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September 30, 2010

Mr. Jeffrey R. DeRouen  
Kentucky Public Service Commission  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, KY 40601

**RECEIVED**  
SEP 30 2010  
PUBLIC SERVICE  
COMMISSION

**RE: *Petition of Assurance Home Phone Services, Inc. for Designation as Eligible  
Telecommunications Carrier  
Case No. 2010-00235***

Dear Mr. DeRouen:

Enclosed please find an original and ten copies of Assurance Home Phone Services, Inc.'s Response to First Data Requests of Commission Staff.

Please acknowledge receipt of this filing by placing your file-stamp on the extra copy and returning to me via our runner. Thank you.

Sincerely yours,

STOLL KEENON OGDEN, PLLC

Douglas F. Brent

DFB: jms  
Enclosures

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED  
SEP 30 2010  
PUBLIC SERVICE  
COMMISSION

IN THE MATTER OF

PETITION OF )  
ASSURANCE HOME PHONE SERVICES, INC. )  
FOR DESIGNATION AS AN ELIGIBLE ) CASE NO. 2010-00235  
TELECOMMUNICATIONS CARRIER )  
IN THE COMMONWEALTH OF KENTUCKY )

**RESPONSE OF ASSURANCE HOME PHONE SERVICES, INC.  
TO FIRST DATA REQUEST OF COMMISSION STAFF**

Assurance Home Phone Services, Inc. ("Assurance" ), by its counsel, files the following responses to Commission Staff's first set of data requests in the above-referenced matter.

Question 1 Is Kentucky the only state in which Assurance currently operates? If not, list the states.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance has CLEC approval in Kentucky and Florida, but does not currently have any customers in either.

Question 2 List all states in which Assurance has received Eligible Telecommunications Carrier ("ETC") status. Also list all pending ETC petitions, with docket numbers and the state in which the designation is requested.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance has not received ETC status in any state, nor does it have any ETC applications pending in any state other than Kentucky.

Question 3 Has Assurance filed for ETC status in any state and subsequently withdrawn the petition or been denied ETC status? If so, list the state, docket number, and Assurance's reason for seeking withdrawal of the petition for that state.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** No.

Question 4 How many Kentucky residential and business customers does Assurance presently serve? Provide the number of residential and business customers and state whether they are provided service through Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. § 251 commingled with 47 U.S.C. § 271 elements, resale, or wholesale local platform pursuant to a commercial agreement.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance does not currently service any customers in Kentucky.

Question 5 Does Assurance presently serve any Lifeline customers through resale in Kentucky?

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance does not presently serve any Lifeline customers through resale in Kentucky.

Question 6 If Assurance receives ETC designation in Kentucky, approximately how long will it take for Assurance to offer Lifeline service in the area in which it receives the ETC designation? Provide an explanation for any extenuating or special circumstances.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** If Assurance receives ETC designation in Kentucky, it will take approximately 60-90 days in order to finalize ordering processes with AT&T-KY.

Question 7 Do Assurance customers have access to competitive directory assistance providers, as defined as by 47 C.F.R. § 54.101(a)(8)? If not, explain why.  
**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance customers will have access to competitive directory assistance. This service is provided by dialing 1-800-FREE-E411.

Question 8 Assurance's tariff states that: "Customers will have access to local operator services within the limitation imposed by the presence of the underlying carrier's toll restriction and billed number screening services." Explain the purpose for this tariff policy.  
**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** This policy is intended to limit unauthorized charges to a subscriber's line, e.g., for operator assisted toll calls on a line where the subscriber does not wish to incur charges for direct dialed toll calls. Assurance will encourage all customers to use the 1-800-FREE411 anytime option. This will be advertised through customer service representatives and on customer bills.

Question 9 Does Assurance 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:** Gary Wayne Birch, President of Assurance.

**Response:** Yes, Assurance acknowledged this at Paragraph 20 of its Petition.

Question 10 Has Assurance 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:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance has never been audited by any other state utility commission regarding its use of universal service funds.

Question 11 Does Assurance have any outstanding complaints at any state commissions or at the Federal Communications Commission ("FCC")? Provide detailed documentation of any complaint filed with a state commission or at the FCC in the past three years.  
**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance does not have any outstanding complaints at any state commissions or at the Federal Communications Commission ("FCC").

