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January 18, 2013

Via FedEx

Mr. Darrell Nitschke
Executive Secretary
Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, North Dakota 58505-0480



Re: Telrite Corporation d/b/a Life Wireless

Dear Mr. Nitschke:

Please find enclosed for filing on behalf of our client, Telrite Corporation d/b/a Life Wireless the original and seven (7) copies of the Company's Application for Designation as an Eligible Telecommunications Carrier in the State of North Dakota for the Limited Purpose of Offering Wireless Lifeline Service to Qualified Household (Low Income Only).

Please return a stamped "Filed" copy of the applications in the envelope provided. Should you have any questions or comments, please contact me or my assistant, Sherry Boyd (601) 949-4737. Thank you for your assistance.

Sincerely,

J. Andrew Gipson

JAG/ssb
Enclosures

cc: Brian Lisle

1 **PU-13-51** Filed: 1/18/2013 Pages: 104
**Application for Designation as an Eligible
Telecommunications Carrier**

Telrite Corporation
J. Andrew Gipson

JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

**BEFORE THE
NORTH DAKOTA PUBLIC SERVICE COMMISSION**

In the Matter of)
)
Application of Telrite Corporation d/b/a Life)
Wireless for Designation as an Eligible)
Telecommunications Carrier in the State of)
North Dakota for the Limited Purpose of Offering)
Wireless Lifeline Service to Qualified Households)
(Low Income Only))

Docket No. _____

**APPLICATION OF TELRITE CORPORATION D/B/A LIFE WIRELESS FOR
DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER IN THE
STATE OF NORTH DAKOTA FOR THE LIMITED PURPOSE OF OFFERING
WIRELESS LIFELINE SERVICE TO QUALIFIED HOUSEHOLDS**

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STATE OF NORTH DAKOTA FOR THE LIMITED PURPOSE OF OFFERING
WIRELESS SERVICE TO QUALIFIED HOUSEHOLDS**

COMES NOW Telrite Corporation d/b/a Life Wireless (“Telrite” or the “Company”) and, pursuant to the Federal Communications Act of 1934, as amended (the “Act”), 47 U.S.C. § 214(e), implementing rules of the Federal Communications Commission (“FCC”) and N.D. Cent Code § 49-21-01.7(12), hereby requests that the North Dakota Public Service Commission (the “Commission”) designate Telrite as an Eligible Telecommunications Carrier (“ETC”) in portions of the State of North Dakota (the “Service Area”) for the purpose of receiving federal low-income universal service support for prepaid wireless services, specifically Lifeline. Telrite does not at this time seek ETC designation (1) for the purpose of receiving federal universal service support for providing service to high-cost areas or (2) on a wireline basis.¹ A list of each exchange for which Telrite is requesting ETC status in the State of North Dakota is attached hereto as **Exhibit “A.”** Telrite respectfully requests that the Commission grant this Application

¹ Telrite seeks only Lifeline support from the low-income mechanism of the federal Universal Service Fund (“USF”) and is not seeking support from the high-cost support mechanism. ETC certification requirements related to the high-cost program are therefore not applicable to Telrite’s application.

and that it do so expeditiously so that Telrite may begin providing wireless Lifeline service to qualified low-income households at the earliest practicable time. In further support of its Application, Telrite states as follows:

INFORMATION REGARDING THE APPLICANT

1. Telrite is a Georgia corporation with its principal offices located at 4113 Monticello Street, Covington, Georgia 30014. Telrite's Articles of Incorporation are attached hereto as **Exhibit "B"**.

2. Telrite is a wireless ETC in the states of Illinois, Missouri, Arkansas, Louisiana, West Virginia, Georgia, Maryland, Minnesota, Rhode Island, Indiana, Oklahoma (being amended), South Carolina and Puerto Rico and has pending applications in Arizona, Kansas, Maine, Washington, Wisconsin, Pennsylvania, Mississippi, Massachusetts, Michigan, Texas and Utah. Telrite expects to file in several additional states in the near future.

3. Correspondence or communications pertaining to this Application should be directed to Telrite's attorney of record:

J. Andrew Gipson
Jones Walker, LLP
190 E. Capitol Street, Suite 800 (39201)
P. O. Box 427
Jackson, Mississippi 39205-0427
Telephone: (601) 949-4789
Facsimile: (601) 949-4804
E-mail: agipson@joneswalker.com

4. Questions concerning the ongoing operations of Telrite following certification should be directed to:

Brian Lisle, President
Telrite Corporation
1480 Terrell Mill Road, SE
Marietta, Georgia 30067
Telephone: 678-202-0812
Email: brian.lisle@telrite.com

BACKGROUND

5. As a result of the work and cooperation of federal and state regulators, the FCC has adopted a number of cost recovery policies and mechanisms designed to promote and maintain universal service. One key component of universal service is the availability of subsidies from the federal Universal Service Fund (“USF”), created by the Act. The USF was created, in part, to provide support to qualifying low-income communications end-users such as those serviced by Telrite. Mechanisms were also established to moderate the amount of costs to be recovered through basic, recurring charges to low-income users, thereby assisting efforts to maintain reasonable basic rate levels. Only a “common carrier” receiving designation as an ETC under 47 U.S.C. § 214 is eligible to receive subsidies from the federal USF. Wireless carriers are common carriers under federal law.² Common carriers that provide services consistent with the requirements of Section 214(e) may be deemed ETCs.³ Section 214(e)(2) of the Act⁴ provides that:

A State commission shall upon its own motion or upon request designate a common carrier that meets the requirements of paragraph (1) as an eligible telecommunications carrier for a service area designated by the State commission. Upon request and consistent with the public interest, convenience, and necessity, the State commission may, in the case of an area served by a rural telephone company, and shall, in the case of all other areas, designate more than one common carrier as an eligible telecommunications carrier for a service area designated by the State commission, so long as each additional requesting carrier meets the requirements of paragraph (1). Before designating an additional eligible telecommunications carrier for an area served by a rural telephone company, the State commission shall find that the designation is in the public interest.

² 47 U.S.C. § 332(c)(1).

³ 47 U.S.C. § 214(e)(6) provides that wireless carriers not otherwise subject to state commission jurisdiction shall be designated as ETCs if they meet the requirements of 47 U.S.C. § 214(e)(1) consistent with applicable federal and state law.

⁴ 47 U.S.C. § 214(e)(2).

Section 214(e)(1) of the Act⁵ provides:

A common carrier designated as an eligible telecommunications carrier under paragraph (2), (3), or (6) shall be eligible to receive universal service support in accordance with section 254 of this title and shall, throughout the service area for which the designation is received—

(A) offer the services that are supported by Federal universal service support mechanisms under section 254(c) of this title, either using its own facilities or a combination of its own facilities and resale of another carrier's services (including the services offered by another eligible telecommunications carrier); and

(B) advertise the availability of such services and the charges therefor using media of general distribution.

6. The FCC has promulgated rules governing ETC designations, set forth at 47 C.F.R. § 54.101, §§ 54.201-203, and §§ 54.205-207 (the "FCC Rules") to establish various requirements for carriers to obtain ETC status. Applicants seeking ETC status in North Dakota must address and satisfy each of the ETC designation criteria under the FCC Rules.

7. Pursuant to 47 U.S.C. § 214(e)(2), the Commission has the statutory authority to designate a common carrier as an ETC that offers the services supported by federal Universal Service Fund support mechanisms and advertises "the availability of such services and the charges therefore using media of general distribution."⁶

8. Telrite is a common carrier and reseller of commercial mobile radio service, and will offer all of the services and functionalities detailed in Section 54.101(a) of the FCC Rules and will provide competitive wireless services throughout its Service Area through resale of other carrier's services. The provision of services through resale of other carrier's services will ensure that Telrite can provide services to customers throughout the Service Area.⁷ As discussed in subsequent sections of this Application, Telrite filed a compliance plan with the FCC which

⁵ 47 U.S.C. § 214(e)(1).

⁶ 47 C.F.R. § 54.201(d)(2).

⁷ 47 C.F.R. § 54.101(a).

was approved in December, 2012. Additionally, Telrite will advertise the availability of such services and the charges for these services using media of general distribution and commits to continue to advertise the availability of its Lifeline program.

9. Further, as shown herein, Telrite meets the additional requirements set forth in the FCC Rules for obtaining ETC designation for purposes of receiving Lifeline funding support:⁸

(a) Certification of Telrite's compliance with the service requirements applicable to the support that it receives;

(b) Demonstration of Telrite's ability to remain functional in emergency situations, including a demonstration of possession of reasonable amount of back-up power to ensure functionality without an external power source, and ability to reroute traffic around damaged facilities, and capability of managing traffic spikes resulting from emergency situations;

(c) Demonstration that Telrite satisfies the applicable consumer protection and service quality standards;⁹

(d) Demonstration of Telrite's financial and technical capability of providing the Lifeline service in compliance with subpart E of the FCC's rules and regulations.¹⁰

(e) Submission of information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, including details on the number of minutes provided as part of the plan, additional charges, if any, for toll calls, and rates for each such plan; and

⁸ 47 C.F.R. § 54.202.

⁹ For wireless applicants compliance with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service satisfies this requirement.

¹⁰ 47 C.F.R. §§ 54.401 to 422.

(f) Demonstration that ETC designation is in the public interest.

10. Finally, designation of Telrite as an ETC on a wireless basis is in the public interest of the State of North Dakota and its low-income telecommunications end-users. Upon designation as an ETC, Telrite will make Lifeline service available to qualifying customers in the Service Area pursuant to the guidelines and requirements of the universal service program and 47 C.F.R. § 54.202.

**TELRITE MEETS THE REQUIREMENTS FOR DESIGNATION AS AN ETC TO
SERVE DESIGNATED NON-RURAL AREAS IN NORTH DAKOTA**

11. As demonstrated below, Telrite meets the requirements for ETC designation by the Commission pursuant to Section 214(e)(2) of the Act.¹¹ In addition, Telrite complies with the standards established by the FCC for determining whether applicants for ETC status serve the public interest.¹² The FCC has determined that applications for ETC status in “non-rural” areas are *per se* in the public interest.¹³

12. The Commission has jurisdiction to designate Telrite as an ETC. Pursuant to the provisions of Section 214(e)(2) of the Act, state commissions, such as this Commission, have primary responsibility for the designation of eligible telecommunications carriers under Section 214(e)(2). As shown in this Application, Telrite meets the requirements for designation as an

¹¹ 47 U.S.C. § 214(e)(2).

¹² See Federal-State Joint Board on Universal Service, *Report and Order*, CC Docket No. 96-45, 20 FCC Rcd 6371, ¶ 40-43 (Rel, March 17, 2005).

¹³ Federal-State Joint Board on Universal Service; Cellco Partnership d/b/a Bell Atlantic Mobile Petition for Designation as an Eligible Telecommunications Carrier, *Memorandum Opinion and Order*, CC Docket No. 96-45, 16 FCC Rcd 39, 45; -U 14 (Rel. Dec. 26, 2000) (hereinafter “*Cellco Partnership*”) (“For those areas served by non-rural telephone companies, such as the state of Delaware, we believe that designation of an additional ETC based upon a demonstration that the requesting carrier complies with the statutory eligibility obligations of section 214(e)(1) is *consistent per se with the public interest*. The carrier need make *no further showing* to satisfy this requirement.”) (emphasis added).

ETC in North Dakota. The Commission may and should grant Telrite's application for ETC status.

13. Telrite has the financial and technical capability to provide Lifeline service. As part of the Lifeline Reform Order, the FCC amended its rules to require a carrier seeking designation as a Lifeline-only ETC to demonstrate that it is financially and technically capable of providing the supported Lifeline service in compliance with all of the low-income program rules.¹⁴ Telrite satisfies these criteria.

14. Telrite has been offering Lifeline service to customers since October, 2010. Telrite also offers several other telecommunication services in addition to its Lifeline service. In 2011, the wireline services offered by Telrite produced substantial net income. This revenue was generated from more than 30,000 customers of Telrite's local and long distance service, which Telrite has been providing for over 10 years. In sum, Telrite has access to sufficient funds to run its business and is not solely dependent on reimbursements from the Fund. The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

15. Telrite attaches as **Exhibit "C"** a current list of its officers, along with biographical information for each, showing that it has the expertise necessary to provide the services specified herein.

16. Telrite will offer all required services and functionalities. Section 214(e)(1)(A) of the Act¹⁵ requires an ETC to offer the services that are supported by federal universal service support mechanisms under section 254(c). Effective December 29, 2011, pursuant to the

¹⁴ In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb 6 2012) ("Lifeline Reform Order").

¹⁵ 47 U.S.C. § 214(e)(1).

USF/ICC Transformation Order¹⁶, as further clarified by the USF/ICC Order on Reconsideration¹⁷, the FCC eliminated its former list of nine supported services and amended section 54.101(a) of its rules to specify that “voice telephony service” is supported by the federal universal service mechanisms. The amended Section 54.101(a) and its list of supported services reads as follows:

§ 54.101 Supported services for rural, insular and high cost areas.

(a) Services designated for support. Voice telephony service shall be supported by federal universal service support mechanisms. The functionalities of eligible voice telephony services include voice grade access to the public switched network or its functional equivalent; minutes of use for local service provided at no additional charge to end users; access to the emergency services provided by local government or other public safety organizations, such as 911 and enhanced 911, to the extent the local government in an eligible carrier’s service area has implemented 911 or enhanced 911 systems; and toll limitation for qualifying low-income consumers (as described in subpart E of this part).

17. Upon designation as an ETC in North Dakota, and consistent with state and federal policies favoring universal service, Telrite will offer voice telephony services as

¹⁶ In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011) (“USF/ICC Transformation Order”).

¹⁷ In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Order on Reconsideration, FCC 11-189 (rel. Dec. 23, 2011) (“USF/ICC Order on Reconsideration”).

described in the amended Section 54.101 of the FCC Rules.¹⁸ To the extent that the Commission continues to require ETCs to provide those services supported by federal universal service support mechanisms previously enumerated in 47 C.F.R. § 54.101(a), Telrite commits to continue to satisfy state voice service requirements.¹⁹

18. The Company also will provide access to emergency services provided by local government or public safety officials, including 911 and enhanced 911 (“E911”) where available and will comply with any Commission requirements regarding E911-compatible handsets. As discussed above, the Company will comply with the Commission’s forbearance grant conditions relating to the provision of 911 and E911 services and handsets. Telrite also commits to remit 911 revenues to local authorities. The Company commits to pay in a timely manner all applicable federal, state and local regulatory fees, including but not limited to universal service and E911 fees.²⁰

19. Telrite will not provide toll limitation service (“TLS”), which allows low-income consumers to avoid unexpected toll charges. However, since the Company is a prepaid service provider, customers cannot be disconnected for failure to pay toll charges, nor are there additional charges for exceeding their minutes. Further, the Company, like most wireless carriers, does not differentiate domestic long distance toll usage from local usage and all usage is paid for in advance. Pursuant to the Lifeline Reform Order, subscribers to such services are not considered to have voluntarily elected to receive TLS.²¹

¹⁸ 47 C.F.R. §§ 54.101(a).

¹⁹ USF/ICC Transformation Order at ¶ 82.

²⁰ See TracFone Wireless, Inc. Petition to Rescind State 911/E911 Condition, FCC Docket No. 96-45 (May 3, 2010).

²¹ Lifeline Reform Order at ¶ 230.

20. Telrite will provide wireless service through resale. Under Section 214(e)(1)(A) of the Act, an ETC must offer the services supported by federal universal service support mechanisms throughout its designated service area “either using its own facilities or a combination of its own facilities and resale of another carrier’s services.”²² In its Lifeline Reform Order, the FCC decided to forbear, on its own motion, from applying the facilities requirement of Section 214(e)(1)(A) to any telecommunications carrier that seeks limited ETC designation to participate in the Lifeline program, conditioned on the ETC’s compliance with certain 911 requirements and the ETC’s filing with and approval by the FCC of a compliance plan describing the ETC’s adherence to certain protections prescribed by the FCC (“Blanket Forbearance”).

21. Telrite seeks limited ETC designation in North Dakota to participate in the Lifeline program and has opted to pursue Blanket Forbearance. On December 19, 2012, Telrite filed its revised Compliance Plan (“Compliance Plan”) with the FCC and it was approved on December 26, 2012. A copy of the Approved Compliance Plan is attached hereto as **Exhibit “D”**.²³

22. Telrite, in its provision of wireless services, will offer resold services which Telrite will obtain from its underlying wireless provider, AT&T. This extended footprint allows Telrite to provide expanded coverage throughout otherwise underserved markets.

²² 47 U.S.C. § 214(e)(1)(A).

²³ The Company’s Compliance Plan filed with the FCC is a public document and subject to comment at the FCC, which has determined to treat the filing as a “permit-but-disclose” proceeding in accordance with the FCC’s *ex parte* rules, found at 47 C.F.R. §§ 1.1200 *et seq.* See, *FCC Public Notice DA 12-314*, WC Docket Nos. 09-197, 11-42, Released February 29, 2012.

23. Telrite has developed and implemented a diverse network that delivers all of the services required by the federal Lifeline guidelines, and employs AT&T to ensure ubiquitous coverage.

24. Through its service arrangements, Telrite is able to offer all of the services and functionalities supported by the universal service program, as detailed in Section 54.101(a) of the FCC Rules, throughout its Service Area.

25. Telrite will advertise the availability of the supported services. The FCC adopted specific requirements for Lifeline advertising in its Lifeline Reform Order with which the Company will comply.²⁴ Within the deadline provided in the Lifeline Reform Order, the Company will include the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service, (2) Lifeline is a government assistance program, (3) the service is non-transferable, (4) only eligible consumers may enroll in the program, (5) the program is limited to one discount per household; (6) documentation necessary for enrollment; (7) Telrite's name (the ETC); (8) notice that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program and (9) details of the Lifeline service offerings.²⁵ These statements will be included in all print, audio video and web materials (including social networking media) used to describe or enroll customers in the Company's Lifeline service offering, as well as the Company's application forms and certification forms.²⁶ This specifically includes the Company's website and outdoor signage.²⁷

²⁴ Lifeline Reform Order at ¶¶ 275-82.

²⁵ Lifeline Reform Order at ¶ 275.

²⁶ Id.

²⁷ Id.

26. Telrite is fully prepared to and will comply with state and federal requirements that it advertise the availability of its services throughout its Service Area using media of general distribution.²⁸ Telrite further commits that it will also publicize the availability of Lifeline service in a manner reasonably designed to reach those likely to qualify for the service.²⁹ Telrite specifically targets its advertising so as to reach its intended market base of low-income consumers who otherwise would be without service, or unaware of the program's availability and benefits. Accordingly, more low-income North Dakota residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to Telrite's service. A sample of Telrite's planned advertising is attached hereto as **Exhibit "E."**

27. N.D. Admin. Code § 69-09-05-12(6)(a) requires a full description of available services in the ETC's official telephone directory. However, Telrite does not have an official telephone directory and, thus, requests a permanent waiver from this requirement pursuant to N.D. Admin. Code § 69-09-05-12(2)(c).

ADDITIONAL ELIGIBILITY CRITERIA

28. The additional requirements for designation of ETCs were recently amended by the FCC. Effective April 2, 2012, 47 C.F.R. § 54.202 imposes a number of changed requirements in order to be designated an ETC under Section 214(e)(6). Telrite will comply with the requirements of 47 C.F.R. § 54.202, effective April 2, 2012.

