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May 3, 2013

Via FedEx

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

Re: Boomerang Wireless, LLC d/b/a enTouch Wireless

Dear Mr. Nitschke:

Please find enclosed for filing on behalf of our client, Boomerang Wireless, LLC d/b/a enTouch 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: James T. Balvanz

1 PU-13-203 Filed: 5/6/2013 Pages: 85
Application for Designation as an Eligible Telecommunications Carrier

Boomerang Wireless, LLC

J. Andrew Gipson, Jones JW Walker, LLP

**BEFORE THE
NORTH DAKOTA PUBLIC SERVICE COMMISSION**

In the Matter of)
)
Application of Boomerang Wireless, LLC d/b/a)
enTouch 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 BOOMERANG WIRELESS, LLC D/B/A ENTOUCH 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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THE STATE OF NORTH DAKOTA FOR THE LIMITED PURPOSE OF OFFERING
WIRELESS LIFELINE SERVICE TO QUALIFIED HOUSEHOLDS**

COMES NOW Boomerang Wireless, LLC d/b/a enTouch Wireless (“enTouch Wireless” 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 enTouch Wireless 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 and tribal Lifeline. enTouch Wireless 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 enTouch Wireless is requesting ETC status in the State of North Dakota is attached hereto as

¹ enTouch Wireless 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 enTouch Wireless’ application.

Exhibit “A” and includes exchanges in tribal areas within North Dakota. enTouch Wireless respectfully requests that the Commission grant this Application and that it do so expeditiously so that enTouch Wireless may begin providing wireless Lifeline service to qualified low-income households at the earliest practicable time. In further support of its Application, enTouch Wireless states as follows:

INFORMATION REGARDING THE APPLICANT

1. Boomerang Wireless, LLC is an Iowa limited liability company with its principal offices located at 955 Kacena Road, Suite A, Hiawatha, Iowa 52233. The Company’s Articles of Incorporation are attached hereto as **Exhibit “B.”**

2. The Company is a wireless ETC in the states of Maryland, Michigan, South Carolina, Oklahoma, Iowa, Louisiana, Wisconsin, West Virginia, Texas, Kentucky, Ohio, Arkansas, Kansas, Minnesota, and Indiana with applications pending in Georgia, Mississippi, Massachusetts, New Jersey, Arizona, Missouri, Illinois, South Dakota and Washington. enTouch Wireless anticipates filing in several additional states in the near future. The Company also has a Petition pending with the FCC for designation as an ETC carrier in Alabama, Connecticut, Delaware, the District of Columbia, Florida, New Hampshire, New York, North Carolina, Tennessee and Virginia. enTouch Wireless has never been denied ETC designation by any state commission or by the FCC in connection with any state.

3. Correspondence or communications pertaining to this Application should be directed to enTouch Wireless’ 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 enTouch Wireless following certification should be directed to:

Mr. James T. Balvanz
Boomerang Wireless, LLC
955 Kacena Road, Suite A
Hiawatha, Iowa 52233
Telephone: (319) 743-4606
Facsimile: (319) 294-6081
Email: jbalvanz@readywireless.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 enTouch Wireless. 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

² 47 U.S.C. § 332(c)(1).

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.

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

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).

⁵ 47 U.S.C. § 214(e)(1).

Service Fund support mechanisms and advertises “the availability of such services and the charges therefore using media of general distribution.”⁶

8. enTouch Wireless 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 enTouch Wireless can provide services to customers throughout the Service Area.⁷ As discussed in subsequent sections of this Application, enTouch Wireless has filed and received approval of its Compliance Plan with the FCC. Additionally, enTouch Wireless 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, enTouch Wireless 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 enTouch Wireless’ compliance with the service requirements applicable to the support that it receives;

(b) Demonstration of enTouch Wireless’ 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

⁶ 47 C.F.R. § 54.201(d)(2).

⁷ 47 C.F.R. § 54.101(a).

⁸ 47 C.F.R. § 54.202.

around damaged facilities, and capability of managing traffic spikes resulting from emergency situations;

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

(d) Demonstration of enTouch Wireless' 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

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

10. Finally, designation of enTouch Wireless 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, enTouch Wireless 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.

ENTOUCH WIRELESS MEETS THE REQUIREMENTS FOR DESIGNATION AS AN ETC TO SERVE DESIGNATED AREAS IN NORTH DAKOTA

11. As demonstrated below, enTouch Wireless meets the requirements for ETC designation by the Commission pursuant to Section 214(e)(2) of the Act.¹¹ In addition, enTouch

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.

¹¹ 47 U.S.C. § 214(e)(2).

Wireless complies with the standards established by the FCC for determining whether applicants for ETC status serve the public interest.¹²

12. The Commission has jurisdiction to designate enTouch Wireless 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, enTouch Wireless meets the requirements for designation as an ETC in North Dakota. The Commission may and should grant enTouch Wireless' application for ETC status.

13. enTouch Wireless 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.¹³ enTouch Wireless satisfies these criteria.

14. enTouch Wireless generates substantial revenues from non-Lifeline services and has access to capital from its investors. Boomerang, together with its parent and sister companies, currently provides prepaid wireless services to more than 350,000 subscribers, including more than 50,000 retail customers. Consequently, the Company has not relied, and will not be relying exclusively on Lifeline reimbursement for its operating revenues. The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

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 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. enTouch Wireless 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. enTouch Wireless will offer all required services and functionalities. Section 214(e)(1)(A) of the Act¹⁴ 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 USF/ICC Transformation Order¹⁵, as further clarified by the USF/ICC Order on Reconsideration¹⁶, 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

¹⁴ 47 U.S.C. § 214(e)(1).

¹⁵ 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”).

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, Order on Reconsideration, FCC 11-189 (rel. Dec. 23, 2011) (“USF/ICC Order on Reconsideration”).

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, enTouch Wireless will offer voice telephony services as described in the amended Section 54.101 of the FCC Rules.¹⁷ 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), enTouch Wireless commits to continue to satisfy state voice service requirements.¹⁸

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. enTouch Wireless 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.¹⁹

19. enTouch Wireless will not provide toll limitation service ("TLS"), which allows low-income consumers to avoid unexpected toll charges. However, since the Company is a

¹⁷ 47 C.F.R. §§ 54.101(a).

¹⁸ USF/ICC Transformation Order at ¶ 82.

¹⁹ See TracFone Wireless, Inc. Petition to Rescind State 911/E911 Condition, FCC Docket No. 96-45 (May 3, 2010).

