

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE)
APPLICATION OF EASY TELEPHONE)
SERVICE COMPANY D/B/A EASY)
WIRELESS FOR DESIGNATION AS AN) Case No. 2011-00137
ELIGIBLE TELECOMMUNICATIONS)
CARRIER ON A WIRELESS BASIS)
(LOW INCOME ONLY))

EASY TELEPHONE SERVICE COMPANY D/B/A EASY WIRELESS'
RESPONSES TO COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION

Easy Telephone Service Company d/b/a Easy Wireless ("Easy Wireless") by its undersigned counsel, responds to the First Requests for Information (the "Requests") served by the Kentucky Public Service Commission dated June 14, 2010.

REQUEST NO. 1. Kentucky currently requires that all Eligible Telecommunication Carriers ("ETC") perform an audit of all customers receiving Lifeline benefits. Each customer must prove eligibility. Does Easy Wireless agree to audit all Lifeline customers each year rather than conduct a yearly audit of only a sample of customers?

Responsible Party: Joe Fernandez

RESPONSE: Yes.

RECEIVED

AUG 10 2011

PUBLIC SERVICE
COMMISSION

REQUEST NO. 2. Explain the process by which Easy Wireless will employ to audit each Lifeline customer on an annual basis.

Responsible Party: Joe Fernandez

RESPONSE: Easy Telephone will contact with the Cabinet for Children and Families in Kentucky to become eligible to recertify its customer base through the Cabinet's database. Should an end user not appear in the database, the company will have each end user recertify and provide proof of participation and/or eligibility.

REQUEST NO. 3. Explain the process which Easy Wireless will use to verify the initial eligibility of Lifeline customers. Provide details about how and where Lifeline subscribers will be able to initiate service.

Responsible Party: Joe Fernandez

RESPONSE: Easy Telephone will allow customers to sign up for wireless service through two methods. The first is by calling into customer service and providing info to have an activated handset mailed to their residence. The second is by attending large outreach events in the customer's area in which the customer will receive an activated handset prior to leaving the event. Through either method, the customer will be required to complete a Lifeline Certification form and show proof of eligibility before the handset is delivered to them.

REQUEST NO. 4. Does Easy Wireless understand that Kentucky does not allow customers to qualify for Lifeline under the income guidelines?

Responsible Party: Joe Fernandez

RESPONSE: Yes.

REQUEST NO. 5. The Kentucky Universal Service Fund (“USF”) for Lifeline support is maintained by a fee of eight cents per access line per month from every Wireline and wireless subscriber, which is collected by carriers. Does Easy Wireless collect this surcharge from any of its customers?

Responsible Party: Joe Fernandez

RESPONSE: Easy will remit amounts equal to the surcharge that would apply on customer bills. Because prepaid customers do not receive a bill, the surcharge cannot be billed to a customer using the description ordered by the PSC in Adm. Case No. 360.

REQUEST NO. 6. The Kentucky Telecommunications Relay Service and the Kentucky Telecommunications Access Program are supported by a surcharge, which is collected by carriers. Each fund is supported by a fee of two cents per access line per month from every Wireline and wireless subscriber, which is collected by the carriers. Does Easy Wireless collect this surcharge from any of its customers?

Responsible Party: Joe Fernandez

RESPONSE: Easy does not have any customers in KY at this time, but when granted ETC eligibility, Easy does agree to remit an amount equal to the two cent charge for TRS and the KY TAP from every wireless customer, if ordered by the Commission. Prepaid customers do not receive a bill and there is no way to provide the line item disclosures the PSC has ordered of other carriers.

REQUEST NO. 7. Do Easy Wireless' customers pay the statewide wireless 911 fee?

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless has no customers in Kentucky at this time, but understands it must register with the CMRS Board and comply with the law applied to prepaid wireless providers.

REQUEST NO. 8. If Easy Wireless receives ETC designation in Kentucky, approximately how long will it take for Easy Wireless to offer Lifeline service in the area in which it receives designation? Elaborate on any extenuating or special circumstances.

Responsible Party: Joe Fernandez

RESPONSE: Easy will be able to begin servicing customers within 90 days of receiving ETC designation in KY. The only foreseeable delay would be the mass production of marketing material.

REQUEST NO. 9. Does Easy Wireless understand that there may be an audit by the commission of the use of Universal Service funds and that the eligible telecommunications service designation may be reviewed annually?

