

GVNW CONSULTING, INC.

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June 1, 2017

Ms. Amy L. Green Secretary to the Commission Kansas Corporation Commission 1500 SW Arrowhead Road Topeka, KS 66604-4027

RE: Docket No. 17-TAGC-029-KSF

In the Matter of the Audit of TAG Mobile, LLC by the Kanas Universal Service Fund (KUSF) Administrator Pursuant to K.S.A 2015 Supp. 66-2010(b) for KUSF Operating Year 19, Fiscal Year March 2015-February 2016

Dear Ms. Green:

In its August 2, 2016 order the Kansas Corporation Commission (KCC) directed GVNW to perform a KUSF carrier audit of TAG Mobile, LLC (TAG or Company) to ensure that the data submitted to the KUSF via the KUSF CRWs, the assessments paid, and the calculation and application of the flow-through surcharge billed to and collected from TAG's customers, if applicable, are appropriate and accurate.

The KCC directed GVNW to file two versions of the audit report with the KCC; one version containing confidential information and one version with the confidential data redacted for public disclosure. TAG's audit does not require a separate confidential report; therefore, only the enclosed public audit report for TAG is being filed.

Copies of the supporting documentation, including GVNW's audit work papers and information provided by the company, are not included with the audit report, but are available from GVNW upon request.

Sincerely,

David Winter Senior Consultant

cc w/encl: Sandy Reams

DW/dc - Encl.

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of June 2017, the above Kansas Universal Service Fund Audit Report was e-filed with the Kansas Corporation Commission and a copy was sent via electronic mail and/or U.S. Mail to:

Kansas Corporation Commission 1500 S.W. Arrowhead Road Topeka, KS 66604

Otto Newton, Litigation Counsel Otto Newton 1500 SW Arrowhead Road Topeka, KS 66604

Email: o.newton@kcc.ks.gov

Jose Rocha, Compliance and Network Operations Director TAG Mobile, LLC 1330 Capital Pkwy Carrollton, TX 75006

Email: jose.rocha@tagmobile.com

David G. Winter

KANSAS UNIVERSAL SERVICE FUND AUDIT REPORT

Docket No: 17-TAGC-029-KSF

TAG Mobile, LLC

Prepared For: Kansas Corporation Commission

Kansas Universal Service Fund

Prepared By: David Winter

GVNW Consulting, Inc.

Audit Period: March 1, 2015 through February 28, 2016

Kansas Operating Year 19 (Operating Year 19)

Company Representatives: Mary Calderon¹

Nicholas Metherd Queena Zhang Jose Rocha

Date of On-Site Visit: January 10 - 12, 2017

Date Submitted to Company: May 15, 2017

Audit Summary

Based on the Kansas Universal Service Fund (KUSF) Carrier Review Procedures for Operating Year 19,² GVNW Consulting, Inc. (GVNW) identified four (4) KUSF reporting issues regarding TAG Mobile, LLC (TAG or Company), with a net impact of an additional \$149,898.84 due to the KUSF:

- Finding No. 1: TAG overstated the number of lines eligible for the Kansas Lifeline Service Program (KLSP) for January 2016; thereby over-accruing \$3,721.83 in KLSP credits;
- Finding No. 2: TAG did not report its KLSP lines in service as of the last day of the month; instead, it reported partial month lines, including pro-rated connects, disconnects, and reconnects that occurred during the month, resulting in the Company over-collecting \$22,652.50 of KLSP credits. TAG repaid these credits to the KUSF;
- Finding No. 3: TAG requested \$146,177.01 in KLSP credits for lines to which it did not directly provide service using either its own facilities or a combination of its own facilities and resale of another carrier's services (including the services offered

¹ Mary Calderon, Queena Zhang and Nicholas Metherd are no longer employees of TAG.

² Docket No. 15-GIMT-073-GIT (Docket 15-073), July 14, 2016, Order Accepting GVNW's KUSF Year 19 Audit Selections, Proposed Revisions to Selection Criteria and Audit Review Procedures (July 2016 Order).

by another eligible telecommunications carrier).³ Of this amount, TAG received \$97,925.31 in KLSP credits, with the remaining \$48,251.70 of KLSP credits being accrued by the KUSF Administrator; and

 Finding No. 4: TAG has not retained or adequately maintained its accounting and billing records for three (3) years from the end of the KUSF fiscal year, in paper and/or digital format, to support the information reported to the KUSF, the Lifeline plans offered to Kansas subscribers, or the billing and account information available to Kansas subscribers.⁴

GVNW recommends that the Kansas Corporation Commission (KCC or Commission) issue an Order to: (1) adopt the audit findings of this Audit Report; (2) direct TAG to submit Audit True-ups for the period of March 2015 through January 2016 to reflect the audit findings in this Audit Report and pay \$97,925.31 to the KUSF within 60 days of an Order; (3) direct GVNW administrative personnel to reduce the accrued KLSP credits by \$51,973.53 for the months of December 2015 and January 2016; (4) direct that TAG be subject to an Operating Year 21 KUSF audit; (5) require TAG to submit a copy of its written internal processes and procedures, accompanied by an affidavit executed by an officer of the Company, within a specified period of time; and (6) direct GVNW to submit a Compliance Report to the Commission upon completion of the ordered actions.

TAG has provided conflicting information to GVNW regarding its offerings and pricing to Kansas Lifeline subscribers. This issue is outside the scope of GVNW's audit and GVNW recommends Commission Staff address this issue in Docket No. 16-TAGC-323-SHO (Docket 16-323). GVNW's Audit Report and findings are based on the KUSF Audit Procedures⁵ and do not address Staff's recommendations that the Commission: (1) revoke TAG's eligible telecommunications carrier (ETC) designations; (2) require the Company to refund all KLSP support TAG has received; and (3) assess a penalty against TAG for non-compliance of Commission orders.

As discussed herein, the Commission may wish to assess penalties, in accordance with K.S.A. 66-138, related to the Company's non-compliance with Commission orders.

³ Section 214(e)(1) of the federal act as referenced by K.S.A. 66-2008(b)(1), Docket No. 12-TAGC-843-ETC (Docket 12-843) Nov. 15, 2012 Order Granting TAG's ETC Designation, and Docket No. 17-TFWZ-237-ETC (Docket 17-237), May 11, 2017 Order Dismissing TracFone's ETC Application.

⁴ Docket No. 05-GIMT-1039-GIT (Docket 05-1039), May 19, 2005 Order Opening Docket and Establishing New Lifeline Service Program Eligibility Requirements and Guidelines Effective June 22, 2005 (June 2005 Order); 47 C.F.R. 54.417; and Docket No. 14-GIMT-105-GIT (Docket 14-105), October 20, 2015 Order Determining KUSF Contribution Methodology (October 20, 2015 Order).

⁵ Docket 15-073, July 14, 2016 Order.

Current KUSF Obligations

TAG is not current with its KUSF obligations.⁶ The Company has a \$3.85 30-day past due balance comprised of delinquent balance penalties.

TAG Response to Current KUSF Obligations

TAG agrees to pay promptly. (Attachment N, pg. 2 of 3)

Background

TAG, headquartered in Carrollton, Texas, is a provider of prepaid Commercial Mobile Radio Service (CMRS) to low-income Lifeline subscribers. The Company is required to report its revenues and pay the related assessments to the KUSF on a monthly basis. TAG is authorized to collect an amount equal to or less than its assessment from customers, but has elected not to collect the KUSF assessment from its customers. The Company is an ETC for federal and state low-income Lifeline support purposes and is eligible for KLSP credits from the KUSF. As an ETC, TAG is required to offer and advertise Lifeline services to its customers, which it does. GVNW advises the Commission that TAG bundles assessable and non-assessable services and reports revenues to the KUSF based on the total bundled service price and reports gross endusers revenues to the KUSF.

On August 2, 2016, the KCC or Commission issued Order No. 1 in Docket No. 17-TAGC-029-KSF directing GVNW to conduct an audit of TAG for KUSF purposes.

On January 14, 2016, the Commission issued an Order to open Docket 16-323 to address Staff's Report and Recommendation that the Commission require TAG to show cause¹³ why it should not be subject to sanctions and fines and its ETC designation cancelled, suspended and/or revoked.

⁶ Confirmed on May 12, 2017, with the KUSF Administrator.

⁷ Docket No. 06-GIMT-332-GIT (Docket 06-332), January 23, 2006, Order Setting the Kansas Universal Service Fund Assessment Rate For Year Ten and Establishing Reporting Requirements.

⁸ K.S.A. 66-2008.

⁹ Docket No. 12-TAGC-843-ETC (Docket 12-843), November 15, 2012, Order on ETC Application.

¹⁰ Docket No. 94-GIMT-478-GIT (Docket 94-478), December 27, 1996, Order; 47 C.F.R. 214(e)(1).

¹¹ TAG response to Data Request (DR) No. 3.C.

¹² TAG response to DR No. 3.G.

¹³ Docket 16-323, January 16, 2016, Order to Show Cause (Show Cause Order).

Audit Findings

GVNW conducted the audit of TAG in accordance with the KUSF Carrier Review Procedures adopted by the KCC.¹⁴ Based on these procedures, GVNW identified the following audit findings and recommendations:

Audit Finding No. 1

Standard: During the audit period, an ETC was to report the number of qualifying Lifeline lines in service on the last day of each month.¹⁵

Finding: TAG requested KLSP credits for 3,781 lines for the month of January 2016 instead of 3,302 lines based on supporting documentation,¹⁶ thereby requesting \$3,721.83 more in KLSP credits. The Company committed that a "...revised KUSF Worksheet will be filed by January 27, 2017, revising the number to the original 3,302..." however, TAG has not filed the revision.¹⁸ Based on this finding, GVNW expanded its audit work, but did not note any additional exceptions.

TAG Response to Audit Finding No. 1

TAG agrees with the finding and will file the Revised Worksheet showing 3,303 (sic) lines. (Attachment N, pg. 1 of 3)

Recommendations: The Commission should direct TAG to file an Audit True-up for January 2016 to reflect the 3,302 lines. GVNW advises that since the Commission suspended TAG's receipts of KLSP credits, effective December 2015, the KLSP credits have been accrued, but not paid, to TAG; meaning there is no immediate monetary effect on the KUSF.¹⁹ Once the Audit True-up is processed, the accrued KLSP credits for TAG will be reduced \$3,721.83.

Audit Finding No. 2

Standard: During the audit period, carriers were required to report the number of facilities-based lines eligible to receive KLSP credits in service on the last day of the month reported.²⁰ Carriers are not to include pro-rated connects, disconnects, or reconnects that occurred during the month.

¹⁴ Docket 15-073, July 14, 2016, Order.

¹⁵ http://www.gvnw.com/Portals/0/kusf/instructions/2016/Instructions.pdf. Effective March 2009, the KLSP credit is \$7.77 per month per eligible line

¹⁶ TAG response to DR No. 21 (Attachment A).

¹⁷ Ibid.

¹⁸ Confirmed with the KUSF Administrator on May 12, 2017.

¹⁹ Docket 16-323, March 3, 2016 Order Granting Reconsideration.

²⁰ Docket No. 16-GIMT-575-GIT (Docket 16-575), October 18, 2016 Order: The Commission revised the snapshot date from the last day of the month to the first day of the month, effective December 2016.

Finding: TAG reported Lifeline lines for KLSP credits based on the Company's monthly FCC Form 497²¹ submission,²² which includes subscribers who had partial month service, including "subscribers that may have been disconnected throughout the month."²³ This resulted in TAG over-reporting the number of lines eligible for KLSP credits for December 2012 through August 2015. KCC Staff and the KUSF Administrator discovered this reporting error²⁴ and, on November 22, 2015, TAG remitted \$22,652.50 to the KUSF for the overpayment of KLSP credits.

TAG Response to Audit Finding No. 2

TAG agrees with the finding. TAG previously acknowledged the error and repaid the over-collected amount on November 22, 2015. (Attachment N, pg. 1 of 3)

Recommendation: TAG corrected this error; therefore, no further action on the part of the Company is required.

Audit Finding No. 3

Standard: An ETC eligible for KLSP credits is required to offer the supported services using either its own facilities or a combination of its own facilities and resale of another carrier's services (including the services offered by another ETC).²⁵

Finding: For March 2015 through January 2016, TAG did not provide Lifeline services via its own facilities²⁶ in compliance with the Commission's Order in Docket 12-843.

On October 20, 2014, TAG entered into an Independent Sales Organization Agreement (ISO Agreement) with Selectel, Inc. (Selectel)²⁷ to provide specific voice, text and data services.²⁸ In November 2015, TAG partnered with Selectel in a Joint Venture Agreement²⁹ that replaced the ISO Agreement.³⁰ The primary difference between the two agreements was the "shared cost of providing service to the subscriber."³¹ As a result of the two agreements, TAG reported "all connections to the KUSF, including Selectel's,

²¹ Lifeline service providers use the FCC Form 497 to request reimbursement for participating in the federal Low-Income Program.

²² TAG Response to DR No. 15 (Attachment B).

²³ *Ibid.*

²⁴ TAG Response to DR No. 30 (Attachment C), confirmed by KCC Staff.

²⁵ Section 214(e)(1) of the federal act as referenced by K.S.A. 66-2008(b)(1) and Docket 17-237, Order Dismissing TracFone Application.

²⁶ Docket 16-323, January 17, 2017, Response of TAG Mobile, LLC to Staff's Motion for Summary Judgement, ¶34, Footnote 8.

²⁷ Selectel, Inc. is a Nevada Corporation and provides Mobile Virtual Network Operator services.

²⁸ TAG response to DR No. 31 (Attachment D); ISO Agreement dated October 20, 2014, pg. A-3.

²⁹ *Ibid.* and TAG Response to DR No. 19 (Attachment E). TAG states the Joint Venture Agreement between TAG and Selectel was effective October 15, 2015, pg. 7 of 9.

³⁰ Attachment D.

³¹ *Ibid.*

for <u>all</u> months,"³² and over-reported the number of Kansas Lifeline subscribers served. TAG represents that Selectel "is no longer associated with TAG in any manner"³³ and "as of January 2016 all Selectel subscribers were migrated to TAG and no longer serviced by Selectel."³⁴

Based on both agreements, for the period March 2015 through January 2016,³⁵ the Company erroneously reported 18,813³⁶ lines to the KLSP that TAG did not serve and over-collected \$97,925.31 in KLSP credits for the months of March 2015 through November 2015. Effective December 2015, TAG's KLSP credits have been accrued.³⁷ As a result of the Company's inclusion of Selectel's lines, the KUSF administrator has accrued \$48,251.70 of KLSP credits that TAG did not qualify to receive.

TAG Response to Audit Finding No. 3

TAG concurs in part and disagrees in part with the finding. TAG has acknowledged that from April, 2015 to January, 2016, the Selectel traffic was not routed through TAG's switch. However, TAG did, and still does, maintain its "own facilities" for other Kansas traffic. (Attachment N, pg. 1 of 3)

Recommendation: The Commission should direct TAG to submit Audit True-ups for the period of March 2015 through January 2016 to correct this audit deficiency and repay \$97,925.31 of KLSP credits to the KUSF within 60 days of the issuance of an Order. Once the Audit True-ups are processed, the accrued KLSP credits for TAG will be reduced \$48,251.70 by GVNW administrative personnel to reflect the correction for December 2015 and January 2016. After GVNW reviews the Company's Audit True-ups and confirms payment and the adjustment to correct the KLSP accrual for the months of December 2015 and January 2016, GVNW will submit a Compliance Report.

³² Attachment D. GVNW is aware the Commission will address the contradiction between TAG's statements that the Agreement with Selectel ended in January 2016, the Company's response to DR 31 (Attachment D) stating it reported all lines from both Agreements for KLSP purposes, and TAG's response to Staff DR No. 13 showing TAG reported Selectel's lines through July 2016, attached to Staff's Summary Judgement Motion to Revoke TAG's ETC designation; Return KLSP Funds; and Assess Penalties in Docket 16-323 through testimony and hearings. GVNW did not perform any audit function to verify when TAG and Selectel ended their Lifeline-related relationship.

³³ Attachment E. GVNW did not perform any audit function to verify when TAG and Selectel ended their Lifeline-related relationship.

³⁴ Attachment D.

³⁵ Per Docket 16-323, January 17, 2017, Response of TAG Mobile, LLC to Staff's Motion for Summary Judgment, pg. 9, ¶34, TAG stated that "...from April of 2015, when Selectel began enrolling Kansas subscribers. Per TAG Mobile's response to DR No. 19, Attachment E, pg. 9, TAG first reported Selectel Lifeline subscribers in March of 2015.

³⁶ Attachment E, pg. 9 of 9.

³⁷ Docket 16-323, March 3, 2016, Order on Reconsideration.

TAG Response to Recommendation

- 1. TAG should submit audit True-ups for March 2015 through January 2016: Agreed. (Attachment N, pg. 1 of 3)
- 2. Repay \$97,925.31: Agreed, subject to verification of the exact amount due. (Attachment N, pg. 1 of 3)
- 3. Reduce accrued KLSP credits by \$48,251.70: Agreed, subject to verification of the exact amount due. (Attachment N, pg. 1 of 3)
- 4. GVNW will review the December 2015 and January 2016 True-ups, KLSP accrual adjustment, and issue a compliance report when corrected: Agreed. (Attachment N, pg. 1 of 3)

Audit Finding No. 4

Standard: ETCs must maintain records and documentation to support compliance with all Federal and State Lifeline requirements for the three (3) full preceding calendar years and, for KUSF purposes, retain and maintain supporting records for three (3) years from the end of the KUSF fiscal year, in paper and/or digital format, including but not limited to, accounting and billing records relied on and necessary to complete KUSF Carrier Remittance Worksheets (CRW) and records pertaining to KUSF assessments billed to and collected from customers.³⁸

Finding: TAG did not retain and/or adequately maintain accounting and billing records to support its revenues, lines qualifying for KLSP credits, or provide accurate data to its subscribers. TAG could not provide KLSP subscriber bills or screen images for May and August 2015,³⁹ citing a change in its Operations Support Systems (OSS) and Business Support System (BSS) platform⁴⁰ implemented between September 2015 and March 2016.⁴¹

Due to the lack of supporting documentation for the May and August 2015 months, GVNW expanded the audit to include November and December 2015. TAG again stated it did not have customer bill or screen images available for the requested test months.⁴² For

³⁸ Docket 05-1039, June 2005 Order; 47 C.F.R. 54.417; Docket 14-105, October 20, 2015 Order.