Question 12 Provide a description of Assurance's corporate structure, with both names and titles. Also provide a list of Assurance's owners or corporate officers and indicate if any are also owners, corporate officers or employees of any other telecommunications companies.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** As stated in its Petition, Assurance is a Florida Corporation. No owners or corporate officers of Assurance are owners, corporate officers or employees of any other telecommunications companies.

Question 13. Provide an example of a typical Assurance residential and business customer bill. What is the average residential bill in Kentucky?

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Example of Customer's Bill. Exhibit A

**The average customer bill for a customer of residential service with Assurance will be \$38.50 plus taxes and surcharges. For this price the customer will be given Caller ID and Call Waiting for free. Lifeline Customers will be given a \$13.50 discount to make their bill \$25 plus taxes and surcharges. There will be a cheaper alternative for Basic Service with no features, and a more expensive package with 7 features.**

Question 14 Will Assurance seek toll limitation service reimbursement from Universal Service Administrative Company ("USAC) if granted ETC status? If yes, provide a detailed list of the incremental costs it will claim, along with a detailed description to support the amounts to be claimed.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance will seek toll limitation service reimbursement from Universal Service Administrative Company ("USAC") if granted ETC status. The incremental costs that will be claimed will be determined once a contract has been established with a Long Distance Provider.

Question 15 Will Assurance seek Link-Up reimbursement from USAC if granted ETC status? If yes, list the amount per customer Assurance would be claiming.  
**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response: Assurance will seek Link-Up reimbursement from USAC if granted ETC status. Assurance will claim up to \$30, or the highest amount allowable, per customer line connected on their platform.**

Question 16 Will Assurance seek Lifeline reimbursement from USAC if granted ETC status? If yes, list the amount per customer Assurance would be claiming.  
**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response: Assurance will seek Lifeline reimbursement from USAC if granted ETC status. Assurance will claim up to \$10 per customer, per month, or the highest amount allowable.**

Question 17 Will Assurance seek Lifeline reimbursement from the Kentucky Universal Service Fund if granted ETC status? If yes, list the amount per customer Assurance would be claiming.  
**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response: Assurance will seek the same reimbursement amount allowable for eligible Lifeline customers of other carriers providing Lifeline service, currently \$3.50 per customer, per month.**

Question 18 Are all Assurance's offerings bundled packages? Will Assurance provide the \$13.50 Lifeline discount to any bundle a customer chooses?  
**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response: Not all offerings of Assurance are bundled packages. However, Assurance will provide a \$13.50 Lifeline discount to any bundle or plan a customer chooses.**

Question 19 Does Assurance 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 phone number and name and title of employee responsible for maintaining those books/ledgers.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance does maintain separate books/general ledgers for each state in which it operates. These books are located at 2303 SE 17<sup>th</sup> Street Suite 102 Ocala FL 34471. The office phone number is (352) 433-2116. Sandra Thurgaland is the employee responsible for maintaining those books/ledgers.

Question 20 Provide the number of requests for service from potential customers in Kentucky that were unfulfilled by Assurance in the previous calendar year.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance was not providing service in Kentucky last year.

Question 21 Provide the address (URL) to the Assurance website, if there is one.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** [www.assurancehomephoneservices.com](http://www.assurancehomephoneservices.com)

Question 22 What recurring and nonrecurring costs will a new Lifeline customer incur from becoming an Assurance customer over the period of a year?

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** The customers recurring costs will be their monthly bill. It will be the intention of Assurance to sign a customer on for service with zero money down. The most popular plan will be the \$25 per month plan, making it \$275 per year plus taxes and surcharges.

Question 23 Provide any resale or commercial agreements you currently have in Kentucky with other telecommunications carriers and include signed evidence of the agreements, along with invoices detailing both UNE and resale charges.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Assurance's interconnection agreement with AT&T-KY is on file with the Commission and the Commission maintains a copy at: [http://162.114.3.165/PSCICA/0000/01086/01086-AI\\_042010.pdf](http://162.114.3.165/PSCICA/0000/01086/01086-AI_042010.pdf) The signature page for Assurance's LWC agreement with AT&T-KY attached as Exhibit B. It is Assurance's understanding that AT&T files these agreements with the Commission in Case No. 2004-00427.**

Question 24 Provide a description of the process by which Assurance orders a 47 U.S.C. § 251 loop and commingles it with 47 U.S.C. § 271 elements to provide service. Provide copies of orders or contracts that show the process.