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.²⁰

20. enTouch Wireless 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.”²¹ 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. enTouch Wireless seeks limited ETC designation in North Dakota to participate in the Lifeline program and has opted to pursue Blanket Forbearance. On August 8, 2012, the FCC approved the Company’s Compliance Plan (“Compliance Plan”). A copy of the approved Compliance Plan is attached hereto as **Exhibit “D”**. enTouch Wireless seeks designation as an ETC by the Commission on an expedited basis in light of the FCC’s approval of the Compliance Plan.

²⁰ Lifeline Reform Order at ¶ 230.

²¹ 47 U.S.C. § 214(e)(1)(A).

22. enTouch Wireless, in its provision of wireless services, will offer resold services which the Company will obtain from its underlying wireless providers, Sprint, Verizon and other GSM carriers. This extended footprint through multiple carriers allows enTouch Wireless to provide expanded coverage throughout otherwise underserved markets.

23. enTouch Wireless has developed and implemented a diverse network that delivers all of the services required by the Federal Lifeline guidelines, and employs both Verizon and Sprint, as well as other GSM carrier networks to ensure ubiquitous coverage. Additionally, enTouch Wireless operates a network data facility located in Marion, Iowa, which is on line with enTouch Wireless' remote call authorization array located at 630 E. Government Street, Pensacola, Florida 32502, and its network switch platform located at 5500 REC Drive, Marion, Iowa 52302. All wireless voice traffic is monitored and gains network authorization/access from enTouch Wireless' call authorization platform on a per call basis. This same intelligent calling platform is used to transmit calls to the underlying carrier network for call completion, as well as communication to enTouch Wireless' IVR platform. International long distance, operator services, and directory services traffic passes through the enTouch Wireless network system.

24. Through its service arrangements, enTouch Wireless 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. enTouch Wireless 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.²² Within the deadline provided in the Lifeline Reform Order, the Company will include the following information regarding its Lifeline service on all

²² Lifeline Reform Order at ¶¶ 275-82.

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) enTouch Wireless' 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.²³ These or similar statements will be included in 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.²⁴ This includes the Company's website and outdoor signage.²⁵

26. enTouch Wireless is fully prepared to and will comply with federal requirements that it advertise the availability of its services throughout its Service Area using media of general distribution.²⁶ enTouch Wireless 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.²⁷ enTouch Wireless 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

²³ Lifeline Reform Order at ¶ 275.

²⁴ Id.

²⁵ Id.

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

²⁷ 47 C.F.R. §§ 54.405(b).

advantage of those opportunities by subscribing to enTouch Wireless' service. A sample of enTouch Wireless' 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, enTouch Wireless 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). enTouch Wireless will comply with the requirements of 47 C.F.R. § 54.202, effective April 2, 2012.

29. enTouch Wireless will comply with service requirements. Per the requirements of 47 C.F.R. § 202(a)(1)(i) enTouch Wireless certifies that it will comply with the service requirements applicable to the low-income support it receives as a result of designation as an ETC for purposes of receiving Lifeline. enTouch Wireless 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.²⁸ If designated as a wireless ETC, enTouch Wireless 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), enTouch Wireless commits to providing service on a timely basis to requesting customers within the Service Area

²⁸ 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 enTouch Wireless is not seeking high-cost assistance.

where enTouch Wireless' network already passes the potential customer's premises. If the requesting customer is within the Service Area but outside enTouch Wireless' existing network coverage, enTouch Wireless 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.

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

(a) Customer Proprietary Network Information - enTouch Wireless will satisfy all consumer privacy protection standards as provided in 47 C.F.R. § 64, Subpart U as applicable 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 - enTouch Wireless 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 - enTouch Wireless commits to reporting information on consumer complaints per 1,000 lines on an annual basis consistent with the FCC's USF Order.²⁹ enTouch Wireless in general commits to satisfying all applicable state and federal requirements related to consumer protection and service quality standards.

²⁹ Federal-State Joint Board on Universal Service, First Report and Order, 12 FCC Rcd 8776 at ¶ 4 (1997) ("USF Order").

31. Pursuant to N.D. Admin. Code § 69-09-05-12(3)(d), enTouch Wireless 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, enTouch Wireless is able to offer service of the same quality and reliability as the underlying vendors. enTouch Wireless cannot guarantee that customers will never experience service disruptions, however, enTouch Wireless' 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.³⁰ Since enTouch Wireless 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 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 enTouch Wireless are capable of remaining fully functional with generator back-up as described above.

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

34. enTouch Wireless will provide competitive wireless services throughout its Service Area in the State of North Dakota. enTouch Wireless 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

³⁰ 47 C.F.R. § 54.202(a)(2).

through resale of other carriers' services. The provision of services through resale of other carriers' services will ensure that enTouch Wireless can provide services to customers throughout the Service Area.³¹

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."³² 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.³³

36. enTouch Wireless submits that the public interest benefits of designating enTouch Wireless 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

³¹ 47 C.F.R. § 54.101(a).

³² See Federal-State Joint Board on Universal Service, 20 FCC Rcd 6371, ¶ 42 (2005).

³³ See *Cellco Partnership*, 16 FCC Rcd, at 45.

of enTouch Wireless' 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, enTouch Wireless' offerings will help to reduce this burden on public utility regulatory boards by obviating the cause for such complaints.

37. 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.³⁴ enTouch Wireless affirms that its ETC designation meets these criteria as described below.

The Benefits of Increased Competitive Choice

38. 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.³⁵ This is of particular interest in cases where wireless providers like enTouch Wireless 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.³⁶ 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

³⁴ 47 U.S.C. § 54.202(c).

³⁵ See e.g. *Specialized Common Carrier Services*, 29 FCC2d 870 (1971).

³⁶ Federal-State Joint Bd. on Universal Serv., *Highland Cellular, Inc., Memorandum Opinion and Order*, 19 F.C.C.R. 6422 (2004).

as shopping or attending community and social events. The wireless service offered by enTouch Wireless 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.

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

40. Designation of enTouch Wireless 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 networks, increase service offerings and lower prices. This results in improved consumer services and, consistent with federal law, benefits consumers by allowing enTouch Wireless to offer the services designated for support at rates that are "just, reasonable, and affordable."³⁷

Unique Advantages of enTouch Wireless' Service Offerings

41. enTouch Wireless 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. enTouch Wireless' standard customer terms and conditions in connection with its wireless service offering can be found at www.enTouchwireless.com.