29. Telrite will comply with service requirements. Per the requirements of 47 C.F.R. § 202(a)(1)(i) Telrite certifies that it will comply with the service requirements applicable to the

²⁸ 47 C.F.R. § 54.201(d)(2); N.D. Admin Code 69-09-05-12(6)(b).

²⁹ 47 C.F.R. §§ 54.405(b).

low-income support it receives as a result of designation as an ETC for purposes of receiving Lifeline. Telrite not only commits to provide service throughout its Service Area, but also commits to provide universal service in a timely manner to all customers who make a reasonable request for service pursuant to N.D. Admin. Code § 69-09-05-12(3)(a) and the FCC Rules.³⁰ If designated as a wireless ETC, Telrite will provide service throughout its Service Area through a combination of its own facilities and the resale of services. Pursuant to N.D. Admin. Code § 69-09-05-123(3)(a), Telrite commits to providing service on a timely basis to requesting customers within the Service Area where Telrite's network already passes the potential customer's premises. If the requesting customer is within the Service Area but outside Telrite's existing network coverage, Telrite will provide service within a reasonable period of time if such service can be provided at a reasonable cost by (1) modifying or replacing the requesting customer's equipment; (2) deploying a roof-mounted antenna or other equipment; (3) adjusting the nearest cell tower; (4) adjusting network or customer facilities; (5) reselling services from another carrier's facilities to provide service; or (6) employing, leasing or constructing an additional cell site, cell extender, repeater, or other similar equipment. Additionally, Telrite is willing to accept carrier of last resort obligations throughout the universal service areas in which Telrite is designated as an ETC by the Commission.

30. Telrite will comply with the consumer protection standards set by the FCC, including:

(a) Customer Proprietary Network Information - Telrite will satisfy all consumer privacy protection standards as provided in 47 C.F.R. § 64, Subpart U as applicable

³⁰ 47 C.F.R. § 54.202(a)(1) also requires the submission of a five-year plan demonstrating how high-cost universal service support will be used to improve the ETC's coverage, service quality and capacity. This requirement, however, is inapplicable to this application, since Telrite is not seeking high-cost assistance.

and will protect Customer Proprietary Network Information (“CPNI”) as required by state and federal law and will certify compliance with the same on an annual basis.

(b) Consumer Code for Wireless Service - Telrite certifies that it will comply with the Cellular Telecommunications and Internet Association’s (“CTIA”) Consumer Code for Wireless Service as required by 47 C.F.R. § 54.202(a)(3).

(c) General Compliance - Telrite commits to reporting information on consumer complaints per 1,000 lines on an annual basis consistent with the FCC’s USF Order.³¹ Telrite in general commits to satisfying all applicable state and federal requirements related to consumer protection and service quality standards.

31. Pursuant to N.D. Admin. Code § 69-09-05-12(3)(d), Telrite commits to compliance with the Cellular Telecommunications and Internet Association’s Consumer Code for Wireless Service.

32. As a reseller of other carriers’ wireless services, Telrite is able to offer service of the same quality and reliability as the underlying vendors. Telrite cannot guarantee that customers will never experience service disruptions, however, Telrite’s underlying carrier agreements allow its service to be as reliable as any other wireless service that must deal with atmospheric and other conditions that sometimes result in dropped calls.

33. Further, under the FCC Rules and N.D. Admin. Code § 69-09-05-12(3)(c), an ETC applicant must demonstrate its ability to remain functional in emergency situations.³² Since Telrite is providing service to its customers through the use of facilities obtained from another carriers it is able to provide to its customers the same ability to remain functional in emergency

³¹ Federal-State Joint Board on Universal Service, First Report and Order, 12 FCC Rcd 8776 at ¶ 4 (1997) (“USF Order”).

³² 47 C.F.R. § 54.202(a)(2).

situations as currently provided by the carriers to their own customers, including access to a reasonable amount of back-up power to ensure functionality without an external power source, re-routing of traffic around damaged facilities, and the capability of managing traffic spikes resulting from emergency situations. Facilities owned by Telrite are capable of remaining fully functional with generator back-up as described above.

**DESIGNATION OF TELRITE AS AN ETC IN THE STATE OF NORTH DAKOTA
SERVES THE PUBLIC INTEREST**

34. Telrite will provide competitive wireless services throughout its Service Area in the State of North Dakota. Telrite is a reseller of commercial mobile radio service, and will offer all of the services and functionalities detailed in Section 54.101(a) of the FCC Rules and will provide competitive wireless services throughout its Service Area through resale of other carriers' services. The provision of services through resale of other carriers' services will ensure that Telrite can provide services to customers throughout the Service Area.³³

35. Wireless ETC's *per se* promote the public interest. The FCC has determined that while "[d]esignation of competitive ETCs promotes and benefits consumers...by increasing customer choice," designation must include "an affirmative determination that such designation is in the public interest regardless of whether the applicant seeks designation in an area served by a rural or non-rural carrier."³⁴ In areas served by non-rural ILECs, the Act does not require a separate public interest finding. The FCC has previously held that designating a competitor as an ETC in areas served by non-rural ILECs is *per se* in the public interest.³⁵

³³ 47 C.F.R. § 54.101(a).

³⁴ See Federal-State Joint Board on Universal Service, 20 FCC Rcd 6371, ¶ 42 (2005).

³⁵ See *Cellco Partnership*, 16 FCC Rcd, at 45.

36. Telrite seeks designation as an ETC in non-rural North Dakota. Although Telrite is seeking ETC designation in areas typically served by wireline carriers, Telrite's designation as an ETC will provide a valuable alternative to the existing telecommunications services currently available in these areas.

37. The public interest benefits of designating Telrite as an ETC include 1) a larger local calling area and expanded coverage area via multiple underlying carriers (as compared to traditional wireline carriers and single wireless carriers); 2) the convenience, portability, and security afforded by mobile telephone service; 3) the opportunity for customers to control cost by receiving a pre-set amount of flat-rate monthly airtime; 4) the ability to purchase additional low-cost usage at multiple convenient locations in the event that included usage has been exhausted; 5) the ability of users to use the supported service to send and receive "SMS" or text messages as well as the option to send data and access the public internet; and 6) 911 and, where available, enhanced 911 service in accordance with current FCC requirements. In addition, the inclusion of domestic telephone toll calling as a part of Telrite's flat-rate wireless offering allows consumers to avoid the risks of becoming burdened with significant and unexpected per-minute charges for domestic telephone toll and overage charges. These per-minute overruns form the basis of a substantial number of consumer complaints to state and federal regulators. Accordingly, Telrite's offerings will help to reduce this burden on public utility regulatory boards by obviating the cause for such complaints.

38. The FCC has also identified factors that are to be considered in determining whether designation of additional ETCs will serve the public interest and whether the benefits of an additional ETC would outweigh potential harms. These factors include: 1) the benefits of

increased competitive choice; and 2) the unique advantages of the applicant company's service offerings.³⁶ Telrite affirms that its ETC designation meets these criteria as described below.

The Benefits of Increased Competitive Choice

39. The FCC has long acknowledged the benefits to consumers of being able to choose from a variety of telecommunications providers and the resulting variety of telecommunications services they provide.³⁷ This is of particular interest in cases where wireless providers like Telrite seek to provide service as an alternative to the ILEC. In the *Highland Cellular* case, the FCC recognized and affirmed that some households may not have access to the public switched network as provided by the ILEC.³⁸ The availability of a wireless competitor benefits all consumers. The availability of a wireless competitor benefits consumers who routinely drive long distances to attend work or school or to accomplish everyday tasks such as shopping or attending community and social events. The wireless service offered by Telrite will provide these consumers with a convenient and affordable alternative to traditional telecommunications service that can be used while at home and away from home.

40. Added together, Telrite expects these additional competitive advantages to create an atmosphere that will cause many qualified consumers, at their option, to select Telrite's low-income wireless Lifeline service in lieu of the more traditional wireline or wireless services.

41. Designation of Telrite as an ETC also creates competitive pressure for other wireline and wireless providers within the proposed service areas. In order to remain competitive in low-income markets, therefore, all carriers will have greater incentives to improve

³⁶ 47 U.S.C. § 54.202(c).

³⁷ See e.g. *Specialized Common Carrier Services*, 29 FCC2d 870 (1971).

³⁸ Federal-State Joint Bd. on Universal Serv., *Highland Cellular, Inc.*, *Memorandum Opinion and Order*, 19 F.C.C.R. 6422 (2004).

networks, increase service offerings and lower prices. This results in improved consumer services and, consistent with federal law, benefits consumers by allowing Telrite to offer the services designated for support at rates that are “just, reasonable, and affordable.”³⁹

Unique Advantages of Telrite’s Service Offerings

42. Telrite will offer a unique, easy to use, competitive and highly affordable wireless telecommunications service, which it will make available to qualified consumers who either have no other service alternatives or who choose a wireless prepaid solution in lieu of more traditional services. Telrite’s standard customer terms and conditions in connection with its wireless service offering can be found at www.lifewireless.com.

43. Telrite will announce and advertise telecommunications services as an ETC in its Service Area and will publicize the availability of Lifeline services in a manner reasonably designed to reach those likely to qualify for those services. Accordingly, more low-income North Dakota residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to Telrite’s service. A sample of Telrite’s planned advertising is attached hereto as **Exhibit “E.”**

44. Telrite will provide universal service as an ETC in all of its Service Area.

45. Telrite is willing to accept carrier of last resort obligations throughout the universal service areas in which Telrite is designated as an ETC by the Commission.

46. Telrite will provide equal access to long distance carriers, to the extent to which it is able to do so. Telrite acknowledges that the FCC may require it to provide equal access to long-distance carriers in the event no other ETC is providing equal access within the Service Area.

³⁹ 47 U.S.C. § 254(b)(1).

47. Telrite offers a local usage plan comparable to that offered by the ILEC in the Service Area for which it seeks designation.

Telrite Prepaid Wireless Lifeline Plan

48. Telrite will offer qualified consumers their choice of one of two Lifeline Service Plans. Lifeline is a component of one of four separate federal Universal Service Fund mechanisms⁴⁰ known as the “low-income support mechanism”⁴¹ and is defined in 47 C.F.R. § 54.401 as “a non-transferable retail local service offering” “for which qualifying low-income consumers pay reduced charges” and “[t]hat provides voice telephony service as specified in § 54.101(a).”⁴² Telrite offers customers an alternative plan that permits a customer to make calls a specified number of minutes of use to place and receive calls throughout the country. Telrite’s Lifeline offerings will go beyond those of other wireless providers, as well as those of ILECs in a very important respect: Telrite’s Lifeline customers will receive as part of Lifeline service specified amounts of free wireless service and a free handset. That is, Lifeline customers will be able to use Telrite’s service to initiate and receive specified amounts of wireless calling -- local and long distance with no charge to the customers and with no cost for obtaining a handset.

49. Telrite will provide qualified Lifeline customers in North Dakota with their choice of 125 or 250 anytime prepaid minutes per month at no charge. Minutes do not expire for 125 minute plan and unused minutes are rolled over to the next month. Unused minutes for the 250 minute plan do not roll over. Text messaging is available at the rate of:

- (a) 125 Minute Plan with rollover and 3 SMS per voice minute; and

⁴⁰ 47 C.F.R. § 54.8(a)(1); See “Definitions” at second sentence.

⁴¹ 47 C.F.R. § 54.8(a)(1); See “Definitions” at first sentence.

⁴² 47 C.F.R. §§ 54.401(a); 54.401(a)(1); 54.401(a)(2); 54.405(a).

- (b) 250 Minute Plan without rollover and 3 SMS per voice minute.

50. Lifeline customers can purchase additional bundles of minutes in denominations of \$5.00, \$10.00, \$4.95, \$7.95, \$12.95, \$21.49 and \$29.95.⁴³ Airtime, when used for standard cellular calls, is valued at and will be decremented at the following rates:

- (a) \$5.00 denomination – 60 minutes (\$0.083 per minute) of use;
- (b) \$10.00 denomination – 130 minutes (\$0.077 per minute) of use;
- (c) \$4.95 denomination – 1 day Unlimited Talk and SMS;
- (d) \$7.95 denomination - 3 day Unlimited Talk and SMS;
- (e) \$12.95 denomination – 7 Day Unlimited Talk and SMS;
- (f) \$21.49 denomination – 14 Day Unlimited Talk and SMS;
- (g) \$29.95 denomination – 30 Day Unlimited Talk and SMS

51. Airtime “top-up” minutes are available for purchase at the Company’s retail locations, through any Money Gram location and on the Company’s website.⁴⁴ Additional information regarding the Company’s plans, rates and services can be found on its website: www.lifewireless.com. In addition to free voice services, Telrite’s Lifeline plan will include custom calling features at no charge, including Caller ID, Call Waiting, Call Forwarding, 3-Way Calling, Voice Mail, No Roaming charges and free access to Customer Care by dialing 611 from customers’ Life Wireless handset or by dialing 1-888-543-3620 from any wireline phone. All plans include domestic long-distance at no extra per minute charge. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. The terms and conditions of its voice telephony service plans offered to Lifeline subscribers are detailed in

⁴³ The \$29.95 rate for unlimited talk and text is available only to Life Wireless customers that purchase online or by calling Telrite customer service. The retail rate available in stores is \$42.95, which is set to be reduced to a yet undetermined rate.

⁴⁴ Top-up minutes are provided using the PureTalk USA and Pure Unlimited brands, by Puretalk Holdings, LLC, a sister company of Telrite with common ownership, though not technically an affiliate.

the Compliance Plan attached hereto as **Exhibit “D”** and on the Terms of Service attached hereto as **Exhibit “F”**.

52. Under Telrite’s proposed low-income wireless offering, each eligible wireless customer will receive a 911 compliant handset at no cost to the subscriber. Wireless handsets will be delivered at no charge to qualifying customers, service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline.

53. Telrite reiterates that it is applying for ETC designation solely for the purpose of providing Lifeline discounts to qualified low-income consumers and to seek reimbursement for the same and will not seek or accept high-cost support. Under the FCC Rules, an ETC applicant must submit a five-year plan that describes with specificity the proposed improvements or upgrades to the applicant’s network on a wire-center-by-wire-center basis throughout its proposed Service Area. The only circumstance warranting deviation from this requirement is where an applicant’s requested ETC serving territory would qualify it to receive no “high cost” USF support, but only “low income” USF support. Because Telrite seeks ETC designation solely for purposes of reimbursement for provision of subsidized Lifeline services to eligible customers, submission of a five-year network improvement plan is not required at this time. Since Lifeline support is designed to reduce the monthly cost of telecommunication services for eligible consumers, is distributed on a per-customer basis, and is directly reflected in the price that the eligible customer pays, it is assured that all support received by the carrier is used to provide Lifeline services to consumers, thus promoting Lifeline and the availability of telephone service to low-income users, which is clearly in the public interest. In addition, designation of Telrite as an ETC will not pose any adverse effect in the growth in the high-cost portions of the

USF, nor will it create or contribute to an erosion of high-cost funding from any rural or non-rural telephone company.

54. The FCC reaffirmed this position when it stated that “the potential growth of the fund associated with high-cost support distributed to competitive ETCs” is not relevant to carriers seeking support associated with the low-income program.⁴⁵

55. The FCC also recognized that the total effect of additional low-income-only ETC designations would have a minimal impact on the fund when it stated that “any increase in the size of the fund would be minimal and would be outweighed by the benefit of increasing eligible participation in the Lifeline program, furthering the statutory goal of providing access to low-income consumers.”⁴⁶

56. It is also vital to recognize that in the case of Lifeline support, an ETC receives USF support *only* for the customers it obtains. In the scenario where a competitive ETC obtains a Lifeline customer from another ETC, only the “capturing” ETC provides Lifeline discounts and as a result, only the “capturing” ETC receives support reimbursement.

57. In addition, all providers are required to contribute a portion of the interstate revenues received from their customers to the Universal Service Fund. In accordance with current federal regulations, Telrite will make contributions based on that portion of its revenue that is determined to be interstate. As such, approving Telrite as an ETC will actually create contributions to the USF that were previously non-existent.

58. Designation of Telrite as an ETC benefits the public interest of low-income consumers throughout Telrite’s Service Area. Approval of Telrite’s ETC Application will serve

⁴⁵ Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(i), CC Docket No. 96-45, Order, 20 FCC Rcd 15095 (2005) (“TracFone Forbearance Order”) at ¶ 17.

⁴⁶ TracFone Forbearance Order, at ¶ 17.

the public interest by increasing participation of qualified consumers in the Lifeline program in the State of North Dakota. It will also increase the number of carriers eligible for federal USF support, thereby proportionately increasing the amount of federal USF dollars available to North Dakota consumers. Granting ETC status to Telrite will contribute to more North Dakota residents receiving Lifeline, thereby increasing the amount of federal USF dollars flowing into and thereby benefiting North Dakota residents. In short, North Dakota residents will get more of their money back.

59. The Lifeline service offered by Telrite also provides important benefits that are especially needed by low-income North Dakota residents in this time of economic downturn. As the Commission is aware, the Dow Jones Average, a primary indicator of the health of the economy, has been at low ebb for a considerable period of time. Savings accounts, upon which many depend for emergencies and retirement, have significantly eroded. The availability of a mobile telephone will be critical to the efforts of the unemployed as they search for other employment opportunities. Without a regular paycheck, wireless telephone service would become a luxury beyond the means of many of those persons.

60. Telrite's Lifeline program will enable thousands of residents to obtain wireless service which would otherwise be unavailable to them. The economic circumstances indicate that low-income individuals, now more than ever, can greatly benefit from the advantages offered by Telrite's Lifeline service thus allowing those adversely impacted by the failing economy or job loss to have access to a free wireless service to assist in emergency situations, facilitate job search efforts, and to maintain contact with family members.

61. It is also a commonly accepted fact that in today's market, qualified Lifeline customers view the portability and convenience of wireless service not as a luxury, but as a

necessity. Mobile service allows children to reach their parents, wherever they may be, allows a person seeking employment the ability to be contacted by potential employers, and provides end users with the ability to contact emergency service providers, regardless of location.

62. Finally, designation of Telrite as a wireless ETC will serve the public interest by furthering the extensive role that Telrite believes it will play in the provision of communications service to low-income consumers, transient users, and other consumers who, due to the restrictive credit criteria, deposit requirements, and long-term commitments of wireline and traditional wireless service providers, are without a viable alternative and are likely to remain so.

63. Telrite will comply with the uniform eligibility criteria established in new section 54.409 of the FCC Rules.⁴⁷ Therefore, all subscribers will be required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; (2) the household's participation in one of the federal assistance programs listed in new section 54.409(a)(2); or (3) meeting eligibility criteria established by North Dakota for its residents, provided such criteria are based solely on income or factors directly related to income per new section 54.409(a)(3) of the FCC Rules. In addition, the Company will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

64. Telrite will implement certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the Lifeline Reform Order, together with any additional state certification requirements.⁴⁸ Consistent with federal requirements, Telrite requires customers to certify at the time of service activation

⁴⁷ 47 C.F.R. § 54.409 (effective June 1, 2012).

⁴⁸ Lifeline Reform Order at ¶61; 47 C.F.R. § 54.410(a).

and annually thereafter that they: 1) are the head of household; 2) participate in one of the state-approved means tested programs; 3) will be receiving Lifeline-supported services only from Telrite; 4) do not currently receive Lifeline support; and 5) will notify Telrite in the event that they no longer participate in the qualifying program.

