In California, all CuraTel's customers pay an out-of-pocket fee, which means that the non-usage rule found at 47 C.F.R. § 54.407(c) does not apply. Moreover, CuraTel's policy is to disconnect customers' whose bills are 45 days delinquent.

Other States: In states in which the customer does not pay an out-of-pocket fee, after 60 days of non-use,³⁶ CuraTel will provide notice to the customer that failure to use the Lifeline service or provide other confirmation to CuraTel that the customer wishes to retain their Lifeline service within 30 days from the date of the de-enrollment notice will result in de-enrollment from the Lifeline program.³⁷ CuraTel will not request further Lifeline reimbursement for any de-enrolled customer and CuraTel will report annually to the Commission the number of customers de-enrolled for non-usage by month.³⁸

One Per Household Rule. CuraTel will implement policies and practices in accordance with the Commission's rules and the *Lifeline Reform Order* to ensure that it provides only one Lifeline service per household. CuraTel has already implemented procedures to ensure that CuraTel itself only provides one Lifeline service per household, and will utilize the NLAD in all

³⁶ Customers will be able to "use" the service by: (1) completing an outbound call; (2) purchasing minutes from CuraTel to add to the customer's plan; (3) answering an incoming call from a party other than CuraTel; or (4) responding to a direct contact from CuraTel confirming that the customer wants to continue receiving the service. 47 C.F.R. § 54.407(c)(2).

³⁷ *Id.* at § 54.405(e)(3).

³⁸ *Id.* at § 54.405(e)(3).

states that have not opted out, such as California where it will utilize the California state database. Finally, if CuraTel has a reasonable basis to believe that one of its Lifeline customers no longer meets the eligibility criteria, for example, due to a violation of the one-per-household rule, CuraTel will initiate its termination process in accordance with the procedures set forth in 47 C.F.R. § 54.405(e)(1).

VI. CONCLUSION

CuraTel submits that the foregoing Amended Compliance Plan fully satisfies the conditions set forth in the *Lifeline Reform Order*, the *Public Notice* and the Commission's rules pertaining to Lifeline. Accordingly, CuraTel respectfully requests expeditious approval of this Amended Compliance Plan so that CuraTel may continue to provide essential Lifeline service to eligible low-income customers in states where it has previously been designated a wireline ETC and may provide service to additional eligible low income consumers in additional states in the future.

Respectfully submitted,



Danielle Frappier
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1919 Pennsylvania Avenue, N.W., Suite 800
Washington, D.C. 20006-3401
(202) 973 - 4242

Counsel to CuraTel, LLC

January 31, 2014

Exhibit 1

Lifeline Application (Outside California)

Fax to: 213-639-2099
Email to: lifeline@curatel.com or
Mail to: CuraTel, 1605 W Olympic Blvd, Suite 800
Los Angeles, CA 90015



**WIRELESS
LIFELINE APPLICATION**

(Not for use in California)

Unlimited Plan **500 Minute Plan** **200 Minute Plan**

I certify that I participate in one of the following programs (check one):

- | | |
|---|--|
| <input type="checkbox"/> Food Stamps (SNAP) | <input type="checkbox"/> Medicaid |
| <input type="checkbox"/> Federal Public Housing Assistance (Section 8) | <input type="checkbox"/> Temporary Assistance to Needy Families (TANF) |
| <input type="checkbox"/> National School Lunch Free Lunch Program | <input type="checkbox"/> Supplemental Social Security (SSI) |
| <input type="checkbox"/> Low-Income Home Energy Assistance Program (LIHEAP) | <i>If you wish to qualify based on income, a different form is required.</i> |

You must provide documentation demonstrating your current participation in the program checked above.