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless does understand the possibility of an audit by the commission of the use of USF funds and that the eligible telecommunications service designation may be reviewed annually.

REQUEST NO. 10. Has Easy Wireless been audited by other state utility commissions regarding its use of Universal Service funds? If so, list the state and the result of the audit.

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless has not been audited in any other state regarding its use of Universal Service funds.

REQUEST NO. 11. Does Easy Wireless have any outstanding complaints or investigations at any state commissions, the Universal Service Administrative Company (“USAC”), or at the Federal Communications Commission (“FCC”)? Provide detailed documentation of any complaint or investigation filed with a state commission, USAC, or at the FCC in the past three years.

Responsible Party: Joe Fernandez

RESPONSE: In August, 2010, the Florida Commission contacted Easy Telephone ("Easy") regarding complaints about unauthorized carrier changes related to wireline service. Easy investigated and determined that the company's marketing agent had indeed submitted unauthorized changes. Actions were taken to rectify the program, but eventually Easy had to terminate the marketing company in order to resolve the issues. Easy met with the Florida Commission and after deliberations proposed a settlement offer which the Commission accepted. Easy also has put in place additional quality control procedures to prevent future violations. A copy of the Commission Clerk's June 17, 2011 Memorandum is attached as Exhibit 1. It details the situation and resolution.

The state of Missouri has also investigated Easy Wireless in response to a complaint. Information concerning this investigation is included as well. The Missouri PSC has found no wrong-doing on the part of Easy Wireless, and has since recommended Easy Wireless for ETC approval. The Missouri PSC staff report is included as Exhibit 2.

REQUEST NO. 12. Affirm that Easy Wireless will not seek toll limitation service reimbursement from USAC if granted ETC status?

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless will not seek Toll Limitation Service reimbursement from USAC if granted ETC status.

REQUEST NO. 13. Affirm that Easy Wireless will seek Link-Up reimbursement from USAC if granted ETC status?

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless does affirm that it will seek up to \$30 in Link-Up reimbursement from USAC if granted ETC status.

REQUEST NO. 14. Easy Wireless will seek Lifeline reimbursement from USAC if granted ETC status. What amount per customer will Easy Wireless seek?

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless will seek \$10 in Lifeline reimbursement from USAC if granted ETC status including:

Tier 1 - \$6.50

Tier 2 - \$1.75

Tier 3 -\$1.75

REQUEST NO. 15. Will Easy Wireless seek Lifeline reimbursement from the Kentucky USF if granted ETC status? If so, list the amount per customer Easy Wireless would be claiming.

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless will not be seeking reimbursement from the Kentucky USF if granted ETC status.

REQUEST NO. 16. Provide the number of requests for service from potential customers in Kentucky that were unfulfilled by Easy Wireless in the previous Calendar year.

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless has no customers in KY, therefore there were no unfulfilled requests in the previous calendar year.

REQUEST NO. 17. Does Easy Wireless use agents or other retailers to market and sell its service? Provide a list.

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless does not currently use agents or other retailers to market and sell its service.

REQUEST NO. 18. Will Easy Wireless be willing to advertise Lifeline and Link-Up availability in languages other than English? If so, list the other languages.

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless will be willing to advertise Lifeline and Linkup availability in Spanish.

REQUEST NO. 19. Affirm that Easy Wireless will not be providing directory assistance through its own facilities but only switching directory assistance traffic.

Responsible Party: Joe Fernandez and counsel for Easy Wireless

RESPONSE: Denied. Easy Wireless will be providing directory assistance, a supported service, in part through the use of its own switch. For the purpose of certification, Easy Wireless satisfies the requirements of federal law by providing a physical component of the network being used in the transmission of services designated for support. *See* Petition at ¶¶ 14-15. Eligible customers for the service use an integrated service, and switching is one of various facilities used to provide the service.

REQUEST NO. 20. Footnote 6 of the petition states that Easy Wireless provides Wireline service in South Florida through collocated facilities at AT&T central offices. Is this still true?

Responsible Party: Joe Fernandez

RESPONSE: Yes. Easy Telephone Service Company has a small customer base in South Florida to which it provides service through collocated facilities at AT&T central offices.

REQUEST NO. 21. Will Easy Wireless Lifeline customer be able to use minutes to send and receive text messages? If so, what is the corresponding minutes-to-texts conversion?

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless customers will be able to send and receive text messages at a rate of 0.3 minutes per text.