³⁹ The test months of Operating Year 19 were May and August 2015 and January 2016.

⁴⁰ The OSS includes the methods or procedures that directly support the automated systems, order processing, line assignment, billing etc. The BSS includes the components used to run its business operations towards customers. Together with the OSS, they support various end-to-end telecommunication services (e.g., telephone services).

⁴¹ TAG Response to DR No. 23 (Attachment F).

⁴² TAG Response to DR No. 33 (Attachment G).

January 2016,⁴³ TAG provided material conflicting screen images for the same subscribers that reflected the following:

Current Plan: Kansas 500 voice and unlimited international messaging⁴⁴

Plan Price: \$12.75 KS Federal Lifeline Discount: \$ 9.25 KS Company Contribution: \$ 3.50

GVNW noted the \$12.75 plan price was \$4.27 less than the total \$17.02 in federal and state Lifeline credits TAG received per subscriber and the billing screen images did not show the \$7.77 per KLSP subscriber credit.

GVNW issued a follow up DR, DR No. 9, on November 2, 2016,⁴⁵ requesting confirmation and clarification of previously provided information, including the Kansas Lifeline plan price, confirmation of the 500 voice minutes and unlimited international messaging plan offering as filed with the Commission in December 2015,⁴⁶ and pass-through of the KLSP credit, and subscriber documentation.

On December 19, 2016, TAG provided its response, stating the January 2016 Lifeline subscriber screen images were incorrect for the following reasons: 1) the customer system (VCare)⁴⁷ was incorrect as subscribers actually received 600 voice minutes; and 2) the plan filed with the Commission on December 14, 2015, incorrectly reflected 500 voice minutes instead of 600 voice minutes. Additionally, TAG reported a \$20 monthly service charge for KUSF purposes, but did not confirm this was the retail rate for its 500 anytime minutes and unlimited texting plan. TAG, however, asserted the "KLSP discount of \$7.77 was passed on to subscribers in its entirety as Kansas subscribers have always received more voice minutes than other states without a State USF."

GVNW conducted an on-site visit at TAG's offices from January 10 through 12, 2017. On-site discussions included questions about the January 2016 subscriber screen images and TAG's response to DR No. 9. Since GVNW's Audit Report would include TAG's response to DR No. 9, and the data provided on-site clarified the Company's original response to DR 9, on January 13, 2017, GVNW re-issued DR No. 9.

On January 26, 2017, TAG provided a significantly revised response to DR No. 9.⁴⁹ TAG stated: 1) the 500 minute plan and unlimited text plan depicted per the original January 2016 screen images was incorrect; 2) the correct price plan was \$20, but the plan included

⁴⁸ TAG response to DR No. 9(c)(1) (Attachment I).

⁴³ TAG Response to DR No. 5-3 (Attachment H). "Unfortunately a new Summary Rate Plan was not filed to reflect this change from what was in the original application." NOTE: TAG's response inadvertently renumbered the DR sub-sections. GVNW's citation refers to the second number 3 response per DR No. 5. ⁴⁴ Attachment H, pgs. 3–7.

⁴⁵ TAG Response to DR No. 9 (November 2, 2016) (Attachment I).

⁴⁶ Docket 12-843, TAG Lifeline Plan, pgs. 9-10.

⁴⁷ TAG's current OSS/BSS platform.

⁴⁹ TAG Response to DR No. 9 (January 13, 2017) (Attachment J).

600 minutes, not 500, and global texting; and 3) the \$7.77 KLSP discount was passed through in its entirety to the consumer.⁵⁰ The Company also provided revised screen images for the same Lifeline subscribers,⁵¹ with the revised January 2016 screen images reflecting the following:

Current Plan: Lifeline KS 600

Price: \$20.00 KS Federal Lifeline Discount: \$9.25 KS Credit: \$7.77 KS TAG Contribution: \$2.98

TAG states it modified its billing system, including customer account information, as reflected on the revised screen images, to reflect the correct KLSP plan information. These practices are concerning for the following reasons: (1) TAG modified its billing system in January through mid-February 2017 for prior periods;⁵² (2) the January 2016 screen images originally provided to GVNW on December 9, 2016, contain the plan and billing information available to TAG's customers and customer service representatives;⁵³ and (3) TAG provided incorrect data not only to customers, but also the Commission, as a result of outdated systems.⁵⁴

Based on TAG's new assertions, GVNW again expanded the audit to include February and July 2016 and requested 10 additional Lifeline subscriber screen images for each month. ⁵⁵ The Lifeline subscriber screen images for the February and July 2016 test months show the following:

Current Plan: 500 Kansas voice and unlimited international messaging

Requested Plan: Lifeline KS 600 (Application next cycle)

Price: \$20.00 KS Federal Lifeline Discount: \$ 9.25 KS Credit: \$ 7.77 KS TAG Contribution: \$ 2.98

Throughout the audit, TAG has provided inconsistent and contradictory customer information to GVNW:

- The plan price was changed from \$12.75 to \$20.00;
- The initial bill images did not reflect the \$7.77 KLSP credit; however, the Company modified its systems to reflect the \$7.77 credit;

⁵¹ *Ibid*.

⁵⁰ Ibid.

⁵² TAG Response to DR No. 32 (Attachment K)

⁵³ Ibid.

⁵⁴ Ibid.

⁵⁵ TAG response to DR No. 27 (Attachment L)

- Original screen images did not contain a TAG contribution amount, however, the modified screen images do; and
- The number of minutes and messaging service provided to subscribers varied on the screen images, as follows:
 - For May and August 2015, TAG claimed its Kansas Lifeline plan included 500 voice minutes and 500 text messages;⁵⁶
 - TAG's December 2015 revised Lifeline plan filing with the Commission indicates its base plan included 500 MOU and unlimited texting, effective January 2016; however, the Company's response to DR No. 9 states the plan filed was incorrect;
 - TAG's response to DR No. 9,⁵⁷ dated December 19, 2016, claims that KLSP subscribers were offered 600 voice minutes and global messaging, effective January 2016; and
 - TAG's response to DR No. 47⁵⁸ represents the Company implemented the 600 voice minutes of use and global texting plan for its Kansas subscribers in June 2016. However, the February and July 2016 screen images do not support this assertion.

Based on the data provided, it is GVNW's opinion the January 2016 customer screen images, provided in response to DR No. 5-3, reflect the charges, services and credits offered by TAG to its Kansas Lifeline subscribers as this information was available to the Company's Lifeline subscribers when they assessed their account via the internet and by "TAG's customer service representative" for subscriber contact/questions. GVNW does not consider the January 2016 subscriber screen images, modified in January 2017, to reflect TAG's representations during the on-site visit as reliable audit evidence. TAG has not retained the necessary customer records or accurate supporting documentation as directed by the Commission to allow GVNW to fulfill its KUSF audit responsibilities.

TAG Response to Audit Finding No. 4

TAG concurs in part and disagrees in part with the finding. TAG acknowledges that its prior record-keeping was inadequate to provide some of the information requested. Those deficiencies have been addressed and TAG will provide a full report of its policies and procedures to the Commission to demonstrate that the accounting and billing records comply with all requirements. TAG takes exception to the auditor's finding

⁵⁶ Attachment H.

⁵⁷ Attachment J.

⁵⁸ TAG Response to DR No. 47 (Attachment M)

⁵⁹ Attachment K.

that TAG provided contradictory information and unreliable evidence, with the possible inference that same was intentional. To the contrary, TAG has provided all information as it has been discovered in the company's records by present management. There was no intent to provide contradictory information. TAG disagrees with the recommendation that the Commission consider the imposition of a penalty for non-compliance. (Attachment N, pgs. 1-2 of 3)

Recommendation: TAG should be directed to submit an affidavit, executed by an officer of the Company, verifying when the Company began offering the 600 minutes and global messaging to Kansas subscribers. The Commission should also direct TAG to reduce to writing its internal processes and procedures regarding updating its accounting and billing systems to ensure they are accurate, maintained and retained for a minimum of three (3) years after the close of a KUSF Year. Such processes and procedures should address ensuring Kansas subscribers' billing account data is correct at all times. The Commission should direct TAG to submit a copy of its written internal processes and procedures, accompanied by an affidavit executed by an officer of the Company, within a specified period of time and direct that TAG be subject to a follow-up audit. GVNW also recommends that TAG be subject to an Operating Year 21 (March 2017 – February 2018) KUSF audit. The Commission may wish to consider implementation of a penalty, consistent with K.S.A. 66-138, for non-compliance with Commission orders.

The contradictory information provided by TAG regarding its Lifeline plan pricing and offerings is outside the scope of GVNW's audit. GVNW recommends that the Commission Staff address this issue, as appropriate, in Docket 16-323.

TAG Response to Recommendation

- 1. Submit an affidavit verifying when TAG began offering the 600 minutes and global messaging to Kansas subscribers: Agreed. (Attachment N, pg. 2 of 3)
- 2. Reduce to writing its internal process and procedures regarding updating its accounting and billing systems and provide a copy to the Commission: Agreed. (Attachment N, pg. 2 of 3)
- 3. Follow up audit for Operating year 21 (March 2017 February 2018). Agreed. (Attachment N, pg. 2 of 3)
- 4. Commission should consider implementation of a penalty for non-compliance: Disagree. (Attachment N, pg. 2 of 3)

Attachment A
Docket No. 17-TAGC-029-KSF
Page 1 of 1

Submitted By:

Request No. 21

David Winter

Submitted To:

Mary Calderon

Company Name:

TAG Mobile

Docket Number:

17-TAGC-029-KSF

Request Date:

January 13, 2017

Date Information Needed: January 23, 2017

RE: January 2016 CRW Lifeline Customers

Please Provide the Following Information:

Confirm that TAG Mobile is unable to provide additional Lifeline customer records for January 2016 that would substantiate the increase in number of Lifeline subscribers originally reported to the KUSF from 3,302 to a 3,781.

TAG's RESPONSE: TAG Mobile is unable to provide the January 2016 records that would substantiate the increase in lifeline subscribers to 3781 because the Revision increasing the lines to 3781 was made in error. The Revision should not have been filed. This was due to an internal miscommunication made by an ex-employee to our accountant. A revised KUSF Worksheet will be filed by January 27, 2017 revising the number to the original 3302 of which customer records have been provided.

NOTE: If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Data Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to GVNW's auditor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Data Request.

Signed:	Mary	Caldum	
Date: <u>1/2</u>	U		

Attachment B

Docket No. 17-TAGC-029-KSF

Page 1 of 2

Submitted By:

Request No. 15

David Winter

Submitted To:

Mary Calderon

Company Name:

TAG Mobile

Docket Number:

17-TAGC-029-KSF

Request Date:

January 13, 2017

Date Information Needed: January 23, 2017

RE: USAC Form 497

Please Provide the Following Information:

a) Please outline TAG Mobile's monthly Form 497 Lifeline reporting procedures and contrast the aforementioned procedures with the monthly number of Lifeline subscribers reported to the KUSF.

TAG's RESPONSE: The monthly FCC Form 497 includes subscribers that have been validated thoroughly and deemed eligible for disbursement. KUSF reporting consists of 497 subscribers that are only active at the end of the month. In contrast, the FCC Form 497 includes subscribers that may have been disconnected throughout the month.

b) For the test months of May and August 2015 and January 2016 provide the difference in the number of Lifeline customers reported to USAC via the Form 497 versus the number of Lifeline customers reported to the KUSF.

TAG's RESPONSE.

19030		
FCC 497	KUSF	Difference
1292	1263	29
3233	3189	44
3830	3302	528
	FCC 497 1292 3233	FCC 497 KUSF 1292 1263 3233 3189

Attachment B Docket No. 17-TAGC-029-KSF Page 2 of 2

Request No. 15

NOTE: If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons. Verification of Response

I have read the foregoing Data Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to GVNW's auditor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Data Request.

Signed:	: Jose Rocha	
	0	
Date: _	01/26/2017	

Attachment C Docket No. 17-TAGC-029-KSF

Page 1 of 1

Submitted By:

Request No. 30

David Winter

Submitted To:

Mary Calderon

Company Name:

TAG Mobile

Docket Number:

17-TAGC-029-KSF

Request Date:

February 21, 2017

Date Information Needed: March 3, 2017

RE: KLSP Qualifying Lines

Please provide the following information:

Explain why TAG Mobile had to revise the number of Lifeline qualifying lines a. reported to the KUSF for the period December 2012 through November 2015 that resulted in a payment to the KUSF in the amount of \$22,652.50.

TAG's RESPONSE: TAG was using the wrong methodology to capture the data used for the KUSF Worksheets submitted to GVNW. TAG was reporting the lines using partial month adds/disconnects rather than EOM line counts.

b. State the date and explain how the error was discovered.

> TAG's RESPONSE: On or about 10/1/2015, the KCC Staff had questions regarding discrepancies found when reviewing what TAG reported to GVNW; the lines reported to the KCC via quarterly reports; and the number of lines reported for Form 497 purposes. This led to the discovery that TAG was using the wrong methodology to report lifeline counts on the monthly GVNW worksheet.

NOTE: If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Data Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to GVNW's auditor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Data Request.

Signed:	May	Caldum	
Date:	3/10/2017		

Attachment D

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Page 1 of 24

Submitted By:

Request No. 31

David Winter

Submitted To:

Mary Calderon

Company Name:

TAG Mobile

Docket Number:

17-TAGC-029-KSF

Request Date:

February 21, 2017

Date Information Needed: March 3, 2017

RE: Selectel ISO & Join Venture Agreements

Please provide the following information:

a. Provide a copy of the ISO agreement between Selectel and TAG Mobile. **TAG's RESPONSE:** See attached.

b. Please provide a description of the services provided to TAG Mobile by Selectel per the ISO agreement.

TAG's RESPONSE: Marketing, Sales, Handsets and Voice, Text and Data services.

- C. Why did TAG Mobile enter into the Joint Venture Agreement dated October 15, 2015 with Selectel? TAG's RESPONSE: To test the waters for a possible partnership or purchase. Did the Joint Venture Agreement terminate the ISO agreement with Selectel or did it expand Selectel's services to TAG Mobile? TAG's RESPONSE: The Joint Venture Agreement replaced the ISO Agreement. Highlight the differences between the ISO and the Joint Venture Agreement. TAG's RESPONSE: The main difference was the shared cost of providing the service to the subscriber.
- Did TAG Mobile report Kansas Lifeline connections provided through the Selectel/TAG Mobile ISO and/or Joint Venture Agreements to the KUSF? TAG's RESPONSE: Yes If yes, Identify the months the Company reported Selectel Kansas Lifeline connections to the KUSF and the number of lines reported. TAG's RESPONSE: TAG reported all connections to the KUSF including Selectel's for all months. However as of end of month January 2016 the lines were migrated onto TAG's platform and Selectel was no longer providing the handsets, voice, text and data services for these subscribers.
- e. Specify the date when, if ever, TAG terminated all agreement(s) with SelecTel and the circumstances leading to such termination.

Request No. 31

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TAG's RESPONSE: The KCC Staff contacted TAG on January 4, 2016 advising TAG that Staff had filed a recommendation with the Commission to commence a show cause proceeding against TAG Mobile due to concerns regarding TAG's ETC obligations and contractual relationship with Selectel. As a result, TAG cancelled the Joint Venture Agreement with Selectel on January 12, 2016.

f. Did TAG report any Selectel Lifeline connections to the KUSF after all agreements with Selectel were terminated? If yes, please explain why. TAG's RESPONSE: Yes, because the Joint Venture was cancelled and TAG resumed all responsibilities for providing Handsets, Voice, Text and Data services to Kansas subscribers. If TAG continues to have any agreement or contract with Selectel, please provide a copy of that agreement. TAG's RESPONSE: TAG does not have any agreement or relationship with Selectel.

NOTE: If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Data Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to GVNW's auditor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Data Request.

Signed: <u>Mav</u>	& Caldum	
Date: 3/10/2017		



INDEPENDENT SALES ORGANIZATION AGREEMENT

THIS INDEPENDENT SALES ORGANIZATION AGREEMENT (this "Agreement") is
entered into as of this 20 day of 0c+, 20 ("Effective Date"), by and between TAG
Mobile, LLC, a Delaware limited liability company, with its principal place of business
located at 1330 Capital Parkway, Carrollton, TX ,75006 ("TAG") and
delected Inc , a Novada Corp,
with its principal place of business located at 1840 E Military Ave
Frement NE 680 16" ISO"). TAG and ISO are each a "Party" and are collectively the
"Parties."
WHEREAS, TAG provides wireless telephone services and other related services ("TAG $\underline{\text{Services}}$ "); and
WHEREAS, the Parties desire to establish a relationship under which ISO will market and sell certain services directly to End Users (as defined below); and
WHEREAS, the Parties wish to designate the following items as applying to this Agreement (each such item is defined below and, if checked, are included as stated in those provisions referring to this designation):
Lifeline Service
Consignment Terms
NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which both Parties acknowledge, the Parties, intending to be legally bound, agree as follows:
ARTICLE I DEFINITIONS
The following terms have the meanings set forth below:
(a) "Affiliate" means, with respect to any entity, an entity that controls, is controlled by, or is under common control with said entity, whether directly or indirectly.
(b) "Agreement Services" means the services and terms set forth on Exhibit A, plus the services and terms set forth on the following Exhibits if so designated in the recitals to this Agreement:
(i) If Lifeline Service is designated, Exhibit A-1;
(ii) If Consignment Terms are designated, Exhibit A-2.