42. enTouch Wireless will announce and advertise telecommunications services as an ETC in its Service Area and will publicize the availability of Lifeline services in a manner

³⁷ 47 U.S.C. § 254(b)(1).

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 enTouch Wireless' service. A sample of enTouch Wireless' planned advertising is attached hereto as **Exhibit "E."**

43. enTouch Wireless will provide universal service as an ETC in all of its Service Area.

44. enTouch Wireless will provide equal access to long distance carriers, to the extent to which it is able to do so, if no other ETC is providing equal access within the Service Area.

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

enTouch Wireless Prepaid Wireless Lifeline Plan

46. enTouch Wireless 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 mechanisms³⁸ known as the "low-income" support mechanism"³⁹ and is defined in 47 C.F.R. § 54.401 as "a retail local service offering" "available only to qualified low-income consumers" "for which qualifying low-income consumers pay reduced charges as a result of application of the Lifeline support amount" that includes the services or functionalities enumerated in § 54.401, which enTouch Wireless will use to "[m]ake available Lifeline service...to qualifying low-income consumers".⁴⁰ enTouch Wireless' planned wireless Lifeline offering will provide eligible

³⁸ 47 C.F.R. § 54.8(a)(1); See "Definitions" at second sentence.

³⁹ 47 C.F.R. § 54.8(a)(1)); See "Definitions" at first sentence.

⁴⁰ 47 C.F.R. §§ 54.401(a)(1), 54.401(a)(2), 54.401(a)(3), 54.405(a).

customers with the following alternative Lifeline plans: (1) 125 units that rollover where 1 minute equals 1 unit and 1 text equals 1 unit, and (2) 250 units without rollover where 1 minute equals 1 unit and 1 text equals 1 unit.

47. enTouch Wireless will offer qualified consumers who are eligible for the tribal subsidy the Tribal Lifeline Service Plan, which will provide eligible customers with 1000 units without rollover where 1 minute equals 1 unit and 1 text equals 1 unit. The Tribal Lifeline Service Plan also includes 10mb of data. The additional minutes that exceed those offered in the Lifeline plan (described above) is due to the additional \$25.00 per month in Lifeline support to qualifying low-income consumers living on Tribal lands.

48. All low-income universal service support will be used to allow enTouch Wireless to provide the service with no monthly recurring charge, thus ensuring that consumer receives 100% of all universal service support funding for which enTouch Wireless will seek reimbursement. In the event that all airtime has been used, Lifeline customers, both Tribal and non-Tribal will also have the capability of purchasing additional airtime to supplement their Lifeline plans in the various denominations set forth on pages 22-23 of the Compliance Plan. enTouch Wireless will not deduct airtime minutes for calls by Lifeline customers with service addresses for Lifeline service in North Dakota to enTouch Wireless' Customer Service (via 611 from their Lifeline phone or other designated toll-free access dialing from any other phone) and calls from enTouch Wireless' Customer Service to such Lifeline customers to address billing, customer care and customer service issues.

49. Airtime replenishment cards will be made available at many retail outlets frequented by low-income customers throughout the Service Area such as CVS, Dollar General, Walgreens, Seven-Eleven, Freds, Rite Aid, as well as from the Company's website.

50. The wireless plans will also include a free handset and the following custom calling features:

- (a) Caller ID;
- (b) Call Waiting;
- (c) Call Forwarding;
- (d) 3-Way Calling; and
- (e) Voicemail.

51. 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.

52. enTouch Wireless 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 enTouch Wireless 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 enTouch Wireless 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.

53. 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.⁴¹

54. 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.”⁴²

55. 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.

56. 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, enTouch Wireless will make contributions based on that portion of its revenue that is determined to be interstate. As such, approving enTouch Wireless as an ETC will actually create contributions to the USF that were previously non-existent.

⁴¹ 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.

⁴² TracFone Forbearance Order, at ¶ 17.

57. Designation of enTouch Wireless as an ETC benefits the public interest of low-income consumers throughout enTouch Wireless' Service Area. Approval of enTouch Wireless' ETC Application will serve 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 enTouch Wireless 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.

58. The Lifeline service offered by enTouch Wireless 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.

59. enTouch Wireless' 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 enTouch Wireless' 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.

60. 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.

61. Finally, designation of enTouch Wireless as a wireless ETC will serve the public interest by furthering the extensive role that enTouch Wireless 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.

62. enTouch Wireless will comply with the uniform eligibility criteria established in new section 54.409 of the FCC Rules.⁴³ 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. Low-income residents of Tribal lands may self-certify as to their residency on Tribal Lands.

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

63. enTouch Wireless 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.⁴⁴ Consistent with federal requirements, enTouch Wireless requires customers to certify at the time of service activation 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 enTouch Wireless; 4) do not currently receive Lifeline support; and 5) will notify enTouch Wireless in the event that they no longer participate in the qualifying program.

64. If enTouch Wireless 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.⁴⁵ A demonstration of eligibility must comply with the annual verification procedures found in Section 54.410(f), including the submission of a certification form.⁴⁶

65. Furthermore, enTouch Wireless commits to comply with the FCC's 60-day non-usage policy, as described in the Lifeline Reform Order.⁴⁷

⁴⁴ Lifeline Reform Order at ¶61; 47 C.F.R. § 54.410(a).

⁴⁵ Lifeline Reform Order at ¶ 143; 47 C.F.R. § 54.405(e)(1).

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

⁴⁷ Lifeline Reform Order at ¶¶ 257-63.

**ENTOUCH WIRELESS WILL COMPLY WITH ALL ANNUAL REPORTING
REQUIREMENTS**

66. 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, enTouch Wireless 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), enTouch Wireless 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” due to enTouch Wireless’ network that potentially affects 1) at least ten percent of the end users served in a designated service area; or 2) a 911 special facility. 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), enTouch Wireless will annually report the number of complaints received by enTouch Wireless 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), enTouch Wireless 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), enTouch Wireless 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), enTouch Wireless 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), enTouch Wireless 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 enTouch Wireless attempted to provide service to those potential customers.

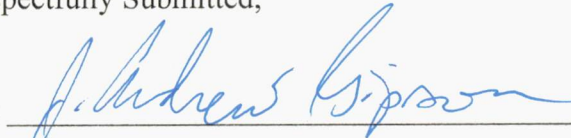
(g) As required by N.D. Admin. Code § 69-09-05-12.1(7), enTouch Wireless will certify annually that it is offering a local usage plan comparable to that offered by the incumbent local exchange company in the Service Area.