**Responsible Parties:** Gary Wayne Birch, President of Assurance, and counsel.

**Response:** Whether through its current interconnection agreement on file at the Commission or any supplemental or successor agreement, Assurance intends to order Section 251 loops commingled with Section 271 elements as provided by federal law as explicated by the Commission. In its December 12, 2007 Order in Case No. 2004-00427,<sup>1</sup> the Commission conclusively determined that the so-called commercial agreements offered in Kentucky by AT&T-KY to CLECs (such as that offered to Assurance) provide access to "facilities," including network elements required by § 271(c)(2)(B), the competitive checklist requiring RBOCs to provide UNEs.<sup>2</sup> The Commission found that AT&T's commercial agreements fulfill AT&T-KY's Section 271 obligations to continue providing those network elements that are no longer required to be provided under Section 251. Loops, of course, continue to be required by Section 251; and, as the Commission's reasoning with regard to whether network elements are supplied pursuant to AT&T's commercial agreements applies to an ETC analysis just as surely as it applies to a Section 271 compliance analysis, it necessarily follows that Assurance's commercial agreement provides for Section 251 loops to be provided in combination with Section 271 switches. Accordingly, when it

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<sup>1</sup> *In the Matter of Petition of BellSouth Telecommunications, Inc. to Establish Generic Docket to consider Amendments to Interconnection agreements Resulting from Changes of Law* (Final Order dated Dec. 12, 2007).

<sup>2</sup> "There can be no mistake that 47 U.S.C. § 271(c)(1)(A) requires AT&T Kentucky to enter into "binding agreements that have been approved under Section 252 of this title . . . Moreover, pursuant to 47 U.S.C. § 271(c)(2)(A), these very agreements regarding access and interconnection must also include each element of the competitive checklist." Case No. 2004-00427, Order (December 12, 2007) at pp. 6-7. The Commission further determined that the rates for these *network elements* are to be market based. *Id.* at p. 11 (emphasis added).



**orders under the agreement, the Applicant uses UNEs in its network<sup>3</sup> and satisfies the requirement set forth in Section 214(e)(1)(A).**

Question 25 As a condition of receiving local service, are Assurance residential customers required to subscribe to Assurance long-distance services?

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response: Residential customers are not required to subscribe to any long distance service as a condition of receiving local service.**

Question 26 Describe Assurance's local usage plans pursuant to 47 C.F.R. § 54.101(a)(2). If phone service is offered in a bundled package, describe and enumerate the wireline local component (charge for local phone service) on which universal service compensation would be based.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response: Assurance's product offerings incorporate customer local usage into its basic price. Once ETC certified, Assurance will apply the Lifeline credits, reducing the monthly recurring price for Lifeline approved customers.**

Question 27 Does Assurance understand that any resold Lifeline or Link-Up service purchased through another carrier cannot be claimed by Assurance for reimbursement from USAC?

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response: Yes, Assurance understands that any resold Lifeline or Link-up service purchased through another carrier cannot be claimed by Assurance for reimbursement from USAC.**

Question 28 Provide the name of the person (with business title) and/or entity (with business address) that will be filing the Form 497 with USAC if Assurance obtains ETC status.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response: Caitlyn Murphy, CGM Inc. 678-389-6024  
email: [Caitlyn.Murphy@cgminc.com](mailto:Caitlyn.Murphy@cgminc.com)**

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<sup>3</sup> See *Qwest Corp. v. Pub. Util. Comm'n*, 479 F.3d 1184 (10<sup>th</sup> Cir. 2007) (agreements relating to mass market switching and shared transport are agreements for network elements, even if provided under Section 271).

Question 29 Does Assurance provide service to its customers via a prepaid service? If so, what percentage of its customers receive their service via a prepaid service?

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Yes. Assurance intends to market prepaid service exclusively, consistent with its business plan to meet the needs of under-served, credit challenged customers.**

Question 30 Provide Assurance's purpose for requesting ETC status in Kentucky. What does the company hope to achieve? Why not just purchase resale Lifeline access lines from your underlying carrier if the purpose of ETC designation is solely to provide Lifeline and Link-Up?

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance's purpose for requesting ETC status in Kentucky is to make more eligible consumers aware of the Lifeline and Link-Up programs, consistent with the objectives announced by Governor Beshear and Chairman Armstrong on September 13, 2010, when they issued a joint press release noting that "there are many eligible Kentuckians who do not participate in the program." That announcement, made during "Lifeline Awareness Week", underscores the FCC data cited by Assurance in its Petition.

Question 31 Have any owners, officers, or managers of Assurance 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:** Gary Wayne Birch, President of Assurance.