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- (c) "<u>Consignment Terms</u>" means those services and terms set forth in the Exhibit included by designation of Consignment Terms as indicated under the definition of Agreement Services.
 - (d) "End Users" means an end user of any TAG wireless telephone services.
- (e) "Intellectual Property" means all intellectual property, regardless of form, including without limitation, all patents, copyrights, trademarks, service marks, trade names, trade dress, brands, logos, proprietary rights, trade secrets or other intellectual property.
- (f) "<u>Lifeline Service</u>" means those services and terms set forth in the Exhibit included by designation of Lifeline Service as indicated under the definition of Agreement Services.
- (g) "Representative" means a Party's or a Party's Affiliates' directors, officers, employees, members, managers, agents, attorneys, accountants, auditors, advisors and other representatives.

ARTICLE II AGREEMENT SERVICES

Section 2.1 Agreement Services.

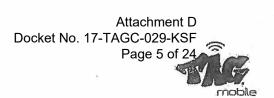
- (a) ISO agrees to provide Agreement Services, subject to the terms of this Agreement, including the terms of any applicable Exhibit, each of which is incorporated into this Agreement by reference.
- (b) Any failure by ISO to comply with any terms set forth on the Exhibits defining Agreement Services constitutes a material breach of this Agreement.
- (c) ISO will not subcontract the provision of Agreement Services without TAG's express written consent.
- (d) Notwithstanding anything in this Agreement to the contrary, TAG may immediately suspend the provision of any or all of the Agreement Services without penalty if the continued provision of the Agreement Services would impede the provision of telecommunication services to TAG customers.
- (e) The Parties may modify the items designated in the recitals to this Agreement by written consent.

Section 2.2 Pricing.

In connection with its provision of the Agreement Services, the Parties agree to pay fees and other amounts at the rates set forth on <u>Exhibit B</u> or at such other rates as the Parties may agree in writing from time to time.

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Section 2.3 Invoicing and Payment Terms

- (a) All undisputed amounts payable by either Party under this Agreement will be paid within thirty (30) days after receipt of an invoice from the other Party.
- (b) The Parties will cooperate in good faith to resolve any disputes over amounts owed within sixty (60) days following the disputing Party giving the other Party written notice of the disputed amounts. If the parties are unable to resolve the dispute within said period of time, the Parties may pursue any rights or remedies available to them under this Agreement.
- (c) All payments made by either Party to the other Party under this Agreement are made free and clear of, and without reduction for, any taxes; provided, however, that if required by applicable law or authorities, either may reduce payment owed under this Agreement by the amount of tax, duties, or fees for which the other Party is responsible hereunder, and pay such tax, duties, or fees to the appropriate authorities.
- (d) TAG may offset any amounts payable to ISO by any amounts owed by ISO to TAG.

Section 2.4 Books and Records; Audit Rights.

- (a) ISO agrees to keep accurate books of account and records covering all payments owed in relation to this Agreement at its principal place of business for as long as this Agreement is in force and for a period of three (3) years thereafter.
- (b) TAG may, at its sole discretion, use its own audit personnel or retain an independent certified public accounting firm to audit the ISO's books of account and records to confirm amounts owed under this Agreement; provided, however that any such audit may only be conducted during normal business hours, be limited to the accounts and records of contracted services, and in a manner designed not to interfere with the ISO's ordinary business operations.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.1 ISO Representations and Warranties.

ISO represents and warrants to TAG that (i) it is duly organized and existing under the laws of its state of incorporation or organization, (ii) it is in good standing to conduct its business activities as presently being conducted and as contemplated by this Agreement, (iii) it has the full power and authority to enter into this Agreement and the execution of this Agreement and performance of its obligations under this Agreement do not and will not violate any other agreement to which it is a party, (iv) this Agreement constitutes a legal, valid, and binding obligation of it when executed and delivered, (v) the provision of the Agreement Services and any other activities it undertakes in connection with this Agreement will be performed in compliance in all material respects with all applicable laws, rules, and regulations (including but not limited to the Federal Communications Commission's Customer Proprietary Network Information rules implementing 47 U.S.C. § 222 and all applicable data privacy and data security laws, rules, regulations, and industry guidelines), and (vi) ISO's provision of Agreement

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Services are and will remain free of any known computer viruses, Trojan horses, trap doors, worms, or other malicious, hidden computer programming routines that would cause damage to data, storage media, or equipment of TAG or TAG' customers. ISO will procure any necessary permits or certificates for the provision of Agreement Services at its sole cost and expense.

Section 3.2 <u>TAG Representations and Warranties.</u>

TAG represents and warrants to ISO that (i) it is duly organized and existing under the laws of its state of incorporation or organization, (ii) it is in good standing to conduct its business activities as presently being conducted and as contemplated by this Agreement, (iii) it has the full power and authority to enter into this Agreement and the execution of this Agreement and performance of its obligations under this Agreement do not and will not violate any other agreement to which it is a party, (iv) this Agreement constitutes a legal, valid, and binding obligation of it when executed and delivered, and (v) any activities it undertakes in connection with this Agreement will be performed in compliance in all material respects with all applicable laws, rules, and regulations.

ARTICLE IV INDEMNITY: LIMITATION OF LIABILITY

Section 4.1 Indemnity.

- (a) Each Party will, at its sole cost and expense (including payment of reasonable attorneys' fees), indemnify, compensate, defend and hold harmless the other Party and the other Party's respective Affiliates, members, directors, officers, managers, shareholders, employees, representatives, agents, dealers, attorneys, successors and assigns (collectively, the "Indemnified Parties") from and against any and all notices, charges, claims, demands, liabilities, damages, proceedings, obligations, judgment, actions, causes of action, suits, complaints, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs and fees, including costs of appeal) (collectively, "Losses") to the extent such Losses arise out of or relate to said Party's (i) own gross negligence or willful misconduct or (ii) the alleged or actual breach of its representations, warranties or covenants contained herein.
- (b) The Party seeking compensation under this Section must: (i) promptly notify the other Party in writing of the claim, except that any delay in providing this notice promptly only relieves the other Party of its responsibility pursuant to this Section to the extent its defense is materially prejudiced by the delay; (ii) grant the other Party sole control of the defense and/or settlement of the claim (provided, however, that such other Party may not admit fault on the part of the Party seeking compensation or otherwise prejudice such Party without such Party's consent); and (iii) provide the other Party, at the other Party's sole cost and expense, with all assistance, information and authority reasonably required for the defense and/or settlement of the claim, but in a manner consistent with each Party's respective confidentiality obligations and preservation of attorney/client, work product, and other privileges.

Section 4.2 Limitation of Liability.

EXCEPT WITH RESPECT TO LIABILITIES ARISING OUT OF A PARTY'S INDEMNIFICATION OBLIGATIONS OR A PARTY'S BREACH OF CONFIDENTIALITY

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OR NONDISCLOSURE REQUIREMENTS SET FORTH IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST BUSINESS, REVENUE, OR ANTICIPATED PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE APPLICABLE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Section 4.3 Disclaimer of Additional Warranties.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE.

ARTICLE Y TERM AND TERMINATION

Section 5.1 Term.

This Agreement is effective as of the Effective Date and will continue in full force and effect for a term of one (1) year thereafter, and will automatically renew on a month-to-month basis unless either Party provides the other with a written notice of non-renewal at least thirty (30) days before the expiration date of the current initial or successive term.

Section 5.2 <u>Termination</u>.

Notwithstanding Section 5.1, this Agreement may be terminated on the following conditions:

- (a) Either Party may terminate this Agreement without penalty effective immediately, if the other Party is in material breach of any obligation, representation, or warranty hereunder and fails to cure such material breach (if capable of cure) within fifteen (15) days after receiving written notice of the material breach from the non-breaching Party stating its intent to terminate.
- (b) Either Party may terminate this Agreement without penalty effective immediately upon written notice at any time if: (i) the other Party files a petition for bankruptcy U.S. Bankruptcy Code or is adjudicated as bankrupt under the U.S. Bankruptcy Code; (ii) a petition in bankruptcy under the U.S. Bankruptcy Code is filed against the other Party and such petition is not removed or resolved within thirty (30) calendar days; (iii) the other Party makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to bankruptcy law; (iv) the other Party discontinues all or substantially all of its business operations; (v) a receiver is appointed over all or substantially all of the other Party's assets or business; or (vi) the other Party is dissolved or liquidated.

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- (c) Either Party may terminate this Agreement immediately upon written notice after the other Party, or any Affiliate of such other Party, commences a lawsuit or similar action against the terminating Party or any Affiliate of the terminating Party.
- (d) TAG may terminate this Agreement immediately, without any cure period, if, in TAG's sole and absolute determination:
 - (i) ISO commits any act of fraud, dishonesty, bad faith, gross negligence or willful misconduct in the performance of its duties under this Agreement;
 - (ii) ISO violates any law or performs any act that injures, or may reasonably tend to injure, TAG's reputation or good will;
 - (iii) ISO is involved in unethical business practices;
 - (iv) ISO employs a sales agent that commits any action described in subsections (i) through (iii) above while acting as an agent for ISO and/or TAG;
 - (v) ISO fails to terminate any sales agent immediately upon TAG's request; or
 - (vi) ISO or any sales agent persistently and continually fail to perform their respective duties in the manner and to the extent required under this Agreement or otherwise meeting reasonable workmanlike and professional standards.
- (e) TAG may terminate this Agreement without penalty after giving thirty (30) days written notice of its intent to terminate to ISO.

Section 5.3 Effect of Termination

- (a) Upon termination, ISO shall immediately cease to represent TAG in any manner, and shall return to TAG any and all equipment, handsets and/or customer or other proprietary information it has in its possession.
- (b) Any commissions and other payments claimed as obligations after the termination date are void, and any unpaid commissions or other payments owed as of the termination date will be paid within sixty (60) days of the termination date.

Section 5.4 Survival.

Articles IV, VI, VII and VIII and Sections 2.4 and 5.3 will each survive termination of this Agreement. Article VI will remain in effect for one (1) year and Article VII will remain in effect for three (3) years after such termination.

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ARTICLE VI NON-COMPETITION AND NON-SOLICITATION

Section 6.1 Non-Competition -

During the term of this Agreement, ISO may not market, license, represent, advertise, distribute, or otherwise sell any services or products in any territory that are the same or similar to the TAG Services without prior written consent from TAG, such consent not to be unreasonably withheld.

Section 6.2 Non-Solicitation

- (a) ISO agrees not to solicit any TAG customers for the sale, distribution, marketing, licensing, or advertising of any product or service that is the same as the TAG Services that is offered by anyone other than TAG.
- (b) Neither party may solicit, offer, engage, employ, or hire any present or former agent or employee of the other party, who works or has worked within the twelve (12) month period preceding the date of such activity on a project covered by this Agreement, or in any way encourage any such person to leave the other party, to work for the soliciting, offering or encouraging party.
- (c) Each Party acknowledges and agrees that the time periods and scope of the restrictions set forth in this Section are reasonable and compensation for said restrictions has been legally adequate.

ARTICLE VII CONFIDENTIALITY

Section 7.1 Confidential Information Defined.

- (a) "Confidential Information" means, without limitation, any confidential and/or proprietary information of a Party, including but not limited to, identities of investors, lenders, and other financing sources, business plans, policies and practices, corporate books and records, personnel information, data, information concerning customers, suppliers, licensors, licensees, joint ventures, licensors, licensees, distributors and other persons and entities with whom the Party does business, all individually identifiable and aggregate 'customer proprietary network information' (as such term is now or may later be defined by state or federal law or regulation), know-how, Intellectual Property, documents, processes, drawings, computer programs, equipment materials, designs, techniques or processes, formulae, plans, techniques, procedures, methods, devices, improvements, inventions, marketing plans, strategies, forecasts, databases, patterns, compilations, and/or methods, owned by, developed by, known by, or assigned or otherwise conveyed to the Party.
- (b) Any written confidential and/or proprietary information that is disclosed to the other Party will be deemed Confidential Information hereunder unless it is specifically marked or designated in writing as "Not Confidential" by the disclosing Party.

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- (c) Any such confidential and/or proprietary information that is orally disclosed to the other Party will constitute Confidential Information hereunder, unless otherwise stated or designated by the disclosing Party in writing.
- (d) "Confidential Information" also includes the terms and conditions of this Agreement, the fact that the Confidential Information has been made available, the existence of discussions concerning a possible transaction or relationship involving the Parties or any of the terms, conditions, or other facts with respect to any such possible transaction, including, without limitation, the status of said transaction.
- (e) Notwithstanding the foregoing, Confidential Information does not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the receiving Party; (ii) is in the receiving Party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, on or before the time of disclosure under this Agreement; (iii) is disclosed to the receiving Party by a third party having no obligation of confidentiality with respect thereto; or (iv) is released from confidential treatment by written consent of the disclosing Party.

Section 7.2 Confidentiality Obligations.

- (a) Each Party will hold all Confidential Information received in the strictest confidence and will not disclose any of the Confidential Information to any third party without the Company's written consent, except as otherwise permitted in this Article; provided, however, that a Party may disclose Confidential information to its Affiliates and Representatives who, in the receiving Party's sole discretion, needs to know the Confidential Information and is informed by the Receiving Party of the confidential nature of the Confidential Information.
- (b) Each disclosing Party's Confidential Information will remain its exclusive property.
- (c) Each Party agrees to use the Confidential Information only for the purposes described in the recitals to this Agreement or for any other purpose expressly agreed to in writing by the disclosing Party.
- (d) Each Party will treat Confidential Information received under this Agreement with a degree of confidence and security no less than it treats its own Confidential Information.
- (e) A receiving Party will return or destroy all copies of Confidential Information upon (i) the termination of this Agreement or (ii) the earlier written request of the disclosing Party.
- (f) Each Party agrees that it will be responsible for any unauthorized disclosure of Confidential Information by any person receiving Confidential Information from said Party as though said Party was directly responsible for such unauthorized disclosure.
- (g) A receiving Party will notify the disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by the receiving Party or its Affiliates or Representatives, and will reasonably

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cooperate with disclosing Party to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

Section 7.3 Legal Exception to Confidentiality Obligations.

Notwithstanding the provisions of this Section, if a Party receiving Confidential Information is required to disclose any Confidential Information under any applicable law, rule or regulation or a subpoena, court order, regulatory proceeding or similar judicial process, said Party will promptly notify the disclosing Party in writing of any such requirement so that the disclosing Party can seek an appropriate protective order or other appropriate remedy. The receiving Party will cooperate with the disclosing Party to obtain such a protective order or other remedy. If such order or other remedy is not obtained, the receiving Party will (i) disclose only that portion of the Confidential Information that it is legally required to disclose and (ii) if possible, obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

Section 7.4 Equitable Remedies.

Each Party acknowledges that a breach or threatened breach of this Article would cause the disclosing Party irreparable damage and injury that would not be compensable by monetary damages alone and, accordingly, such disclosing Party, in addition to all other available legal or equitable remedies, is entitled to injunctive relief against such breach or threatened breach by the receiving Party, without the requirement of posting a bond or other security.

ARTICLE VIII ADDITIONAL TERMS.

Section 8.1 <u>Dispute Resolution</u>. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or a breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through negotiation within a period of thirty (30) days, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. In any event, the parties shall exhaust all non-litigious dispute resolution options, including arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, wherein judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, prior to resorting to litigation.

Section 8.2 <u>Notices.</u> All notices under the terms of this Agreement must be given in writing and (i) delivered personally with written receipt, (ii) delivered by facsimile transmission with answer back confirmation, (iii) mailed (postage prepaid by certified or registered mail, return receipt requested), (iv) delivered by reputable overnight courier, or (v) delivered by electronic communication, each at the following addresses, facsimile numbers, or electronic mail addresses:

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If to TAG:

1330 Capital Parkway, Carrollton, TX 75006 Fax: (972) 337-1674

Email: legal@tagmobile.com Attention: Legal Department If to ISO:

Scledel Inc

1840 E Military Ave Frewort NE Fax: 417-721-8845 68025

Email: matta selectelwireless.com

Attention: Met o'Claherty

All notices will be presumed to have been received when hand delivered, five (5) business days after mailing of the notice by registered mail, upon delivery of an electronic mail message, or upon receipt of a successful facsimile transmission delivery receipt.

Section 8.3 No Acquisition of Intellectual Property Rights.

No Party acquires any Intellectual Property rights under this Agreement except the limited rights necessary to carry out the purposes as set forth in this Agreement.

Section 8.4 Governing Law; Venue.

This Agreement and the rights and obligations of the parties will be governed, construed and enforced in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. Any legal action or proceeding brought by any Party arising out of or relating to this Agreement must be brought in state or federal courts sitting in Dallas County, Texas. Each Party submits to the exclusive jurisdiction of the state and federal courts sitting in Dallas County, Texas for all legal actions and proceedings arising out of or relating to this Agreement.

Section 8.5 Relationship of Parties.

The Parties are independent contractors with respect to each other. This Agreement does not constitute and may not be construed as constituting a partnership or joint venture among the Parties hereto, or an employee-employer relationship. No Party will have any right to obligate or bind any other Party in any manner whatsoever, and nothing herein contained will give, or is intended to give, any rights of any kind to any third parties.

Section 8.6 Non-Exclusivity.

Nothing in this Agreement will be construed to create any right of exclusivity or similar right between the Parties.