REQUEST NO. 22. Do unused minutes and text messages carry forward from month to month? If not, will Easy Wireless be willing to make that provision available to Kentucky subscribers?

Responsible Party: Joe Fernandez

RESPONSE: Unused minutes do roll over month to month for a 90 day period. On the 91st day unused minutes will expire. If the customer uses their minutes and decides to purchase additional minutes, purchased minutes are available for 30 days from the date of purchase.

REQUEST NO. 23. Does Easy Wireless charge against the customer account for all calls and text messages, both sent and received, including calls to customer service, 911, and company-initiated text messages?

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless does charge against the account for all calls and text messages, both sent and received, including calls to customer service and company initiated texts. There will be no charge for calls to 911.

REQUEST NO. 24. What is the amount of the customer charge for commencing service for Easy Wireless?

Responsible Party: Joe Fernandez

RESPONSE: The customary charge for commencing service is \$60 to cover connection costs. This amount is reduced by the \$30 Linkup discount, and is further reduced by a one-time company promotion of \$30.

REQUEST NO. 25. Does Easy Wireless monitor non-usage? If so, provide details of the plan and its intention to file this plan with the Commission.

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless does monitor non-usage. If the customer does not use their service for a period of 60 days, the company will call, text, and follow up with a letter to the customer to ensure the customer would still like to keep the service. If the customer does not respond and still shows no usage, the company will suspend the customer's service and will not claim funds on this customer. While suspended, the customer will still have access to 911 services.

REQUEST NO. 26. Provide a proposed customer agreement for Lifeline service detailing all service conditions and charges.

Responsible Party: Joe Fernandez

RESPONSE: Please see the Terms and Conditions sheet attached as Exhibit 3.

REQUEST NO. 27. Is Easy Wireless currently providing service to any customers in Kentucky? If so, how many?

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless is not currently providing service to customers in KY.

REQUEST NO. 28. Provide a list of all states in which Easy Wireless operates.

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless currently only operates in Florida. However, Easy Wireless has approval in Arkansas and is not operational as of yet.

REQUEST NO. 29. Provide the docket numbers of Easy Wireless' petitions for ETC in any other state.

Responsible Party: Joe Fernandez

RESPONSE:

State	Docket Number
Arkansas	10-083-U
Kansas	11-ETWZ-424-ETC
Kentucky	2011-00137
Michigan	U-16476
Wisconsin	139727
Oklahoma	PUD 201100004
Missouri	TA-2011-0164

REQUEST NO. 30. Has Easy Wireless filed a petition to provide service in any state and subsequently withdrawn the petition or been denied? If so, list the state, docket number, and Easy Wireless' reason for seeking withdrawal of the petition for that state.

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless filed in Georgia with docket number 130451 and subsequently withdrew the petition without prejudice on March 8, 2011. Easy Wireless also filed in Florida for Wireless ETC certification on docket number 100375-TP and subsequently withdrew the filing. The Florida PSC staff had advised Easy Wireless that in light of new legislation limiting the PSC's jurisdiction over the wireless industry it would no longer be processing ETC petitions from wireless carriers. The Florida "Regulatory Reform Act" subsequently took effect on July 1, 2011. The petition had been withdrawn without prejudice.

REQUEST NO. 31. Does Easy Wireless maintain separate books/general ledgers for each state in which it operates? Where are the books/general ledgers for Kentucky customers maintained? Provide the physical address, office telephone number, and name and title of employee responsible for maintaining those books/general ledgers.

Responsible Party: Joe Fernandez

RESPONSE: Easy Telephone Services Company, dba Easy Wireless, does maintain separate books/general ledgers for each state in which it operates. The books/general ledgers for Easy Wireless in KY will be kept at the address 4352 SE 95th Street Ocala, FL 34480. The employee responsible for the ledgers will be Sandra Thurgaland, Accounting Director, at sandythurgaland@telecomservicebureau.com at telephone number 352-433-2116.

REQUEST NO. 32. Provide the address (URL) to the Easy Wireless website, if there is one.

Responsible Party: Joe Fernandez

RESPONSE: Easy Wirelesses' websites are: www.EasyTelephoneService.com and www.MyEasyWireless.com

REQUEST NO. 33. Provide the name of the person (with business title) and/or entity that will be filing the Form 497 with USAC if Easy Wireless obtains ETC status.

Responsible Party: Joe Fernandez

RESPONSE: Caitlyn Lumpkin with CGM will be electronically filing the 497 with USAC after the company President has approved and signed.