**Response:** No owners, officers, or managers of Assurance have been involved in any bankruptcy proceedings.

Question 32 Have any owners, officers, or managers of Assurance been charged or convicted of a felony criminal offense 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 and the name of the state or the federal court district where the charges or convictions occurred.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** No owners, officers, or managers of Assurance have been convicted of a felony criminal offense during the last 10 years (either state or federal).

Question 33 Identify any civil litigation in which a Assurance owner, officer, or manager has been deposed or has been a plaintiff, a defendant, or a witness within the last 10 years.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** No owners, officers, or managers of Assurance have been involved in any civil litigation in which they have been deposed or has been a plaintiff, a defendant, or a witness in the last 10 years.

Question 34 Are customers who reconnect service with the company required to pay the past-due bill and a reconnection fee prior to receiving service? Are Lifeline customers allowed to pay past-due amounts over time? If so, describe the terms of such payments. Are Lifeline customers charged a reconnection fee?

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Past due bills are inconsistent with prepaid service. However, if there is incidental usage outside the scope of the agreement (i.e. unauthorized, unpaid charges), the customer would be required to pay the charges before reconnection. Customers who reconnect service, including Lifeline customers, will be charged for a reconnection fee prior to receiving service. Lifeline customers will not be allowed to make payment arrangements for past due amounts.

Question 35 Does Assurance use agents or other retailers to market and sell its service in Kentucky? Provide a list.

**Response:** Assurance will use Telecom Service Bureau, Inc. to market and sell its service in Kentucky.

Question 36 Describe the process that Assurance intends to use to sign up customers for Lifeline. Will Assurance verify the customer's eligibility in the designated programs?

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance will use a direct mail campaign along with television ads, newspaper ads, radio spots, and bus signs to get word to the consumer that Lifeline is being offered by Assurance. As a customer calls in for service, Lifeline will be explained in detail. Customer eligibility will be verified in accordance with legal requirements, including any imposed directly on customers seeking Lifeline benefits.

Question 37 Will Assurance be willing to advertise Lifeline and Link-Up availability in other languages besides English? If yes, name the other languages.  
**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance will be advertising Lifeline and Linkup availability in Spanish as well as English.

Question 38 Does Assurance have any telecommunications facilities used to provide local exchange service? If so, give a description and location.  
**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance does not currently have any telecommunications facilities used to provide local exchange service. For its ETC status, Assurance meets any "facilities" requirement through access to UNEs.

Question 39 Will Assurance use any subcontractors (operations, call centers, etc.) to provide the required services? If so, provide the name of each company and physical address.  
**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance will use Telecom Service Bureau, Inc at 2303 SE 17<sup>th</sup> Street Suite 102 Ocala, FL 34471 as a call center, operations, marketing, and accounting subcontractor.

Question 40 On page 7 of the application, Assurance states that "[the FCC has concluded that even pure resellers may qualify as an ETC and properly use universal service support for the purposes for which it was intended by offering reduced price Lifeline Service." Why did Assurance include this comment in its application? Does Assurance propose not to meet the facilities-based requirements under 47 U.S.C. § 214(e)(1)(a)?  
**Responsible Parties:** Gary Wayne Birch, President of Assurance, and counsel.

**Response:** Assurance intends to meet the requirements under 47 U.S.C. § 214(e)(1)(a). The referenced statement was included in the application to underscore the FCC's policy determination that a "facilities" requirement is largely irrelevant when a carrier is not seeking high cost funding and seeks only to participate in a federal program where support follows the customer, preventing any possibility of double recovery. . See *Federal-State Joint Board on Universal Service, Petition of Tracfone Wireless, Inc.*, 20 FCC Rcd 15095 (2005). If Assurance has the right of access to network elements

and meets the “facilities” requirement through that right of access, its actual method of providing service should be of no concern to the Commission, unless there is a request for high cost support, the type of support that is *meant* to help pay for “facilities.” The focus in a Lifeline/Linkup support application should be on giving the qualifying customer a choice in using the funds allocated to him or her.

- Question 41 On page 9 of the application, Assurance states that, as of December 31, 2006, fewer than 20 percent of consumers eligible for Lifeline services in Kentucky were being provided such services. Does Assurance have any more recent statistics? If yes, provide the name of the source of those statistics and the date of the publication of those statistics.  
**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** According to the 2009 estimates issued by USAC on March 8, 2010, fewer than 20 percent of consumers eligible for Lifeline services in Kentucky were being provided such services. The statistics may be viewed on USAC’s website: <http://www.usac.org/li/about/participation-rate-information.aspx>. Assurance agrees with Governor Beshear and Chairman Armstrong, who recently decried the lack of participation by eligible Kentuckians, and believes that the designation of additional ETCs such as Assurance’s will increase Kentuckians’ awareness of the program through additional advertising.