Section 8.7 Force Majeure.

Neither Party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, or supplies, war, terrorism, riot, acts of God or governmental action, and such performance will be excused to the extent that it is prevented or delayed by reason of any of the foregoing; provided, however that such performance will not be excused if a force majeure event extends beyond twenty (20) days.

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Section 8.8 Amendment.

Other than as provided in Section 2.1(E), all amendments of this Agreement must be in writing and executed by both Parties. No trade usage or other regular practice or method of dealing between the Parties may modify, interpret, supplement or alter in any manner the express terms of this Agreement.

Section 8.9 Assignment.

This Agreement may not be assigned by either Party without the other Party's prior written consent, provided that TAG may assign this Agreement without such consent to any of its Affiliates or in connection with a merger, consolidation or other reorganization.

Section 8.10 Severability.

If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality, or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable, and distinct.

Section 8.11 Waiver.

A waiver of any provision of this Agreement will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either Party to insist upon the strict performance of this Agreement, or to exercise any term hereof, will not act as a waiver of any right, promise or term, which will continue in full force and effect.

Section 8.12 Headings and Wording.

The words "include" and "including" are not and should not be construed or interpreted as terms of limitation. Article, section or paragraph headings used in this Agreement are for reference purposes only, and should not be used in the interpretation of this Agreement.

Section 8.13 Entire Agreement.

This Agreement and the attached appendices set forth the entire agreement between the parties and represents the fully integrated and complete expression of the Parties' intent and understanding with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements or understandings. All exhibits and appendices attached to this Agreement are incorporated by reference into this Agreement.

Section 8.14 Publicity.

Neither Party may refer to the other Party's trade name or logo, or describe the other Party's business, in any mailing lists, marketing materials or on its website without the other Party's prior written consent, which may be withheld or withdrawn for any reason. Except as otherwise required by law, including without limitation, any applicable federal or state securities laws, any press release, publication or other publicity item describing or identifying a business

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relationship between the Parties is subject to prior review and written consent of both Parties, and either Party may withhold or withdraw consent for any reason.

Section 8.15 Counterparts.

This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute one Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

TAG:	ISO:
TAG MOBILE, LLC .	Selectel Inc
Ву:	By: Matt
Name: Charles L. Schneider, Jr.	Name: MATT GFLAHERTY
Γitle: President & CEO	Title: AESIDENT

Version 1.4 Revised: 6/12/2014 Initial MO

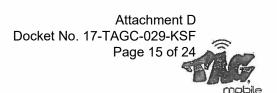


EXHIBIT A

GENERAL SERVICE TERMS

MARKET AUTHORIZATION

- Subject to ISO's full compliance with all terms and conditions of this Agreement, TAG authorizes ISO to market the TAG Services directly to End Users.
- ISO will have no authority to bind TAG in any manner whatsoever.
- TAG may, in its sole discretion, reject any End User contract submitted for any reason and no commissions, current or residual, will be paid on such rejected contract.

ISO SERVICE STANDARD REQUIREMENS

- ISO will provide the Agreement Services in a legal, ethical and workmanlike manner, in
 accordance with all relevant professional standards in its field, to TAG's reasonable
 satisfaction, and should any such Agreement Services fail to meet such standards, will
 modify its provision of such Agreement Services to meet such standards at its sole cost
 and expense.
- ISO will perform its duties under this Agreement in compliance with all applicable laws, rules, regulations and orders of the United States and any other local, state, or federal government or body with jurisdiction over the TAG Service, ISO, or the ISO's activities.
- ISO will not commit any act that would reflect unfavorably on TAG.
- ISO will not misrepresent any prices, products, services or other matters.
- ISO will require all of its employees to abide by all of the requirements of this Agreement.
- ISO will cooperate with TAG to resolve any problems consistent with TAG's policies and procedures.

AUDIT RIGHTS

• ISO agrees that TAG has the right to audit ISO's practices and actions, and ISO will allow TAG access to such ISO materials, personnel, and offices as TAG may request in connection with such any such audit.

OTHER RESPONSIBILITIES

• ISO agrees to meet with TAG representatives periodically when reasonably requested by TAG to discuss sales status, problem resolution, and other sales related activities.

Version 1.4 Revised: 6/12/2014 Initial MO
TAG ISO



- ISO (i) will follow the rules and regulations defined in the TAG Mobile training manual and Code of Conduct, (ii) acknowledges that it has received each of those materials, and (iii) will comply with any revised versions of said materials at any time TAG provides such revised materials to them.
- ISO will only use advertising, marketing or other materials describing the TAG Services provided or approved in writing by TAG.
- ISO will complete any paperwork reasonably requested by TAG, including but not limited o ACH Authorization Information and an Agent/ Dealer/ Information Sheet.
- ISO acknowledges and agrees that TAG has, in its sole and absolute discretion, the right to determine the number of independent sales organizations it engages and that ISO's role is not exclusive geographically or otherwise.
- ISO will procure and provide all handsets and provide voice, text and data services enabling End Users to make and/or receive wireless telephone calls or any other wireless telephony services.
- ISO will be responsible for providing the allotted amount of airtime to End Users for the TAG Services for each 30-day period the customer is on the program specified by TAG in its written descriptions of the TAG Services. TAG may modify, discontinue, suspend, or otherwise change the TAG Services at any time in its sole and complete discretion.

TAG MOBILE SERVICES

- As between TAG and ISO, TAG will be responsible for providing customer service.
- TAG will use commercially reasonable efforts to provide and maintain an online tool(s) through which ISO: (i) will input customer data for account provisioning and eligibility certification; and, (ii) can sell additional airtime for the TAG Services to End Users.

Version 1.4 Revised: 6/12/2014 TAG ISO

A-2

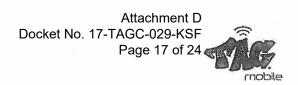


EXHIBIT A-1

LIFELINE SERVICE TERMS

ISO will:

- Conduct End User Lifeline certification in accordance with TAG policies and procedures.
- Establish End Users' accounts in TAG's order entry system, providing TAG with each End User's name and address and other information as TAG may now or hereafter require.
- ISO will submit the signed, legible Lifeline form to TAG.

AUDIT OF END USER RECORDS

- TAG may also, at its sole discretion, at any time audit ISO's records covering End Users to determine if any record or records has been falsified or erroneously completed.
- If such audit suggests falsified eligibility/certification records, TAG may immediately suspend ISO from providing services, directly or indirectly, for TAG and/or terminate this Agreement.
- ISO will indemnify, defend, and hold TAG harmless in accordance with the indemnification provisions of this Agreement for any losses sustained as a result of ISO's submission of falsified records and TAG remediation thereof including, but not limited to, Lifeline support payments from the Universal Service Administrative Company ("USAC") that TAG is obligated or elects to return to USAC and any penalties related thereto.
- TAG may also recover any commissions already paid ISO for End User accounts that are returned as falsified or undeliverable.

EMPLOYEE REGISTRATION PROCESS

- ISO is to register, with TAG, all employees that will be collecting Lifeline applications.
- TAG will assign a unique username and password for each employee subject to such employee successfully completing any training or certification required by TAG and TAG's right to demand, in its sole and complete discretion and in addition to rights under Section 7.4, that ISO not use any employee objectionable to TAG to provide services to TAG under this Agreement.
- In such event, TAG will have no obligation to provide any such employee with a
 username or password and, if such employee has already received one, TAG may disable

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Page 18 of 24

his or her access credentials and require that ISO immediately remove the employee from providing services to TAG hereunder.

• This username must be associated with any Lifeline application submitted by the employee.

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A-4

TAG ISO

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EXHIBIT A-2

CONSIGNMENT TERMS

CONSIGNMENT TERMS

- TAG will ship a mutually agreed upon number of cellular telephones or handsets ("Handsets") to ISO at a location specified by ISO.
- TAG will provide a packing list for the Handsets at the time the order ships reflecting unique serial numbers for each Handset. After sixty (60) days, this packing list will be compared against the accounts that have been approved by TAG's Lifeline certification process or similar approval process for pre-paid services ("Approved Accounts").
- For each Handset that is not assigned to an Approved Account after the sixty-day period has expired, TAG will invoice ISO, and ISO agrees to pay TAG the per unassigned Handset set forth in Exhibit B as "Consignment Handset Value." TAG will also invoice ISO, and ISO agrees to pay TAG Consignment Handset Value for any account rejected by TAG for which ISO provided a Handset to the applicant.
- If ISO does not pay any invoice within fifteen (15) days of issuance of said invoice, ISO will either (i) return all Handsets in new, unopened, and working condition to TAG at ISO's sole expense, or (ii) transfer the Handsets in new, unopened, and working condition to another ISO approved in writing and in advance by TAG. The unique serial numbers attached to all Handsets returned to TAG or transferred to another ISO pursuant to this Section must correspond to the serial numbers reflected on the packing list accompanying the initial shipment to ISO. If ISO attempts to return or transfer a non-conforming Handset pursuant to this Section, ISO will pay TAG Consignment Handset Value for each non-conforming Handset returned or transferred.
- ISO will pay all applicable restocking fees set by TAG and published on TAG's ISO portal at its sole and absolute discretion for each Handset returned.
- TAG maintains the right to offset any amount owing to TAG under this Agreement against any amount owing to ISO under any ISO or dealer agreement.
- In its sole discretion, TAG may require ISO to advance a reasonable deposit or other security acceptable to TAG prior to TAG's fulfillment of any order.
- Upon advance written notice to ISO (including through TAG's ISO portal) and in TAG's sole discretion, TAG may require ISO to collect shipping and handling fees for the shipment of a Handset or other applicable fees with respect to each Approved Account.
- Prior to paying any commissions due ISO for a calendar month, TAG will calculate the
 amount of applicable fees that were to have been collected by ISO with respect to the
 Approved Accounts obtained by ISO for such month (the "Approved Account Fees") and

Version 1.4 Revised: 6/12/2014 TAG ISO

Attachment D
Docket No. 17-TAGC-029-KSF
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deduct such amount from the commissions otherwise due and payable to ISO under the ISO Agreement.

- In the event that the Approved Account Fees exceed the amount of commissions otherwise due ISO under the ISO Agreement, TAG may, at its sole discretion, either (a) require that ISO pay TAG such excess within fifteen (15) days of TAG's invoice or (b) allow ISO to offset such excess against commissions due ISO in subsequent months until the excess is paid in full.
- In no event will ISO collect fees or charges from customers or applicants in excess of the fees or charges specified by TAG.

ORDER LEAD TIMES

- 1 500 units: Order must be placed ten (10) business days in advance of expected delivery.
- 501 2000 units: Order must be placed sixteen (16) business days in advance of expected delivery.
- 2000 5000 units: Order must be placed twenty (20) business days in advance of expected delivery.
- 5001+ units: Order must be placed thirty (30) business days in advance of expected delivery.
- Notwithstanding the foregoing, nothing herein will constitute a commitment by TAG to
 fulfill any order and TAG may approve, reject, reduce or otherwise modify any order or
 the timing of delivery in its sole and complete discretion.

LIABILITY FOR SUPPLIES

- ISO assumes the risk of loss or damage to Handsets consigned to ISO.
- In the event that the Handsets are lost, stolen, destroyed, or damaged for any reason while consigned to ISO, ISO will pay TAG Consignment Handset Value for any Handset lost, stolen, destroyed, or damaged within thirty (30) days of such loss, theft, destruction, or damage.

TERMINATION OF CONSIGNMENT TERMS

• TAG has the right to terminate the Consignment Terms set forth in this Exhibit from the Agreement at any time and for any reason at its sole and absolute discretion.

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TAG ISO

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ADDITIONAL TERMS

- ISO acknowledges that all right, title, and interest in and to each Handset is reserved in TAG until the Handset is transferred by ISO to an Approved Account in the ordinary course of the ISO's trade.
- ISO further acknowledges that TAG holds a valid, perfected, and enforceable, first priority security interest in all Handsets consigned to ISO.
- ISO will at all times provide the following insurance: (i) casualty loss insurance for the Handsets consigned to ISO for no less than Consignment Handset Value naming TAG as loss payee; and (ii) liability insurance with respect to the Handsets in an amount as required by TAG naming TAG as loss payee.
- ISO will provide TAG with an annual certificate of third party insurance.
- The certificate of insurance will provide that TAG will receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy.

Version 1.4 Revised: 6/12/2014 TAG ISO

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EXHIBIT B PAYMENT TERMS

Lifeline Commissions	
Oklahoma	\$23.00 per End User
Kansas	\$11.50 per End User
Kentucky	\$8.50 per End User
California	\$15.00 per End User
All Other Jurisdictions for which TAG is an ETC Designated Provider	\$6,25 per End User

ADDITIONAL LIFELINE COMMISSION TERMS

- All Commissions defined by this Exhibit B are residual Commissions. TAG may, from time to time and at its sole discretion, elect to offer to its ISO's promotional and/or incentive programs, either in the form of a one-time Retention Bonus, Production Bonus and/or other Bonus payment, or in the form of Bonus Residuals. Such promotional and/or incentive programs and related payments shall be in addition to the standard Commission schedule defined in this Exhibit B and will not supersede, replace or otherwise have any effect on the agreed upon Commission terms described herein. Further, TAG has no duty or obligation to offer any such promotional and/or incentive program, nor is TAG under any obligation to make such promotional or incentive program available to all contracted ISO's.
- Commissions are not owed and will not be paid for any End Users located outside of TAG's Designated Service Area, or any End Users that, within the first thirty (30) days of service commencement with TAG, move outside of TAG's Designated Service Area.
- TAG, in its sole and absolute discretion, retains the right to modify any component of its Commission structure and/or payment terms defined in this Exhibit B upon thirty (30) days written notice to ISO.
- Notwithstanding the above, and/or any agreed modifications to the contrary, the Commissions described in this Exhibit B will remain in full force and effect for a period of not less than ninety (90) days from the effective date of the Agreement, or in the event of a later modification to the Commission structure and/or payment terms defined herein, ninety (90) days from the effective date of such modification, with the exception of any modification which is required by or the result of an event of Force Majeure as defined in section 8.6 of the Agreement.
- TAG will pay ISO Commission by the 10th business day of the calendar month following the month in which the End User became an approved End User.
- Monthly Commission payments are subject to the approved End User remaining in "approved" and "active" status as required under the Agreement.

Custom Revised: 6/12/2014 Initial ///O
TAG ISO

- ISO is eligible for the monthly payments with respect to an approved End User acquired by ISO after such approved End User's first full month on the TAG Lifeline service
- Commission obligations for any End Users end automatically if such approved End User is no longer in "approved" or "active" status on the TAG Lifeline service at any point during a calendar month.
- ISO is not entitled to any Commissions for any approved End User whose approval or activation was procured through the fraud of ISO's agent.
- In the event a handset is shipped out for an Approved End User submitted by or behalf of ISO and returned to TAG as undeliverable or is refused by the recipient as never being ordered, TAG shall deduct any Commission paid on said account, plus TAG's costs related to shipping the handset, from any Commissions or other payments due ISO under the Agreement.

ADDITIONAL PAYMENT TERMS

- Commissions will only be paid on submitted forms for new End Users submitted during the term of this Agreement: (a) containing the username or other code assigned by TAG to ISO or one of its employees; (b) approved by TAG; (c) that pass any eligibility audit required by TAG or applicable law; and, (d) who are in "approved" status with TAG and active on the TAG Services.
- As used herein, a "new" End User will mean a natural person that has not been a TAG End User within the ninety (90) day period immediately preceding ISO's submission of such End User.
- New End User Commissions will be paid to ISO on a monthly basis.
- If ISO contacts a prospect or End User that has already been contacted by another sales representative, or if another sales representative contacts a prospect or customer that has already been contacted by ISO, it will be TAG's sole discretion to decide who receives the commission for such End User.
- Further, TAG may direct ISO or another sales representative to cease contact with a prospect or End User.
- ISO may not assign their rights under this Agreement to receive any Commission payments from TAG to any other person or entity without the express written consent of an officer of TAG, which may be withheld in TAG's sole and complete discretion.
- TAG may withhold any Commissions or other payments if fines, violations or sanctions are the result of ISO's sales activities, whether direct or indirect.
- Failure to comply with the requirements of this Exhibit may, at TAG's sole and absolute discretion, result in Commissions being offset because of fines or penalties, and/or reasonable expenses directly associated with the termination of this Agreement.

Custom Revised: 6/12/2014 TAG ISO

PAYMENTS AND FEES

- If "reload" payments are collected by ISO, ISO will immediately forward such payments to TAG and TAG will, subject to and in accordance with the terms of this Agreement, pay ISO the applicable Commission for such payments, if any are owed.
- Upon advance written notice to ISO (including through TAG's agent portal) and in TAG's sole discretion, TAG may require ISO to collect activation, shipping and handling fees for the shipment of a handset, or other applicable fees, all as specified by TAG in its notice(s), with respect to each End User submitted by ISO.
- Prior to paying any Commissions due ISO for a calendar month, TAG will calculate the amount of
 applicable fees that were to have been collected by ISO with respect to the End Users obtained by ISO
 for such month (the "End User Fees") and deduct such amount from the commissions otherwise due and
 payable to ISO hereunder.
- In the event that the End User Fees exceed the amount of Commissions otherwise due ISO hereunder, TAG may, at its sole discretion, either (a) require that ISO pay TAG such excess within fifteen (15) days of TAG's invoice or (b) offset such excess against Commissions due ISO in subsequent months until the excess is paid in full.
- In no event will ISO collect fees or charges from End Users or applicants in excess of the fees or charges specified by TAG.

EXPENSE RESPONSIBILITY

• ISO will be responsible for all expenses incurred in ISO's performance under this Agreement, including, but not limited to, all advertising and employee costs.