65. If Telrite has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, the Company will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.⁴⁹ A demonstration of eligibility must comply with the annual verification procedures found in Section 54.410(f), including the submission of a certification form.⁵⁰

66. Furthermore, Telrite commits to comply with the FCC's 60-day non-usage policy, as described in the Lifeline Reform Order.⁵¹

TELRITE WILL COMPLY WITH ALL ANNUAL REPORTING REQUIREMENTS

67. Consistent with the requirements of 47 C.F.R. § 54.422 (effective April 2, 2012) and N.D. Admin. Code 69-09-05-12.1, Telrite will comply with state and federal annual reporting requirements:

(a) As required by 47 C.F.R. § 54.422(b)(1) and N.D. Admin. Code § 69-09-05-12.1(2), Telrite will report, on an annual basis, "any outage in the prior calendar year, as that term is defined in 47 C.F.R. 4.5, of at least 30 minutes in duration" that potentially affects 1) at least ten percent of the end users served in a designated service area; or 2) a 911 special facility.

⁴⁹ Lifeline Reform Order at ¶ 143; 47 C.F.R. § 54.405(e)(1).

⁵⁰ 47 C.F.R. §54.410 (effective April 2, 2012).

⁵¹ Lifeline Reform Order at ¶¶ 257-63.

The report will include 1) the date and time of the onset of the outage; 2) a brief description of the outage and its resolution; 3) the particular services affected 4) the geographic areas affected; 4) the steps taken to prevent a similar situation in the future; and 5) the number of customers affected.

(b) Consistent with the requirements of 47 C.F.R. § 54.422(b)(2) and N.D. Admin. Code § 69-09-05-12.1(4), Telrite will annually report the number of complaints received by Telrite from the FCC, this Commission, or the Better Business Bureau, per 1,000 connections.

(c) As required by 47 C.F.R. § 54.422(b)(3) and N.D. Admin. Code § 69-09-05-12.1(5), Telrite will certify its continuing compliance with all applicable service quality standards and consumer protection rules.

(d) Consistent with the requirement of 47 C.F.R. § 54.422(b)(4) and N.D. Admin. Code § 69-09-05-12.1(6), Telrite will certify, on an annual basis, its continued ability to remain functional in emergency situations.

(e) Consistent with the requirement of 47 C.F.R. § 54.422(b)(5), Telrite will annually provide information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, including (i) the number of minutes provided, (ii) additional charges, if any, for toll calls, and (iii) rates for each plan.

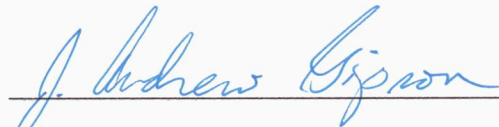
(f) As required by N.D. Admin. Code § 69-09-05-12.1(3), Telrite will annually report the number of requests for service from potential customers within the Service Area that were unfulfilled during the past year with an explanation of how Telrite attempted to provide service to those potential customers.

(g) As required by N.D. Admin. Code § 69-09-05-12.1(7), Telrite will certify annually that it is offering a local usage plan comparable to that offered by the incumbent local exchange company in the Service Area.

(h) As required by N.D. Admin. Code § 69-09-05-12.1(8), Telrite will acknowledge annually that the Commission may require Telrite to provide equal access to long-distance carriers in the event that no other ETC is providing equal access within the Service Area and further acknowledge that the FCC may require Telrite to provide equal access to long-distance carriers in the event no other ETC is providing equal access within the Service Area.

WHEREFORE, premises considered, having demonstrated herein that Telrite satisfies all the conditions of eligibility necessary for designation as an ETC in North Dakota, and having shown that the public and universal service interests of the telecommunications consumers of the State of North Dakota will be properly served, Telrite respectfully requests that the Commission promptly grant this Application and designate Telrite Corporation d/b/a Life Wireless as a wireless eligible telecommunications carrier.

Respectfully Submitted,

By:  _____

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Wireless*

ATTESTATION


STATE OF GEORGIA

COUNTY OF COBB

I, Brian Lisle, President of TELRITE CORPORATION D/B/A LIFE WIRELESS ("Telrite"), state under penalty of perjury:

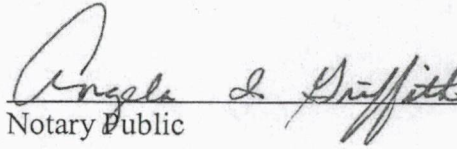
1. I am an officer authorized to act on behalf of Telrite.

2. The foregoing statements in the PETITION OF TELRITE CORPORATE D/B/A LIFE WIRELESS FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER FOR THE LIMITED PURPOSE OF OFFERING LIFELINE SERVICE TO QUALIFYING HOUSEHOLDS are true, accurate, and correct to the best of my knowledge, information and belief.



Brian Lisle

SWORN TO AND SUBSCRIBED before me on this the 10th day of January, 2013.



Notary Public

My Commission Expires:
Notary Public, Cobb County, Georgia
My Commission Expires July 2, 2015



EXHIBITS

- Exhibit A - Exchanges
- Exhibit B - Articles of Incorporation
- Exhibit C - Officers
- Exhibit D - Compliance Plan
- Exhibit E - Sample Advertising
- Exhibit F - Terms of Service

EXHIBIT "A"
EXCHANGES

ZIP CODE	CITY	COUNTY	STATE	RATE CENTER SERVICE AREA	RATE CENTER DESCRIPTION
58621	BEACH	Golden Valley	ND	005969006202	BEACH ND
58654	SENTINEL BUTTE	Golden Valley	ND	005969006202	BEACH ND
58523	BEULAH	Mercer	ND	005796005907	BEULAH ND
58631	GLEN ULLIN	Morton	ND	005796005907	BEULAH ND
58541	GOLDEN VALLEY	Mercer	ND	005796005907	BEULAH ND
58545	HAZEN	Mercer	ND	005796005907	BEULAH ND
58638	HEBRON	Morton	ND	005796005907	BEULAH ND
58639	HETTINGER	Adams	ND	005796005907	BEULAH ND
58649	REEDER	Adams	ND	005796005907	BEULAH ND
58580	ZAP	Mercer	ND	005796005907	BEULAH ND
58520	ALMONT	Morton	ND	005840005736	BISMARCK ND
58521	BALDWIN	Burleigh	ND	005840005736	BISMARCK ND
58501	BISMARCK	Burleigh	ND	005840005736	BISMARCK ND
58502	BISMARCK	Burleigh	ND	005840005736	BISMARCK ND
58503	BISMARCK	Burleigh	ND	005840005736	BISMARCK ND
58504	BISMARCK	Burleigh	ND	005840005736	BISMARCK ND
58505	BISMARCK	Burleigh	ND	005840005736	BISMARCK ND
58506	BISMARCK	Burleigh	ND	005840005736	BISMARCK ND
58507	BISMARCK	Burleigh	ND	005840005736	BISMARCK ND
58529	CARSON	Grant	ND	005840005736	BISMARCK ND
58535	FLASHER	Morton	ND	005840005736	BISMARCK ND
58554	MANDAN	Morton	ND	005840005736	BISMARCK ND
58563	NEW SALEM	Morton	ND	005840005736	BISMARCK ND
58564	RALEIGH	Grant	ND	005840005736	BISMARCK ND
58566	SAINT ANTHONY	Morton	ND	005840005736	BISMARCK ND
58569	SHIELDS	Grant	ND	005840005736	BISMARCK ND
58318	BOTTINEAU	Bottineau	ND	005411005833	BOTTINEAU ND
58748	KRAMER	Bottineau	ND	005411005833	BOTTINEAU ND
58783	SOURIS	Bottineau	ND	005411005833	BOTTINEAU ND
58384	WILLOW CITY	Bottineau	ND	005411005833	BOTTINEAU ND
58721	BOWBELLS	Burke	ND	005501006078	BOWBELLS ND
58727	COLUMBUS	Burke	ND	005501006078	BOWBELLS ND
58737	FLAXTON	Burke	ND	005501006078	BOWBELLS ND
58752	LIGNITE	Burke	ND	005501006078	BOWBELLS ND
58772	PORTAL	Burke	ND	005501006078	BOWBELLS ND
58773	POWERS LAKE	Burke	ND	005501006078	BOWBELLS ND
58620	AMIDON	Slope	ND	006093006066	BOWMAN ND
58623	BOWMAN	Bowman	ND	006093006066	BOWMAN ND
58643	MARMARTH	Slope	ND	006093006066	BOWMAN ND
58653	SCRANTON	Bowman	ND	006093006066	BOWMAN ND
58317	BISBEE	Towner	ND	005419005639	CANDO ND
58323	CALVIN	Cavalier	ND	005419005639	CANDO ND
58324	CANDO	Towner	ND	005419005639	CANDO ND
58325	CHURCHS FERRY	Ramsey	ND	005419005639	CANDO ND
58331	EGELAND	Towner	ND	005419005639	CANDO ND
58332	ESMOND	Benson	ND	005419005639	CANDO ND
58339	HANSBORO	Towner	ND	005419005639	CANDO ND
58343	KNOX	Benson	ND	005419005639	CANDO ND
58346	LEEDS	Benson	ND	005419005639	CANDO ND
58363	PERTH	Towner	ND	005419005639	CANDO ND
58365	ROCKLAKE	Towner	ND	005419005639	CANDO ND
58372	SARLES	Cavalier	ND	005419005639	CANDO ND
58386	YORK	Benson	ND	005419005639	CANDO ND
58421	CARRINGTON	Foster	ND	005625005551	CARRINGTON ND
58443	GLENFIELD	Foster	ND	005625005551	CARRINGTON ND
58445	GRACE CITY	Foster	ND	005625005551	CARRINGTON ND
58464	MCHENRY	Foster	ND	005625005551	CARRINGTON ND

ZIP CODE	CITY	COUNTY	STATE	RATE CENTER SERVICE AREA	RATE CENTER DESCRIPTION
58002	ABSARAKA	Cass	ND	005633005241	CASSELTON ND
58004	AMENIA	Cass	ND	005633005241	CASSELTON ND
58006	ARTHUR	Cass	ND	005633005241	CASSELTON ND
58007	AYR	Cass	ND	005633005241	CASSELTON ND
58011	BUFFALO	Cass	ND	005633005241	CASSELTON ND
58012	CASSELTON	Cass	ND	005633005241	CASSELTON ND
58029	ERIE	Cass	ND	005633005241	CASSELTON ND
58031	FINGAL	Barnes	ND	005633005241	CASSELTON ND
58052	LEONARD	Cass	ND	005633005241	CASSELTON ND
58059	MAPLETON	Cass	ND	005633005241	CASSELTON ND
58064	PAGE	Cass	ND	005633005241	CASSELTON ND
58079	WHEATLAND	Cass	ND	005633005241	CASSELTON ND
58216	BATHGATE	Pembina	ND	005275005449	CAVALIER ND
58220	CAVALIER	Pembina	ND	005275005449	CAVALIER ND
58222	CRYSTAL	Pembina	ND	005275005449	CAVALIER ND
58225	DRAYTON	Pembina	ND	005275005449	CAVALIER ND
58236	GLASSTON	Pembina	ND	005275005449	CAVALIER ND
58238	HAMILTON	Pembina	ND	005275005449	CAVALIER ND
58241	HENSEL	Pembina	ND	005275005449	CAVALIER ND
58265	NECHE	Pembina	ND	005275005449	CAVALIER ND
58271	PEMBINA	Pembina	ND	005275005449	CAVALIER ND
58276	SAINT THOMAS	Pembina	ND	005275005449	CAVALIER ND
58282	WALHALLA	Pembina	ND	005275005449	CAVALIER ND
58530	CENTER	Oliver	ND	005802005831	CENTER ND
58533	ELGIN	Grant	ND	005802005831	CENTER ND
58562	NEW LEIPZIG	Grant	ND	005802005831	CENTER ND
58571	STANTON	Mercer	ND	005802005831	CENTER ND
58416	BINFORD	Griggs	ND	005574005410	COOPERSTN ND
58425	COOPERSTOWN	Griggs	ND	005574005410	COOPERSTN ND
58448	HANNAFORD	Griggs	ND	005574005410	COOPERSTN ND
58452	JESSIE	Griggs	ND	005574005410	COOPERSTN ND
58484	SUTTON	Griggs	ND	005574005410	COOPERSTN ND
58321	BROCKET	Ramsey	ND	005478005564	DEVILSLAKE ND
58327	CRARY	Ramsey	ND	005478005564	DEVILSLAKE ND
58301	DEVILS LAKE	Ramsey	ND	005478005564	DEVILSLAKE ND
58330	EDMORE	Ramsey	ND	005478005564	DEVILSLAKE ND
58335	FORT TOTTEN	Benson	ND	005478005564	DEVILSLAKE ND
58345	LAWTON	Ramsey	ND	005478005564	DEVILSLAKE ND
58348	MADDOCK	Benson	ND	005478005564	DEVILSLAKE ND
58351	MINNEWAUKAN	Benson	ND	005478005564	DEVILSLAKE ND
58357	OBERON	Benson	ND	005478005564	DEVILSLAKE ND
58362	PENN	Ramsey	ND	005478005564	DEVILSLAKE ND
58370	SAINT MICHAEL	Benson	ND	005478005564	DEVILSLAKE ND
58377	STARKWEATHER	Ramsey	ND	005478005564	DEVILSLAKE ND
58382	WEBSTER	Ramsey	ND	005478005564	DEVILSLAKE ND
58622	BELFIELD	Stark	ND	005922006024	DICKINSON ND
58601	DICKINSON	Stark	ND	005922006024	DICKINSON ND
58602	DICKINSON	Stark	ND	005922006024	DICKINSON ND
58625	DODGE	Dunn	ND	005922006024	DICKINSON ND
58626	DUNN CENTER	Dunn	ND	005922006024	DICKINSON ND
58630	GLADSTONE	Stark	ND	005922006024	DICKINSON ND
58636	HALLIDAY	Dunn	ND	005922006024	DICKINSON ND
58640	KILLDEER	Dunn	ND	005922006024	DICKINSON ND
58641	LEFOR	Stark	ND	005922006024	DICKINSON ND
58642	MANNING	Dunn	ND	005922006024	DICKINSON ND
58644	MARSHALL	Dunn	ND	005922006024	DICKINSON ND
58652	RICHARDTON	Stark	ND	005922006024	DICKINSON ND

ZIP CODE	CITY	COUNTY	STATE	RATE CENTER SERVICE AREA	RATE CENTER DESCRIPTION
58655	SOUTH HEART	Stark	ND	005922006024	DICKINSON ND
58656	TAYLOR	Stark	ND	005922006024	DICKINSON ND
58415	BERLIN	LaMoure	ND	005824005409	EDGELEY ND
58431	DICKEY	LaMoure	ND	005824005409	EDGELEY ND
58433	EDGELEY	LaMoure	ND	005824005409	EDGELEY ND
58454	JUD	LaMoure	ND	005824005409	EDGELEY ND
58456	KULM	LaMoure	ND	005824005409	EDGELEY ND
58458	LAMOURE	LaMoure	ND	005824005409	EDGELEY ND
58466	MARION	LaMoure	ND	005824005409	EDGELEY ND
58472	MONTPELIER	Stutsman	ND	005824005409	EDGELEY ND
58490	VERONA	LaMoure	ND	005824005409	EDGELEY ND
58214	ARVILLA	Grand Forks	ND	005438005346	EMERADO ND
58228	EMERADO	Grand Forks	ND	005438005346	EMERADO ND
58235	GILBY	Grand Forks	ND	005438005346	EMERADO ND
58204	GRAND FORKS AFB	Grand Forks	ND	005438005346	EMERADO ND
58205	GRAND FORKS AFB	Grand Forks	ND	005438005346	EMERADO ND
58244	INKSTER	Grand Forks	ND	005438005346	EMERADO ND
58251	LARIMORE	Grand Forks	ND	005438005346	EMERADO ND
58258	MEKINOCK	Grand Forks	ND	005438005346	EMERADO ND
58266	NIAGARA	Grand Forks	ND	005438005346	EMERADO ND
58267	NORTHWOOD	Grand Forks	ND	005438005346	EMERADO ND
58716	BENEDICT	McLean	ND	005700005889	EMMET ND
58531	COLEHARBOR	McLean	ND	005700005889	EMMET ND
58540	GARRISON	McLean	ND	005700005889	EMMET ND
58759	MAX	McLean	ND	005700005889	EMMET ND
58775	ROSEGLEN	McLean	ND	005700005889	EMMET ND
58027	ENDERLIN	Ransom	ND	005711005272	ENDERLIN ND
58068	SHELDON	Ransom	ND	005711005272	ENDERLIN ND
58005	ARGUSVILLE	Cass	ND	005615005182	FARGO ND
58021	DAVENPORT	Cass	ND	005615005182	FARGO ND
58102	FARGO	Cass	ND	005615005182	FARGO ND
58103	FARGO	Cass	ND	005615005182	FARGO ND
58104	FARGO	Cass	ND	005615005182	FARGO ND
58105	FARGO	Cass	ND	005615005182	FARGO ND
58106	FARGO	Cass	ND	005615005182	FARGO ND
58107	FARGO	Cass	ND	005615005182	FARGO ND
58108	FARGO	Cass	ND	005615005182	FARGO ND
58109	FARGO	Cass	ND	005615005182	FARGO ND
58121	FARGO	Cass	ND	005615005182	FARGO ND
58122	FARGO	Cass	ND	005615005182	FARGO ND
58124	FARGO	Cass	ND	005615005182	FARGO ND
58125	FARGO	Cass	ND	005615005182	FARGO ND
58126	FARGO	Cass	ND	005615005182	FARGO ND
58036	GARDNER	Cass	ND	005615005182	FARGO ND
58042	HARWOOD	Cass	ND	005615005182	FARGO ND
58051	KINDRED	Cass	ND	005615005182	FARGO ND
58078	WEST FARGO	Cass	ND	005615005182	FARGO ND
58210	ADAMS	Walsh	ND	005340005392	GRAFTON ND
58233	FOREST RIVER	Walsh	ND	005340005392	GRAFTON ND
58237	GRAFTON	Walsh	ND	005340005392	GRAFTON ND
58243	HOOPLE	Walsh	ND	005340005392	GRAFTON ND
58250	LANKIN	Walsh	ND	005340005392	GRAFTON ND
58261	MINTO	Walsh	ND	005340005392	GRAFTON ND
58262	MOUNTAIN	Pembina	ND	005340005392	GRAFTON ND
58270	PARK RIVER	Walsh	ND	005340005392	GRAFTON ND
58273	PISEK	Walsh	ND	005340005392	GRAFTON ND
58201	GRAND FORKS	Grand Forks	ND	005420005300	GRANDFORKS ND