Last Name: _____ First Name: _____ Middle Initial: _____

Last 4 digits of Soc. Security #: _____ Date of Birth: _____

Residential Address: _____ Apt. _____ City: _____ State: ____ Zip: _____

(no P.O. Box for res. address) This is my (check one): Permanent Address Temporary Address

If you move, you must update your residential address with CuraTel within 30 days

Billing Address (if different): _____ Apt. _____ City: _____ State: ____ Zip: _____

I certify that:

- I acknowledge that Lifeline is a government assistance program and that willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.
- I acknowledge that only Lifeline eligible consumers may enroll in the Lifeline Program.
- I acknowledge that only one Lifeline service is available per household, and that, to the best of my knowledge, no other person in my household is receiving a Lifeline service. (For purposes of Lifeline, a "household" is any individual or group of individuals who live together at the same address and share income and expenses.)
- I acknowledge that a household is not permitted to receive Lifeline benefits from multiple providers and that violation of this limitation constitutes a violation of the rules of the Federal Communications Commission and will result in de-enrollment from the Lifeline program. If I am participating in another Lifeline program at the time I apply for CuraTel Lifeline service, I agree to cancel that Lifeline service with any other provider.
- I acknowledge that Lifeline is non-transferable and that I may not transfer my benefit to any other person.
- I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- I will notify CuraTel within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline services, such as no longer participating in any of qualifying program, or if I or a member of my household receives another Lifeline benefit.
- I acknowledge that I may be required to re-certify to my continued eligibility for Lifeline at any time, and that my failure to re-certify will result in de-enrollment and termination of my Lifeline benefits.
- If I move to a new address, I will provide the new address to CuraTel within 30 days.
- If I provided a temporary address, I will be required to verify my temporary address every 90 days. If I do not provide verification within 30 days, I will be de-enrolled from the Lifeline program.
- I authorize CuraTel to access any state or federal governmental records or database required to verify my statements herein and to confirm my continued eligibility for Lifeline and authorize social service agency representatives to discuss with and/or provide information to CuraTel verifying my participation in programs that qualify me for Lifeline. I also authorize CuraTel to release any records required for the administration of CuraTel's Lifeline program, including to the Universal Service Administrative Company (USAC), to be used in a Lifeline Program Database. I understand that the records are required 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.
- I certify **penalty of perjury** that the information contained in this certification is true and correct to the best of my knowledge.

Applicant's Signature: _____

Date: _____

Order New Service 1.866.673.3627

Customer Care: 1.866.287.2366

www.curatel.com

Fax to: 213-639-2099
Email to: lifeline@curatel.com or
Mail to: CuraTel, 1605 W Olympic Blvd, Suite 800
 Los Angeles, CA 90015



**WIRELESS
 LIFELINE APPLICATION**
 (Not for use in California)

___ **Unlimited Plan** ___ **500 Minute Plan** ___ **200 Minute Plan**

I certify that my household income is at or below 135% of the Federal Poverty Guidelines as indicated below:

Eligibility for Lifeline may apply if your household income is at or below 135% of the Federal Poverty Guidelines for a household of that size. Indicate which income range applies to you in the chart. You must provide proof of eligibility based on income, which can include:	Check or Complete	Persons in Household	Annual Income	Monthly Income
	<ul style="list-style-type: none"> • Last year's federal or state tax return • Current income statement from an employer or paycheck stub (must cover 3 consecutive months within the previous 12 months) • A Social Security statement of benefits • A retirement/pension statement of benefits • An Unemployment/Workers' Compensation statement of benefit • Federal notice letter of participation in General Assistance • Divorce decree, child support award or other official document containing income information 	<input type="checkbox"/>	1	\$15,512
<input type="checkbox"/>		2	\$20,939	\$1,745
<input type="checkbox"/>		3	\$26,366	\$2,197
<input type="checkbox"/>		4	\$31,793	\$2,649
<input type="checkbox"/>		5	\$37,220	\$3,101
<input type="checkbox"/>		6	\$42,647	\$3,554
<input type="checkbox"/>		7	\$48,074	\$4,006
<input type="checkbox"/>		8	\$53,501	\$4,458
___ # in household		For each add'l person, add:	\$5,427	\$452

Last Name: _____ First Name: _____ Middle Initial: _____

Last 4 digits of Soc. Security #: _____ Date of Birth: _____

Residential Address: _____ Apt. _____ City: _____ State: ___ Zip: _____

(no P.O. Box for res. address) This is my (check one): ___ Permanent Address ___ Temporary Address

If you move, you must update your residential address with CuraTel within 30 days.