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Custom Revised: 6/12/2014 TAG ISO

KUSF Carrier Audit Information Request

Request No. 19

Submitted By:

David Winter

Submitted To:

Mary Calderon

Company Name:

TAG Mobile

Docket Number:

17-TAGC-029-KSF

Request Date:

January 13, 2017

Date Information Needed: January 23, 2017

RE: SelectTel

Please Provide the Following Information:

a) Please provide the data request responses that were provided to the Kansas Corporation Commission Staff regarding TAG Mobile.

TAG's RESPONSE: See attached data requests responses #1, #2, #3, #4, #5, #6, #7, #13 and #14 as Exhibit A.

b) Confirm that SelectTel is/was a carrier for TAG Mobile.

TAG's RESPONSE: Selectel was an ISO for TAG Mobile and subsequently was a partner in a Joint Venture with TAG. Selectel is no longer associated with TAG Mobile in any manner.

c) If not part of (a) above, please provide the number of Lifeline customers by month serviced by SelectTel for the period March 2015 to present.

TAG's RESPONSE: As of January 2016 all Selectel lines were migrated to TAG and no longer "serviced" by Selectel. The number of Selectel lines up to that time period are listed in data request response # 13.

KUSF Carrier Audit Information Request

Request No. 19

NOTE: If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

Date: 2/10/2017

I have read the foregoing Data Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to GVNW's auditor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Data Request.

Signed:	Maur	Caldum	
	. 0		

Kansas Corporation Commission Information Request

Attachment E Docket No. 17-TAGC-029-KSF Page 3 of 9

Request No:

Company Name

TAGC

Docket Number

16-TAGC-323-SHO

Request Date

February 22, 2016

Date Information Needed March 1, 2016

RE: Show Cause Proceeding

Please Provide the Following:

1. Please provide a copy of the November 2015 Joint Venture Agreement discussed in TAG's February 17, 2016, Response.

Submitted By Christine Aarnes

Submitted To TAG Mobile, LLC

If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Information Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to the Commission Staff any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Information Request.

Signed: Mary Caldum

Date: 03/01/2016

Kansas Corporation Commission Information Request

Attachment E Docket No. 17-TAGC-029-KSF Page 4 of 9

R

Lequest	No:	2

Company Name

TAGC

Docket Number

16-TAGC-323-SHO

Request Date

February 22, 2016

Date Information Needed March 1, 2016

RE:

Please Provide the Following:

2. Please provide a copy of the written notice of termination provided to Selectel.

Submitted By Christine Aarnes

Submitted To TAG Mobile, LLC

If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Information Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to the Commission Staff any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Information Request.

Signed: Mary Caldum

Date: 03/01/2016

TAG Mobile/Selectel Joint Venture Agreement

Attachment E Docket No. 17-TAGC-029-KSF Page 5 of 9

TAG Mobile, LLC (TAG) a Texas corporation who is licensed to offer ETC Lifeline in 19 states and Selectel, Inc. (Selectel) a Nevada Corporation who is licensed in all 50 states in the US and is a Mobile Virtual Network Operator hereby agree to enter into a Joint Venture Agreement under the terms set forth below (the "Agreement").

I. TAG Contributions and Obligations.

- A. TAG Mobile will provide ETC Certification in 19 approved states and states yet to be approved.
- B. TAG Mobile will provide an OSS/BSS platform, Customer Service/Support in English & Spanish 7 days a week, (excluding company Holidays), real-time review feature, compliance and audit, marketing strategy and printer files and provide a backup plan on outages to avoid disruption to their operation.
- C. TAG Mobile will provide intelligent information to Selectel to aid in the ability to acquire new Lifeline customers.
- D. TAG Mobile will provide Selectel with a Prepaid Visa Debit Card Program that meets Regulatory Compliance. Selectel will distribute Prepaid Visa Cards to subscribers.
- E. Tag will provide Selectel with marketing materials upon request. If such marketing materials are not available TAG authorizes Selectel to use its TAG Mobile approved logo to have its own marketing materials printed including banners, brochures, boxes, and tents.

II. Selectel Contributions and Obligations.

- A. Selectel will contribute to the agreement by offering a marketing strategy through its storefronts, dealers, and events. The Retail storefront strategy will be done in states where TAG is designated as an ETC and states subsequently approved. Selectel will offer TAG mobile lifeline program to its existing dealers in those states where TAG has ETC certification
- B. Selectel will hire, manage, and coordinate live events to promote TAG Lifeline.
- C. Selectel agrees it will not utilize its ETC Application and/or Compliance Plan currently approved in California or pending in any state or federal jurisdiction during the time this joint venture is in place.
- D. Selectel will find, hire, and train agents and managers to work in the field in TAG Branded attire. These agents will be 1099 contract agents paid as Selectel agents with Selectel obligated to file the 1099's each year. Each agent will have a minimum goal of 10 new activations per day and a monthly goal of 100 new activations. Selectel will maintain Quarterly KPI's set by TAG Mobile to include USAC'able Activations(Approved and 1st call usage) and a 5% or lower Rejection Rate for Selectel to meet each month.
- E. Selectel will offer Lifeline Plus to lifeline customers that will allow a customer to subscribe to a monthly wireless plan and have the ETC subsidy reduced from the monthly plan cost.
- F. Selectel will dedicate space inside their stores in states where TAG has an approved ETC license to promote TAG Mobile and its products and services including the Prepaid Visa Debit Card. Selectel employees will use their best efforts to promote TAG products in each of its stores where TAG is offered.
- G. Selectel will also from time to time utilize its call center to call prospective customers and

Attachment E Docket No. 17-TAGC-029-KSF Page 6 of 9

TAG Mobile/Selectel Joint Venture Agreement

set up an appointment for eligible Lifeline customers to visit a Selectel store to complete the application process.

III. COMMISSIONS

- A. TAG and Selectel hereby agree to split the cost of the agent commissions. Each company will be responsible for paying half of Lifeline Agent Commissions. Selectel will pay the commissions to the marketing staff on a weekly basis and will invoice TAG half of the agent commissions on the 1st of each month for all approved lines for the prior full month's approved applications. TAG will pay the said invoice by the 15th of the month.
- B. Agent Commissions will vary depending on the state where the ETC approved consumer resides.
 - 1. Approved commission in the state of Kansas or Kentucky will be paid a one-time payment of \$11.00.
 - 2. Approved commission in the state of ¹Oklahoma or California will be a one-time payment of \$20.00.
 - 3. Approved commission in any other state where Tag Mobile has an ETC license will be paid a one-time commission payment of \$8.00.
- C. Commission on subscribers obtained prior to the effective date of this Joint Venture Agreement should be paid in accordance with the commission structure in place prior to the Joint Venture.

IV. EXPENSES and REVENUE

- A. TAG is required to document the subsidy payments. The device costs are to be documented by the party ordering same. The agent commission costs are to be documented by Selectel. The line usage charges are to be documented by Selectel. TAG as the receiver of the government payment is then obligated to make payment to Selectel half of the subsidy received by the government for each approved customer for each period. All customers of record are TAG Mobile's.
- B. Selectel will invoice TAG one half the cost of the devices(after a quarterly forecast is provided to TAG and TAG has approved the device budget), commissions, and usage on the 1st of each month for each approved new activation from the previous month which will be paid by TAG on or before the 15th of each month.
- C. Tag will also pay Selectel, Inc. half of the subsidy received from the Government for the Approved ETC lines made after the effective date of this agreement on or before the 15th of each month.
- D. The parties recognize that each company will incur additional expenses carrying out this joint venture, collectively referred to as "soft costs". Each company will absorb its own soft costs and the soft costs are not included in the computation of profit. In general TAG's soft costs will be in the area of customer service and Selectel's soft costs will be in the area of hiring, training, and managing the sales force.
- E. After 90 days of the effective date of this Agreement both parties agree to reconvene and agree on an operational sub cost for Tag Mobile that will be payable on behalf of Selectel for customer support, back end and sales operational support.

¹ Subject to change based on Oklahoma requirements effective 2/2016,

TAG Mobile/Selectel Joint Venture Agreement

Attachment E Docket No. 17-TAGC-029-KSF Page 7 of 9

V. Other Matters.

- A. This Agreement may be amended from time to time without further consideration upon the mutual agreement in writing signed by both parties.
- B. The initial term of this agreement is 2 years from the effective date stated below. Thereafter the agreement shall automatically roll over for an additional one-year term each year on the anniversary of the effective date stated below unless earlier terminated. Either party may terminate this agreement upon 30 days written notice to the other.
- C. This agreement constitutes the complete agreement between the parties and all prior oral and written drafts and discussions are superceded by this instrument unless otherwise noted in this agreement. In event of a dispute arising from this agreement the parties first agree to attempt mediation of the dispute. Should mediation fail TAG Mobile can only be sued in the State of Texas, in which case Texas law shall govern including as to any counterclaim; whereas Selectel can only be sued in the State of Nebraska, in which case Nebraska law shall govern including as to any counterclaim.

The Effective Date of this Agreement is	/o/ 15 , 2015.
TAG Mobile, LLC By:Esau NeriSau Neri Title:COO	Selectel, Inc. By: Mott Matto Flaherty Title: President
Date: October 11, 2015	Date: 10/15/2015

Attachment E Docket No. 17-TAGC-029-KSF Page 8 of 9

TÂG mobile

January 12, 2016

TO: Selectel, Inc.

RE: Termination of Joint Venture Agreement between TAG Mobile, LLC and Selectel, Inc.

Regrettably, it is not in TAG Mobile's best interest to continue with the Joint Venture Agreement between TAG Mobile & Selectel. Therefore, pursuant to the Joint Venture Agreement §V, Paragraph B, TAG Mobile, LLC hereby provides you with notice to terminate this agreement. The termination of this A g r e e m e n t w i l l b e e f f e c t i v e i m m e d i a t e l y.

In addition, as indicated in §IV, Paragraph A, all customers of record are TAG Mobile's therefore the transition of existing accounts/subscribers acquired on TAG Mobile's behalf should be transitioned immediately.

Lastly, because we value our relationship with Selectel, we wish to continue our association with Selectel however on an ISO basis only. If you are agreeable to this, we can proceed with executing a new ISO agreement. Please advise accordingly.

Regards,

Esau Neri

Esau Neri

TAG Mobile, Chief Operating Officer

		USAC			Kansas		
Month	ISO	JV	Total	ISO	٦٧	Total	
March	13	0	13	12	0	12	
April	186	0	186	184	0	184	
May	410	0	410	409	0	409	
June	438	0	438	438	0	438	
July	1929	0	1929	1929	0	1929	
August	2774	0	2774	2758	0	2758	
September	191	0	191	191	0	191	
October	2788	0	2788	2788	0	2788	
November	3706	195	3901	3705	195	3900	
December	2795	205	2964	2795	205	2964	
January	2777	479	3256	2733	477	3210	

KUSF Carrier Audit Information Request

Attachment F Docket No. 17-TAGC-029-KSF Page 1 of 1

Request No. 23

Submitted By:

David Winter

Submitted To:

Mary Calderon

Company Name:

TAG Mobile

Docket Number:

17-TAGC-029-KSF

Request Date:

January 13, 2017

Date Information Needed: January 23, 2017

RE: VCare

Please Provide the Following Information:

Please describe and highlight the functions of the VCare system. What system was the predecessor to the VCare system? Please indicate when TAG Mobile changed systems.

TAG's RESPONSE: VCare is a third party vendor which provides TAG Mobile with an OSS/BSS platform. This platform includes Customer Service Record, Account Activation, Inventory System, and Data Analytics and Reporting.

H20 was VCare's predecessor. Migration to the VCare system was completed in phases beginning in September 2015 through March 2016.

NOTE: If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Data Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to GVNW's auditor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Data Request.

Signed: Mary Caldum

Date: 1/26/2017

Request No. 33

Submitted By:

David Winter

Submitted To:

Mary Calderon

Company Name:

TAG Mobile

Docket Number:

17-TAGC-029-KSF

Request Date:

February 21, 2017

Date Information Needed: March 3, 2017

RE: Attached Email dated October 21, 2016

Please provide the following information:

Provide a detailed explanation why TAG Mobile cannot provide Lifeline subscriber screen images for the test months of May and August 2015

TAG's RESPONSE: TAG Mobile migrated to a different OSS/BSS provider, H20. When TAG migrated off of the H20 platform, H20 downloaded all TAG's subscriber account customer records in a SQL db format and therefore the screen versions of the accounts were no longer available.

b. Confirm that for the data months of May and August 2015, TAG Mobile provided an Excel file listing all fields that were on the subscriber's account records.

TAG's RESPONSE: To the best of my knowledge that is correct.

Provide 20 (10 per month) screen images for the same January 2016 Lifeline subscribers for the months of November and December 2015.

TAG's RESPONSE: The screen images are not available for the reason listed in above in response (a).

Were the November and December 2015 screen images provided in (c) above d. the same screen images that the Company's Lifeline subscribers either through their online account or via service provided by TAG Mobile's telephone customer service representative would have seen? If not, please explain why not and what results in the differences.

TAG's RESPONSE: Not applicable since no images were provided in (c).

NOTE: If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Attachment G

KUSF Carrier Audit Information Request

Docket No. 17-TAGC-029-KSF Page 2 of 3

Request No. 33

Verification of Response

I have read the foregoing Data Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to GVNW's auditor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Data Request.

Signed:	Mary Coldum		 	_
Date: _	3/9/2017			

From: Calderon, Mary

Sent: Friday, October 21, 2016 12:46 PM

To: 'Sandy Reams'

Cc: Christine Aarnes; Dave Winter (dwinter@gvnw.com); Jim Worlton; Scott Smith

ssmith@gvnw.com); Rocha, Jose

Subject: RE: follow-up on GVNW Audit items

Sandv.

It was nice to meet you as well.

6.E. Did you want to save those for the onsite visit or should I go ahead and include in my response on I will send you the screen shots of the customer records for Data Request 5.A.3 by Wednesday, 10/26 of next week. I was also going to include screen shots of the 9 subscriber accounts referenced in DR Wednesday, 10/26?

downloading piece is the problem as the system is slow and stops intermittently and the script has to be must write a sequel script to pull the requested information which will download into excel files. The Also, just want to explain that normally it would not take days to produce screen shots of our internal records. The problem is we migrated to a different OSS/BSS platform (from H20 to V-Care) in Sept 15. The H20 database is now a sequel database. In order to retrieve records for the data months we rewritten to start over.

So for the data months of May & Aug 2015 you will receive an excel file listing all the fields that were on the customer's account records. You will not actually receive a screenshot of the records for these months as it will be excel files. You will receive a screenshot for data month January 2016.

Let me know if this changes your request in any way.

KUSF Carrier Audit Information Request

Attachment H Docket No. 17-TAGC-029-KSF

Page 1 of 10

Submitted By:

David Winter

Submitted To:

TAG Mobile, LLC

Company Name:

Queen Zhang

Docket Number:

17-TAGC-029-KSF

Request Date:

August 9, 2016

Date Information Needed: September 8, 2016

Request No. 5

RE:

Miscellaneous Supporting Documentation

A. Please provide copies of the following:

> 1. Internal KUSF reporting policies or instructions, including how the Company identifies and reports revenues related to Lifeline subscribers, discounts, and promotional service rates.

> TAG's RESPONSE: See Data Request 4. A 4 for policy and instructions on how KUSF is identified and reported for lifeline subscribers.

> 3. Copies of Kansas tariff pages that pertain to the KUSF assessment in effect during the 3 review months, if applicable.

> TAG's RESPONSE: Tariffs are not applicable to Wireless ETCs however Summary Rate Plans are filed with the KCC at the time the ETC Application is filed. During the 3 review months we offered 500 minutes and 500 text messages in May & Aug 2015. Unfortunately a new Summary Rate Plan was not filed to reflect this change from what was in the original application. For January 2016, TAG offered 500 minutes and unlimited text messaging. The Summary Rate Plan that reflects this change was filed on 12/14/15: See Exhibit D for the last Summary Rate plan filed and in effect on Jan '16.

- 3. Ten (10) Residential and ten (10) Business customer bills or billing images for each of the 3 selected review months (total of 60). Please include bills that reflect both interstate and intrastate jurisdictional charges if your company offers both intrastate and interstate (e.g. local and long-distance) services. Of the (10) Residential and ten (10) Business customer bills or billing images for each of the three (3) selected review months, select one (1) residential and one (1) business customer per month and demonstrate how the KUSF surcharge collected from the customer was calculated.
- TAG's RESPONSE: As previously mentioned, TAG Mobile is a prepaid mobile service provider and does not render bills therefore there are no bills to provide as examples.
- A detailed explanation of the line items shown on the customers' invoices that are 4. used to calculate the KUSF surcharge shown on the invoice.

TAG's RESPONSE: Not applicable per response on #3 above.

Note: Please use sample bills provided in response to subpart 3 above to illustrate the calculation of the KUSF surcharge.

Attachment H Docket No. 17-TAGC-029-KSF Page 2 of 10

Request No. 5 (continued)

Verification of Response

I have read the foregoing Data Request and response thereto and find such response to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to GVNW's auditor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Data Request.