(h) As required by N.D. Admin. Code § 69-09-05-12.1(8), enTouch Wireless will acknowledge annually that the Commission may require enTouch Wireless 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 enTouch Wireless 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 enTouch Wireless 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, enTouch Wireless respectfully requests that the Commission promptly grant this Application and designate Boomerang

Wireless, LLC d/b/a enTouch Wireless as a wireless eligible telecommunications carrier including tribal areas within the designated service area.

Respectfully Submitted,

By:  _____

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enTouch Wireless*

ATTESTATION

STATE OF IOWA

COUNTY OF Linn

I, James T. Balvanz, Chief Financial Officer of Boomerang Wireless, LLC d/b/a enTouch Wireless (“enTouch Wireless”), state under penalty of perjury:

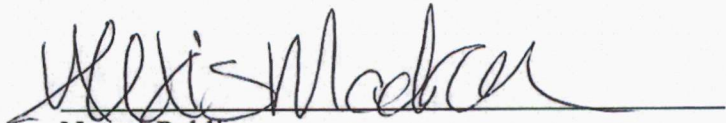
1. I am an officer authorized to act on behalf of enTouch Wireless.

2. The foregoing statements in the PETITION OF BOOMERANG WIRELESS, LLC D/B/A ENTOUCH 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.



James T. Balvanz

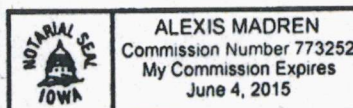
SWORN TO AND SUBSCRIBED before me on this the 2nd day of May, 2013.



Notary Public

My Commission Expires:

June 4, 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

SHORT SWITCH	ABBRE_OCN_NAME	RC ABBRE	Rural (Y/N)
BLFDNDBC	QWEST CORPORATION	BELFIELD	N
BSMRNDBC	QWEST CORPORATION	BISMARCK	N
CMSTMNCO	QWEST CORPORATION	HICKSON	N
CSLTNDBC	QWEST CORPORATION	CASSELTON	N
DCSNNDBC	QWEST CORPORATION	DICKINSON	N
FARGNDBC	QWEST CORPORATION	FARGO	N
FRVWMTMA	QWEST CORPORATION	E FAIRVIEW	N
GDFRNDBC	QWEST CORPORATION	GRANDFORKS	N
GFABNDBC	QWEST CORPORATION	EMERADO	N
GFTNNDBA	QWEST CORPORATION	GRAFTON	N
GRNRNDBC	QWEST CORPORATION	GARDNER	N
HLBONDBC	QWEST CORPORATION	HILLSBORO	N
HTTNNDBC	QWEST CORPORATION	HATTON	N
JMTWNDBC	QWEST CORPORATION	JAMESTOWN	N
KNDRNDBC	QWEST CORPORATION	KINDRED	N
LNRDNMW	QWEST CORPORATION	LEONARD	N
LRMRNDBA	QWEST CORPORATION	LARIMORE	N
MANVNDBC	QWEST CORPORATION	MANVEL	N
MINTNDBA	QWEST CORPORATION	MINTO	N
MNDNNDBA	QWEST CORPORATION	BISMARCK	N
MYVLNDBC	QWEST CORPORATION	MAYVILLE	N
NWODNDBC	QWEST CORPORATION	NORTHWOOD	N
RYNLNDBC	QWEST CORPORATION	REYNOLDS	N
THSNNDBC	QWEST CORPORATION	THOMPSON	N
VLCYNDBC	QWEST CORPORATION	VALLEYSITY	N
WFRGNDBC	QWEST CORPORATION	FARGO	N
WHTNNDBC	QWEST CORPORATION	WAHPETON	N
ABRCNDXA	RED RIV RURL TEL ND	ABERCROMBI	Y
ABSRNDXA	ABSARAKA COOP TEL CO	ABSARAKA	Y
ADMSNDXA	POLAR COM MUTUAL AID	ADAMS	Y
ALAMNDXA	NORTHWEST COMM CORP	ALAMO	Y
ALICNDXA	INTER-COMMUNITY TEL	ALICE	Y
ALXNNDXA	RESERVATION TEL COOP	ALEXANDER	Y
AMBRNDXA	NEMONT TEL COOP	AMBROSE	Y
ANTANDXA	POLAR COM MUTUAL AID	ANETA	Y
ANTLNDXA	SRT COMMUNICATIONS	ANTLER	Y
ARNGNDXA	RESERVATION TEL COOP	ARNEGARD	Y
ARTHNDXA	POLAR COM MUTUAL AID	ARTHUR	Y
ASHYNDXA	DICKEY RURAL COMM	ASHLEY	Y
BALTNDXA	NORTH DAKOTA TEL CO	BALTA	Y
BECHNDXA	MIDSTATE COMM. INC.	BEACH	Y
BELHNDXA	W RIVER TELECOM - ND	BEULAH	Y
BFLONDXA	INTER-COMMUNITY TEL	BUFFALO	Y
BISBNDXA	TURTLE MTN COMM	BISBEE	Y
BNFRNDXA	GRIGGS COUNTY TEL CO	BINFORD	Y
BRCKNDXA	POLAR COM MUTUAL AID	BROCKET	Y