ZIP CODE	CITY	COUNTY	STATE	RATE CENTER SERVICE AREA	RATE CENTER DESCRIPTION
58202	GRAND FORKS	Grand Forks	ND	005420005300	GRANDFORKS ND
58203	GRAND FORKS	Grand Forks	ND	005420005300	GRANDFORKS ND
58206	GRAND FORKS	Grand Forks	ND	005420005300	GRANDFORKS ND
58207	GRAND FORKS	Grand Forks	ND	005420005300	GRANDFORKS ND
58208	GRAND FORKS	Grand Forks	ND	005420005300	GRANDFORKS ND
58256	MANVEL	Grand Forks	ND	005420005300	GRANDFORKS ND
58275	REYNOLDS	Grand Forks	ND	005420005300	GRANDFORKS ND
58278	THOMPSON	Grand Forks	ND	005420005300	GRANDFORKS ND
58436	ELLEDALE	Dickey	ND	005868005315	GUELPH ND
58439	FORBES	Dickey	ND	005868005315	GUELPH ND
58441	FULLERTON	Dickey	ND	005868005315	GUELPH ND
58017	COGSWELL	Sargent	ND	005794005252	GWINNER ND
58032	FORMAN	Sargent	ND	005794005252	GWINNER ND
58033	FORT RANSOM	Ransom	ND	005794005252	GWINNER ND
58040	GWINNER	Sargent	ND	005794005252	GWINNER ND
58043	HAVANA	Sargent	ND	005794005252	GWINNER ND
58054	LISBON	Ransom	ND	005794005252	GWINNER ND
58060	MILNOR	Sargent	ND	005794005252	GWINNER ND
58067	RUTLAND	Sargent	ND	005794005252	GWINNER ND
58069	STIRUM	Sargent	ND	005794005252	GWINNER ND
58047	HORACE	Cass	ND	005657005158	HICKSON ND
58009	BLANCHARD	Traill	ND	005525005261	HILLSBORO ND
58218	BUXTON	Traill	ND	005525005261	HILLSBORO ND
58219	CALEDONIA	Traill	ND	005525005261	HILLSBORO ND
58016	CLIFFORD	Traill	ND	005525005261	HILLSBORO ND
58223	CUMMINGS	Traill	ND	005525005261	HILLSBORO ND
58230	FINLEY	Steele	ND	005525005261	HILLSBORO ND
58035	GALESBURG	Traill	ND	005525005261	HILLSBORO ND
58038	GRANDIN	Cass	ND	005525005261	HILLSBORO ND
58240	HATTON	Traill	ND	005525005261	HILLSBORO ND
58045	HILLSBORO	Traill	ND	005525005261	HILLSBORO ND
58046	HOPE	Steele	ND	005525005261	HILLSBORO ND
58048	HUNTER	Cass	ND	005525005261	HILLSBORO ND
58257	MAYVILLE	Traill	ND	005525005261	HILLSBORO ND
58065	PILLSBURY	Barnes	ND	005525005261	HILLSBORO ND
58274	PORTLAND	Traill	ND	005525005261	HILLSBORO ND
58277	SHARON	Steele	ND	005525005261	HILLSBORO ND
58420	BUCHANAN	Stutsman	ND	005713005450	JAMESTOWN ND
58424	CLEVELAND	Stutsman	ND	005713005450	JAMESTOWN ND
58426	COURTENAY	Stutsman	ND	005713005450	JAMESTOWN ND
58401	JAMESTOWN	Stutsman	ND	005713005450	JAMESTOWN ND
58402	JAMESTOWN	Stutsman	ND	005713005450	JAMESTOWN ND
58405	JAMESTOWN	Stutsman	ND	005713005450	JAMESTOWN ND
58455	KENSAL	Stutsman	ND	005713005450	JAMESTOWN ND
58467	MEDINA	Stutsman	ND	005713005450	JAMESTOWN ND
58476	PINGREE	Stutsman	ND	005713005450	JAMESTOWN ND
58481	SPIRITWOOD	Barnes	ND	005713005450	JAMESTOWN ND
58492	WIMBLEDON	Barnes	ND	005713005450	JAMESTOWN ND
58496	WOODWORTH	Stutsman	ND	005713005450	JAMESTOWN ND
58497	YPSILANTI	Stutsman	ND	005713005450	JAMESTOWN ND
58212	ANETA	Nelson	ND	005465005489	LAKOTA ND
58224	DAHLEN	Nelson	ND	005465005489	LAKOTA ND
58231	FORDVILLE	Walsh	ND	005465005489	LAKOTA ND
58344	LAKOTA	Nelson	ND	005465005489	LAKOTA ND

ZIP CODE	CITY	COUNTY	STATE	RATE CENTER SERVICE AREA	RATE CENTER DESCRIPTION
58254	MCVILLE	Nelson	ND	005465005489	LAKOTA ND
58259	MICHIGAN	Nelson	ND	005465005489	LAKOTA ND
58361	PEKIN	Nelson	ND	005465005489	LAKOTA ND
58272	PETERSBURG	Nelson	ND	005465005489	LAKOTA ND
58379	TOKIO	Benson	ND	005465005489	LAKOTA ND
58380	TOLNA	Nelson	ND	005465005489	LAKOTA ND
58381	WARWICK	Benson	ND	005465005489	LAKOTA ND
58311	ALSEN	Cavalier	ND	005320005549	LANGDON ND
58227	EDINBURG	Walsh	ND	005320005549	LANGDON ND
58229	FAIRDALE	Walsh	ND	005320005549	LANGDON ND
58338	HAMPDEN	Ramsey	ND	005320005549	LANGDON ND
58249	LANGDON	Cavalier	ND	005320005549	LANGDON ND
58352	MUNICH	Cavalier	ND	005320005549	LANGDON ND
58355	NEKOMA	Cavalier	ND	005320005549	LANGDON ND
58269	OSNABROCK	Cavalier	ND	005320005549	LANGDON ND
58524	BRADDOCK	Emmons	ND	005924005617	LINTON ND
58538	FORT YATES	Sioux	ND	005924005617	LINTON ND
58542	HAGUE	Emmons	ND	005924005617	LINTON ND
58544	HAZELTON	Emmons	ND	005924005617	LINTON ND
58549	KINTYRE	Emmons	ND	005924005617	LINTON ND
58552	LINTON	Emmons	ND	005924005617	LINTON ND
58568	SELFRIDGE	Sioux	ND	005924005617	LINTON ND
58573	STRASBURG	Emmons	ND	005924005617	LINTON ND
58418	BOWDON	Wells	ND	005599005716	MARTIN ND
58422	CATHAY	Wells	ND	005599005716	MARTIN ND
58423	CHASELEY	Wells	ND	005599005716	MARTIN ND
58438	FESSENDEN	Wells	ND	005599005716	MARTIN ND
58341	HARVEY	Wells	ND	005599005716	MARTIN ND
58451	HURDSFIELD	Wells	ND	005599005716	MARTIN ND
58486	SYKESTON	Wells	ND	005599005716	MARTIN ND
58463	MCCLUSKY	Sheridan	ND	005821005691	MCKENZIE ND
58558	MENOKEN	Burleigh	ND	005821005691	MCKENZIE ND
58560	MOFFIT	Burleigh	ND	005821005691	MCKENZIE ND
58477	REGAN	Burleigh	ND	005821005691	MCKENZIE ND
58572	STERLING	Burleigh	ND	005821005691	MCKENZIE ND
58494	WING	Burleigh	ND	005821005691	MCKENZIE ND
58711	ANTLER	Bottineau	ND	005573005908	MINOT ND
58718	BERTHOLD	Ward	ND	005573005908	MINOT ND
58722	BURLINGTON	Ward	ND	005573005908	MINOT ND
58725	CARPIO	Ward	ND	005573005908	MINOT ND
58733	DES LACS	Ward	ND	005573005908	MINOT ND
58734	DONNYBROOK	Ward	ND	005573005908	MINOT ND
58735	DOUGLAS	Ward	ND	005573005908	MINOT ND
58740	GLENBURN	Renville	ND	005573005908	MINOT ND
58750	LANSFORD	Bottineau	ND	005573005908	MINOT ND
58756	MAKOTI	Ward	ND	005573005908	MINOT ND
58760	MAXBASS	Bottineau	ND	005573005908	MINOT ND
58701	MINOT	Ward	ND	005573005908	MINOT ND
58702	MINOT	Ward	ND	005573005908	MINOT ND
58703	MINOT	Ward	ND	005573005908	MINOT ND
58707	MINOT	Ward	ND	005573005908	MINOT ND
58704	MINOT AFB	Ward	ND	005573005908	MINOT ND
58705	MINOT AFB	Ward	ND	005573005908	MINOT ND
58761	MOHALL	Renville	ND	005573005908	MINOT ND
58779	RYDER	Ward	ND	005573005908	MINOT ND
58781	SAWYER	Ward	ND	005573005908	MINOT ND
58782	SHERWOOD	Renville	ND	005573005908	MINOT ND

ZIP CODE	CITY	COUNTY	STATE	RATE CENTER SERVICE AREA	RATE CENTER DESCRIPTION
58787	TOLLEY	Renville	ND	005573005908	MINOT ND
58356	NEW ROCKFORD	Eddy	ND	005580005569	NEW ROCKFD ND
58374	SHEYENNE	Eddy	ND	005580005569	NEW ROCKFD ND
58474	OAKES	Dickey	ND	005835005305	OAKES ND
58757	MANDAREE	McKenzie	ND	005671006005	PARSHALL ND
58763	NEW TOWN	Mountrail	ND	005671006005	PARSHALL ND
58770	PARSHALL	Mountrail	ND	005671006005	PARSHALL ND
58771	PLAZA	Mountrail	ND	005671006005	PARSHALL ND
58646	MOTT	Hettinger	ND	006004005961	REGENT ND
58647	NEW ENGLAND	Hettinger	ND	006004005961	REGENT ND
58650	REGENT	Hettinger	ND	006004005961	REGENT ND
58310	AGATE	Rolette	ND	005364005724	ROLLA ND
58316	BELCOURT	Rolette	ND	005364005724	ROLLA ND
58353	MYLO	Rolette	ND	005364005724	ROLLA ND
58366	ROLETTE	Rolette	ND	005364005724	ROLLA ND
58367	ROLLA	Rolette	ND	005364005724	ROLLA ND
58369	SAINT JOHN	Rolette	ND	005364005724	ROLLA ND
58313	BALTA	Pierce	ND	005483005740	RUGBY ND
58368	RUGBY	Pierce	ND	005483005740	RUGBY ND
58385	WOLFORD	Pierce	ND	005483005740	RUGBY ND
58746	KENMARE	Ward	ND	005538006045	SPENCER ND
58769	PALERMO	Mountrail	ND	005607006066	STANLEY ND
58776	ROSS	Mountrail	ND	005607006066	STANLEY ND
58784	STANLEY	Mountrail	ND	005607006066	STANLEY ND
58794	WHITE EARTH	Mountrail	ND	005607006066	STANLEY ND
58428	DAWSON	Kidder	ND	005786005617	STEELE ND
58430	DENHOFF	Sheridan	ND	005786005617	STEELE ND
58532	DRISCOLL	Burleigh	ND	005786005617	STEELE ND
58444	GOODRICH	Sheridan	ND	005786005617	STEELE ND
58758	MARTIN	Sheridan	ND	005786005617	STEELE ND
58475	PETTIBONE	Kidder	ND	005786005617	STEELE ND
58482	STEELE	Kidder	ND	005786005617	STEELE ND
58487	TAPPEN	Kidder	ND	005786005617	STEELE ND
58488	TUTTLE	Kidder	ND	005786005617	STEELE ND
58830	ALAMO	Williams	ND	005615006147	TIOGA ND
58833	AMBROSE	Divide	ND	005615006147	TIOGA ND
58730	CROSBY	Divide	ND	005615006147	TIOGA ND
58847	KEENE	McKenzie	ND	005615006147	TIOGA ND
58755	MCGREGOR	Williams	ND	005615006147	TIOGA ND
58765	NOONAN	Divide	ND	005615006147	TIOGA ND
58849	RAY	Williams	ND	005615006147	TIOGA ND
58852	TIOGA	Williams	ND	005615006147	TIOGA ND
58795	WILDROSE	Williams	ND	005615006147	TIOGA ND
58710	ANAMOOSE	McHenry	ND	005507005795	TOWNER ND
58712	BALFOUR	McHenry	ND	005507005795	TOWNER ND
58713	BANTRY	McHenry	ND	005507005795	TOWNER ND
58723	BUTTE	McLean	ND	005507005795	TOWNER ND
58731	DEERING	McHenry	ND	005507005795	TOWNER ND
58736	DRAKE	McHenry	ND	005507005795	TOWNER ND
58741	GRANVILLE	McHenry	ND	005507005795	TOWNER ND
58744	KARLSRUHE	McHenry	ND	005507005795	TOWNER ND
58762	NEWBURG	Bottineau	ND	005507005795	TOWNER ND
58768	NORWICH	McHenry	ND	005507005795	TOWNER ND
58778	RUSO	McLean	ND	005507005795	TOWNER ND
58785	SURREY	Ward	ND	005507005795	TOWNER ND
58788	TOWNER	McHenry	ND	005507005795	TOWNER ND
58789	UPHAM	McHenry	ND	005507005795	TOWNER ND

ZIP CODE	CITY	COUNTY	STATE	RATE CENTER SERVICE AREA	RATE CENTER DESCRIPTION
58790	VELVA	McHenry	ND	005507005795	TOWNER ND
58792	VOLTAIRE	McHenry	ND	005507005795	TOWNER ND
58793	WESTHOPE	Bottineau	ND	005507005795	TOWNER ND
58429	DAZEY	Barnes	ND	005672005354	VALLEYSITY ND
58049	KATHRYN	Barnes	ND	005672005354	VALLEYSITY ND
58461	LITCHVILLE	Barnes	ND	005672005354	VALLEYSITY ND
58056	LUVERNE	Steele	ND	005672005354	VALLEYSITY ND
58062	NOME	Barnes	ND	005672005354	VALLEYSITY ND
58063	ORISKA	Barnes	ND	005672005354	VALLEYSITY ND
58479	ROGERS	Barnes	ND	005672005354	VALLEYSITY ND
58480	SANBORN	Barnes	ND	005672005354	VALLEYSITY ND
58071	TOWER CITY	Cass	ND	005672005354	VALLEYSITY ND
58072	VALLEY CITY	Barnes	ND	005672005354	VALLEYSITY ND
58001	ABERCROMBIE	Richland	ND	005727005106	WAHPETON ND
58008	BARNEY	Richland	ND	005727005106	WAHPETON ND
58013	CAYUGA	Sargent	ND	005727005106	WAHPETON ND
58015	CHRISTINE	Richland	ND	005727005106	WAHPETON ND
58018	COLFAX	Richland	ND	005727005106	WAHPETON ND
58030	FAIRMOUNT	Richland	ND	005727005106	WAHPETON ND
58041	HANKINSON	Richland	ND	005727005106	WAHPETON ND
58053	LIDGERWOOD	Richland	ND	005727005106	WAHPETON ND
58058	MANTADOR	Richland	ND	005727005106	WAHPETON ND
58057	MCLEOD	Richland	ND	005727005106	WAHPETON ND
58061	MOORETON	Richland	ND	005727005106	WAHPETON ND
58074	WAHPETON	Richland	ND	005727005106	WAHPETON ND
58075	WAHPETON	Richland	ND	005727005106	WAHPETON ND
58076	WAHPETON	Richland	ND	005727005106	WAHPETON ND
58077	WALCOTT	Richland	ND	005727005106	WAHPETON ND
58081	WYNDMERE	Richland	ND	005727005106	WAHPETON ND
58559	MERCER	McLean	ND	005753005804	WASHBURN ND
58565	RIVERDALE	McLean	ND	005753005804	WASHBURN ND
58575	TURTLE LAKE	McLean	ND	005753005804	WASHBURN ND
58576	UNDERWOOD	McLean	ND	005753005804	WASHBURN ND
58577	WASHBURN	McLean	ND	005753005804	WASHBURN ND
58579	WILTON	McLean	ND	005753005804	WASHBURN ND
58831	ALEXANDER	McKenzie	ND	005699006226	WILLISTON ND
58835	ARNEGARD	McKenzie	ND	005699006226	WILLISTON ND
58838	CARTWRIGHT	McKenzie	ND	005699006226	WILLISTON ND
58843	EPPING	Williams	ND	005699006226	WILLISTON ND
58845	GRENORA	Williams	ND	005699006226	WILLISTON ND
58853	TRENTON	Williams	ND	005699006226	WILLISTON ND
58854	WATFORD CITY	McKenzie	ND	005699006226	WILLISTON ND
58801	WILLISTON	Williams	ND	005699006226	WILLISTON ND
58802	WILLISTON	Williams	ND	005699006226	WILLISTON ND
58856	ZAHL	Williams	ND	005699006226	WILLISTON ND
58413	ASHLEY	McIntosh	ND	005889005522	WISHEK ND
58440	FREDONIA	Logan	ND	005889005522	WISHEK ND
58442	GACKLE	Logan	ND	005889005522	WISHEK ND
58460	LEHR	McIntosh	ND	005889005522	WISHEK ND
58561	NAPOLEON	Logan	ND	005889005522	WISHEK ND
58495	WISHEK	McIntosh	ND	005889005522	WISHEK ND
58581	ZEELAND	McIntosh	ND	005889005522	WISHEK ND

EXHIBIT "B"

ARTICLES OF INCORPORATION

State of North Dakota

SECRETARY OF STATE



CERTIFICATE OF GOOD STANDING OF

TELRITE CORPORATION

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that TELRITE CORPORATION, a Georgia corporation, authorized to transact business in the State of North Dakota on September 5, 2003, and according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing foreign corporations.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing to

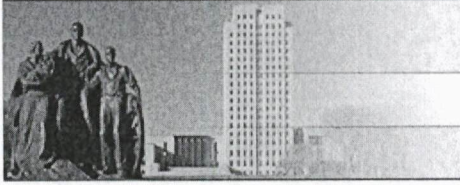
TELRITE CORPORATION

Issued: January 18, 2013

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

North Dakota

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LEGENDARY

SECRETARY OF STATE NORTH DAKOTA

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TELRITE CORPORATION

Corporation Details

System ID: 19612200**Phone:** (678) 202-0830**Type:** FOREIGN BUSINESS CORPORATION**Status:** Active & Good Standing**Original File Date:** 09/05/2003**Effective Date:** 09/05/2003**State of Origin:** Georgia

Nature of Business

PROVIDE TELECOMMUNICATIONS SERVICES

Principal Office

4113 MONTICELLO ST COVINGTON, GA 30014-3544

Registered Agent

CORPORATION SERVICE COMPANY

316 N 5TH ST

PO BOX 1695

BISMARCK, ND 58502-1695

Established Date: Aug 27, 2012

Generate an Annual Report To File

To Generate a Annual Report form to be filed with the Secretary of State, select the appropriate year of the report you intend to file. This report does not contain details of a report previously filed with the Secretary of State. The annual report years reflected are an indication of the various report forms available in this site and is not an indication that an entity needs to file reports for all years. Missing years indicate that the forms for the missing year have not yet been deployed to the website, or have already been removed, and can be obtained by contacting the Secretary of State.

[2012](#) (generates a forms-fillable pdf in a new pop-up window)

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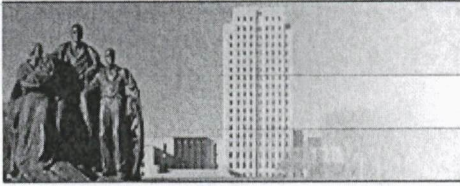
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North Dakota

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SECRETARY OF STATE NORTH DAKOTA



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LIFE WIRELESS

Trade Name

System ID: 31164400 **Phone:** (678) 202-0830
Status: Active
Original File Date: 03/26/2012 **Last Renewal Date:**

Nature of Business

WIRELESS TELECOMMUNICATION SERVICES

Owners

TELRITE CORPORATION
4113 MONTICELLO ST
COVINGTON, GA 30014-3544

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STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF AMENDMENT

I, **Cathy Cox**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

TELRITE CORPORATION

a Domestic Profit Corporation

has filed articles/certificate of amendment in the Office of the Secretary of State and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/certificate of amendment.