Signed: May Caldum

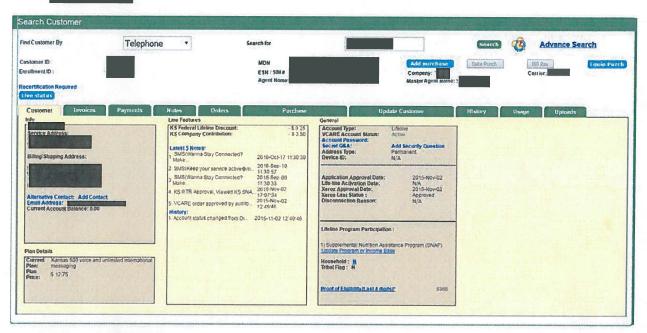
Date: 10/17/20/6

KUSF- Data Request 5-3

January 2016

VCare Account:

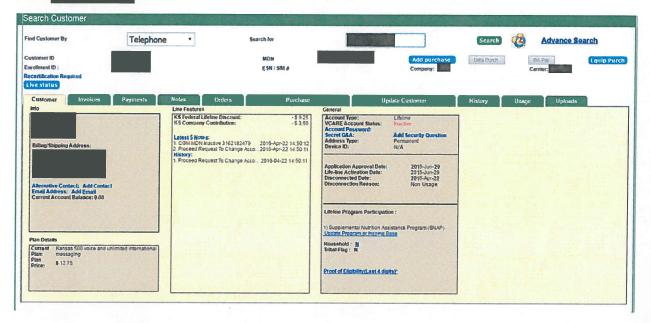
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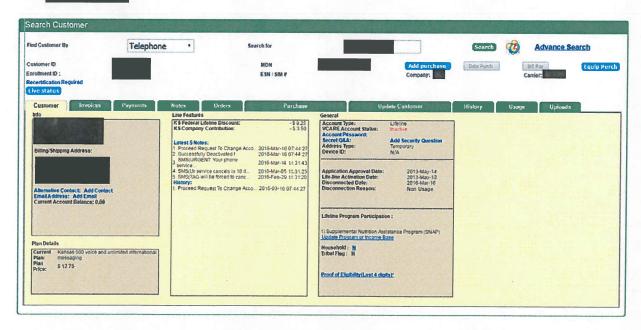
VCare Account:



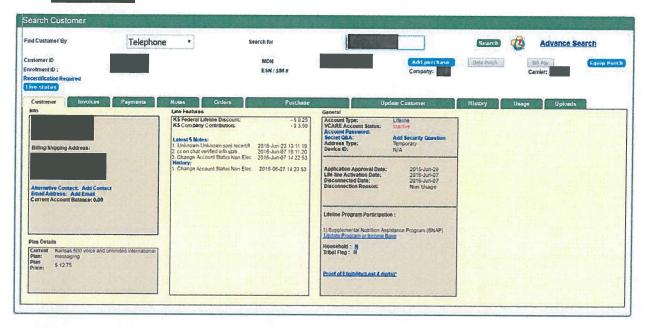
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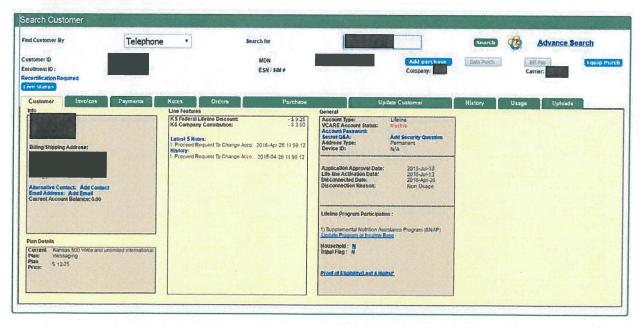
VCare Account:



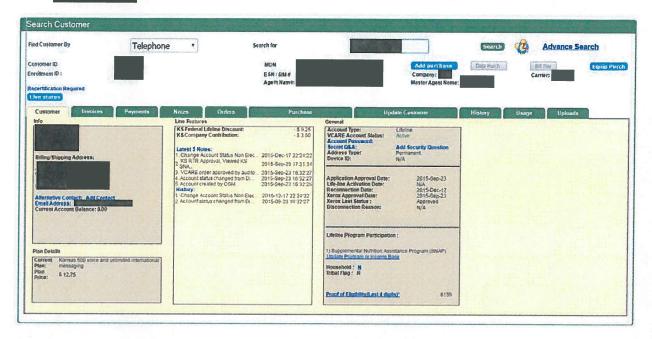
MDN:



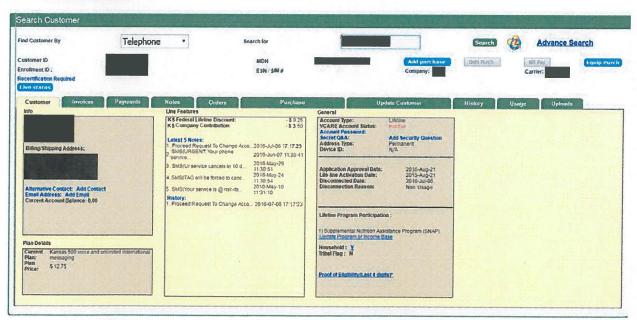
VCare Account:



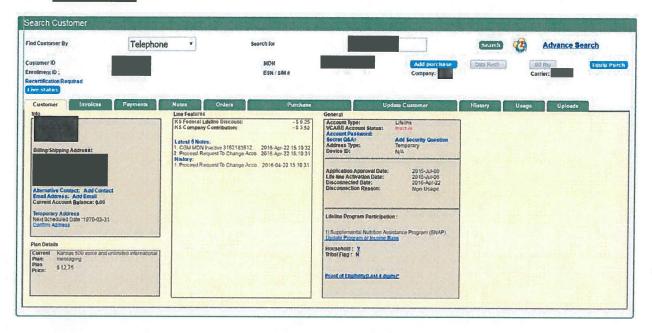
MDN:



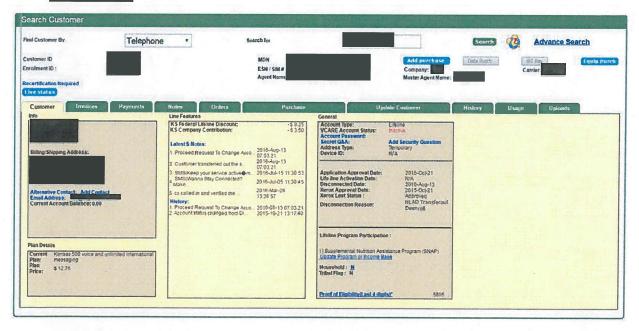
VCare Account:



MDN:



VCare Account:



Filed Date: 12/14/2015 of Kansas

KA Dr 5 - Exhibit D



Via- E-Docket

Date: December 14, 2015

To: Public Utilities Commission of Kansas

From: Araceli Aguilar, Compliance & Regulatory Affairs Supervisor

TAG Mobile, LLC 1330 Capital Pkwy. Carrollton, Texas 75006

RE: LIFELINE WIRELESS PLAN

As per Docket No. 12-TAGC-843-ETC TAG Mobile is hereby notifying you of its intent to revise the Lifeline Wireless Plan offered today in the State of Kansas. Attached you will find a description and summary of the Lifeline wireless service plan that will be effective immediately. If there are any questions you may reach me at 214-390-5344 or araceli.aguilar@tagmobile.com. You may also direct any questions to the Director of Compliance & Regulatory Affairs, Mary Calderon at 214-390-9280 or mary.calderon@tagmobile.com.

Sincerely,

Araceli Aguilar

bacele aguilar

Compliance & Regulatory Affairs



TAG MOBILE, LLC KANSAS WIRELESS LIFELINE PLAN

TAG Mobile will offer its Kansas Lifeline subscribers the Lifeline Base Plan. The Plan includes 500 local voice minutes, \$1.50 calling credit for international calling, and unlimited global text messaging every 30 days from date of activation, and a free 911/E911 compliant feature handset ("new" or in "like new" condition will be provided based on availability).

While the Lifeline Plus plans offer Unlimited minutes and texts, this does not mean unreasonable use. Once a customer reaches a certain threshold he or she will be connected to our Customer Service Department to determine whether high usage is due to commercial use or technical problems. After discussion with the customer, the Customer Service Department will complete its review and will return the customer to normal status. The customer will never be cut off during a billing cycle for excessive use. TAG Mobile reserves the right to notify and disconnect any account for excessive or abusive use at the end of their billing cycle.

TAG Mobile's plans will also have "top-ups" available for all consumers for adding additional airtime and high speed data. Data "top-ups" are available in \$3, \$12, and \$20 increments. Minutes are available in \$5 and \$10 increments, and will be decremented at various rates depending on the destination country to which calls are placed. TAG Mobile will also offer International Long Distance (ILD) Add-on plans for \$5 or \$10.

					10.00	
Network	Plan	Minutes	Messaging	Data	Retail Price	Cost to LL Customer
			Biolific Life			
T-Mobile / Sprint / Verizon	Lifeline Base	500 Domestic + \$1.50 ILD Credit	Unlimited	Not Included	Not Available	FREE
T-Mobile / Sprint	Unlimited/\$20	Unlimited Domestic + \$1.50 ILD Credit	Unlimited	1GB LTE + Unlimited 2G	\$30.00	\$20.00
T-Mobile / Sprint	Unlimited/\$30	Unlimited Domestic + \$1.50 ILD Credit	Unlimited	2.5GB LTE + Unlimited 2G	\$40.00	\$30.00
Verizon Unlimited/\$25 + \$1.50 ILD Credit Verizon Unlimited/\$35 Unlimited Domestic + \$1.50 ILD Credit		Unlimited Domestic + \$1.50 ILD Credit	Unlimited	1GB 3G + Unlimited 2G	\$35.00	\$25.00
		Unlimited Domestic + \$1.50 ILD Credit	Unlimited	2.5GB 3G + Unlimited 2G	\$45.00	\$35.00
		Unlimited Domestic + \$1.50 ILD Credit	Unlimited	1GB LTE + Unlimited 2G	\$40.00	\$30.00
Verizon	Unlimited/\$40	Unlimited Domestic + \$1.50 ILD Credit	Unlimited	2.5GB LTE + Unlimited 2G	\$50.00	\$40.00



TAG MOBILE, LLC KANSAS WIRELESS LIFELINE PLAN

Network	Network Plan Minutes Messaging		Data	Retail	Cost to	
					Price	Customer
		West Tope of the Control of the Cont				
T-Mobile / Sprint / Verizon	LTE Top- Up 100	N/A	N/A	100 MB	N/A	\$3.00
T-Mobile / Sprint / Verizon	LTE Top- Up 500	N/A	N/A	500 MB	N/A	\$12.00
T-Mobile / Sprint / Verizon	LTE Top- Up 1000	N/A	N/A	1000 MB	N/A	\$20.00
T-Mobile / Sprint / Verizon	Airtime \$5	Varied, depending on destination country.	N/A	N/A	N/A	\$5.00
T-Mobile / Sprint / Verizon	Airtime \$10	Varied, depending on destination country.	N/A	N/A	N/A	\$10.00
T-Mobile / Sprint / Verizon	ILD \$5	Unlimited to Mexico Landlines Plus 100 to Mexico Cellular	N/A	N/A	N/A	\$5.00
T-Mobile / Sprint / Verizon	ILD \$10	Unlimited to 80 Countries	N/A	N/A	N/A	\$10.00

This Document Prepared By:	Date	- ug
David Winter	November 2, 2016	

9. RE: Response to DR No. 5-3.



KUSF-Data Request 5-3 10.26.16 FINAL.DX

Please Provide the Following Information:

- a. Confirm that the plan shown on each VCare account is priced at \$12.75 for 500 voice minutes and unlimited international texting.
- b. Confirm that the retail rate for 500 anytime minutes and unlimited international texting is \$20.00 for KUSF reporting purposes. If this cannot be confirmed, please explain why not and what retail rate is used for KUSF reporting purposes.
- c. Confirm whether or not the KLSP discount was passed through to the consumer in its entirety. If so, please explain and provide examples of customer bills that demonstrate the application of the KLSP discount. If not, please explain why the KLSP was not passed through in its entirety on a subscriber's bill.

- 9.a. What is reflected in Vcare is incorrect in that subscribers are actually receiving 600 voice minutes. The last Rate Change filing made in 12/2015 reflected the incorrect amount of minutes.
- b. I am not sure if that is correct even though that is what is reflected in V-Care. Our SME is not available to confirm this information.
- c. (1) The KLSP discount of \$7.77 was passed on to subscribers in its entirety as Kansas subscribers have always received more voice minutes than other subscribers residing in states without a State USF. As previously indicated, TAG does not render bills to subscribers.
- c. (2) Please find attached lifeline certification forms for subscribers requested. NOTE: We are unable to locate lifeline certification form for customer 1867067 as they were created prior VCare in H2O OSS/BSS.)



KSF 17-TAGC-029 Question 9c.zip

Attachment I Docket No. 17-TAGC-029-KSF Page 2 of 2

c.	Provide	the	Life	line	sub	scribe	r
eli	gibility	and/	or	dis	-enr	ollmer	ιt
do	gibility cumentat	ion	for	ead	ch	VCar	е
ac	count liste	ed in	the a	attach	ned.		

d. RE: VCare Accounts:

1926291 1888725

Explain the source of the @tagmobile.com email addresses listed for the referenced accounts.

d. It is used as a filler when a subscriber does not have an email address.

Verification of Response

I have read the foregoing requests for information and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to GVNW's auditor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this request for information.

Signed: Mary Caldum

Date: 12/19/2016

Attachment J Docket No. 17-TAGC-029-KSF Page 1 of 17

KUSF Carrier Audit Information Request

Request No. 9

Submitted By:

David Winter

Submitted To:

Mary Calderon

Company Name:

TAG Mobile

Docket Number:

17-TAGC-029-KSF

Request Date:

January 13, 2017

Date Information Needed: January 23, 2017

RE: Response to DR No. 5-3.

Please Provide the Following Information:



KUSF-Data Request 5-3 10.26.16 FINAL.DX

a) Confirm that the plan shown on each VCare account is priced at \$12.75 for 500 voice minutes and unlimited international texting.

TAG's RESPONSE: The plan depicted on the attached was incorrect. Attached is an updated Vcare account that reflects the price at \$20 for 600 minutes and unlimited global texting. See Exhibit 1.

b) Confirm that the retail rate for 500 anytime minutes and unlimited international texting is \$20.00 for KUSF reporting purposes. If this cannot be confirmed, please explain why not and what retail rate is used for KUSF reporting purposes.

TAG's RESPONSE: The \$20.00 price is correct however it includes 600 not 500 minutes with global texting.

c) Confirm whether or not the KLSP discount was passed through to the consumer in its entirety. If so, please explain and provide examples of customer bills that demonstrate the application of the KLSP discount. If not, please explain why the KLSP was not passed through in its entirety on a subscriber's bill.

TAG's RESPONSE: The KLSP discount was passed through in its entirety to the consumer. See attached examples in Exhibit 2.

- d. Provide the Lifeline subscriber eligibility and/or dis-enrollment documentation for each Vcare account listed in the attached.
- d) RE: Vcare Accounts:

1926291

Attachment J Docket No. 17-TAGC-029-KSF Page 2 of 17

KUSF Carrier Audit Information Request

Request No. 9

1888725

TAG's Response: See EXHIBIT 3

- e) Explain the source of the @tagmobile.com email addresses listed for the referenced accounts.
- **TAG's Response:** The email address is a mandatory field in the ECP (Enrollment Compliance Platform). When the Sales Agents are enrolling customers and the customer does not have a valid email address, the Sales Agent enters a @tagmobile.com email address so the order will flow through the system.

NOTE: If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Data Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to GVNW's auditor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Data Request.