BRTHNDXA	SRT COMMUNICATIONS	BERTHOLD	Y
BTNUNDXA	TURTLE MTN COMM	BOTTINEAU	Y
BUTTNDXA	SRT COMMUNICATIONS	BUTTE	Y
BWBLNDXA	NORTHWEST COMM CORP	BOWBELLS	Y
BWMNNDXA	CONSOLIDATED TELCOM	BOWMAN	Y
CANDNDXA	NORTH DAKOTA TEL CO	CANDO	Y
CGTNNDXA	DAKOTA CNTL TELECOM	CARRINGTON	Y
CGTNNDXA	DAKOTA CNTL TELECOM	COURTENAY	Y
CGTNNDXA	DAKOTA CNTL TELECOM	GACKLE	Y
CGTNNDXA	DAKOTA CNTL TELECOM	STREETER	Y
CGTNNDXA	DAKOTA CTL TELECOM	SYKESTON	Y
CGTNNDXA	DAKOTA CTL TELECOM	BOWDON	Y
CGTNNDXA	DAKOTA CTL TELECOM	WINDSOR	Y
CGTNNDXA	DAKOTA CTL TELECOM	EDMUNDS	Y
CGTNNDXA	DAKOTA CTL TELECOM	GRACE CITY	Y
CGTNNDXA	DAKOTA CTL TELECOM	MEDINA	Y
CGTNNDXA	DAKOTA CTL TELECOM	YPSILANTI	Y
CGTNNDXA	DAKOTA CTL TELECOM	WOODWORTH	Y
CLFXNDXA	RED RIV RURL TEL ND	COLFAX	Y
CLMBNDXA	NORTHWEST COMM CORP	COLUMBUS	Y
CNTRNDXA	W RIVER TELECOM - ND	CENTER	Y
CPTWNDXA	GRIGGS COUNTY TEL CO	COOPERSTN	Y
CRPONDXA	SRT COMMUNICATIONS	CARPIO	Y
CRRYNDXA	NORTH DAKOTA TEL CO	CRARY	Y
CRSBNDA	NORTHWEST COMM CORP	CROSBY	Y
CRSNNDXA	W RIVER TELECOM - ND	CARSON	Y
CRYSNDXA	POLAR COM MUTUAL AID	CRYSTAL	Y
CVLRNDXA	POLAR COM MUTUAL AID	CAVALIER	Y
DAZYNDXA	INTER-COMMUNITY TEL	DAZEY	Y
DCSNNDAS	CONSOLIDATED TELCOM	AMIDON	Y
DCSNNDAS	CONSOLIDATED TELCOM	MOTT	Y
DCSNNDAS	CONSOLIDATED TELCOM	DICKINSON	Y
DELCNDXA	SRT COMMUNICATIONS	DES LACS	Y
DGLSNDXA	RESERVATION TEL COOP	DOUGLAS	Y
DHLNNDXA	POLAR COM MUTUAL AID	DAHLEN	Y
DNCTNDXA	CONSOLIDATED TELCOM	DUNNCENTER	Y
DNSTNDBC	TURTLE MTN COMM	DUNSEITH	Y
DNYBNDXA	SRT COMMUNICATIONS	DONNYBROOK	Y
DODGNDXA	CONSOLIDATED TELCOM	DODGE	Y
DRAKNDXA	NORTH DAKOTA TEL CO	DRAKE	Y
DRNGNDXA	SRT COMMUNICATIONS	DEERING	Y
DVLKNDXA	NORTH DAKOTA TEL CO	DEVILSLAKE	Y
DVLKNDXA	NORTH DAKOTA TEL CO	HAMPDEN	Y
DVLKNDXA	NORTH DAKOTA TEL CO	OBERON	Y
DYTNDXA	POLAR COM MUTUAL AID	DRAYTON	Y
EDBGNDXA	POLAR COM MUTUAL AID	EDINBURG	Y
EDMRNDXA	POLAR COM MUTUAL AID	EDMORE	Y

ELDLNDXA	DICKEY RURAL ACCESS	LISBON	Y
ELDLNDXA	DICKEY RURAL ACCESS	GWINNER	Y
ELDLNDXA	DICKEY RURAL COMM	LAMOURE	Y
ELDLNDXA	DICKEY RURAL COMM	FORMAN	Y
ELDLNDXA	DICKEY RURAL COMM	EDGELEY	Y
ELDLNDXA	DICKEY RURAL COMM	ELLEDALE	Y
ELDLNDXA	DICKEY RURAL COMM	KULM	Y
ELDLNDXA	DICKEY RURAL COMM	OAKES	Y
ELDLNDXA	DICKEY RURL TEL COOP	DICKEY	Y
ELDLNDXA	DICKEY RURL TEL COOP	CRETE	Y
ELDLNDXA	DICKEY RURL TEL COOP	MILNOR	Y
ELDLNDXA	DICKEY RURL TEL COOP	ELLEDALE	Y
ELDLNDXA	DICKEY RURL TEL COOP	FORBES	Y
ELDLNDXA	DICKEY RURL TEL COOP	FORTTRANSOM	Y
ELDLNDXA	DICKEY RURL TEL COOP	FREDONIA	Y
ELDLNDXA	DICKEY RURL TEL COOP	FULLERTON	Y
ELDLNDXA	DICKEY RURL TEL COOP	GUELPH	Y
ELDLNDXA	DICKEY RURL TEL COOP	LITCHVILLE	Y
ELDLNDXA	DICKEY RURL TEL COOP	JUD	Y
ELDLNDXA	DICKEY RURL TEL COOP	KATHRYN	Y
ELDLNDXA	DICKEY RURL TEL COOP	MARION	Y
ELDLNDXA	DICKEY RURL TEL COOP	MERRICOURT	Y
ELDLNDXA	DICKEY RURL TEL COOP	VERONA	Y
ELGNDXA	W RIVER TELECOM - ND	ELGIN	Y
EMMTNDXA	RESERVATION TEL COOP	EMMET	Y
ENDRNDXA	MOORE & LIBERTY TEL	ENDERLIN	Y
EPNGNDXA	NORTHWEST COMM CORP	EPPING	Y
ESMDNDXA	NORTH DAKOTA TEL CO	ESMOND	Y
FADLNDXA	POLAR COM MUTUAL AID	FAIRDALE	Y
FAMTNDXC	RED RIV RURL TEL ND	FAIRMOUNT	Y
FDVLNDXA	POLAR COM MUTUAL AID	FORDVILLE	Y
FLSHNDXA	W RIVER TELECOM - ND	FLASHER	Y
FLXTNDXA	NORTHWEST COMM CORP	FLAXTON	Y
FNLYNDXA	GRIGGS COUNTY TEL CO	FINLEY	Y
FSNDNDXA	NORTH DAKOTA TEL CO	FESSENDEN	Y
FTTTNDXA	NORTH DAKOTA TEL CO	FORTTOTTEN	Y
FTUNNDXA	NEMONT TEL COOP	FORTUNA	Y
FTYTNDXA	W RIVER TELECOM - ND	FORT YATES	Y
GDRCNDXA	W RIVER TELECOM - ND	GOODRICH	Y
GLBGNDXA	POLAR COM MUTUAL AID	GALESBURG	Y
GLBNNDXA	SRT COMMUNICATIONS	GLENBURN	Y
GLBYNDXA	POLAR COM MUTUAL AID	GILBY	Y
GLNLNDXA	W RIVER TELECOM - ND	GLEN ULLIN	Y
GLVYNDXA	W RIVER TELECOM - ND	GOLDEN VLY	Y
GRBTNDXA	CONSOLIDATED TELCOM	GRASSY BTE	Y
GRENNDXA	NORTHWEST COMM CORP	GRENORA	Y
GRSNNDXA	RESERVATION TEL COOP	GARRISON	Y