Billing Address (if different): _____ Apt. _____ City: _____ State: ___ Zip: _____

I certify that:

- ___ I acknowledge that Lifeline is a government assistance program and that willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.
- ___ I acknowledge that only Lifeline eligible consumers may enroll in the Lifeline Program.
- ___ I acknowledge that only one Lifeline service is available per household, and that, to the best of my knowledge, no other person in my household is receiving a Lifeline service. (For purposes of Lifeline, a "household" is any individual or group of individuals who live together at the same address and share income and expenses.)
- ___ I acknowledge that a household is not permitted to receive Lifeline benefits from multiple providers and that violation of this limitation constitutes a violation of the rules of the Federal Communications Commission and will result in de-enrollment from the Lifeline program. If I am participating in another Lifeline program at the time I apply for CuraTel Lifeline service, I agree to cancel that Lifeline service with any other provider.
- ___ I acknowledge that Lifeline is non-transferable and that I may not transfer my benefit to any other person.
- ___ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- ___ I will notify CuraTel within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline services, such as no longer meeting the income levels, or if I or a member of my household receives another Lifeline benefit.
- ___ I acknowledge that I may be required to re-certify to my continued eligibility for Lifeline at any time, and that my failure to re-certify will result in de-enrollment and termination of my Lifeline benefits.
- ___ If I move to a new address, I will provide the new address to CuraTel within 30 days.
- ___ If I provided a temporary address, I will be required to verify my temporary address every 90 days. If I do not provide verification within 30 days, I will be de-enrolled from the Lifeline program.
- ___ I authorize CuraTel to access any governmental state or federal records or database located anywhere required to verify my statements herein and to confirm my continued eligibility for Lifeline and authorize social service agency representatives to discuss with and/or provide information to CuraTel verifying my participation in programs that qualify me for Lifeline. I also authorize CuraTel to release any records required for the administration of CuraTel's Lifeline program, including to the Universal Service Administrative Company (USAC) to be used in a Lifeline Program Database. I understand that the records are required 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.
- ___ I certify **penalty of perjury** that the information contained in this certification is true and correct to the best of my knowledge.

Applicant's Signature: _____

Date _____

Order New Service 1.866.673.3627

Customer Care: 1.866.287.2366

www.curatel.com

Exhibit 2

Sample Marketing Material

LifeLine Cellular Service



\$1 month
MINUTES

IMPORTANT INFORMATION
LifeLine Wireless Service

LifeLine is a government assistance program.
Only one LifeLine service is available per household.
LifeLine is a non-transferable benefit. Proof of eligibility is required and only eligible customers may enroll.

Call us at:

1-866-673-3627

CuraTel
curatel.com

LifeLine Cellular Service



\$5 month
MINUTES

IMPORTANT INFORMATION
LifeLine Wireless Service

LifeLine is a government assistance program.
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LifeLine is a non-transferable benefit. Proof of eligibility is required and only eligible customers may enroll.

Call us at:

1-866-673-3627

CuraTel
curatel.com

LifeLine Cellular Service



Unlimited
minutes

\$21 month

IMPORTANT INFORMATION
LifeLine Wireless Service

LifeLine is a government assistance program.
Only one LifeLine service is available per household.
LifeLine is a non-transferable benefit. Proof of eligibility is required and only eligible customers may enroll.

Call us at:

1-866-673-3627

CuraTel
curatel.com