WITNESS my hand and official seal of the City of Atlanta
and the State of Georgia on June 22, 2006



A handwritten signature in black ink, appearing to read "Cathy Cox".

Cathy Cox
Secretary of State

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
TELRITE CORPORATION**

1.

The name of the Corporation is TELRITE CORPORATION (the "Corporation").

2.

Effective the date hereof, the Articles of Incorporation of Telrite Corporation are amended to replace ARTICLE IV with the following:

ARTICLE IV

The Corporation shall have authority to be exercised by the Board of Directors to issue a total of up to One Million (1,000,000) shares of common stock with the par value of \$0.01 per share.

3.

All other provisions of the Articles of Incorporation shall remain in full force and effect.

4.

This amendment was duly adopted without shareholder action by the Board of Directors of the Corporation. Shareholder action was not necessary pursuant to the provisions of Section 14-2-1002 of the Georgia Business Corporation Code.

5.

This amendment was duly approved and adopted on June 1, 2006.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this 20th day of June, 2006.

TELRITE CORPORATION

By: Valerie D. Barton
Valerie D. Barton, Attorney-in-Fact

State of Georgia
Amend/Restate 1 Page(s)



T0620567509

2006 JUN 22 AM 11:23
SECRETARY OF STATE
CORPORATION DIVISION

ARTICLES OF INCORPORATION
OF
TELRITE CORPORATION

ARTICLE I

The name of the Corporation is **TELRITE CORPORATION**.

ARTICLE II

The Corporation is organized pursuant to the Georgia Business Corporation Code.

ARTICLE III

The Corporation shall have perpetual duration.

ARTICLE IV

The Corporation shall have authority to issue 50,000 shares of stock.

ARTICLE V

The initial registered office of the Corporation shall be at 190 East Seventh Street, Louisville, Jefferson County, Georgia 30434, and the initial registered agent of the Corporation at such address shall be John R. Murphy III.

ARTICLE VI

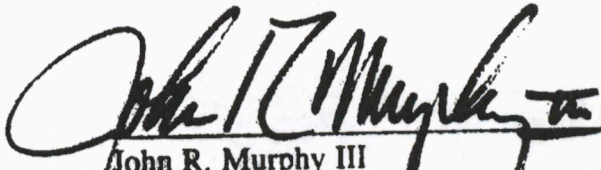
The name and address of the incorporator is:

Darryl E. Davis
812 Peachtree Street
Louisville, GA 30434

ARTICLE VII

The mailing address of the initial principal office of the Corporation shall be 812 Peachtree Street, Louisville, GA 30434.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this ____ day of January, 2000.



John R. Murphy III
Georgia Bar Number 530900
Attorney for Incorporator

OF COUNSEL:

ABBOT, MURPHY AND HARVEY, P.C.
190 EAST SEVENTH STREET
POST OFFICE BOX 31
LOUISVILLE, GEORGIA 30434
(912) 625-7281

FEB 1 10 50 AM '00

SECRETARY OF STATE

EXHIBIT "C"

OFFICERS

Management & Ownership

Experience

The management of Telrite Corporation bring over 100 years of combined experience in the telecommunications industry.

Biographies

R.P. McFarland, CEO

- Over 10 years with AT&T in various management positions
- Founded Interlink Communications; merged company with ILD Corporation in 1997
- Served as Senior Vice President, Network Operations with ILD until 1999
- Founded IntraLec Telecommunications in 1999; merged with LecStar Corporation in 2000
- Served as Vice President and President of Network Operations of LecStar until 2001
- Formed Stratacom Telecommunications in 2001; merged with Telrite Corporation in 2005

Brian Lisle, President

- Network Operations Manager, Interlink Telecommunications
- Director of Operations, ILD Corporation
- Vice President, Telrite Corporation
- 20+ years of management and network operations experience

Brian Rathman, Vice President of Network Operations

- Network Engineer, LecStar Communications
- Director of Network Operations, Lectstar Communications
- Director of Operations, Telrite Corporation
- 2002 graduate of the Masters program of the School of Electrical and Computer Engineering at the Georgia Institute of Technology

Darryl Davis, Vice President of Business Development and Acquisitions

- President, Telrite Communications 2002-2009
- CEO, Digital Communications Inc. 2008-Present
- 20+ years of experience in business development within the telecommunications industry

Michael G. Geoffroy, General Counsel and Vice President of Regulatory Compliance

- Experience negotiating and executing more than a dozen M&A transactions in the telecommunications industry
- Former private firm litigator for 7 years and head of all corporate risk management
- Frequent lecturer on business law, ethics and professionalism
- Former President of State Bar of Georgia Young Lawyers
- Worked with utility commissions in all 48 states and Puerto Rico to attain certification, file reports, comment, and oversee audits
- Over 6 years of experience in telecommunications law

Kelly Jesel, CFO

- Accounting Assistant, ILD Corporation
- Senior Accountant, Ernst and Young
- Controller, Telrite Corporation
- 2001 graduate of the Masters of Accountancy program at the University of Georgia

EXHIBIT "D"
COMPLIANCE PLAN

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

WASHINGTON HARBOUR, SUITE 400

3050 K STREET, NW

WASHINGTON, D.C. 20007-5108

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MUMBAI, INDIA

DIRECT LINE: (202) 342-8544

EMAIL: jheitmann@kelleydrye.com

December 19, 2012

VIA ECFS

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

Re: Telrite Corporation Compliance Plan; WC Docket Nos. 09-197, 11-42

Dear Ms. Dortch:

On March 12, 2012, Telrite Corporation (“Telrite”) submitted its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.¹ On April 10, Telrite submitted a revised version with a minor revision to its Model Application/Certification Form, included as Exhibit A to its Compliance Plan. On April 27, July 2, July 27, November 28 and November 29 Telrite further revised and supplemented its Compliance Plan.

Telrite has further revised its Compliance Plan (p. 14) to clarify Telrite’s process for de-enrollment of customers that fail to respond to the annual eligibility verification. Nothing else in the Compliance Plan has been changed.

Telrite hereby re-submits its complete Compliance Plan with the above revision. Based on the minor nature of this change, Telrite reiterates its request for expeditious approval of its Compliance Plan.

¹ See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012).

KELLEY DRYE & WARREN LLP

Marlene H. Dortch, Secretary
December 19, 2012
Page Two

This letter and revised Compliance Plan are being filed electronically for inclusion in the public record of the above-referenced proceedings. Please feel free to contact the undersigned with any questions.

Respectfully submitted,



John J. Heitmann
Joshua T. Guyan

Counsel to Telrite Corporation

cc: Kim Scardino
Jonathan Lechter
Divya Shenoy
Garnet Hanly

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of Telecommunications Carriers Eligible to Receive Universal Service Support Lifeline and Link Up Reform and Modernization Telrite Corporation	 WC Docket No. 09-197 WC Docket No. 11-42
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TELRITE CORPORATION COMPLIANCE PLAN

Telrite Corporation (“Telrite” or the “Company”),¹ through its undersigned counsel, hereby respectfully submits and requests expeditious approval of its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.²

¹ The Company hereby also reports its corporate and trade names, identifiers, and its holding company, operating companies and affiliates as: Telrite Corporation (corporate name), Life Wireless (trade name) and Telrite Holdings, LLC (holding company). Telrite owns 10 percent of Life Wireless Holdings, LLC, which is 50 percent owned by Puretalk Holdings, LLC. Therefore, Puretalk Holdings, LLC is not an affiliate of Telrite, however, Telrite’s “top-up” minutes are sold under the Pure Unlimited brand.

² See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report And Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012) (“*Lifeline Reform Order*”). The Company herein submits the information required by the Compliance Plan Public Notice. See *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197, 11-42, Public Notice, DA 12-314 (rel. Feb. 29, 2012).

The Company commends the Commission's commitment to a nationwide communications system that promotes the safety and welfare of all Americans, including Lifeline customers. Telrite will comply with 911 requirements as described below and it is submitting this Compliance Plan in order to qualify for blanket forbearance from the facilities requirement of section 214(e)(1)(A) of the Communications Act and participate as an eligible telecommunications carrier ("ETC") in the Lifeline program.³

The Company will comply fully with all conditions set forth in the *Lifeline Reform Order*, as well as with the Commission's Lifeline rules and policies more generally.⁴ This Compliance Plan describes the specific measures that the Company intends to implement to achieve these objectives. Specifically, this Compliance Plan: (1) describes the specific measures that Telrite will take to implement the obligations contained in the *Lifeline Reform Order*, including the procedures the Company follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Low-Income Fund, materials related to initial and ongoing certifications and sample marketing materials; and (2) provides a detailed description of how Telrite offers Lifeline services, the geographic areas in which it offers services, and a detailed description of the Company's Lifeline service plan offerings.

³ See *Lifeline Reform Order*, ¶ 368. Although the Company qualifies for and seeks to avail itself of the Commission's grant of forbearance from the facilities requirement of section 214(e)(1)(A) for purposes of the federal Lifeline program, the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state for purposes of state universal service funding under state program rules and requirements. Telrite will follow the requirements of the Commission's Lifeline rules and this Compliance Plan in all states in which it provides Lifeline service and receives reimbursements from the federal Low-Income Fund, including in any state where the public utilities commission determines that Telrite provides service using its own facilities for purposes of a state universal service program.

⁴ In addition, this Compliance Plan is consistent with the compliance plan filed by Global Connection Inc. of America. See Global Connection of America Inc. Compliance Plan, WC Docket Nos. 09-197, 11-42 (Apr. 30, 2012). The Global Connection compliance plan was approved on May 25, 2012. See Public Notice, DA 12-828.

ACCESS TO 911 AND E911 SERVICES⁵

Pursuant to the *Lifeline Reform Order*, forbearance is conditioned upon the Company: (1) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; and (2) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services.⁶ Telrite will comply with these conditions starting on the effective date of the *Lifeline Reform Order*.

The Company will provide its Lifeline customers with access to 911 and E911 services immediately upon activation of service. The Commission and consumers are hereby assured that all Telrite customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from Telrite handsets, even if the account associated with the handset has no minutes remaining.

The Company's existing practices currently provide access to 911 and E911 services for all customers. Telrite uses AT&T as its underlying network provider/carrier. has direct contracts for wireless services from AT&T, as opposed to purchasing minutes through an intermediary. AT&T routes 911 calls from the Company's customers in the same manner as 911 calls from AT&T's own retail customers. To the extent that AT&T is certified in a given PSAP territory, this 911 capability will function the same for the Company. Telrite also currently enables 911 emergency calling services for all properly activated handsets regardless of whether the account associated with the handset is active or suspended. Finally, the Company transmits all 911 calls initiated from any of its handsets even if the account associated with the handset has no remaining minutes.

⁵ See Compliance Plan Public Notice at 3.

⁶ See *Lifeline Reform Order*, ¶ 373.

E911-Compliant Handsets. Telrite will ensure that all handsets used in connection with the Lifeline service offering are E911-compliant. In point of fact, the Company's phones have always been and will continue to be 911 and E911-compliant. The Company uses phones from AT&T that have been through a stringent certification process with AT&T, which ensures that the handset models used meet all 911 and E911 requirements. As a result, any existing customer that qualifies for and elects Lifeline service will already have a 911/E911-compliant handset, which will be confirmed at the time of enrollment in the Lifeline program. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well, free of charge.

COMPLIANCE PLAN

I. PROCEDURES TO ENROLL A SUBSCRIBER IN LIFELINE⁷

A. Policy

Telrite complies with the uniform eligibility criteria established in new section 54.409 of the Commission's rules, as well as any additional certification and verification requirements for Lifeline eligibility in states where the Company is designated as an ETC.

Therefore, all subscribers are required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; or (2) the household's participation in one of the federal assistance programs listed in new sections 54.409(a)(2) or 54.409(a)(3) of the Commission's rules. In addition, through the certification requirements described below, the Company will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

⁷ See Compliance Plan Public Notice at 3.

B. Eligibility Determination

More than 99 percent of Telrite's customer enrollment is done in-person, as opposed to over the phone or the Internet. Event locations are scheduled using various market or industry data resources. Telrite directs a team of representatives that survey and evaluate potential event locations across its service areas. Additionally, Telrite partners with community organizations, such as civic organizations, churches and food banks to host events in the communities it serves. Representatives are only permitted to enroll Lifeline customers within the borders of the states where Telrite is designated as an ETC. Further, to ensure that Telrite can track the location of its enrollment initiatives, all representatives conducting a Telrite enrollment event are required to electronically check in with Telrite and provide their address before the representatives can submit orders and enroll customers in Telrite's Lifeline service.

All enrollments performed in-person are completed electronically. The use of "paper forms" is prohibited, however, at all times laminated copies of the Lifeline application/certification forms are available for customers to review. Telrite's electronic process uses MiFi hotspots, laptop or net book computers, electronic signature pads and a bar code scanner to complete enrollment in real-time. The electronic order process provides Telrite the opportunity to perform several database checks in real-time during the enrollment process. Specifically, Telrite's systems validate and normalize addresses via "Melissa" data; perform an internal address duplicate check (to ensure that the prospective customer or someone at that address does not currently have Lifeline service from Telrite); perform an external duplicate check using CGM, LLC's ("CGM's") intercompany duplicate database ("IDD")⁸; and confirm the customer's

⁸ CGM's IDD enables participating ETCs to seed the database with subscriber lists, as well as to check the database against the subscriber lists of participating ETCs. Telrite is the largest ETC participating in this important self-regulatory initiative. Further

identity via Lexis Nexis (using the prospective customer's last name, date of birth and the last four digits of the customer's Social Security number). In addition, Telrite will check each applicant's government-issued photo identification for this purpose.

As discussed in further detail in Section I.F. below, all employees or representatives ("Company personnel") that conduct such in-person enrollments are trained regarding the eligibility and certification requirements in the *Lifeline Reform Order* and this Compliance Plan, including the one-per-household requirement, and told to inform potential customers of those requirements. New Company personnel undergo an initial mandatory training session where they are given training materials, a field training manual and a compliance manual, as well as shown visual examples of documents acceptable to demonstrate eligibility for the Lifeline program.

If Telrite cannot determine a prospective subscriber's eligibility for Lifeline by accessing income databases or program eligibility databases, Company personnel will review documentation establishing eligibility pursuant to the Lifeline rules.⁹ All personnel who interact with actual or prospective customers will be trained to assist Lifeline applicants in determining whether they are eligible to participate based on the federal and state-specific income-based and/or program-based criteria. These personnel will be trained to answer questions about Lifeline eligibility, and will review required documentation to determine whether it satisfies the *Lifeline Reform Order* and state-specific eligibility requirements using state-specific checklists.

demonstrating Telrite's leadership and commitment to defending the Lifeline program, Telrite also has produced three PSAs designed to educate the public about the Lifeline program. By January 2013, these PSAs will have been aired over 2,700 times collectively across the following markets: Atlanta, Baltimore, Charleston (WV), Chicago, Deluth, Little Rock, Minneapolis, New Orleans, Providence and St. Louis.

⁹ See *Lifeline Reform Order*, ¶ 100; sections 54.410(b)(1)(i)(B), 54.410(c)(1)(i)(B).

Proof of Eligibility. Company personnel will be trained on acceptable documentation required to establish income-based and program-based eligibility.¹⁰ Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (*e.g.*, the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.¹¹

Acceptable documentation of income eligibility includes the prior year's state, federal, or Tribal tax return; current income statement from an employer or paycheck stub; a Social Security statement of benefits; a Veterans Administration statement of benefits; a retirement/pension statement of benefits; an Unemployment/Workmen's Compensation statement of benefits; federal or Tribal notice letter of participation in General Assistance; or a divorce decree, child support award, or other official document containing income information for at least three months time.¹²

Company personnel will examine this documentation for each Lifeline applicant, and will record the type of documentation used to satisfy the income- or program-based criteria by checking the appropriate box on the application form.¹³ In addition, Company personnel will fill in, where available, the last four digits of an account or other identifying number on the proof document, the date of the proof document and the expiration of the proof document. The

¹⁰ See *Lifeline Reform Order*, ¶ 101. See also USAC Guidance available at <http://www.usac.org/li/telecom-carriers/step06/default.aspx>.

¹¹ *Id.* and section 54.410(c)(1)(i)(B).

¹² See *Lifeline Reform Order*, ¶ 101; section 54.410.(b)(1)(i)(B).

¹³ See *Lifeline Reform Order*, ¶ 101; sections 54.410(b)(1)(iii), 54.410(c)(1)(iii).

Company will not retain a copy of this documentation, except where state rules require such retention.¹⁴ Where the Company personnel conclude that proffered documentation is insufficient to establish such eligibility, the Company will deny the associated application and inform the applicant of the reason for such rejection. In the event that Company personnel cannot ascertain whether documentation of a specific type is sufficient to establish an applicant's eligibility, the matter will be escalated to supervisory personnel at the Company's corporate offices in Covington, GA. A Telrite employee will be responsible for overseeing and finalizing every Lifeline enrollment prior to including that customer on an FCC Form 497 for reimbursement.

In addition, Telrite will not enroll customers at retail locations where Telrite does not have an agency agreement with the retailer. Further, Telrite will require an agent retailer to have any employees involved in the enrollment process go through the standard Telrite field representative training, same as it would for any other agent. By establishing agency relationships with all of its field representatives, including future retail outlets, Telrite meets the "deal directly" requirement adopted in the TracFone Forbearance Order.¹⁵

The Commission determined in the *Lifeline Reform Order* that ETCs may permit agents or representatives to review documentation of consumer program eligibility for Lifeline because "the Commission has consistently found that '[l]icensees and other Commission regulatees are responsible for the acts and omissions of their employees and independent contractors.'"¹⁶ Because Telrite is responsible for the actions of all of its employees and agents, including those enrolling customers in any Telrite owned or affiliated retail locations, and a Telrite employee

¹⁴ See *Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(ii), 54.410(c)(1)(ii).

¹⁵ See Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(i), CC Docket no. 96-45, Order, FCC 05-165, ¶19 (2005).

¹⁶ *Lifeline Reform Order*, ¶ 110.

will be responsible for overseeing and finalizing every Lifeline enrollment prior to including that customer on an FCC Form 497 for reimbursement, the Company always “deals directly” with its customers to certify and verify the customer’s Lifeline eligibility.

De-Enrollment for Ineligibility. If Telrite has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, the Company will notify the subscriber of impending termination in writing and in compliance with any applicable state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.¹⁷ A demonstration of eligibility must comply with the annual verification procedures below and found in new rule section 54.410(f), including the submission of a certification form. If a customer contacts the Company and states that he or she is not eligible for Lifeline or wishes to de-enroll for any reason, the Company will de-enroll the customer within five business days. Customers can make this request by calling the Company's customer service number and will not be required to submit any documents.

C. Subscriber Certifications for Enrollment

The Company will implement certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the *Lifeline Reform Order*, together with any additional state certification requirements.¹⁸ The Company shares the Commission’s concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent the Company’s customers from engaging in such abuse of the program, inadvertently or intentionally. Every applicant will be required to complete an application/certification form

¹⁷ See *Lifeline Reform Order*, ¶ 143; section 54.405(e)(1).