- Question 42 On page 10 of the application, Assurance states that it is willing to accept Carrier of Last Resort obligations throughout the universal service areas in which Assurance is designated an ETC by the Commission. Provide details of how Assurance would accomplish Carrier of Last Resort obligations.  
**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** In the unlikely event that AT&T no longer provides service in the designated service area, Assurance would certainly enter into an agreement with the carrier that purchases AT&T’s assets, or with the competitive carrier that caused AT&T to abandon its service territory, and provide service as necessary to all customers who request it.

Question 43 On page 10 of the application, Assurance states that it will provide equal access to interexchange service. Does Assurance offer pre-subscription to other interexchange carriers?

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** No. The statement was intended to assert the Company's willingness to comply with the FCC requirement outlined in 47 C.F.R. § 54.202(a)(5), and is better stated as follows: "Assurance is willing to provide equal access to long distance carriers in the event that no other ETC is providing equal access within the service area."

Question 44 Assurance is currently registered as a long-distance carrier in Kentucky. Does Assurance intend to provide long-distance service and does Assurance intend to file a tariff?

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** For local customers, Assurance includes 60 minutes of long distance usage generally available using "1+ 800" access and a PIN. Access to "1+10 digit" dialing is available for these prepaid local service customers upon payment of a deposit. Otherwise, that form of access is not permitted. Assurance does not currently intend to file a tariff for interexchange service, which is nonbasic service.

Question 45 Assurance's tariff states: "The Company's service cannot be used to access interexchange carriers for interLATA, intraLATA, interstate, or international calling or access caller-paid information services (e.g., 900, 976). All 1+, 0+, 0-, and other numbers used for caller-paid services will be blocked by the Company through the underlying carrier's switch." On page 6 of the application, Assurance states that it provides long-distance service to its customers. Explain the discrepancy.

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Respectfully, the Application does not state that Assurance provides long distance service. Rather, at page 6, it states "Applicant provides long distance access to its customers." Applicant permits customers to arrange long distance service through an IXC.

Question 46 Does Assurance understand that Kentucky allows consumers to qualify for Lifeline only under certain income guidelines?

**Responsible Party:** Gary Wayne Birch, President of Assurance.

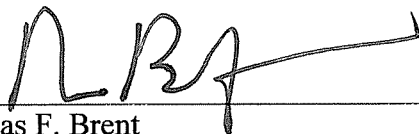
**Response:** Yes, Assurance does understand that Kentucky allows consumers to qualify for Lifeline only under certain income guidelines.

Question 47 Kentucky currently requires that all ETCs perform an audit of all its customers receiving Lifeline benefits. Each customer must provide proof of eligibility. Does Assurance agree to audit all Lifeline customers each year rather than conduct a yearly audit of only a sample of customers?

**Responsible Party:** Gary Wayne Birch, President of Assurance.

**Response:** Assurance will agree to audit its own Lifeline customers in compliance with any Commission regulation applicable to and applied equally to all ETCs, including incumbent providers. Assurance acknowledges that its own compliance is subject to audit by the Commission itself.

Dated: September 30, 2010

By   
Douglas F. Brent  
STOLL KEENON OGDEN PLLC  
2000 PNC Plaza  
500 West Jefferson Street  
Louisville, Kentucky 40202  
(502) 333-6000

Lance J. M. Steinhart  
Lance J. M. Steinhart, P.C.  
1720 Windward Concourse, Suite 115  
Alpharetta, GA 30005





**Exhibit A**

**Example of Customer's Bill**



XXXXXXXXXX  
XXXXXXXXXX

Check here to change address and make changes in the space available below.

Robert Hines  
c/o Current Resident  
308 Pepper St  
Lot 18  
Franklin KY 42134-1947

02121173-0025827  
04903-1-02

Account No.	Invoice No.	Invoice Date	Due Date
24426	108250	08/25/10	09/24/10

**Total Amount Due 81.66**  
Balance Fwd/Past Due DUE IMMEDIATELY 38.33  
Total Current Invoices 43.33

Past Due amount of 38.33 must be paid immediately to avoid disconnection.