GRTBNDXA	RED RIV RURL TEL ND	GREAT BEND	Y
HAZNNDXA	W RIVER TELECOM - ND	HAZEN	Y
HBRNNDXA	W RIVER TELECOM - ND	HEBRON	Y
HKSNDXA	RED RIV RURL TEL ND	HANKINSON	Y
HLDYNDXA	CONSOLIDATED TELCOM	HALLIDAY	Y
HNFDNDXA	INTER-COMMUNITY TEL	HANNAFORD	Y
HNTRNDXA	POLAR COM MUTUAL AID	HUNTER	Y
HOPENDXA	INTER-COMMUNITY TEL	HOPE	Y
HPLENDXA	POLAR COM MUTUAL AID	HOOPLE	Y
HRVYNDXA	NORTH DAKOTA TEL CO	HARVEY	Y
HTNGNDXA	CONSOLIDATED TELCOM	HETTINGER	Y
INKSNDXA	POLAR COM MUTUAL AID	INKSTER	Y
KEENNDXA	RESERVATION TEL COOP	KEENE	Y
KLDRNDXA	CONSOLIDATED TELCOM	KILLDEER	Y
KNMRNDXA	RESERVATION TEL COOP	KENMARE	Y
KNOXNDXA	NORTH DAKOTA TEL CO	KNOX	Y
KRLSNDXA	SRT COMMUNICATIONS	KARLSRUHE	Y
KRMRNDXA	TURTLE MTN COMM	KRAMER	Y
LADDNDXA	CONSOLIDATED TELCOM	LADD	Y
LAKTNDXA	POLAR COM MUTUAL AID	LAKOTA	Y
LEDSNDXA	NORTH DAKOTA TEL CO	LEEDS	Y
LGNTNDXA	NORTHWEST COMM CORP	LIGNITE	Y
LGWDNDXA	RED RIV RURL TEL ND	LIDGERWOOD	Y
LNDANDXA	SRT COMMUNICATIONS	LANDA	Y
LNFRNDXA	SRT COMMUNICATIONS	LANSFORD	Y
LNGDNDXA	UNTD TEL MUTUAL AID	LANGDON	Y
LNKNNDXA	POLAR COM MUTUAL AID	LANKIN	Y
LNTNNDXA	BEK COMM COOPERATIVE	STRASBURG	Y
LNTNNDXA	BEK COMM COOPERATIVE	HAZELTON	Y
LNTNNDXA	BEK COMM COOPERATIVE	LINTON	Y
MARTNDXA	SRT COMMUNICATIONS	MARTIN	Y
MAX NDXA	RESERVATION TEL COOP	MAX	Y
MCCSNDXA	W RIVER TELECOM - ND	MCCLUSKY	Y
MCGNNDXA	POLAR COM MUTUAL AID	MICHIGAN	Y
MCGRNDXA	NORTHWEST COMM CORP	MCGREGOR	Y
MCHNNDXA	GRIGGS COUNTY TEL CO	MCHENRY	Y
MCVLNDXA	NORTH DAKOTA TEL CO	MCVILLE	Y
MDCKNDXA	NORTH DAKOTA TEL CO	MADDOCK	Y
MEDRNDXA	MIDSTATE TEL CO - ND	MEDORA	Y
MHLLNDXA	SRT COMMUNICATIONS	MOHALL	Y
MKTINDXA	RESERVATION TEL COOP	MAKOTI	Y
MLTNNDXA	UNTD TEL MUTUAL AID	MILTON	Y
MNABNDXA	SRT COMMUNICATIONS	MINOT AFB	Y
MNCHNDXA	UNTD TEL MUTUAL AID	MUNICH	Y
MNDRNDXA	RESERVATION TEL COOP	MANDAREE	Y
MNKNNDAB	BEK COMM COOPERATIVE	WING	Y
MNKNNDAB	BEK COMM COOPERATIVE	MCKENZIE	Y

MNKNNDAB	BEK COMM COOPERATIVE	REGAN	Y
MNKNNDAB	BEK COMM COOPERATIVE	STERLING	Y
MNKNNDAB	BEK COMM COOPERATIVE	TUTTLE	Y
MNKNNDAB	BEK COMM COOPERATIVE	WILTON	Y
MNNGNDXA	CONSOLIDATED TELCOM	MANNING	Y
MNOTNDXA	SRT COMMUNICATIONS	MINOT	Y
MNWKNDXA	NORTH DAKOTA TEL CO	MINNEWAKAN	Y
MRCRNDXA	W RIVER TELECOM - ND	MERCER	Y
MRMNNDXA	NORTHWEST COMM CORP	MARMON	Y
MRTNNDXA	RED RIV RURL TEL ND	MOORETON	Y
MTGSNDXA	SRT COMMUNICATIONS	METIGOSHE	Y
MXBSNDXA	SRT COMMUNICATIONS	MAXBASS	Y
NCHENDXA	POLAR COM MUTUAL AID	NECHE	Y
NEKMNDXA	POLAR COM MUTUAL AID	NEKOMA	Y
NELDNDXA	CONSOLIDATED TELCOM	NEWENGLAND	Y
NGRANDXA	POLAR COM MUTUAL AID	NIAGARA	Y
NOMENDXA	INTER-COMMUNITY TEL	NOME	Y
NONANDXA	NORTHWEST COMM CORP	NOONAN	Y
NORMNDXA	RESERVATION TEL COOP	NORMA	Y
NWBGNDXA	SRT COMMUNICATIONS	NEWBURG	Y
NWRKNDXA	NORTH DAKOTA TEL CO	NEW ROCKFD	Y
NWSLNDXA	W RIVER TELECOM - ND	NEW SALEM	Y
NWTWNDXA	RESERVATION TEL COOP	NEW TOWN	Y
PAGENDXA	INTER-COMMUNITY TEL	PAGE	Y
PEKNNDXA	NORTH DAKOTA TEL CO	PEKIN	Y
PENNDXA	NORTH DAKOTA TEL CO	PENN	Y
PKCYNDXA	W RIVER TELECOM - ND	PICK CITY	Y
PKRVND01	POLAR COM MUTUAL AID	INKSTER	Y
PKRVND01	POLAR COM MUTUAL AID	NIAGARA	Y
PKRVND01	POLAR COM MUTUAL AID	PARK RIVER	Y
PLAZNDXA	RESERVATION TEL COOP	PLAZA	Y
PMBNNDBC	POLAR COM MUTUAL AID	PEMBINA	Y
PRSHNDXA	RESERVATION TEL COOP	PARSHALL	Y
PRTLNDXA	MIDSTATE TEL CO - ND	PORTAL	Y
PTBGNDXA	POLAR COM MUTUAL AID	PETERSBURG	Y
PWLKNDXA	NORTHWEST COMM CORP	POWERSLAKE	Y
RAY NDXA	NORTHWEST COMM CORP	RAY	Y
RBSNNDXA	BEK COMM COOPERATIVE	PETTIBONE	Y
RBSNNDXA	BEK COMM COOPERATIVE	ROBINSON	Y
RCHDNDXA	CONSOLIDATED TELCOM	RICHARDTON	Y
RCLKNDXA	UNTD TEL MUTUAL AID	ROCK LAKE	Y
RDERNDXA	CONSOLIDATED TELCOM	REEDER	Y
RDPRNDXA	NORTHWEST COMM CORP	ROUNDPRARI	Y
RGBYNDXA	NORTH DAKOTA TEL CO	RUGBY	Y
RGNTNDXA	CONSOLIDATED TELCOM	REGENT	Y
RHMENDXA	CONSOLIDATED TELCOM	RHAME	Y
RLTENDXA	TURTLE MTN COMM	ROLETTE	Y