¹⁸ *Lifeline Reform Order*, ¶ 61; section 54.410(a).

containing disclosures, and collecting certain information and certifications as discussed below.¹⁹ Applicants that seek to enroll based on income eligibility will be referred to a worksheet showing the Federal Poverty Guidelines by household size.²⁰

Applicants that do not complete the form in person will be required to return the signed application/certification form to the Company by mail, facsimile, electronic mail or other electronic transmission. In addition, Company personnel will verbally explain the certifications to consumers when they are enrolling in person or over the phone.²¹

Disclosures. The Company's application and certification forms will include the following disclosures: (1) Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program; (2) only one Lifeline service is available per household; (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses; (4) a household is not permitted to receive Lifeline benefits from multiple providers; (5) violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-enrollment from the program; and (6) Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.²²

Applications and certification forms will also state that: (1) the service is a Lifeline service, (2) Lifeline is a government assistance program, and (3) only eligible consumers may

¹⁹ See Model Application/Certification Form, included as Exhibit A. See Compliance Plan Public Notice at 3.

²⁰ See Income Eligibility Worksheet, included as Exhibit B.

²¹ See *Lifeline Reform Order*, ¶ 123.

²² See *id.*, ¶ 121; section 54.410(d)(1).

enroll in the program.²³

In addition, Telrite will notify the applicant that the prepaid service must be personally activated by the subscriber and the service will be deactivated and the subscriber de-enrolled if the subscriber does not use the service for 60 days.²⁴

Information Collection. The Company will also collect the following information from the applicant in the application/certification form: (1) the applicant's full name; (2) the applicant's full residential address (P.O. Box is not sufficient²⁵); (3) whether the applicant's residential address is permanent or temporary; (4) the applicant's billing address, if different from the applicant's residential address; (5) the applicant's date of birth; (6) the last four digits of the applicant's Social Security number (or the applicant's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a Social Security number); (7) if the applicant is seeking to qualify for Lifeline under the program-based criteria, the name of the qualifying assistance program from which the applicant, his or her dependents, or his or her household receives benefits; and (8) if the applicant is seeking to qualify for Lifeline under the income-based criterion, the number of individuals in his or her household.²⁶

Applicant Certification. Consistent with new rule section 54.410(d)(3), the Company will require the applicant to certify, under penalty of perjury, in writing or by electronic signature or interactive voice response recording,²⁷ the following: (1) the applicant meets the income-based or program-based eligibility criteria for receiving Lifeline; (2) the applicant will notify the

²³ See section 54.405(c).

²⁴ See *Lifeline Reform Order*, ¶ 257.

²⁵ See *id.*, ¶ 87.

²⁶ See section 54.410(d)(2).

²⁷ See *Lifeline Reform Order*, ¶¶ 168-69; section 54.419.

Company within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the applicant no longer meets the income-based or program-based criteria for receiving Lifeline support, the applicant is receiving more than one Lifeline benefit, or another member of the applicant's household is receiving a Lifeline benefit; (3) if the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands; (4) if the applicant moves to a new address, he or she will provide that new address to the Company within 30 days; (5) if the applicant provided a temporary residential address to the Company, the applicant will be required to verify his or her temporary residential address every 90 days; (6) the applicant's household will receive only one Lifeline service and, to the best of the applicant's knowledge, the applicant's household is not already receiving a Lifeline service; (7) the information contained in the applicant's certification form is true and correct to the best of the applicant's knowledge; (8) the applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and (9) the applicant acknowledges that the applicant may be required to re-certify his or her continued eligibility for Lifeline at any time, and the applicant's failure to re-certify as to the applicant's continued eligibility will result in de-enrollment and the termination of the applicant's Lifeline benefits pursuant to the de-enrollment policy included below and in the Commission's rules.

In addition, the applicant will be required to authorize the Company to access any records required to verify the applicant's statements on the application/certification form and to confirm the applicant's eligibility for the Company Lifeline credit. The applicant must also authorize the Company to release any records required for the administration of the Company Lifeline credit

program, including to USAC to be used in a Lifeline program database.²⁸

D. Annual Verification Procedures

Telrite will annually re-certify all subscribers by querying the appropriate eligibility databases or obtaining a signed certification from each subscriber consistent with the certification requirements above and new section 54.410(d) of the Commission's rules. This certification will include a confirmation that the applicant's household will receive only one Lifeline service and, to the best of the subscriber's knowledge, the subscriber's household is receiving no more than one Lifeline service.²⁹ The Company will notify each participating Lifeline customer annually that he or she must confirm his or her continued eligibility in accordance with the applicable requirements. Further, the verification materials will inform the subscriber that he or she is being contacted to re-certify his or her continuing eligibility for Lifeline and if the subscriber fails to respond, he or she will be de-enrolled in the program.³⁰

2012 Verification. Telrite will re-certify the eligibility of each of its existing subscribers as of June 1, 2012 on a rolling basis by the end of 2012 and report the results to USAC by January 31, 2013.³¹ The Company will contact its subscribers via text message to their Lifeline supported telephone, or by mail, phone, email or other Internet communication. The notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact the Company.

²⁸ See Section 54.404(b)(9). The application/certification form will also describe the information that will be transmitted, that the information is being transmitted to USAC to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service. *See id.*

²⁹ *See Lifeline Reform Order*, ¶ 120.

³⁰ *See id.*, ¶ 145.

³¹ *See id.*, ¶ 130.

Verification De-Enrollment. Telrite will de-enroll subscribers that do not respond to the annual verification or fail to provide the required certification.³² The Company will send a single written notice explaining that failure to respond to the re-certification request within 30 days will result in the subscriber's de-enrollment from the Lifeline program. If the subscriber does not respond within the 30 days, the Company will de-enroll the subscriber within five business days.

E. Activation and Non-Usage

Telrite will not consider a prepaid subscriber activated, and will not seek reimbursement for Lifeline for that subscriber, until the subscriber activates the Company's prepaid service by a method established by Telrite. For activation of a handset provided to a new customer at an event or "in the field", successful applicants are provided a functioning handset and instructed to dial 770-200-1000 to complete the activation process. Such calls are free of charge to the applicant. To activate a handset provided to a successful applicant by mail, upon receipt of the handset, the applicant must contact Telrite customer service at 888-543-3620 or 888-543-3640 to activate the service. The customer must verify their last name, date of birth and last four digits of their Social Security number. The customer must also verify that he or she ordered the Lifeline service. The phone is activated only after that verification process has been completed.

In addition, after service activation, the Company will provide a de-enrollment notice to subscribers that have not used their service for 60 days. After 60 days of non-use, Telrite will provide notice to the subscriber that failure to use the Lifeline service within a 30-day notice period will result in de-enrollment.³³ Subscribers can "use" the service by: (1) completing an outbound call; (2) purchasing minutes from the Company to add to the subscriber's plan; (3)

³² See *id.*, ¶ 142; section 54.54.405(e)(4).

³³ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

answering an incoming call from a party other than the Company; or (4) responding to a direct contact from the Company and confirming that the subscriber wants to continue receiving the service.³⁴

If the subscriber does not respond to the notice, the subscriber will be de-enrolled and Telrite will not request further Lifeline reimbursement for the subscriber. The Company will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.³⁵

F. Additional Measures to Prevent Waste, Fraud and Abuse

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, the Company will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence.

In addition to checking the database when it becomes available, Company personnel will emphasize the “one Lifeline phone per household” restriction in their direct sales contacts with potential customers. Training materials include a discussion of the limitation to one Lifeline phone per household, and the need to ensure that the customer is informed of this restriction.³⁶ Telrite conducts background checks on all Company personnel interacting with existing and potential Lifeline customers and they must pass a complete onboarding process that includes a photo identification check. All such Company personnel also undergo training regarding the

³⁴ See *Lifeline Reform Order*, ¶ 261; section 54.407(c)(2).

³⁵ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

³⁶ See *id.*

eligibility and certification requirements in the *Lifeline Reform Order* and this Compliance Plan. New Company personnel complete an initial mandatory three-hour training session conducted by corporate trainers that are employees of Telrite where they are given training materials, a field training manual and a compliance manual, as well as shown visual examples of documents acceptable to demonstrate eligibility for the Lifeline program. These training documents are regularly updated to reflect the requirements of the *Lifeline Reform Order* and this Compliance Plan, and they are provided to existing Company personnel. All Company personnel must have these manuals with them when conducting enrollment or other activities for Telrite. Further, Telrite holds weekly compliance updates and weekly refresher/continuing education conference calls and all Company personnel have access to a Telrite portal with a large resource section containing policies, tips and procedures for Lifeline enrollment.

Telrite also has Compliance and Field Operations teams that investigate possible waste, fraud and abuse by Company personnel or representatives and either resolve the issues or escalate them. Solutions can include additional training, deactivation of credentials, termination and possible legal action. To discover potential waste, fraud and abuse, the Compliance Department is responsible for tracking and monitoring data entry, orders and behavior of Company personnel engaging in Lifeline enrollments, as well as conducting data audits (tracking statistics on orders to look for irregularities), customer quality calls, secret shopping, no-notice field audits and photo audits (random audits requiring the representative to take a photo of the event set-up). Telrite's Compliance Department is itself subject to outside audits by CGM.

Finally, on or before May 4, 2012, all Telrite agents and representatives received a Training Bulletin and Fraud Policy, which Telrite also filed with the Commission, designed to

remind all Company personnel engaged in enrollment of Lifeline applicants regarding their obligations to explain the one-per-household restriction to Lifeline applicants.

Database. When the National Lifeline Accountability Database (“National Database”) becomes available, Telrite will comply with the requirements of new rule section 54.404. The Company will query the National Database to determine whether a prospective subscriber is currently receiving a Lifeline service from another ETC and whether anyone else living at the prospective subscriber’s residential address is currently receiving Lifeline service.³⁷

One-Per-Household. Telrite will implement the requirements of the *Lifeline Reform Order* to ensure that it provides only one Lifeline benefit per household³⁸ through the use of its application and certification forms discussed above, database checks and its marketing materials discussed below. Upon receiving an application for the Company’s Lifeline service, Telrite validates and normalizes the address provided via the MELISSA database and then the name, address, date of birth and last four digits of the Social Security number are entered into Telrite’s internal duplicate database to ensure that it does not already provide Lifeline-supported service

³⁷ See *Lifeline Reform Order*, ¶ 203. Company will also transmit to the National Database the information required for each new and existing Lifeline subscriber. See *id.*, ¶¶ 189-195; section 54.404(b)(6). Further, Company will update each subscriber’s information in the National Database within ten business days of any change, except for de-enrollment, which will be transmitted within one business day. See section 54.404(b)(8),(10).

³⁸ A “household” is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An “economic unit” consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians. See *Lifeline Reform Order*, ¶ 74; section 54.400(h).

to that individual or another person at the same address.³⁹ If so, and the applicant lives at an address with multiple households, the Company will require the applicant to complete and submit a written USAC document containing the following: (1) an explanation of the Commission's one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income, pursuant to the Commission's definition; and (4) the penalty for a consumer's failure to make the required one-per-household certification (*i.e.*, de-enrollment).⁴⁰ Further, if a subscriber provides a temporary address on his or her application/certification form collected as described above, the Company will verify with the subscriber every 90 days that the subscriber continues to rely on that address.⁴¹

In addition, Company personnel will inform each Lifeline applicant that he or she may be receiving Lifeline support under another name, and facilitate the applicant's understanding of what constitutes "Lifeline-supported services," and ability to determine whether he or she is already benefiting from Lifeline support, by informing the consumer that all Lifeline services may not be currently marketed under the name Lifeline. Telrite also asks each customer whether they are receiving Lifeline service from one of the other major Lifeline providers in the state (*e.g.*, SafeLink, Assurance). Further, at the time of enrollment, Telrite checks each applicant against an internal database, as well as a pooled duplicates database established by CGM.

³⁹ See *Lifeline Reform Order*, ¶ 78.

⁴⁰ See *id.* The USAC worksheet is available at <http://www.usac.org/li/tools/news/default.aspx#582>.

⁴¹ See *Lifeline Reform Order*, ¶ 89.

Finally, Telrite will continue to participate in the In-Depth Validation process with the Commission and USAC to locate and address duplicates between ETCs in various states until the national database is in place.

Marketing Materials. Within the deadline provided in the *Lifeline Reform Order*, the Company will include the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service, (2) Lifeline is a government assistance program, (3) the service is non-transferable, (4) only eligible consumers may enroll in the program, (5) the program is limited to one discount per household; (6) that documentation is necessary for enrollment; and (7) Telrite's name (the ETC).⁴² These statements will be included in all print, audio video and web materials (including social networking media) used to describe or enroll customers in the Company's Lifeline service offering, as well as the Company's application forms and certification forms.⁴³ This specifically includes the Company's website (www.lifewireless.com) and outdoor signage.⁴⁴ A sample of the Company's marketing materials is included as Exhibit C. In addition, the Company's application/certification form will state that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

G. Company Reimbursements From the Fund

To ensure that the Company does not seek reimbursement from the Fund without a subscriber's consent, Telrite will certify, as part of each reimbursement request, that it is in compliance with all of the Commission's Lifeline rules and, to the extent required, has obtained

⁴² See *Lifeline Reform Order*, ¶ 275; section 54.405(c).

⁴³ *Id.*

⁴⁴ *Id.*

valid certification and verification forms from each of the subscribers for whom it is seeking reimbursement.⁴⁵ Further, the Company will transition the submission of its FCC Forms 497 to the eighth day of each month in order to be reimbursed the same month, and inform USAC, to the extent necessary, to transition its reimbursement process to actual claims rather than projected claims over the course of more than one month.⁴⁶ In addition, the Company will keep accurate records as directed by USAC⁴⁷ and as required by new section 54.417 of the Commission's rules.

H. Annual Company Certifications

Telrite will submit an annual certification to USAC, signed by a Company officer under penalty of perjury, that the Company: (1) has policies and procedures in place to review consumers' documentation of income- and program-based eligibility and ensure that its Lifeline subscribers are eligible to receive Lifeline services;⁴⁸ (2) is in compliance with all federal Lifeline certification procedures;⁴⁹ and (3) has obtained a valid certification form for each subscriber for whom the carrier seeks Lifeline reimbursement.⁵⁰

In addition, the Company will provide the results of its annual re-certifications/verifications on an annual basis to the Commission, USAC, the applicable state commission and the relevant Tribal governments (for subscribers residing on Tribal lands).⁵¹

⁴⁵ See *Lifeline Reform Order*, ¶ 128; section 54.407(d).

⁴⁶ See *Lifeline Reform Order*, ¶¶ 302-306.

⁴⁷ See *id.*

⁴⁸ See *id.*, ¶ 126; section 54.416(a)(1).

⁴⁹ See *Lifeline Reform Order*, ¶ 127; section 54.416(a)(2).

⁵⁰ See section 54.416(a)(3).

⁵¹ See *Lifeline Reform Order*, ¶¶ 132,148; section 54.416(b).

Further, as discussed above, the Company will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.⁵²

The Company will also annually report to the Commission, USAC, and relevant state commissions and the relevant authority in a U.S. territory or Tribal government as appropriate,⁵³ the company name, names of the company's holding company, operating companies and affiliates, and any branding (such as a "dba" or brand designation) as well as relevant universal service identifiers for each entity by Study Area Code.⁵⁴ The Company will report annually information regarding the terms and conditions of its Lifeline plans for voice telephony service offered specifically for low income consumers during the previous year, including the number of minutes provided and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.⁵⁵ Finally, the Company will annually provide detailed information regarding service outages in the previous year, the number of complaints received and certification of compliance with applicable service quality standards and consumer protection rules, as well as a certification that the Company is able to function in emergency situations.⁵⁶

I. Cooperation with State and Federal Regulators

The Company has cooperated and will continue to cooperate with federal and state regulators to prevent waste, fraud and abuse. More specifically, the Company will:

⁵² See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

⁵³ See *Lifeline Reform Order*, section 54.422(c).

⁵⁴ See *Lifeline Reform Order*, ¶¶ 296, 390; section 54.422(a).

⁵⁵ See *Lifeline Reform Order*, ¶ 390; section 54.422(b)(5).

⁵⁶ See *Lifeline Reform Order*, ¶ 389; section 54.422(b)(1)-(4).

- Make available, upon request, state-specific subscriber data, including the names and addresses of Lifeline subscribers, to USAC and to each state public utilities commission where the Company operates for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier;⁵⁷
- Assist the Commission, USAC, state commissions, and other ETCs in resolving instances of duplicative enrollment by Lifeline subscribers, including by providing to USAC and/or any state commission, upon request, the necessary information to detect and resolve duplicative Lifeline claims;
- Promptly investigate any notification that it receives from the Commission, USAC, or a state commission to the effect that one of its customers already receives Lifeline services from another carrier; and
- Immediately de-enroll any subscriber whom the Company has a reasonable basis to believe⁵⁸ is receiving Lifeline-supported service from another ETC or is no longer eligible – whether or not such information is provided by the Commission, USAC, or a state commission.

II. Description of Lifeline Service Offerings⁵⁹

Telrite will offer its Lifeline service in the states where it is designated as an ETC⁶⁰ and throughout the coverage area of its underlying provider AT&T. The Company's Lifeline offering in each state where the Company has been designated as an ETC provides customers with their choice of 125 or 250 anytime prepaid minutes per month at no charge. Minutes do not expire for the 125 minute plan and unused minutes are rolled over to the next month. Unused minutes for the 250 minute plan do not roll over. Text messaging is available at the rate of:

- 125 Minute Plan: 1/3 minute (*i.e.*, 3 SMS texts per voice minute)
- 250 Minute Plan 1/3 minute (*i.e.*, 3 SMS texts per voice minute)

⁵⁷ The Company anticipates that the need to provide such information will sunset following the implementation of the national duplicates database.

⁵⁸ See section 54.405(e)(1).

⁵⁹ See Compliance Plan Public Notice at 3.

⁶⁰ The Company is currently designated as an ETC in Arkansas, Illinois, Louisiana, West Virginia, Rhode Island, Puerto Rico, Missouri, Maryland, Georgia & Minnesota.

Lifeline customers can purchase additional bundles of minutes in denominations of \$10.00, \$25.00, \$4.95, \$7.95, \$12.95, \$21.49 and \$29.95.⁶¹ Airtime, when used for standard cellular calls, is valued at and will be decremented at the following rates:

- 1) \$10.00 denomination - \$0.099 per minute of use;
- 2) \$25.00 denomination - \$0.0708 per minute of use;
- 3) \$4.95 denomination – 1 day Unlimited Talk and SMS;
- 4) \$7.95 denomination - 3 day Unlimited Talk and SMS;
- 5) \$12.95 denomination - 1 week Unlimited Talk and SMS;
- 6) \$21.95 denomination – 2 weeks Unlimited Talk and SMS;
- 7) \$29.95 denomination – 1 month Unlimited Talk and SMS;

Airtime “top-up” minutes are available for purchase at the Company’s retail locations, through any Money Gram location and on the Company’s website.⁶² Additional information regarding the Company’s plans, rates and services can be found on its website: www.lifewireless.com.

In addition to free voice services, Telrite’s Lifeline plan will include a free handset and custom calling features at no charge, including Caller ID, Call Waiting, Call Forwarding, 3-Way Calling, Voice Mail, No Roaming charges and free access to Customer Care by dialing 611 from customers’ Life Wireless handset or by dialing 1-888-543-3620 from any wireline phone. All plans include domestic long-distance at no extra per minute charge. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes.

⁶¹ The \$29.95 rate for unlimited talk and text is available only to Life Wireless customers that purchase online or by calling Telrite customer service. The retail rate available in stores is \$42.95, which is set to be reduced to a yet undetermined rate.