Amount Paid
-------------

Assurance Home Phone Services  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

**Important Suspension and Disconnection Information**  
If your Past Due amount is not paid immediately, service is subject to disconnection and will require a \$65 fee to reactivate service.

Can't pay now? Call us today to create a payment plan.

**Payment Options**



**Check or Money Order by mail**  
Please include your phone # on money orders. Include a driver's license ID # and date of birth on all checks. Make payments out to Assurance Home Phone.



**Credit/Debit/Prepaid cards by phone**  
Call 1-866-500-9976 to pay by phone and we'll confirm receipt immediately; there is a \$3.95 fee for phone payments using Customer Service (payments made online and using our IVR system are FREE). Payments may also be made with a prepaid VISA or MasterCard which are reloadable at any Wal-Mart location.

**Get \$20 OFF Your Phone Bill For Every Referral!**

Have your friend or family member call us at the number below to sign up for phone service. Be sure they mention your name and phone number when they call. When they pay for their second month of service, you will receive a \$20 credit on your next phone bill!

To start receiving your \$20 credits, have your friends and family call us at: **1-866-500-9976**

02121173-0025827 04903-1-02

**Invoice**

**IMPORTANT: YOU HAVE A PAST DUE BALANCE**  
Past due charges of 38.33 must be paid immediately.

Account No.: 24426	Summary
Customer Name	Robert Hines
Invoice Date	08/25/10
Invoice No.	108250
Due Date	09/24/10
Previous Balance	38.33
Payments & Adjustments	0.00
<b>Balance Fwd/Past Due</b>	<b>38.33</b>
Current Activity Charges	30.00
Total Taxes & Fees	13.33
<b>Total Current Invoice</b>	<b>43.33</b>
<b>Total Amount Due</b>	<b>81.66</b>

Recurring Charges: (270) 586-9098

Description	Amount
Customer Service Charge	38.33
Unlimited 30 minutes (N/W/ETC)	0.00
Caller ID services	0.00
Call Waiting With Call Waiting ID	0.00
Mobile Discount (Food Stamps)	-13.33
<b>Total Recurring Charges</b>	<b>25.00</b>

**One Time Charges:**

Billed Number	Description	Period	Amount
(270) 586-9098	Extension Fee		5.00
	<b>One Time Charges</b>		<b>5.00</b>

**Regulatory Taxes and Surcharges:**

Description	Amount
E 911	2.00
FCC Authorized Line Charge	0.00
P.L.C. Fee	0.07
Sales Tax	2.12
Statutory Gross Receipts	0.00
TDSP Surcharge	0.00
Telecommunications Relay Service Surcharge	0.00
Universal Lifeline Telephone Service Charge	0.00
Day/kt Tax	1.35
<b>Total Regulatory Taxes and Surcharges</b>	<b>13.33</b>
<b>Total for Invoice 108250</b>	<b>43.33</b>

➔ **TOTAL DUE: 81.66**



**Exhibit B**

**AT&T LWC Agreement**

Alberta Jones  
Manager - Interconnection Agreements

Four AT&T Plaza  
311 S. Akard, 8<sup>th</sup> Floor  
Dallas, TX 75202-5306



July 26, 2010

Gary Wayne Birch  
President  
Assurance Home Phone Services, Inc.  
3023 SE 13<sup>th</sup> St.  
Ocala, FL 34471

Dear Mr. Birch:

Enclosed is your fully executed signature page for the Local Wholesale Complete Commercial Agreement between AT&T ILECs ("AT&T") and Assurance Home Phone.

If you have questions regarding the enclosed signature pages, please contact Terri Douglas on 205-321-7785.

Sincerely,

*Alberta Jones*  
Manager - Interconnection Agreements  
Enclosures

## Nondisclosure Exchange Agreement

This Nondisclosure Agreement (herein the "Agreement") is dated and effective as of May 21, 2010 ("Effective Date"), between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee (collectively, "AT&T-22STATE") and Assurance Home Phone Services, Inc. on behalf of itself, its parents, and their Affiliates, a Florida corporation located at 3023 Southeast 13th Street, Ocala, Florida 34471 ("Company"). The terms "Recipient" and "Discloser" refer to either AT&T-22STATE or Company, as the case maybe.

### RECITALS

- A. The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating a potential business relationship in connection with discussions concerning an agreement under which AT&T-22STATE will make available to Company on a commercial basis services and products (the "Negotiations").
- B. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by the Discloser (collectively, "Information"). Information provided by one party to the other before execution of this Agreement and in connection with the Negotiations is also subject to the terms of this Agreement. "Affiliates" means any company or other entity, now or in the future, directly or indirectly, in whole or in part controlled by, controlling or under common control with, a party hereto.