ROLLNDBC	TURTLE MTN COMM	ROLLA	Y
ROSSNDXA	RESERVATION TEL COOP	ROSS	Y
RSGLNDXA	RESERVATION TEL COOP	ROSEGLEN	Y
RYDRNDXA	RESERVATION TEL COOP	RYDER	Y
SCTNNDXA	CONSOLIDATED TELCOM	SCRANTON	Y
SHLNNDXA	MOORE & LIBERTY TEL	SHELDON	Y
SHRTNDXA	CONSOLIDATED TELCOM	SOUTHHEART	Y
SHWDNDXA	SRT COMMUNICATIONS	SHERWOOD	Y
SHYNNDXA	NORTH DAKOTA TEL CO	SHEYENNE	Y
SLRGNDXA	W RIVER TELECOM - ND	SELFRIDGE	Y
SNBRNDXA	INTER-COMMUNITY TEL	SANBORN	Y
SNTNNDXA	W RIVER TELECOM - ND	STANTON	Y
SORSNDXA	TURTLE MTN COMM	SOURIS	Y
SPNCNDXA	RESERVATION TEL COOP	SPENCER	Y
SPRRNDXA	SRT COMMUNICATIONS	SO PRAIRIE	Y
SRLSNDXA	UNTD TEL MUTUAL AID	SARLES	Y
STATNDXB	W RIVER TELECOM - ND	ST ANTHONY	Y
STELNDXA	BEK COMM COOPERATIVE	TAPPEN	Y
STELNDXA	BEK COMM COOPERATIVE	STEELE	Y
STNLNDXA	MIDSTATE TEL CO - ND	STANLEY	Y
STRKNDXA	NORTH DAKOTA TEL CO	STARKWETHR	Y
STTMNDXA	POLAR COM MUTUAL AID	ST THOMAS	Y
SWYRNDXA	SRT COMMUNICATIONS	SAWYER	Y
TIOGNDXA	NORTHWEST COMM CORP	TIOGA	Y
TOLNNDXA	NORTH DAKOTA TEL CO	TOLNA	Y
TOLYNDXA	SRT COMMUNICATIONS	TOLLEY	Y
TRLKNDXA	W RIVER TELECOM - ND	TURTLELAKE	Y
TWCYNDXA	INTER-COMMUNITY TEL	TOWER CITY	Y
TWNRNDXA	SRT COMMUNICATIONS	TOWNER	Y
UNWDNDXA	W RIVER TELECOM - ND	UNDERWOOD	Y
UPHMNDXA	SRT COMMUNICATIONS	UPHAM	Y
VLVANDXA	SRT COMMUNICATIONS	VELVA	Y
VNTRNDXA	DICKEY RURL TEL COOP	NELVIK	Y
VNTRNDXA	DICKEY RURL TEL COOP	VENTURIA	Y
WALSNDXA	UNTD TEL MUTUAL AID	WALES	Y
WBSTNDXA	NORTH DAKOTA TEL CO	WEBSTER	Y
WHOPNDXA	SRT COMMUNICATIONS	WESTHOPE	Y
WLCTNDXA	WOLVERTON TEL ND	WALCOTT	Y
WLCYNDXA	TURTLE MTN COMM	WILLOWCITY	Y
WLDRNDXA	NORTHWEST COMM CORP	WILDROSE	Y
WLHLNDXA	UNTD TEL MUTUAL AID	WALHALLA	Y
WLSTNDBC	MO VALLEY COMMS	WILLISTON	Y
WRWKNDXA	NORTH DAKOTA TEL CO	WARWICK	Y
WSBNNDXA	W RIVER TELECOM - ND	WASHBURN	Y
WSHKNDXA	BEK COMM COOPERATIVE	KINTYRE	Y
WSHKNDXA	BEK COMM COOPERATIVE	WISHEK	Y
WSHKNDXA	BEK COMM COOPERATIVE	LEHR	Y

WSHKNDXA	BEK COMM COOPERATIVE	NAPOLEON	Y
WSHKNDXA	BEK COMM COOPERATIVE	ZEELAND	Y
WTCYNDXB	RESERVATION TEL COOP	WATFORD CY	Y
WVTNMXW	WOLVERTON TEL ND	CHRISTINE	Y
WYNDNDBA	RED RIV RURL TEL ND	WYNDMERE	Y
YORKNDXA	MIDSTATE COMM. INC.	YORK	Y
ZAP NDXA	W RIVER TELECOM - ND	ZAP	Y

EXHIBIT "B"

ARTICLES OF INCORPORATION

IOWA

No. W00558689
Date: 02/08/2008

SECRETARY OF STATE

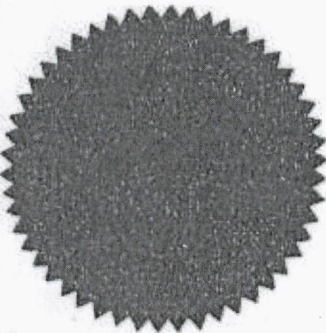
490DLC-000357573
BOOMERANG WIRELESS, LLC

ACKNOWLEDGEMENT OF DOCUMENT FILED

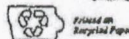
The Secretary of State acknowledges receipt of the following document
Articles of Organization

The document was filed on February 7, 2008, at 05:29 PM, to be
effective as of February 7, 2008, at 05:29 PM.