⁶² Top-up minutes are provided using the PureTalk USA and Pure Unlimited brands, by Puretalk Holdings, LLC, a sister company of Telrite with common ownership, though not technically an affiliate.

III. **Demonstration of Financial and Technical Capabilities and Certifications Required for ETC Designation**⁶³

Financial and Technical Capabilities. Revised Commission rule 54.202(a)(4), 47 C.F.R. 54.202(a)(4), requires carriers petitioning for ETC designation to demonstrate financial and technical capability to comply with the Commission's Lifeline service requirements.⁶⁴ The Compliance Plan Public Notice requires that carriers' compliance plan include this demonstration. Among the factors the Commission will consider are: a carrier's prior offering of service to non-Lifeline subscribers, the length of time the carrier has been in business, whether the carrier relies exclusively on Lifeline reimbursement to operate, whether the carrier receives revenues from other sources and whether the carrier has been the subject of an enforcement action or ETC revocation proceeding.

Telrite has been offering Lifeline service to customers since October, 2010. Telrite also offers several other telecommunication services in addition to its Lifeline service. In 2011, the wireline services offered by Telrite produced substantial net income. This revenue was generated from more than 30,000 customers of Telrite's local and long distance service, which Telrite has been providing for over 10 years. In sum, Telrite has access to sufficient funds to run its business and is not solely dependent on reimbursements from the Fund. Telrite recently entered into a consent decree with the Enforcement Bureau relating to an investigation begun in 2004.⁶⁵ The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

⁶³ See Compliance Plan Public Notice at 3.

⁶⁴ See *Lifeline Reform Order*, ¶¶ 387-388 (revising Commission rule 54.202(a)(4)).

⁶⁵ See Telrite Corporation, File No. EB-05-1H-2348, Order and Consent Decree, DA 12-612 (rel. Apr. 18, 2012).

Service Requirements Applicable to the Company's Support. The Compliance Plan Public Notice requires carriers to include "certifications required under newly amended section 54.202 of the Commission's rules."⁶⁶ Telrite certifies that it will comply with the service requirements applicable to the support the Company receives.⁶⁷ Telrite provides all of the telecommunications service supported by the Lifeline program and will make the services available to all qualified consumers throughout the states in which it is designated as an ETC. The Company's services include voice telephony services that provide voice grade access to the public switched network or its functional equivalent. Further, the Company's service offerings provide its customers with minutes of use for local service at no charge to the customer. The Company will offer a set number of minutes of local exchange service free of charge to its subscribers. Telrite's current Lifeline offerings include packages in Section II *supra* that can be used for local and domestic toll service.

The Company also will provide access to emergency services provided by local government or public safety officials, including 911 and E911 where available and will comply with any Commission requirements regarding E911-compatible handsets. As discussed above, the Company will comply with the Commission's forbearance grant conditions relating to the provision of 911 and E911 services and handsets.

Finally, Telrite will not provide toll limitation service ("TLS"), which allows low income consumers to avoid unexpected toll charges. However, since the Company is a prepaid service provider, customers cannot be disconnected for failure to pay toll charges, nor are there additional charges for exceeding their minutes. Further, the Company, like most wireless carriers, does not differentiate domestic long distance toll usage from local usage and all usage is

⁶⁶ Compliance Plan Public Notice at 3.

⁶⁷ 47 C.F.R. § 54.202(a)(1).

paid for in advance. Pursuant to the *Lifeline Reform Order*, subscribers to such services are not considered to have voluntarily elected to receive TLS.⁶⁸

IV. Conclusion

Telrite submits that its Compliance Plan fully satisfies the conditions set forth in the Commission's *Lifeline Reform Order*, the Compliance Plan Public Notice and the Lifeline rules. Accordingly, the Company respectfully requests that the Commission expeditiously approve its Compliance Plan.

Respectfully submitted,



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Counsel to Telrite Corporation

December 19, 2012

⁶⁸ See *Lifeline Reform Order*, ¶ 230.

EXHIBIT A



Life Wireless

Georgia Wireless Lifeline Service Application and Certification

Mail or Fax completed and signed form to

Telrite Corporation / Life Wireless

PO Box 2840 Covington, GA 30015

FAX: 1-866-770-6110 / EMAIL: lwforms@lifewireless.com

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in Telrite Corporation / Life Wireless' 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 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 at least one of the following programs (check one):

- | | |
|---|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) | <input type="checkbox"/> Income at or below 135% of Federal Poverty Guidelines |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Food Distribution Program on Indian Reservations (FDPIR) |
| <input type="checkbox"/> Medicaid (not Medicare) | <input type="checkbox"/> Bureau of Indian Affairs General Assistance (BIA) |
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Tribally Administered TANF (TATNF) |
| <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) | <input type="checkbox"/> Head Start (meeting income qualifying standards) |
| <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP) | <input type="checkbox"/> Senior Citizen Low Income Discount Offered by Local Gas or Power Company |
| <input type="checkbox"/> National School Lunch Program's free lunch program | |

Tribal eligibility:

- I hereby certify that I reside on Federally-recognized Tribal lands.

Customer Application Information:

First Name: _____ Middle Name: _____ Last Name: _____
Date of Birth: Month: ___ Day: ___ Year: _____ Last Four Digits of Social Security Number (or Tribal ID Number): _____
If Qualifying for Lifeline by Income, number of Individuals in Household: _____
Home Telephone Number (if available): _____

Residential Address (P.O. Box NOT sufficient)

Number: _____ Apt: _____ Street _____ City _____
State: _____ Zip Code: _____

Address is (choose one): Permanent Temporary

Billing Address (if different from Residential Address) (P.O. Box IS sufficient)

Number: _____ Apt: _____ Street _____ City _____
State: _____ Zip Code: _____

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 calling 770-200-1000. 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*

Company, or by responding to a direct contact from 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 (e.g., name, telephone number and address), 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.

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 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 address listed below 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 every 90 days
- 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

Applicant's Signature: _____ **Date:** _____

For Agent Use Only (check only 1 eligibility category and only 1 box under that category; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility:

- The prior year's state, federal, or Tribal tax return,
- Current income statement from an employer or paycheck stub,
- A Social Security statement of benefits,
- A Veterans Administration statement of benefits,
- A retirement/pension statement of benefits,
- An Unemployment/Workmen's Compensation statement of benefits,
- Federal or Tribal notice letter of participation in General Assistance, or
- A divorce decree, child support award, or other official document containing income information for at least three months time.

Documents Acceptable Proof for Program-Eligibility

(choose 1 from each list A and B below)

List A - Choose 1

- Supplemental Nutrition Assistance Program (SNAP)
- Medicaid
- Section 8 Federal Public Housing Assistance (FPHA)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program's free lunch program
- Food Distribution Program on Indian Reservations (FDPIR)
- Bureau of Indian Affairs General Assistance (BIA)
- Tribally Administered TANF (TATNF)
- Head Start (meeting income qualifying standards)
- Senior Citizen Low Income Discount Offered by Local Gas or Power Company

List B - Choose 1

- Program Participation card / document
- Prior year's statement of benefits
- Notice letter of participation
- Other official qualifying document: _____

Last 4 digits of Document from List B _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document: ____/____/____

Applicant Account Number	Rep / Agent Signature

EXHIBIT B



Life Wireless Lifeline Service Application Income Eligibility Worksheet

Individuals in all states are able to enroll in the Lifeline program by demonstrating that their household's annual income is at or below 135% of the Federal Poverty Guidelines. This table should be used to determine whether a Lifeline applicant is eligible for Lifeline service based on the number of individuals in the applicant's household and the applicant's household annual income:

HOUSEHOLD SIZE	INCOME LEVEL
1	\$15,080
2	\$20,426
3	\$25,772
4	\$31,118
5	\$36,464
6	\$41,810
7	\$47,156
8	\$52,502
For each additional person	Add \$5,346

Applicants must list the number of individuals in the applicant's household on the Lifeline application form. Applicants seeking to qualify for Lifeline service based on their household income must present one of the following documents in order to prove eligibility:

- the prior year's state, federal, or Tribal tax return
- current income statement from an employer or paycheck stub
- a Social Security statement of benefits
- a Veterans Administration statement of benefits
- a retirement/pension statement of benefits
- an Unemployment/Workmen's Compensation statement of benefits
- Federal or Tribal notice letter of participation in General Assistance
- a divorce decree, child support award, or other official document containing income information for at least three months time

This is a Lifeline service provided Telrite Corporaton. Lifeline is a government assistance program. Only one Lifeline service is available per household. Households are not permitted to receive multiple Lifeline benefits whether they are from one or multiple companies, wireless or wireline. Proof of eligibility is required for enrollment and only eligible customers may enroll in Lifeline service. Consumers who willingly make false statements to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Lifeline is a non-transferable benefit. Lifeline customers may not transfer their benefits to any other person.

EXHIBIT C

Welcome!



Life Wireless Customer you will receive FREE Minutes each month on your anniversary date. Unused minutes will roll-over to the next month and never expire as long as your account remains active. Must make at least one call each 60 days to keep your service active.*

Life Wireless Features:

- Nationwide Calling
- Text Messaging
- Caller ID
- Voicemail
- Rollover Minutes
- Affordable Recharge Plans
- Free 911 Service



Life Wireless is a Lifeline supported service, a government assistance program. Only eligible customers may enroll in the program. See if you qualify for a free phone with free monthly service! Service is limited to one discount per household, consisting of either wireline or wireless service. Forms of documentation necessary for enrollment are listed on reverse. Service is non-transferable.

Recharge With Pure Unlimited

If you need more than the allotted free minutes each month, Life Wireless has partnered with Pure Unlimited to offer you recharge cards in the following denominations.

3 Day Unlimited Talk & Text	1 Week Unlimited Talk & Text	2 Week Unlimited Talk & Text	1 Month Unlimited Talk & Text
\$7.95	\$12.95	\$21.49	\$42.95

\$10 and \$25 Recharge Cards Also Available at 9.9¢ per minute and 5¢ per text.

Pure Unlimited recharge cards are available in many retail establishments or online at

www.lifewireless.com

We Accept **MoneyGram** International Money Transfer

Receive Code: 7924

Things to know:

- ☛ Lifeline benefits are limited to a single line of service per household. You may not receive multiple Lifeline or Link Up discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both.
- ☛ Customers must present Photo ID and Proof of Benefit to obtain service.
- ☛ **To complete the activation process you must power on your phone and place a call to 770-200-1000.**
- ☛ If you have further questions or concerns, Life Wireless Customer Service is ready to help. Agents are available 7 days a week from 8:00 am to Midnight EST at

1-888-543-3620

IMPORTANT: consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.



www.lifewireless.com

Telrite Corporation is an Eligible Telecommunications Carrier (ETC), doing business as Life Wireless.



*Rollover is contingent upon the minutes program and that not all free minute plans contain rollover minutes

Forms of documentation necessary for enrollment: All subscribers will be required to demonstrate eligibility based at least on (1) Household income at or below 135% of Fed Poverty guidelines for a household of that size; OR (2) the household's participation in one of the federal assistance programs. 1 - current or prior year's statement of benefits from a qualifying state, federal or Tribal program. 2 - a notice letter of participation in a qualifying state, federal or Tribal program. 3 - program participation documents (eg: consumers SNAP card, Medicaid card, or copy thereof). 4 - other official document evidencing the consumer's participation in a qualifying state, federal or Tribal program. Income eligibility: Prior Year's state, federal or Tribal tax return, current income statement from an employer or paycheck. Social Security statement of benefits. Veterans Administration statement of benefits. Retirement/pension statement of benefits. Unemployment/ Workmen's comp statement of benefits. Federal or Tribal notice letter of participation in General Assistance, Divorce decree, child support award, or other official document containing income information for at least three (3) months time. Life Wireless will NOT retain a copy of this documentation. \$42.95 Unlimited cards is good for 1 month of Unlimited Talk & Text. \$21.49 Unlimited card is good for 14 days of Unlimited Talk & Text. \$12.95 Unlimited card is good for 7 days of Unlimited Talk & Text. \$7.95 Unlimited card is good for 3 days of Unlimited Talk & Text. Upon expiration of Unlimited Card, you must add a new recharge card of any denomination to continue service. \$10 and \$25 recharge cards available at a rate of 9.9¢ per minute and 5¢ per text. Pure Unlimited recharge cards valid for Pure Unlimited or Life Wireless phones/service only. Rates and fees subject to change.

FREE PHONE

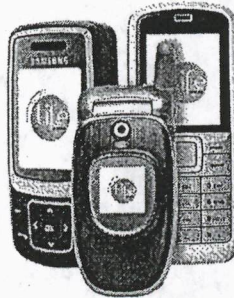


WITH FREE MONTHLY SERVICE!

Life Wireless is a Lifeline supported service, a government assistance program. Only eligible customers may enroll in the program. See if you qualify for a free phone with free monthly service! Service is limited to one discount per household, consisting of either wireline or wireless service. Forms of documentation necessary for enrollment are listed below. Service is non-transferable.

Life Wireless Features:

- ✦ Nationwide Calling
- ✦ Text Messaging
- ✦ Caller ID
- ✦ Voicemail
- ✦ Rollover Minutes
- ✦ Affordable Recharge Plans

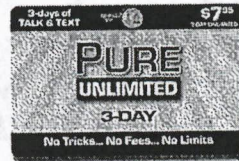


IMPORTANT: consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

Need more minutes? Recharge With Pure Unlimited

As Low As

\$7.95



1 Week Unlimited Talk & Text	2 Week Unlimited Talk & Text	1 Month Unlimited Talk & Text
\$12.⁹⁵	\$21.⁴⁹	\$42.⁹⁵

\$10 and \$25 Recharge Cards Also Available!

1-888-543-3620



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FREE CELL PHONE

with FREE Monthly Service



1-888-543-3620

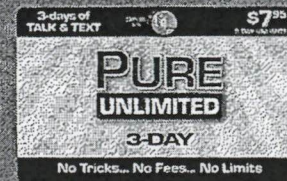
www.LifeWireless.com

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Affordable UNLIMITED Recharge Plans



As Low As
\$7.95

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Come to the LIFE WIRELESS booth for more details!



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
Internet: <http://www.fcc.gov>
TTY: 1-888-835-5322

DA 12-2063

Release Date: December 26, 2012

**WIRELINER COMPETITION BUREAU APPROVES THE COMPLIANCE PLANS OF
AIRVOICE WIRELESS, AMERIMEX COMMUNICATIONS, BLUE JAY WIRELESS,
MILLENNIUM 2000, NEXUS COMMUNICATIONS, PLATINUMTEL COMMUNICATIONS,
SAGE TELECOM, TELRITE AND TELScape COMMUNICATIONS**

WC Docket Nos. 09-197 and 11-42

The Wireline Competition Bureau (Bureau) approves the compliance plans of nine carriers: AirVoice Wireless, LLC (AirVoice); AmeriMex Communications Corp. (AmeriMex); Blue Jay Wireless, LLC (Blue Jay); Millennium 2000, Inc. (Millennium 2000); Nexus Communications, Inc. (Nexus); PlatinumTel Communications, LLC (PlatinumTel); Sage Telecom, Inc. (Sage); Telrite Corporation (Telrite); and Telscape Communications, Inc. d/b/a Telscape Wireless (Telscape). The compliance plans were filed pursuant to the *Lifeline Reform Order* as a condition of obtaining forbearance from the facilities requirement of the Communications Act of 1934, as amended (the Act), for the provision of Lifeline service.¹

The Act provides that in order to be designated as an eligible telecommunications carrier (ETC) for the purpose of universal service support, a carrier must “offer the services that are supported by Federal universal service support mechanisms . . . either using its own facilities or a combination of its own facilities and resale of another carrier’s services”² The Commission amended its rules to define voice telephony as the supported service and removed directory assistance and operator services, among other things, from the list of supported services.³ As a result of these amendments, many Lifeline-only ETCs that previously met the facilities requirement by providing operator services, directory assistance or other previously supported services no longer meet the facilities requirement of the Act.⁴ In the *Lifeline Reform Order*, the Commission found that a grant of blanket forbearance of the facilities requirement,

¹ See *Lifeline and Link Up Reform and Modernization et al*, WC Docket No.11-42 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, 27 FCC Rcd 6656, 6816-17, paras. 379-380 (2012) (*Lifeline Reform Order*). A list of the compliance plans approved through this Public Notice can be found in the Appendix to this Public Notice.

² 47 U.S.C. § 214(e)(1)(A).

³ See *Lifeline Reform Order*, 27 FCC Rcd at 6678, para. 47; see also 47 C.F.R. § 54.101(a).

⁴ See *Lifeline Reform Order*, 27 FCC Rcd at 6812, para. 366, App. A; *Connect America Fund et al*, WC Docket 10-90, Order on Reconsideration, 26 FCC Rcd 17633, 17634-35, para. 4 (2011) (*USF/ICC Transformation Order on Reconsideration*). Some ETCs have included language in their compliance plans indicating that they have facilities or plan to acquire facilities in the future. See, e.g., Blanket Forbearance Compliance Plan, WC Docket Nos. 09-197 and 11-42, Q Link Wireless, LLC’s Third Amended Compliance Plan at 4 n. 2 (filed July 30, 2012). To the extent ETCs seek to avail themselves of the conditional forbearance relief established in the *Lifeline Reform Order*, we presume they lack facilities to provide the supported service under sections 54.101 and 54.401 of the Commission’s rules. See 47 C.F.R. §§ 54.101 and 54.401. Such ETCs must comply with the compliance plan approved herein in each state or territory where they are designated as an ETC, regardless of their claim of facilities for other purposes, such as eligibility for state universal service funding.

subject to certain public safety and compliance obligations, is appropriate for carriers seeking to provide Lifeline-only service.⁵ Therefore, in the *Lifeline Reform Order*, the Commission conditionally granted forbearance from the Act's facilities requirement to all telecommunications carriers seeking Lifeline-only ETC designation, subject to the following conditions: (1) compliance with certain 911 and enhanced 911 public safety requirements; and (2) Bureau approval of a compliance plan providing specific information regarding the carrier and its service offerings and outlining the measures the carrier will take to implement the obligations contained in the *Order*.⁶

The Bureau has reviewed the nine plans listed in the Appendix for compliance with the conditions of the *Lifeline Reform Order* and now approves those nine compliance plans.⁷

Filings, including the Compliance Plans identified in the Appendix, and comments are available for public inspection and copying during regular business hours at the FCC Reference Information Center, Portals II, 445 12th Street, S.W., Room CY-A257, Washington, D.C. 20554. They may also be purchased from the Commission's duplicating contractor, Best Copy and Printing, Inc., Portals II, 445 12th Street, S.W., Room CY-B402, Washington, D.C. 20554, telephone: (202) 488-5300, fax: (202) 448-5563, or via email www.bcpweb.com.

People with Disabilities: To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an email to fcc504@fcc.gov or call the Consumer & Governmental Affairs Bureau at (202) 418-7400 or TTY (202) 418-0484.

For further information, please contact Michelle Schaefer, Telecommunications Access Policy Division, Wireline Competition Bureau at (202) 418-7400 or TTY (202) 418-0484.

- FCC -

⁵ See *Lifeline Reform Order*, 27 FCC Rcd at 6813-6817, paras. 368-381.

⁶ See *id.*, 27 FCC Rcd at 6814, 6819, paras. 373, 389. Subsequently, the Bureau provided guidance for carriers submitting compliance plans pursuant to the *Lifeline Reform Order*. *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197 and 11-42, Public Notice, 27 FCC Rcd 2186 (Wireline Comp. Bur. 2012).