IN CONSIDERATION of the mutual premises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.

The Negotiations do not constitute any waiver of, or otherwise affect, AT&T's right to refuse to negotiate or arbitrate under Sections 251/252 of the Act, per *Coserv LLC v. Southwestern Bell Tel. Co.*, 350 F.3d 482 (5th Cir. 2003). Each Party confirms that in the event it seeks to commence separate negotiations pursuant to Sections 251 and 252 of the Act, it will send to the other Party

(in the case of AT&T, to the appropriate AT&T ILEC(s)) a written request as contemplated by Section 252(a)(1) that specifically states that Party is requesting negotiations under the Act. Each Party confirms that it will not assert in a regulatory proceeding, lawsuit or elsewhere that any action taken with respect to the Negotiations has started the clock for any interconnection or other agreement negotiation, arbitration or approval process set forth in the Act or any state law counterpart. The Parties each further agree that they are entering into the Negotiations, and are making these representations, freely and voluntarily for the purpose of negotiating over a commercial business agreement(s) outside the scope of Sections 251 and 252 or any state law counterpart, and each Party further acknowledges that nothing herein or as to these Negotiations affects either Party's ability to initiate negotiations under Sections 251 and 252, as may be permitted by the Act and/or the interconnection agreements between AT&T ILECs and Carrier (or any of its subsidiaries and affiliates), including without limitation under "change of law"/"intervening law"/"successor rate" or similarly purposed provisions. This Agreement does not affect in any way any notices previously given by either Party to engage in Section 251/252 negotiations (subject to and without affecting this Paragraph), or any notices previously given (or that may be given) invoking "change of law"/"intervening law"/"successor rate" or similarly purposed provisions contained in the interconnection agreements between the AT&T ILECs and any Carrier entity. A Party shall not take any position that is inconsistent with this Agreement and the nature of the Negotiations (as described in herein, including this Paragraph) before any regulatory body or court.

2. Recipient agrees to use Information solely in connection with the Negotiations and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the Negotiations; (b) have been advised of the confidential and proprietary nature of such Information; and (c) have personally agreed with Recipient in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. AT&T-22STATE may provide Company's Information to AT&T-22STATE's Affiliates, consultants, contractors and agents, subject to (a) through (c) above.

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3. All information that is provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such disclosure.
4. Discloser's Information does not include:
- any information publicly disclosed by Discloser;
  - any information Discloser in writing authorizes Recipient to disclose without restriction;
  - any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential;
  - any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or
  - any information Recipient independently develops without use of or reference to Discloser's Information.
5. If Recipient is required to provide information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all information disclosed in response to a written court order, subpoena, regulation or process of law.
6. Recipient may make tangible or electronic copies, notes, summaries or extracts of information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original.
7. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such information has been returned or destroyed.
8. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of information to Recipient. Nothing in this Agreement shall prevent ~~AT&T-22STATE~~ from issuing a press release in the event that Company and ~~AT&T-22STATE~~ reach a definitive agreement regarding the Negotiations.
9. Without limiting the generality of the foregoing provisions concerning confidentiality, the parties acknowledge and agree that the information disclosed by ~~AT&T-22STATE~~ does or may include customer proprietary network information ("CPNI") subject to the requirements of Section 222 of the 1996 Telecommunications Act and rules promulgated pursuant to that section. Company shall not use any such CPNI for any reason other than in connection with the Negotiations. Company shall not allow the use of, access to or disclosure of such CPNI to any other party, including affiliates of Company unless required to make such disclosure under force of law. Company shall take all necessary steps to maintain the confidentiality of such CPNI while in Company's possession.
10. The term of this Agreement and the parties' obligations hereunder commences on the Effective Date and extend with regard to all information until two (2) years after the date of final disclosure of information hereunder. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any information that is a trade secret under applicable law.
11. This Agreement is not a commitment by either party to enter into any transaction or business relationship, nor is it an inducement for either party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both parties.
12. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
13. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.
14. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
15. This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.
16. This Agreement is governed by the laws of the State of Texas. The Parties submit to personal jurisdiction in Dallas, Texas and waive all objections to such venue.
17. This Agreement is the entire agreement between the parties hereunder and may not be modified or amended except by a written instrument signed by both parties. Each party has read this Agreement, understands it and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express

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or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile

or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Agreement.