REQUEST NO. 34. Provide a description of Easy Wireless' corporate structure, with both names and titles. Also provide a list of Easy Wireless' owners or corporate offices and indicate if they are also owners, corporate officers, or employees of any other telecommunications companies and provide a vitae for each listed.

Responsible Party: Joe Fernandez

RESPONSE: Easy Wireless' corporate structure is Majority Owner Joseph Fernandez, titled as President, and Manuel Torrens listed as Director. Mr. Fernandez owns 51% of the company. Mr. Torrens owns 9% of the company. Cesar Paulino has 40% ownership and has no official title. Joseph Fernandez is also owner of Telecom Service Bureau. There are no other owners that are also owners of other companies. A complete history for Joe Fernandez is included as Exhibit 4.

REQUEST NO. 35. Have any owners, officers, or managers of Easy Wireless been involved in any bankruptcy proceedings? If so, provide details as to the name of the person, the date on which the petition was filed, the case number, and the name of the federal court district where the petition was filed.

Responsible Party: Joe Fernandez

RESPONSE: There have been no owners, officers, or managers of Easy Wireless that have been involved in bankruptcy proceedings.

REQUEST NO. 36. Have any owners, officers, or manager of Easy Wireless been charged or convicted of a felony criminal offence during the last 10 years (either state or federal)? If so, provide details as to the name of the person, the dates of each charge, the case number, and the name of the state or federal court district where the charges or conviction occurred.

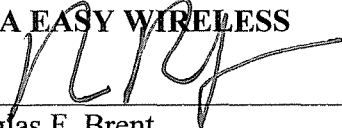
Responsible Party: Joe Fernandez

RESPONSE: There are no owners, officers, or managers of Easy Wireless that have been charged or convicted of a felony criminal offense in the last 10 years (either state or federal).

Respectfully submitted,

**EASY TELEPHONE SERVICES COMPANY
D/B/A EASY WIRELESS**

By:



Douglas F. Brent
STOLL KEENON OGDEN PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202
Telephone: (502) 568-5734
Facsimile: (502) 568-0934
Douglas.brent@skofirm.com

Stanley Q. Smith (admitted under SCR 3.030)
WATKINS LUDLAM WINTER & STENNIS, PA
190 E. Capitol Street, Suite 800
Jackson, Mississippi 39201
Telephone: (601) 949-4900
Facsimile: (601) 949-4804
stansmith@watkinsludlam.com



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

RECEIVED-FPSC
JUN 22 PM 2:26

-M-E-M-O-R-A-N-D-U-M- COMMISSION CLERK

DATE: June 17, 2011

TO: Ann Cole, Commission Clerk, Office of Commission Clerk

FROM: Beth W. Salak, Director, Division of Regulatory Analysis
Adam J. Teitzman, Attorney Supervisor, Office of the General Counsel

RE: Closure of Docket No. 110029-TX; Compliance investigation of Easy Telephone Services Company for apparent violation of Rule 25-4.118, F.A.C., Local, Local Toll, or Toll Provider Selection.

On January 12, 2011, Docket No. 110029-TX was established to investigate Easy Telephone Services Company's (Easy Tel) apparent violation of Rule 25-4.118, Florida Administrative Code, Local, Local Toll, or Toll Provider Selection. On February 9, 2011, Easy Tel submitted a proposed settlement offer wherein the company offered to make a voluntary contribution in the amount of \$106,000 to resolve the company's apparent violations.

By Order No. PSC-11-0154-PAA-TX, issued March 7, 2011, the Commission accepted Easy Tel's settlement offer and ordered the company to submit the \$106,000 payment to the Commission within fourteen (14) calendar days after the issuance of the Consummating Order for deposit into the General Revenue Fund. The Commission further ordered that this docket shall be closed administratively upon receipt of the settlement payment. The order became final and effective on April 1, 2011, upon issuance of Consummating Order No. PSC-11-0184-CO-TX.

On March 16, 2011, Easy Tel submitted the settlement payment in the amount of \$106,000. Easy Tel has complied with the provisions of the Commission's Orders; therefore, this docket shall be closed administratively.