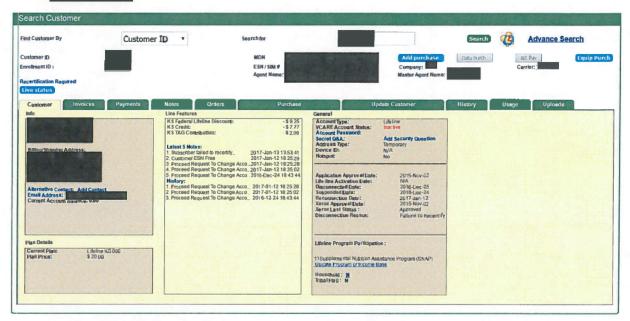
Signed: Mary	Caldyon	
Date: 1/26/2017		

Exhibit 1

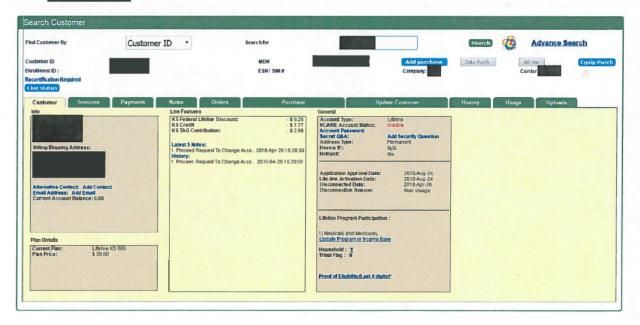
January 2016

VCare Account:

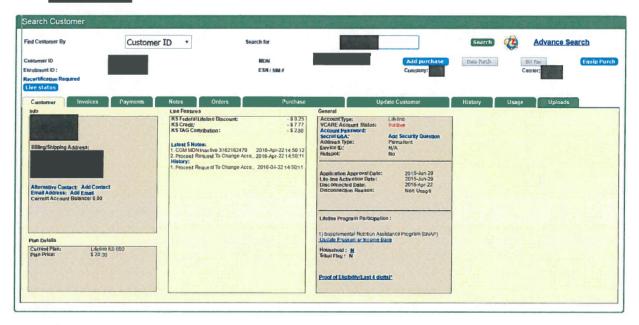
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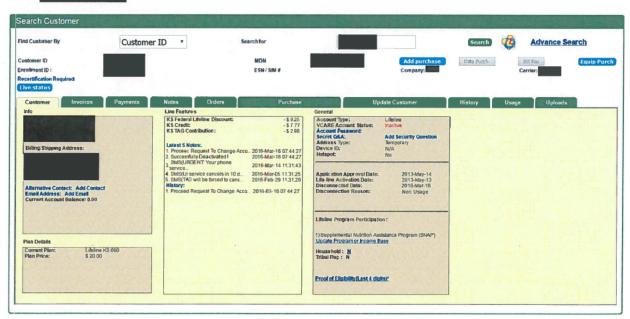
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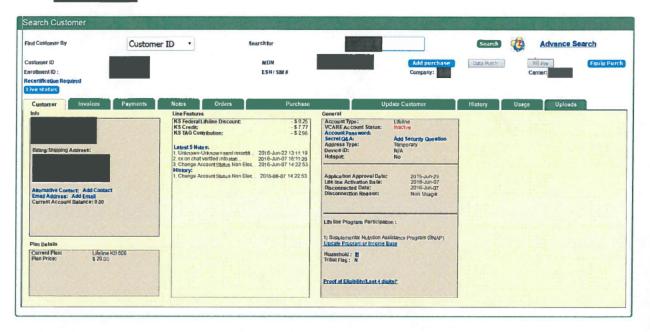
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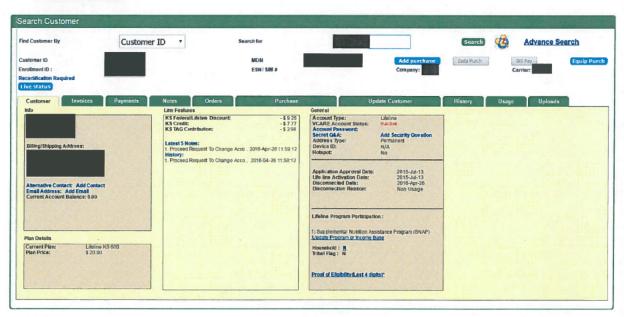
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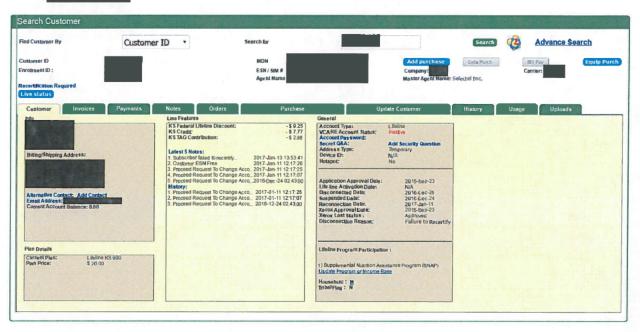
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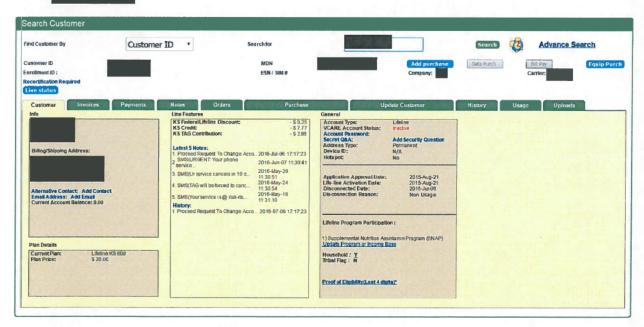
Account:



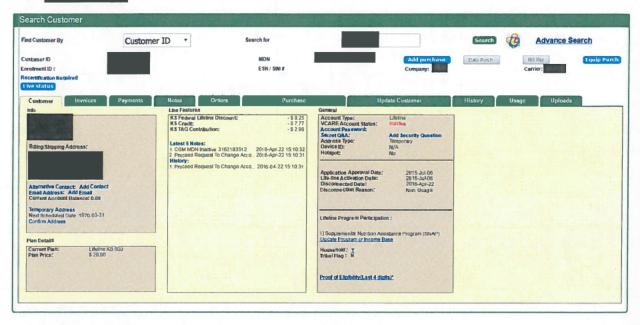
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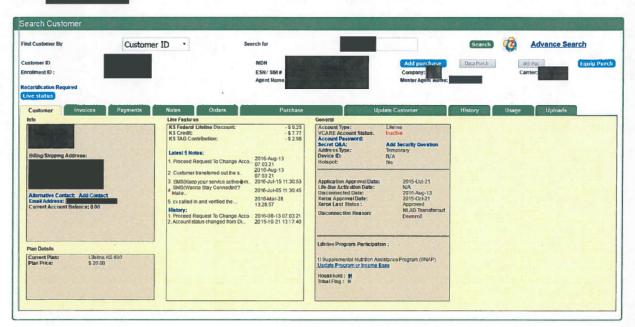
VCare Account:

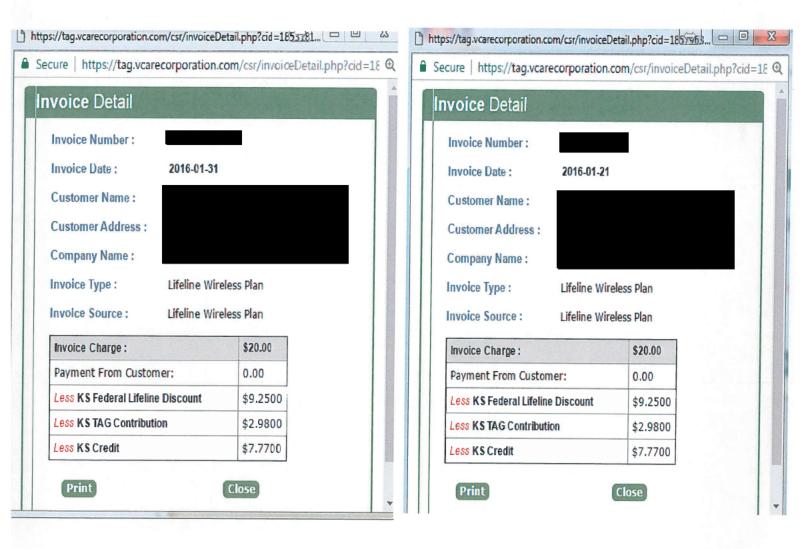


MDN:



VCare Account:





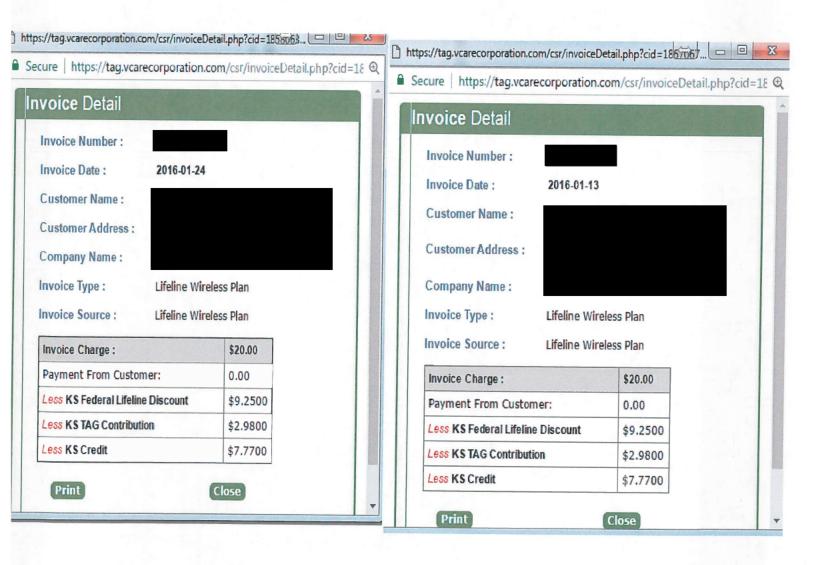


Exhibit 3

Attachment J Docket No. 17-TAGC-029-KSF Page 12 of 17



Lifeline Enrollment Application

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in TAG Wireless's Lifeline service program in your state. This Certification is only for the purpose of verifying your eligibility for Lifeline service and will not be used for any other purpose. Service requests will not be processed until this Form has been received and verified by Company.

One Lifeline service per household disclosures: Lifeline is a government assistance program and willfully making false statements to obtain a Lifeline benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Lifeline benefits are limited to a single line of service per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Note that not all Lifeline services are currently marketed under the name Lifeline. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person, including another eligible low-income consumer. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and potentially prosecution by the United States Government.

☑ I hereby certify, under penalty of perjury, that I have read and understood the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.

Customer eligibility certification:

I hereby certify that I participate in the following program:

Supplemental Nutrition Assistance Program (SNAP/Food Stamps/Food Assistance)

Personal Information:		
First Name:	Middle Name:	Last Name:
DOB Month:	Day: Year:	Last Four SSN (or Tribal ID#):
Residential Address (May n	ot be a PO Box)	Contact Number (if available):
Street address:		Apt:
City:	State:	Zip Code:
This address is (choose one)): ☑ Permanent ☐ Temporary	
Billing Address (if different	from Above) (P.O. Box is perm	nitted)
Street address:		Apt:
City:	State:	Zip Code:

Attachment J Docket No. 17-TAGC-029-KSF Page 13 of 17

Multiple households sharing and address:

I hereby certify that I reside at an address occupied by multiple households, including adults who do not contribute income to my household and/or share in my household's expenses, and I will complete a separate additional form.

Activation and usage requirement disclosures: This service is a prepaid service and you must personally activate it by dialing 611 from your handset. To keep your account active, you must use your Lifeline service at least once during any 60 day period by completing an outbound call, purchasing additional minutes from Company, answering an in-bound call from someone other than the Company, or by responding to a direct contact from the Company confirming that you want to continue receiving Lifeline service from Company. If your service goes unused for 60 days, you will no longer be eligible for Lifeline benefits and your service will be suspended (allowing only 911 calls and calls to the Company's customer care center) subject to a 30 day cure period during which you may use the service (as described above) or contact the Company to confirm that you want to continue receiving Lifeline service from Company.

☑ I hereby certify that I have read and understood the disclosures listed above regarding activation and usage requirements.

Authorizations:

- ☑ I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (name, telephone number, address, date of birth, last 4 digits of SSN, amount of support being sought, means of qualification for support, and dates of service initiation and termination), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
- I understand I have the right to enroll in the Lifeline service using non-electronic methods. I further understand that I have the right to withdraw this consent at any time prior to activation of my service. The Company has advised me that I may request a paper copy of my contract and associated fees by calling 611 from my wireless handset.
- I hereby authorize the Company to send text messages to my Company provided wireless number about my Lifeline benefit. Text messages sent by the Company will not decrement my available wireless minutes or texts. Standard voice, data and text rates will apply to all messages to and from anyone other than the Company.

Additional certifications: I hereby certify, under penalty of perjury, that (check each box):

- I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required.
- I hereby certify that I participate in the following program Supplemental Nutrition Assistance Program (SNAP/Food Stamps/Food Assistance).
- I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- I am not listed as a dependent on another person's tax return (unless over the age of 60)
- ☑ The Residential Address listed above is my primary residence, not a second home or business
- If I move to a new address, I will provide that new address to the Company within 30 days
- If I provided a temporary residential address to the Company, I will verify my temporary residential address as required by law
- I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- The information contained in this certification form is true and correct to the best of my knowledge
- □ I reside on Federally-recognized Tribal lands
- I certify that no one in my household, including myself, is receiving a Lifeline-supported service from any other landline or wireless service provider.
- If TAG Wireless finds that I am already receiving a Lifeline discount benefit from another provider, I agree that I want to

Attachment J Docket No. 17-TAGC-029-KSF Page 14 of 17

transfer my Lifeline discount benefit from that Lifeline provider to TAG Wireless. I understand that once the transfer is complete, I will lose my Lifeline Program benefit with any other Lifeline provider from which I am currently receiving a Lifeline discount. TAG Wireless has explained to me and I understand that I may not have multiple Lifeline Program benefits with the same or different providers.

By checking the box immediately below, I hereby certify, under penalty of perjury, that the information contained in this certification form is true and correct to the best of my knowledge.

Applicant's Signature:		Date: 10/21/2015 01:15 PM
For Agent Use Only (check only 1 el	igibility category and only 1 box under that category):	
Documents Acceptable Proof for Eli	gibility:	
(choose 1 from each list A and		
☑ Supplemental Nutrition (SNAP/Food Stamps/Fo		Card
	Representative Name	Representative Signature
	59f346d7-1678-e511	-8e19-00155d00cf06

Version: 5.6

Release Date: September 2015

Attachment J Docket No. 17-TAGC-029-KSF Page 15 of 17



Lifeline Enrollment Application

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in TAG Wireless's Lifeline service program in your state. This Certification is only for the purpose of verifying your eligibility for Lifeline service and will not be used for any other purpose. Service requests will not be processed until this Form has been received and verified by Company.

One Lifeline service per household disclosures: Lifeline is a government assistance program and willfully making false statements to obtain a Lifeline benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Lifeline benefits are limited to a single line of service per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Note that not all Lifeline services are currently marketed under the name Lifeline. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person, including another eligible low-income consumer. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and potentially prosecution by the United States Government.

☑ I hereby certify, under penalty of perjury, that I have read and understood the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.

Customer eligibility certification:

I hereby certify that I participate in the following program:

Supplemental Nutrition Assistance Program (SNAP/Food Stamps/Food Assistance)

Personal Information:			
First Name:	Middle Name:	Last Nam	
DOB Month:	Day: Year:	Last Four SSN (or Tribal ID#):	
Residential Address (May not l	be a PO Box)	Contact Number (if available):	
Street address:		Apt:	
City:	State:	Zip Code:	
This address is (choose one): ☑	Permanent Temporary		
Billing Address (if different fro	m Above) (P.O. Box is pern	nitted)	
Street address:		Apt:	
City:	State:	Zip Code:	

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Multiple households sharing and address:

I hereby certify that I reside at an address occupied by multiple households, including adults who do not contribute income to my household and/or share in my household's expenses, and I will complete a separate additional form.

Activation and usage requirement disclosures: This service is a prepaid service and you must personally activate it by dialing 611 from your handset. To keep your account active, you must use your Lifeline service at least once during any 60 day period by completing an outbound call, purchasing additional minutes from Company, answering an in-bound call from someone other than the Company, or by responding to a direct contact from the Company confirming that you want to continue receiving Lifeline service from Company. If your service goes unused for 60 days, you will no longer be eligible for Lifeline benefits and your service will be suspended (allowing only 911 calls and calls to the Company's customer care center) subject to a 30 day cure period during which you may use the service (as described above) or contact the Company to confirm that you want to continue receiving Lifeline service from Company.

☑ I hereby certify that I have read and understood the disclosures listed above regarding activation and usage requirements.

Authorizations:

- ☑ I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (name, telephone number, address, date of birth, last 4 digits of SSN, amount of support being sought, means of qualification for support, and dates of service initiation and termination), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
- I understand I have the right to enroll in the Lifeline service using non-electronic methods. I further understand that I have the right to withdraw this consent at any time prior to activation of my service. The Company has advised me that I may request a paper copy of my contract and associated fees by calling 611 from my wireless handset.
- I hereby authorize the Company to send text messages to my Company provided wireless number about my Lifeline benefit. Text messages sent by the Company will not decrement my available wireless minutes or texts. Standard voice, data and text rates will apply to all messages to and from anyone other than the Company.

Additional certifications: I hereby certify, under penalty of perjury, that (check each box):

- I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required.
- I hereby certify that I participate in the following program Supplemental Nutrition Assistance Program (SNAP/Food Stamps/Food Assistance).
- I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- I am not listed as a dependent on another person's tax return (unless over the age of 60)
- The Residential Address listed above is my primary residence, not a second home or business
- If I move to a new address, I will provide that new address to the Company within 30 days
- If I provided a temporary residential address to the Company, I will verify my temporary residential address as required by law
- I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- The information contained in this certification form is true and correct to the best of my knowledge
- ☐ I reside on Federally-recognized Tribal lands
- I certify that no one in my household, including myself, is receiving a Lifeline-supported service from any other landline or wireless service provider.
- If TAG Wireless finds that I am already receiving a Lifeline discount benefit from another provider, I agree that I want to

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transfer my Lifeline discount benefit from that Lifeline provider to TAG Wireless. I understand that once the transfer is complete, I will lose my Lifeline Program benefit with any other Lifeline provider from which I am currently receiving a Lifeline discount. TAG Wireless has explained to me and I understand that I may not have multiple Lifeline Program benefits with the same or different providers.

By my signature immediately below, I hereby certify, under penalty of perjury, that the information contained in this certification form is true and correct to the best of my knowledge.

pplicant's Signature:		Date: 09/23/2015 04:24 PM
Occuments Acceptable Proof for Eligibility		
Choose 1 from each list A and B below Supplemental Nutrition Assist (SNAP/Food Stamps/Food As	ance Program ☑ Vision C	Card
	Representative Name	Representative Signature

Version: 5.6

Release Date: September 2015

Page 1 of 2

Request No. 32

Submitted By:

David Winter

Submitted To:

Mary Calderon

Company Name:

TAG Mobile

Docket Number:

17-TAGC-029-KSF

Request Date:

February 21, 2017

Date Information Needed: March 3, 2017

1 0 0047

Date information Needed. March 5, 201

RE: TAG Mobile Updated Response to DR No. 9 dated January 26, 2017`

Please provide the following information:

TAG provided its response to DR 9 on December 19, 2016 and supplemented the response on January 26, 2017. The screen images provided in the January 26th supplement shows different data than the data shown in the December 19th response.

a. Please explain why the screen images for the customers were modified.

TAG's RESPONSE: The screen images were incorrect because the systems were not updated. Therefore the system was modified to reflect accurate subscriber information.

b. Did TAG Mobile modify its billing system, with the change reflected in the screen images per TAG Mobile's January 26, 2017 response? If yes, when was the billing system modified? What other months was customer data changed?