ASSURANCE HOME PHONE SERVICES, INC.

AT&T-23STATE

By *Gary Wayne Birch*

By \_\_\_\_\_

Print Name: *Gary Wayne Birch*

Print Name: Eddia A. Reed, Jr.

Title: *President*

Title: Director-Interconnection Agreements

Address: *3023 S.E. 13th Street*

Address: 311 S. Akard, Room 940

*Ocala, FL 34421*

Dallas, Texas 75202

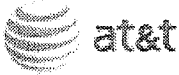
Date: *05/24/2010*

Date: May 21, 2010



Alberta Jones  
Manager - Interconnection Agreements

Four AT&T Plaza  
311 S Akard, 9<sup>th</sup> Floor  
Dallas, TX 75202-6399



July 9, 2010

Gary Wayne Birch  
President  
Assurance Home Phone Services, Inc.  
3023 SE 13<sup>th</sup> St.  
Ocala, FL 34471

Dear Mr. Birch:

Enclosed is the proposed Commercial Local Wholesale Complete Agreement ("Commercial Agreement") between our companies for your review and signature. Please execute and date two (2) original signature pages which are attached and return the executed/dated signature pages to the following address within ten (10) days for execution by the AT&T ILECs ("AT&T"):

Contract Processing  
4 AT&T Plaza  
311 South Akard, 9<sup>th</sup> Floor  
Dallas, TX 75202

Please note that in light of the significant regulatory, legislative and legal changes impacting the telecommunications industry on a regular basis, the enclosed Commercial Agreement may be withdrawn or changed at any time by AT&T prior to its effective date, and will be considered automatically withdrawn by ten (10) days from the date of this letter if your company has not returned signed and dated signature pages as provided above by that date. If, after that time, your company still wishes to negotiate/enter into a Commercial Agreement with AT&T, it must submit a new request to AT&T for consideration.

Please retain the paper copy of the Agreement for your records. Additional paper copies will not be sent. After AT&T executes, a fully executed signature page will be returned for your records and AT&T will forward the fully executed Commercial Agreement to its D.C. office for filing with the FCC as provided for in such Commercial Agreement. The Commercial Agreement shall become effective between our Companies ten (10) business days following execution by the Parties.

If you have questions regarding the enclosed, please contact Terri Douglas on 265 321-7785.

Sincerely,

*Alberta Jones*

Manager - Interconnection Agreements

Enclosures

Alberta Jones  
Manager – Interconnection Agreements

Four AT&T Plaza  
311 S. Akard, 9<sup>th</sup> Floor  
Dallas, TX 75202-5398



July 20, 2010

Gary Wayne Birch  
President  
Assurance Home Phone Services, Inc.  
3023 SE 13<sup>th</sup> St.  
Ocala, FL 34471

Dear Mr. Birch:

Enclosed is your fully executed signature page for the Local Wholesale Complete Commercial Agreement between AT&T ILECs ("AT&T") and Assurance Home Phone.

If you have questions regarding the enclosed signature pages, please contact Terri Douglas on 205-321-7785.

Sincerely,

*Alberta Jones*  
Manager – Interconnection Agreements  
Enclosures

Assurance Home Phone Services, Inc.

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

Signature: *Gary Wayne Beck*

Name: Gary Wayne Beck  
(Print or Type)

Title: President  
(Print or Type)

Date: 07/12/10

Signature: *Eddie A. Reed, Jr.*

Name: Eddie A. Reed, Jr.

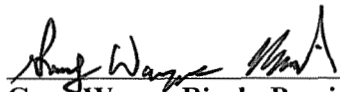
Title: Director - Interconnection Agreements

Date: 7-14-10


VERIFICATION

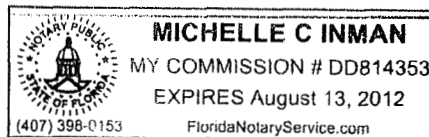
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MARION )

The undersigned, Gary Wayne Birch, being duly sworn, deposes and says that he is the President for ASSURANCE HOME PHONE SERVICES, INC., and that he has personal knowledge of the matters set forth in the responses for which he is identified as the witness, and the answers contained therein are true and correct to the best of his information, knowledge and belief.

  
\_\_\_\_\_  
Gary Wayne Birch, President

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 29<sup>th</sup> day of September, 2010.

  
\_\_\_\_\_  
Notary Public



My Commission Expires:  
8/13/12