KLC/

*OK to close
6-22-11
N/S*

DOCUMENT NUMBER-DATE

04314 JUN 22 =

FPSC-COMMISSION CLERK

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of Easy Telephone)
Service Company for Designation as an)
Eligible Telecommunications Carrier in the) **File No. TA-2011-0164**
State of Missouri)

STAFF RECOMMENDATION

COMES NOW the Staff of the Missouri Public Service Commission and for its recommendation, states as follows:

1. On December 7, 2010 Easy Telephone Service Company (“the Company”), a wireless carrier, filed an application with the Missouri Public Service Commission seeking designation as an Eligible Telecommunications Carrier (“ETC”) for the purpose of receiving federal universal service fund support for low income customers through Lifeline and LinkUp programs. On February 4, 2011, the Staff recommended that the Company be granted ETC status, but withdrew that recommendation on February 28 after receiving a document that asserted that the Company had engaged in fraudulent activity. On March 11, the Company responded to the assertions with over 82 pages of documentation. The Staff requested and was granted an extension of time until April 11, 2011 to complete its review and make its recommendation.

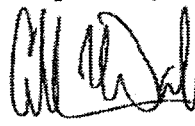
2. The Staff has completed its review of the submitted documentation and once again recommends that the Company be granted ETC status. As the attached Staff Memorandum demonstrates, in the Staff’s opinion, the Company has met all the requirements, both state and federal, to become designated as an eligible telecommunications carrier for receipt of federal universal service fund low-income support. The Company is not delinquent or non-compliant with any of the Commission’s reporting or assessment requirements; the Company is a mobile wireless telecommunications provider whose operations are not regulated by the Commission.

3. In light of assertions of misconduct in this matter and several other matters now pending before the Commission, The Staff asks that the Commission include the following language in its Order Granting ETC Status:

This grant of ETC status is dependent on the Applicant's compliance with federal and state rules concerning collection and distribution of USF funds. In particular, the Applicant shall comply with 47 CFR §§54.7, 54.8, 54.410, 54.415 and 54.416 (understanding that Missouri's legal mandates require compliance with 4 CSR 240-31.050). In addition, although the Applicant is not regulated by the Commission, it is expected to comply with 47 CFR §64.2001, et seq., and its Missouri counterpart 4 CSR 240-33.160.

WHEREFORE, Staff recommends that the Commission grant Easy Telephone Service Company's Application to be designated an Eligible Telecommunications Service for the receipt of low-income support (including Lifeline and LinkUp support) from the federal Universal Service Fund as a wireless telecommunications carrier and include the above-stated language in its ordered paragraphs.

Respectfully submitted,



Colleen M. Dale
Senior Counsel
Missouri Bar No. 31624
Attorney for the Staff of the
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102
(573) 751-4255 (Telephone)
cully.dale@psc.mo.gov

Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 11th day of April, 2011.

A handwritten signature in black ink, appearing to be "C. W. D. J.", written in a cursive style.

**EASY TELEPHONE SERVICES COMPANY dba EASY WIRELESS
TERMS AND CONDITIONS OF WIRELESS SERVICE**

Page | 1

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

By purchasing or activating your Easy Wireless handset or using any Easy Wireless service ("Service"), customer ("You") acknowledges and agrees to the following terms and conditions:

1. ACTIVATING AND USING YOUR EASY WIRELESS.

An Easy Wireless telephone number is assigned to your Easy Wireless handset when you receive it, however, you will acquire no proprietary interest in any number assigned to you. The wireless telecommunications networks used to transmit calls for the Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not Easy Wireless. Your handset can only be used through Easy Wireless, and cannot be activated with any other wireless or cellular service. Easy Wireless Services are provided at Easy Wireless' discretion. Some functions and features referenced in the Manufacturer's manual provided with your Easy Wireless handset may not be available.

2. AIRTIME RATES

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

3. TEXT MESSAGING

The rates to send or receive a text message to another person's phone using your Easy Wireless handset are disclosed in your package.

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

4. INTERNATIONAL CALLS

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

5. ADDING ADDITIONAL AIRTIME

Your Easy Wireless handset will only operate when you have airtime minutes/units available on the handset. Each prepaid airtime package comes with a number of minutes and a service period that begins to run from the day you add airtime to your handset. Easy Wireless airtime minutes added to your wireless phone will expire with active service and Usage during a consecutive thirty (30) day period.

6. AIRTIME PLANS

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

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

35 Minutes	\$ 5.00 (plus tax)
75 Minutes	\$10.00 (plus tax)
100 Minutes	\$13.50 (plus tax)
160 Minutes	\$20.00 (plus tax)
270 Minutes	\$30.00 (plus tax)
700 Minutes	\$50.00 (plus tax)

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

7. ROLLOVER

The monthly minute packages will rollover month to month for 3 months (90 days). Minutes will expire on the ninety-first day (91st). Minutes purchased as additional Airtime Packages will be good for 30 days from the date of purchase, expiring on the 31st day. Rollover policy is subject to change.