TAG's RESPONSE: Yes, the system was modified in phases beginning in January 2017 through mid-February 2017.

c. Confirm which screen images (DR No. 9 responses dated December 19, 2016 or DR No. 9 responses dated January 26, 2017) would have been available to the Company's Lifeline subscribers either through their online account or via service provided by TAG Mobile's telephone customer service representative in January 2016.

TAG's RESPONSE: The screen images from DR No 9 dated December 19,2016 would have been available to TAG's customer service representative.

NOTE: If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Request No. 32

Verification of Response

I have read the foregoing Data Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to GVNW's auditor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Data Request.

Signed: _	Mary	Caldum	
Date: 3/9/	2017		

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Request No. 27

Submitted By:

David Winter

Submitted To:

Mary Calderon

Company Name:

TAG Mobile

Docket Number:

17-TAGC-029-KSF

Request Date:

January 31, 2017

Date Information Needed: February 10, 2017

RE: Subscriber Screenshots

Please Provide the Following Information:

a. Provide 10 subscriber screenshots for each month (20 total) for the months of February and July 2016.

NOTE: If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons. TAG's RESPONSE: Exhibit 'B' contains the subscriber screenshots requested.

Verification of Response

I have read the foregoing Data Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to GVNW's auditor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Data Request.

Signed: Jose Rocha

Date: 02/10/2017

Exhibit 'B'

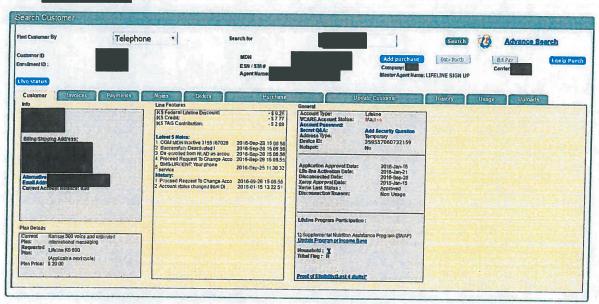
February 2016

VCare Account:

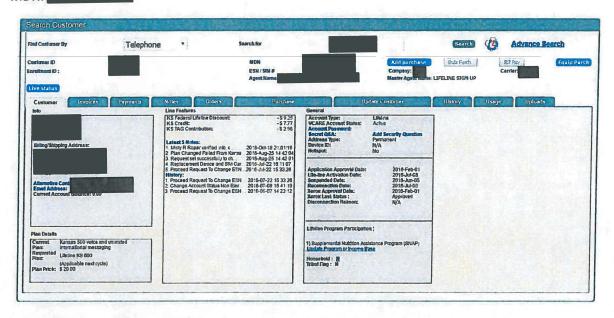
MDN:



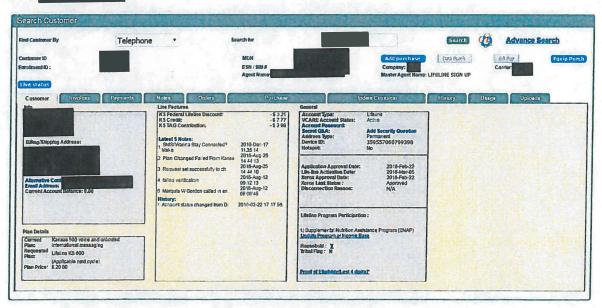
VCare Account:



MDN:



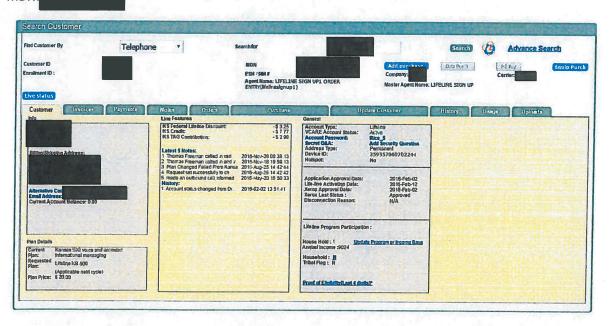
VCare Account:



MDN:



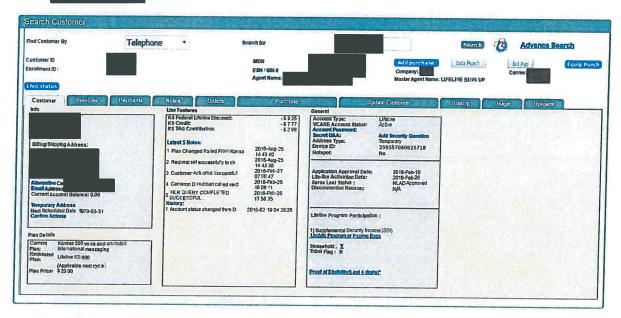
VCare Account:



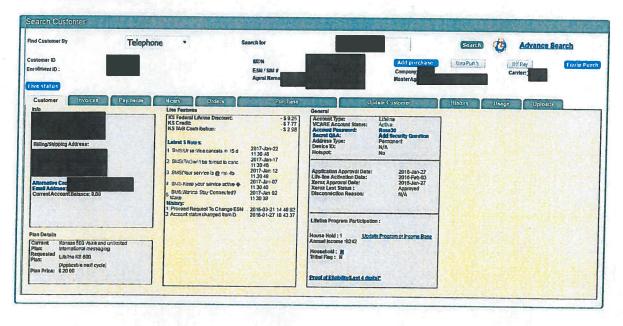
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VCare Account:

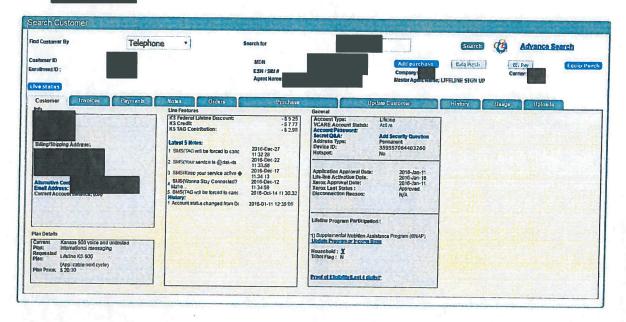
MDN:



VCare Account:



MDN:



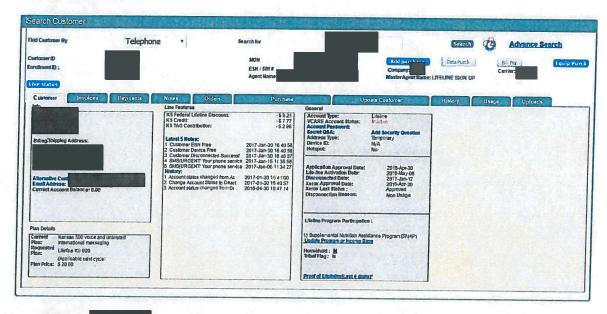
VCare Account:



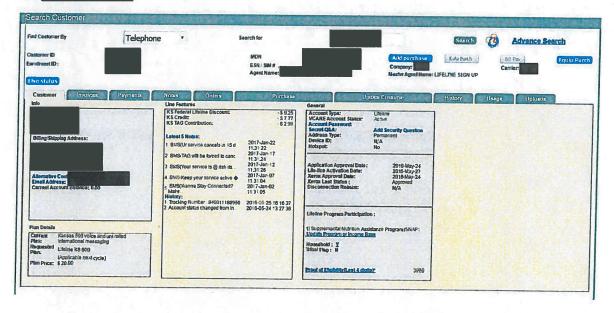
July 2016

VCare Account:

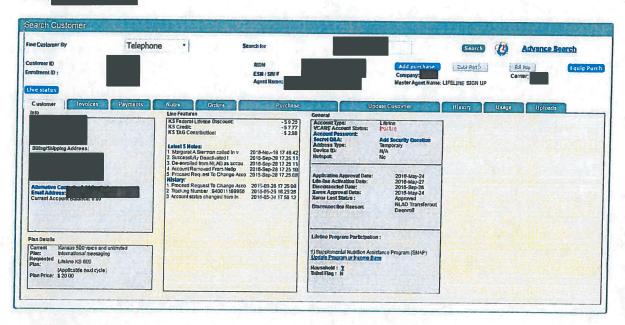
MDN:



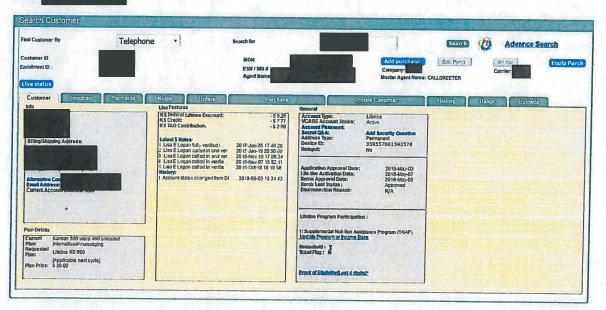
VCare Account



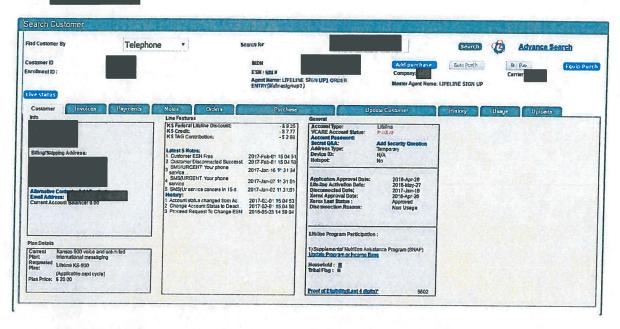
MDN:



VCare Account:



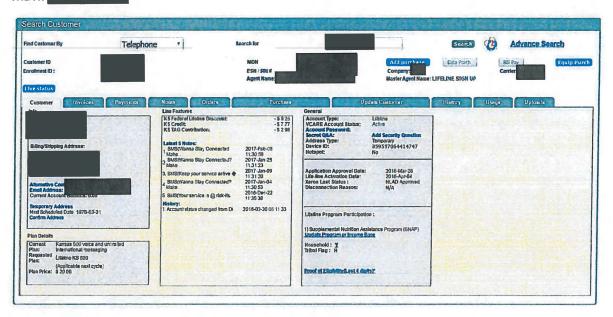
MDN:



VCare Account:



MDN:

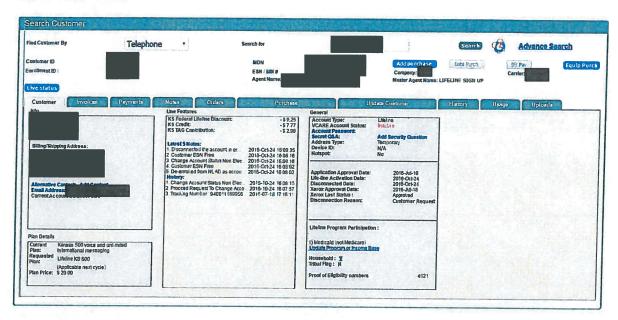


VCare Account: 2025193

MDN: 316-730-8148



MDN: 316-847-1939



VCare Account:



Request No. 47

Submitted By: David Winter

Submitted To: Jose Rocha

Sandra Rodriguez

Company Name: TAG Mobile

Docket Number: 17-TAGC-029-KSF

Request Date: April 12, 2017

Date Information Needed: April 24,

2017

RE: KUSF Data Request Nos. 34 - 35

Please provide the following

information:

The response to Data Request No. 34 states the screen images were modified for January and February 2016 due to the prior images being incorrect since TAG's systems were not updated.

a. When did TAG realize its systems were not updated?

TAG's Response:

On or about January 13, 2017 GVNW inquired about subscriber images depicting incorrect information. See Data Request No. 9(a) for reference.

b. What notification did TAG provide to its Lifeline subscribers to inform them that the prior billing and plan data viewed in the system was incorrect, and when was such notification provided?

TAG's Response:

TAG does not render bills to Lifeline subscribers as the plan is free.

c. Provide a copy of the notification sent to Lifeline subscribers to inform them of the billing system errors.

TAG's Response:

Not applicable since TAG doesn't render bills.

a. When did TAG implement the 600 minutes and global texting plan for its Kansas Lifeline subscribers and what was the effective date of when subscribers began to receive the 600 minutes?

TAG's Response:

TAG implemented the 600 minute and global texting plan for its Kansas subscribers on June 2016. The effective date of when subscribers began to receive the 600 minutes cannot be confirmed as the SME is no longer employed with the company.

b. Since the prior system showed 500 minutes of use, but TAG states that Kansas Lifeline subscribers have been provided 600 minutes, how did TAG ensure that each Lifeline subscriber was aware of, and allowed to use, the full 600 minutes.

TAG's Response:

TAG implemented the Kansas plan of 600 minutes and global text messages with the carrier and thus passed to the subscriber.

NOTE: If for some reason, the above information cannot be provided by the date requested, please provide a written explanation of those reasons.

Verification of Response

I have read the foregoing Data Request and answer(s) thereto and find answer(s) to be true, accurate, full and complete and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to GVNW's auditor any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Data Request.

Signed: Jose Rocha

Date: 4/28/2017

David G. Winter

From: Rick Hird <rhird@petefishlaw.com>

Sent: Friday, May 26, 2017 5:44 PM

To: David G. Winter

Cc: Rocha, Jose; Lateef, Ed; Frank Del Col; Gallion, Siao; Rodriguez, Sandra

Subject: KCC Docket 17-TAGC-029-KSF

Mr. Winter,

I serve as counsel for TAG Mobile, LLC (TAG). In accordance with your email to Sandra Rodriquez and Jose Rocha on 5/15/17, the following are TAG's responses to the KUSF Audit Report in KCC Docket 17-TAGC-029-KSF, dated May 15, 2017:

<u>FINDING NO. 1</u> TAG overstated the number of lines eligible for KLSP for January 2016, thereby over-accruing \$3,721.83 in KLSP credits.

RESPONSE: TAG agrees with the finding and will file the Revised Worksheet showing 3,303 lines.

<u>FINDING NO. 2</u> TAG did not report its facilities-based lines eligible to receive KLSP credits in service on the last day of the month...and over-collected \$22,652.50, which has been repaid.

RESPONSE: TAG agrees with the finding. TAG previously acknowledged the error and repaid the over-collected amount on November 22, 2015.

<u>FINDING NO. 3</u> TAG requested \$146,177.01 in KLSP credits for lines to which it did not directly provide service using either its own facilities or a combination of its own facilities and resale of another carrier's services (Selectel) for the months of March 2015 to January 2016.

RESPONSE: TAG concurs in part and disagrees in part with the finding. TAG has acknowledged that from April, 2015 to January, 2016, the Selectel traffic was not routed through TAG's switch. However, TAG did, and still does, maintain its "own facilities" for other Kansas traffic.

RESPONSE TO AUDITOR'S RECOMMENDATIONS:

- TAG should submit audit true-ups for March 2015 through January 2016. AGREED
- Repay \$97,925.31 AGREED, SUBJECT TO VERIFICATION OF THE EXACT AMOUNT DUE
- Reduce accrued KLSP credits by \$48,251.70 AGREED, SUBJECT TO VERIFICATION OF THE EXACT AMOUNT DUE
- Review December 2015 and January 2016 and issue a compliance report when corrected. AGREED

<u>FINDING NO. 4</u> TAG has not retained or adequately maintained its accounting and billing records for three years.

RESPONSE: TAG concurs in part and disagrees in part with the finding. TAG acknowledges that its prior record-keeping was inadequate to provide some of the information requested. Those deficiencies have been addressed and TAG will provide a full report of

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its policies and procedures to the Commission to demonstrate that the accounting and billing records comply with all requirements. TAG takes exception to the auditor's finding that TAG provided contradictory information and unreliable evidence, with the possible inference that same was intentional. To the contrary, TAG has provided all information as it has been discovered in the company's records by present management. There was no intent to provide contradictory information. TAG disagrees with the recommendation that the Commission consider the imposition of a penalty for non-compliance.

RESPONSE TO AUDITOR'S RECOMMENDATIONS:

- Submit an affidavit verifying when TAG began offering the 600 minutes and global messaging to Kansas subscribers. AGREED
- Reduce to writing its internal process and procedures regarding updating its accounting and billing systems and provide a copy to the Commission. AGREED
- Follow up audit for Operating year 21 (March 2017 February 2018). AGREED
- Commission should consider implementation of a penalty for noncompliance. DISAGREE

DELINQUENT KUSF \$3.85 – TAG AGREES TO PAY PROMPTLY

RESPONSE TO AUDITOR'S RECOMMENDATIONS (p.2 of Report):

- 1) Adopt findings of the audit.
 DISAGREE, IN PART, AS STATED ABOVE
- 2) Direct TAG to submit Audit True-ups for the period of March 2015 through January 2016 to reflect the audit findings and pay \$97,925.31 to the KUSP within 60 days of an order. AGREE, SUBJECT TO VERIFICATION OF EXACT AMOUNT DUE
- 3) Direct GVNW administrative personnel to reduce the accrued KLSP credits by \$51,973.53 for the months of December 2015 and January 2016.
 AGREE, SUBJECT TO VERIFICATION OF EXACT AMOUNT DUE
- 4) Direct that TAG be subject to an Operating Year 21 KUSF audit. AGREED
- 5) Require TAG to submit a copy of its written internal processes and procedures, accompanied by an affidavit executed by an officer of the Company, within a specified period of time. AGREED
- 6) Direct GVNW to submit a Compliance Report to the Commission. AGREED

Also, I checked the service list in the docket on the Commission's website and it does list Mr. Jose Rocha as the contact person for the company. If there is something more required, please let me know.

Please feel free to contact me if you have any questions. Thank you.

Rick Hird Counsel for TAG Mobile, LLC

Richard W. Hird Petefish, Immel, Hird, Johnson,

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Leibold & Sloan, LLP 842 Louisiana Lawrence, KS 66044 785-843-0450 office 785-766-3771 cell 785-843-0407 fax

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