⁷ The Commission has not acted on any pending ETC petitions filed by these carriers, and this Public Notice only approves the compliance plans of the carriers listed above. While these compliance plans contain information on each carrier's Lifeline offering, we leave it to the designating authority to determine whether or not the carrier's Lifeline offerings are sufficient to serve consumers. See *Lifeline Reform Order*, 27 FCC Rcd at 6679-80, 6818-19, paras. 50, 387.

APPENDIX

Petitioner	Compliance Plans As Captioned by Petitioner	Date of Filing	Docket Numbers
AirVoice Wireless, LLC	AirVoice Wireless, LLC's Amended Compliance Plan	December 7, 2012	09-197; 11-42
AmeriMex Communications Corp.	AmeriMex Communications Corp. Revised Compliance Plan	December 6, 2012	09-197; 11-42
Blue Jay Wireless, LLC	Blue Jay Wireless, LLC Compliance Plan	November 30, 2012	09-197; 11-42
Millennium 2000 Inc.	Amended Compliance Plan of Millennium 2000 Inc.	December 18, 2012	09-197; 11-42
Nexus Communications, Inc.	Third Amended Compliance Plan of Nexus Communications, Inc.	December 4, 2012	09-197; 11-42
PlatinumTel Communications, LLC	PlatinumTel Communications LLC's Revised Compliance Plan	December 19, 2012	09-197; 11-42
Sage Telecom, Inc.	Revised Compliance Plan of Sage Telecom, Inc.	December 19, 2012	09-197; 11-42
Telrite Corporation	Telrite Corporation Compliance Plan	November 29, 2012	09-197; 11-42
Telscape Communications Inc. d/b/a Telscape Wireless	Revised Compliance Plan of Telscape Communications, Inc.	December 19, 2012	09-197; 11-42



PUBLIC NOTICE

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445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
Internet: <http://www.fcc.gov>
TTY: 1-888-835-5322

Released: January 2, 2013

ERRATUM

**WIRELINER COMPETITION BUREAU APPROVES THE COMPLIANCE PLANS OF
AIRVOICE WIRELESS, AMERIMEX COMMUNICATIONS, BLUE JAY WIRELESS,
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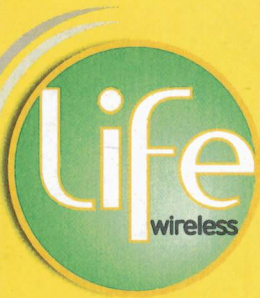
WC Docket Nos. 09-197 and 11-42

On December 26, 2012, the Wireline Competition Bureau released a *Public Notice*, DA 12-2063, in the above-captioned proceedings. This Erratum amends the Appendix of the *Public Notice* by correcting the filing dates listed for petitioners Blue Jay Wireless, LLC and Telrite Corporation to read as December 19, 2012 and filing date for petitioner Nexus Communications Inc. to read as December 6, 2012.

- FCC -

EXHIBIT "E"
SAMPLE ADVERTISING

FREE CELL PHONE with FREE Monthly Service



Affordable UNLIMITED Recharge Plans

www.LifeWireless.com



As Low As **\$7.95**

Representatives will be at:

Type Address Here

To qualify bring photo ID and one proof of benefits (EBT, SSI, TANF, Section 8, Medicaid, LIHEAP, Free School Lunch)

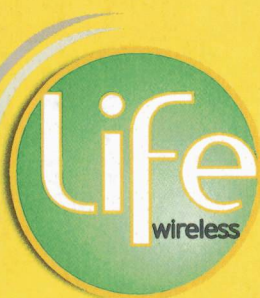
Life Wireless is a Lifeline supported service, a government assistance program. Only eligible customers may enroll in the program. See if you qualify for a free phone with free monthly service! Service is limited to one discount per household, consisting of either wireline or wireless service. Forms of documentation necessary for enrollment are listed below. Service is non-transferable.

IMPORTANT: consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

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As a Life Wireless Customer you will receive FREE Minutes each month on your anniversary date. You must make at least one call every 60 days to keep your service active.*

Life Wireless Plans:

Monthly Minutes	Text Rate	Rollover
125	1/3 minute	Yes
250	1/3 minute	No

Life Wireless Features:

- Nationwide Calling
- Text Messaging
- Caller ID
- Voicemail
- Rollover Minutes
- Affordable Recharge Plans
- Free 911 Service



Life Wireless provides Lifeline supported service to qualifying individuals. Life Wireless will provide a free wireless handset and free monthly minutes for as long as you remain an active qualified customer. Lifeline is a government assistance program and only eligible consumers may enroll to receive Lifeline discounts. This service is non-transferable.

Recharge With Pure Unlimited

To Purchase Recharge Minutes or to Find a Retailer Near You Dial 611.

If you need more than the allotted free minutes each month, Life Wireless has partnered with Pure Unlimited to offer you recharge cards in the following denominations.

1 Day Unlimited Talk & Text	3 Day Unlimited Talk & Text	1 Week Unlimited Talk & Text	2 Week Unlimited Talk & Text	1 Month Unlimited Talk & Text
\$4.95	\$7.95	\$12.95	\$21.49	\$29.95

\$5 and \$10 Recharge Cards Also Available

Pure Unlimited recharge cards are available in many retail establishments or online at www.lifewireless.com

We Accept  **MoneyGram**. Receive Code: 7924

Things to know:

- Lifeline benefits are limited to a single line of service per household. You 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.
- Customers must present Photo ID and Proof of Benefit to obtain service.
- **To complete the activation process you must power on your phone and place a call to 770-200-1000.**
- If you have further questions or concerns, Life Wireless Customer Service is ready to help. Agents are available 7 days a week from 8:00 am to Midnight EST. From your Life Wireless Phone, dial 611 for Customer Service (this does not use your minutes) or from a land line phone, dial 1-888-543-3620.

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www.lifewireless.com

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EXHIBIT F
TERMS OF SERVICE

LIFE WIRELESS TERMS

You are bound to the following with regard to your use of the LIFE WIRELESS™ service:

- 1) The Terms of Service, including the binding arbitration clause
- 2) The "Plan Terms" and other information regarding your Rate Plan contained on the Rate Plan page
- 3) The terms and conditions and other information regarding features provided on the page where you selected your features. Printed materials containing much of this information will also be provided to you. Go to WWW.WWW.LIFEWIRELESS.COM for information about the 14 day return policy.

1. LIFE WIRELESS TERMS OF SERVICE: "LIFE WIRELESS" or "we," "us" or "our" refers to LIFE WIRELESS Holdings LLC, acting on behalf of its FCC-licensed partners doing business as LIFE WIRELESS. "You" or "your" refers to the person or entity that is the customer of record and/or purchases or uses the Equipment or Device (as defined below). This LIFE WIRELESS Terms of Service is an agreement between LIFE WIRELESS and you ("Agreement.") PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. PLEASE NOTE: This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute.

2. CHARGES: You are responsible for paying all charges for or resulting from services provided under this Agreement. Charges may include, without limitation: airtime, roamer, recurring monthly service, activation, administrative, returned-check and late payment charges; network and other surcharges; optional feature charges; toll, collect call and directory assistance charges; any other charges or calls charged to your phone number; and applicable taxes, surcharges and governmental fees, whether assessed directly upon you or upon LIFE WIRELESS. LIFE WIRELESS may add its own charges to those charged by third parties. Payment for all charges is made in advance and there is no proration of such charges. You agree to pay for incoming and outgoing calls to and from your phone. AIRTIME AND OTHER MEASURED VOICE USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS AND IS ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR CHARGING PURPOSES. LIFE WIRELESS CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR CHARGING PURPOSES. LIFE WIRELESS CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RE-SEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan or additional features that include a predetermined allotment of services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as part of such rate plan, any unused allotment of services from one monthly period will not carry over to the next monthly period. Additional charges may apply for detailed information about your usage of services. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one-minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers.

3. DISPUTES: WITHIN 60 DAYS OF THE DATE OF ANY EVENT GIVING RISE TO A DISPUTE, YOU MUST NOTIFY US IN WRITING AT LIFE WIRELESS, BILL DISPUTE, PO BOX 2207, COVINGTON GA 30015 ("LIFE WIRELESS'S ADDRESS") OF SUCH DISPUTE, INCLUDING A DISPUTE OVER ANY CHARGES AND ANY SERVICE WE PROVIDED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE CHARGE OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE.

4. DEVICE: The wireless phone or other device assigned to your account ("Device") must be compatible with, and not interfere with, our service, and must comply with all applicable laws, rules and regulations. A Device capable only of using data service is not allowed with LIFE WIRELESS service. We may periodically program your Device remotely with system

settings for roaming service, to direct your Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually. Devices purchased for use on LIFE WIRELESS's systems are designed for use only on LIFE WIRELESS's network ("Equipment") and may not function on other wireless networks. Equipment is sold exclusively for use with LIFE WIRELESS service and may not be resold. By purchasing such Equipment you agree to activate and use it on LIFE WIRELESS service. You also agree that you will not make, nor will you assist others to make, any modifications to the Equipment or programming to enable the Equipment to operate on any other system. LIFE WIRELESS may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. You understand and acknowledge that the Equipment is sold solely for use with LIFE WIRELESS service and that LIFE WIRELESS will be significantly damaged if you use or assist others to use the Equipment for any other purpose. You agree not to take any action to circumvent limits on the quantity of Equipment that may be purchased. You will be liable to LIFE WIRELESS for any damages resulting from the conduct prohibited in this section.

5. PURCHASES AND AUTHORITY TO USE: Your Device can be used to purchase goods and services including ring tones, graphics, games or news alerts (including subscription plans) from LIFE WIRELESS or elsewhere from third parties ("Goods, Content, and Services"). Goods, Content, and Services may be purchased directly with any Device assigned to your account or on-line. Data transport charges are also incurred in the purchase of Goods, Content, and Services. Unless you have a data feature, in which case you will be billed according to your data feature, you will be charged at the standard per kilobyte charge for the Goods, Content, and Services transport when delivered. You have full-time access to your Goods, Content, and Services transaction history on our website. You are responsible for all Devices containing a SIM assigned to your account. Except as otherwise provided in this Agreement, if such Device is used by others to purchase Goods, Content, and Services, you are responsible for all such purchases and all associated charges. You are giving those other users your authority 1) to order Goods, Content, and Services from the Device, including subscription services, and to incur charges for those Goods, Content, and Services, and 2) to give any consent required for those Goods, Content, and Services, including the consent to use that user's location information to deliver customized information to that user's Device, or to make any representation required for those Goods, Content, and Services, including a representation of the user's age, if requested. Usage by others can be restricted by use of parental controls or similar features. Visit our website to learn more.

6. Unlimited Voice and Text Services: UNLIMITED DOES NOT MEAN UNREASONABLE USE. Unlimited voice services are provided primarily for live dialogue between two individuals. If your use of unlimited services for conference calling or call forwarding exceeds 750 minutes per month, LIFE WIRELESS may, at its option, terminate your service or change your plan to one with no unlimited usage components. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections that do not consist of uninterrupted live dialogue between two individuals. If LIFE WIRELESS finds that you are using an unlimited voice service offering for anything other than live dialogue between two individuals, LIFE WIRELESS may at its option terminate your service or change your plan to one with no unlimited usage components. LIFE WIRELESS will provide notice that it intends to take any of the above actions, and you may terminate the Agreement. With the monthly and daily Unlimited plans, unlimited text within the U.S. includes text only. The rate plan charge for the Unlimited Daily Talk & Text plan is assessed each day you use your phone to make or receive voice calls, including a call to voice mailbox, or send a text message. The day for purposes of the daily rate plan charge starts at midnight and ends at midnight based on the time zone in which you are located when you make a call or send a message. A minimum account balance sufficient to pay the rate plan charge for the daily Unlimited plan is required to place or receive the first call of the day, use IM or send a message.

7. LOCATION-BASED SERVICES: Your Device may be location-enabled meaning that the Device is capable of using optional Goods, Content, and Services, at your request or the request of a user on your account, offered by LIFE WIRELESS or third parties that make use of a user's location ("Location-Based Services"), using location technology such as Global Positioning Satellite ("GPS"), wireless network location, or other location technology. Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring. It is your responsibility to notify users on your account that the Device they are using may be location-enabled. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Visit our website to learn more.

8. **LIFE WIRELESS 411 INFO:** In some cases our directory assistance service (411) will use the location of the Device to deliver relevant customized 411 information based upon the user's request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Please see our privacy policy at http://privacy-policy.truste.com/verified-policy/www.LIFE_WIRELESS.com for additional details about our use and protection of your personal information.

9. **LOST OR STOLEN PHONES:** If your Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. If your Device is lost or stolen, you will be responsible for all charges incurred on your phone number until you report the theft or loss. You can report your Device as lost or stolen and suspend service without a charge by contacting us. After you report the theft or loss to us, you remain responsible for complying with your other obligations under this Agreement including, but not limited to, payment of any monthly service fees. We and you have a duty to act in good faith and in a reasonable and responsible manner, including in connection with the loss or theft of your Device.

10. **DISHONORED CHECKS AND OTHER INSTRUMENTS:** We will charge you \$30.00 or the highest amount allowed by law, whichever is less, for any check or other instrument (including any credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts or the most allowed by law, whichever is less.

11. **CHANGES TO TERMS AND RATES:** We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roamer rates or administrative charges) by such means as LIFE WIRELESS determines to be most practicable, including playing a recorded message when you attempt to place a call or attempt to add funds to your account, sending written notice to the address provided at the time of activation, sending an SMS message to your phone, or by such other means as LIFE WIRELESS may determine. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, AS SUCH PRICES ARE SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE IN ADVANCE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

12. **TERMINATION:** Either party may terminate this Agreement (which will terminate the provision of the Service) at any time on advance notice to the other party. Funds deposited into your account via any method will not be refunded. LIFE WIRELESS may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives, or if you fail to make all required payments when due or if we have reasonable cause to believe that your Device is being used for an unlawful purpose or in a way that may adversely affect our service. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies. Any provision of this Agreement which by its context is intended to apply after termination of the Agreement will survive termination, including, but not limited to, any restrictions on the use of Devices or Equipment.

13. **SERVICE LIMITATIONS; LIMITATION OF LIABILITY:** Limitations of liability set forth herein govern unless they are prohibited by applicable law. Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g. 976, 900 and international destinations) in our sole discretion. Your plan may include the ability to make and/or receive calls while roaming internationally. Certain eligibility restrictions apply which may be based on factors such as service tenure and/or payment history and LIFE WIRELESS, in its sole discretion, may block your ability to use your phone while roaming internationally until eligibility criteria is met. International roaming rates, which vary by country, will apply for all calls placed or received while outside the U.S., Puerto Rico and USVI. Compatible international-capable device required. If you want to block the ability to make and/or receive calls or use data functions while roaming

internationally please call customer service for assistance. When outside the U.S., Puerto Rico and USVI, you will be charged normal international roaming airtime when incoming calls are routed to voicemail, even if no message is left. Many devices transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the United States, Puerto Rico and USVI. LIFE WIRELESS may send "alerts" via SMS or email, to notify you of usage. These are courtesy alerts. There is no guarantee you will receive them. We may, but do not have the obligation to, refuse to transmit any information through the service and may screen and delete information prior to delivery of that information to you. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. Airtime and other service charges apply to all calls, including involuntarily terminated calls. LIFE WIRELESS MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL LIFE WIRELESS BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Device, including use in a vehicle; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by LIFE WIRELESS; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, either a credit equal to a pro-rata adjustment of any recurring charge (if applicable) for the time period your service was unavailable, not to exceed the charges collected for the period of interruption, or an extension of the expiration period. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, LIFE WIRELESS shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Device provided by or through LIFE WIRELESS, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold LIFE WIRELESS and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by LIFE WIRELESS or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF LIFE WIRELESS, or any violation by you of this Agreement. This obligation shall survive termination of your service with LIFE WIRELESS. LIFE WIRELESS is not liable to you for changes in operation, equipment or technology that cause your Device or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

14. **ACCOUNT ACCESS:** You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you. An account password will be assigned to you. In order to protect the security of your account, you should change this password as soon as possible after your account is activated. If you do not change your password, your account may not be secure.

15. **VOICEMAIL SERVICE:** We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

16. **DISPUTE RESOLUTION BY BINDING ARBITRATION:** Please read this carefully. It affects your rights. Summary: Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-888-543-3620. In the unlikely event that LIFE WIRELESS' customer service department is unable to resolve a complaint you may have to your satisfaction (or if LIFE WIRELESS has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, LIFE WIRELESS will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from LIFE WIRELESS to at least the same

extent as you would be in court. In addition, under certain circumstances (as explained below), LIFE WIRELESS will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what LIFE WIRELESS has offered you to settle the dispute.

17. ARBITRATION AGREEMENT

- a. LIFE WIRELESS and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
 - i. claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
 - ii. claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
 - iii. claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - iv. claims that may arise after the termination of this Agreement.
 - v. References to "LIFE WIRELESS," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and LIFE WIRELESS are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.
- b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to LIFE WIRELESS should be addressed to: General Counsel, LIFE WIRELESS, PO BOX 2207 COVINGTON, GA 30015 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If LIFE WIRELESS and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or LIFE WIRELESS may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by LIFE WIRELESS or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or LIFE WIRELESS is entitled.
- c. After LIFE WIRELESS receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, LIFE WIRELESS will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless LIFE WIRELESS and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, LIFE WIRELESS will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse LIFE WIRELESS for all monies previously disbursed by it that are otherwise your obligation

to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of LIFE WIRELESS's last written settlement offer made before an arbitrator was selected, then LIFE WIRELESS will:
 - i. pay you the amount of the award; and
 - ii. pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").
 - iii. If LIFE WIRELESS did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- e. The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws LIFE WIRELESS may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, LIFE WIRELESS agrees that it will not seek such an award.
- f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND LIFE WIRELESS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and LIFE WIRELESS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- g. Notwithstanding any provision in this Agreement to the contrary, we agree that if LIFE WIRELESS makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

18. MISCELLANEOUS: This Agreement, any applicable rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, terms of service for products and services not otherwise described in this Agreement or the brochure that are posted on a LIFE WIRELESS website and any documents expressly referred to herein or therein, make up the complete agreement between you and LIFE WIRELESS, and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. LIFE WIRELESS may assign this Agreement, but you may not assign this Agreement without our prior written consent. In the event of a dispute between us, the law of the state of your address of record on your account at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service related notifications, or other such information. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

Connecticut Customers/Questions About Your Service: If you have any questions or concerns about your service, please call Customer Care at: 1-888-543-3620, dial 611 from your wireless phone or visit WWW.LIFEWIRELESS.COM. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC): Online: www.state.ct.us/dpuc; Phone: 800-382-4586; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

Puerto Rico Customer: If you are a Puerto Rico customer and we cannot resolve your issue, in addition to binding arbitration or small claims court, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: Capital Center Building, Tower II, 235 Avenida Arterial Hostos Suite 1001, San Juan, Puerto Rico 00918-1453; Phone: 787-756-0804 or 1-866-578-5500; Online: www.jrtr.gobierno.pr.

California Customers: For tips on how to protect against fraud, please visit the CPUC's website at www.CalPhoneInfo.com

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Georgia Customer: Complaints concerning Lifeline/ Linkup service can be directed to the Georgia Public Service Commission's Consumer Affairs Unit at [404-656-4501](tel:404-656-4501).