8. AIRTIME USAGE

Airtime minutes will be deducted for all time during which your Easy Wireless service is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send", "call" or other button to initiate or answer a call and does not end until you press the "end" button or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including calls to toll free numbers, 411, 611, Customer Care, simultaneous calls (airtime minutes will be deducted for each call separately) and calls to access your voice mail. Airtime minutes are not deducted for calls to 911. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes are deducted in full unit increments; partial minutes are rounded up to the next minute. Airtime minutes will also be deducted for use of other services such as text messaging. Airtime minutes are deducted for all text messages sent and incoming text. No credit is given for dropped calls.

9. EMERGENCY CALLS

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

10. UNAUTHORIZED USAGE; TAMPERING

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

11. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT

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

12. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS

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

13. WARRANTY

A new and/or reconditioned Easy Wireless handset and accessories are covered by manufacturer's 30-day limited warranty. **Exclusions and Conditions** This limited warranty does not cover damage or failure caused by abuse or misuse of the phone or accessories. Easy Wireless does not provide refunds. All applicable implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty, unless otherwise provided by law. Your limited warranty excludes all incidental or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

14. DISCLAIMER OF WARRANTIES

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

15. OUR RIGHT TO TERMINATE YOUR SERVICE

You agree not to use your Phone for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) threaten or commit violence against any of our employees or customer service representatives; (d) use vulgar and/or inappropriate language when interacting with our representatives; (e) steal from us; (f) harass our representatives; (g) interfere with our operations; (h) engage in abusive messaging, emailing or calling; (i) modify your device from its manufacturer's default specification; or (j) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

16. LIMITATION OF LIABILITY

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

17. INDEMNIFICATION

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

18. BINDING ARBITRATION

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

19. PRIVACY POLICY

To view the Easy Wireless Privacy Policy refer to the Easy Wireless website found at www.MyEasyWireless.com.

Joseph Fernandez

Joseph Fernandez has been in the telecom industry for over 11 years. Mr. Fernandez began at Affordable Phone Services, Inc. – a company his Father-In-law owned – as a sales associate. However, he researched other companies in the industry and thereby quickly rose through the ranks. He became Vice President of Business Development where he helped to completely change the direction of the company. Previously Affordable was only in their home state of Florida with only a Sprint Wholesale contract. He obtained contracts with Bellsouth/AT&T and Verizon and began the process of getting the company into additional states with CLEC and ETC status. During this time he also researched and learned of a Lifeline discount that he could offer his customers. These changes increased the customer base exponentially, thereby increasing the prosperity of the company. The success he had led him to be named President of Affordable Phone Services, Inc. Mr. Fernandez spent 10 years at Affordable before founding and becoming CEO of Telecom Service Bureau, Inc. What Mr. Fernandez found was that there were several struggling or newly formed CLEC companies that could benefit from his expertise. He saw that very few companies could navigate the Wholesale Market, with proper contracts and Security Deposits and even fewer understood how Lifeline could be a valuable product offering. He developed a turn-key product in which Telecom Service Bureau could offer assistance in MCNO/MVNE services, Order Provisioning, Customer Service, Tax and State Compliance, Accounting, General Operational Support, and a Call Center Solution that could handle incoming Customer Service and Sales calls. Using trusted industry vendors, such as CGM, BeQuick, and Reunion Communications, he gives a strong foundation to any company he manages. From their first client, Affordable Phone Service, to now their 9th client, Icon Telecom, Telecom Service Bureau has shown amazing growth and stability. Such that when he was presented with the option of purchasing a facilities owned company, Mr. Fernandez became majority owner of Easy Telephone Services Company. Mr. Fernandez's mission is to build credibility through compliance across all of Telecom Service Bureau's clientele. To that end, he has partnered with CGM, Inc. to cross reference all TSB company databases so that no company files for Linkup reimbursement if another client has already done so. This idea completely revolutionizes the way servicing agencies do business. Mr. Fernandez is aware of other companies that offer a similar product and understands that Telecom Service Bureau has a product or management style that may be misunderstood. To that end, he is willing to meet with any company owner or Commission Staff to show the viable product and unique offering that Telecom Service Bureau can bring to any company it manages.