The amount of \$50.00 was received in full payment of the filing fee.



Michael A. Mauro
MICHAEL A. MAURO SECRETARY OF STATE



357573

ART030 \$50.00 DMC 2 2R5B \$23490

ARTICLES OF ORGANIZATION
OF
BOOMERANG WIRELESS, LLC

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to Section 301 of the Iowa Limited Liability Company Act, the undersigned adopts the following Articles of Organization:

ARTICLE I

NAME

The name of the limited liability company is BOOMERANG WIRELESS, LLC (the "Company").

ARTICLE II

INITIAL REGISTERED AGENT AND REGISTERED OFFICE

The street address of the Company's initial registered office is 115 Third Street SE, Suite 1200, Cedar Rapids, IA 52401-1266, and the name of its initial registered agent at that office is David J. Zylstra.

ARTICLE III

PRINCIPAL OFFICE

The street address of the Company's principal office is 7424 Hampshire Drive NE, Cedar Rapids, IA 52402.

ARTICLE IV

MANAGEMENT

The business and affairs of the Company shall be governed by its Managers in the manner described in the Company's Operating Agreement. No Manager's, Member's, officer's or other person's action will bind the Company except as authorized pursuant to the Company's Operating Agreement.

3:15:13

2

RECEIVED TIME FEB. 7. 5:29PM

ARTICLE V

PERIOD OF DURATION

The Company's existence will commence upon the acceptance of these Articles of Organization for filing with the Secretary of State of Iowa in accordance with the Iowa Limited Liability Company Act and will have a perpetual duration, unless dissolved sooner in accordance with the Iowa Limited Liability Company Act.

ARTICLE VI

NON-LIABILITY AND INDEMNIFICATION

A. A Manager or Member of this Company shall not be personally liable to the Company or its Members for any action, taken, or failure to take any action as a Manager or as a Member with which management is vested, except for liability for: (i) the amount of a financial benefit received by a Manager or Member to which the Manager or Member is not entitled; (ii) an intentional infliction of harm on the Company; (iii) a violation of Section 807 of the Iowa Limited Liability Company Act (or any similar provision of any subsequent law enacted in Iowa); or (iv) an intentional violation of criminal law.

B. The Company may, pursuant to the Operating Agreement or by unanimous vote of the disinterested Members, indemnify and advance expenses to each individual who is or was a Manager or Member of the Company (and the heirs, executors, personal representatives or administrators of such individual) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Manager or Member of the Company or is or was serving at the request of the Company as a Manager, director, officer, partner, trustee, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

C. The rights and authority conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Organization or Operating Agreement of the Company, agreement, vote of Members, or otherwise.

D. Any repeal or amendment of this Article by the Members of the Company shall not adversely affect any right or protection of a Member or officer existing at the time of such repeal or amendment.

ARTICLE VII

EFFECTIVE DATE

These Articles of Organization shall be effective on the date of filing.

DATED this 7th day of February, 2008.

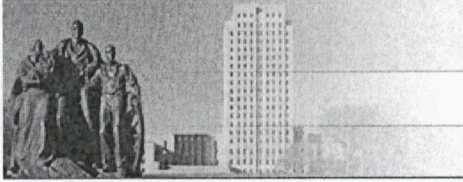

Dennis Henderson, Organizer

FILED
IOWA
SECRETARY OF STATE

2-7-08
5:29 PM
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RECEIVED TIME FEB. 7. 5:29PM

North Dakota

nd.gov Official Portal for
North Dakota State GovernmentNorth Dakota
LEGENDARY**SECRETARY OF STATE
NORTH DAKOTA**[Home](#) | [Business Records Search](#)**BOOMERANG WIRELESS, LLC****Corporation Details****System ID:** 31800600**Phone:** (319) 294-6099**Type:** FOREIGN LIMITED LIABILITY COMPANY**Status:** Active & Good Standing**Original File Date:** 06/07/2012**Effective Date:** 06/07/2012**State of Origin:** Iowa**Nature of Business**

WHOLESALE PREPAID WIRELESS SERVICE

Principal Office

955 KACENA RD STE A HIAWATHA, IA 52233-1327

Registered Agent**CORPORATION SERVICE COMPANY**

316 N 5TH ST

PO BOX 1695

BISMARCK, ND 58502-1695

Established Date: Aug 06, 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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Will open a new window (pop-up).

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EXHIBIT "C"

OFFICERS

HH Ventures, LLC

Boomerang Wireless, LLC

Executive Biographies

Dennis Henderson, President & CEO

Dennis was the founding employee of the company and has played a significant role in its growth. Recognized as a leading figure in the prepaid wireless industry, Henderson is a frequent speaker and panelist at national and international conferences. Prior to joining the company Dennis founded FNBC Iowa and guided it to become one of the Midwest's largest business brokerages. He sold the business in 2005 and it is still successfully operating. Dennis received his BBA and his MBA from the University of Iowa.

Fred Haumesser, Executive Vice President & Co-Founder

Fred brings over 15 years of executive level sales and marketing experience to the business. Fred successfully crafted and executed the company's sales strategy, securing over 40,000 points of distribution, despite difficult market and capital conditions. Fred is a respected thought leader in the prepaid industry.

EXHIBIT "D"
COMPLIANCE PLAN

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

In the Matter of)	
)	
Telecommunications Carriers Eligible To Receive Universal Service Support)	WC Docket No. 09-197
)	
Lifeline and Link Up Reform and Modernization)	WC Docket No. 11-42
)	

BOOMERANG WIRELESS, LLC REVISED COMPLIANCE PLAN

Boomerang Wireless, LLC d/b/a Ready Mobile ("Boomerang" or the "Company") is a prepaid wireless telecommunications carrier seeking designation as an eligible telecommunications carrier ("ETC") for the limited purpose of offering service supported by the Lifeline program.¹ Boomerang seeks to avail itself of the Federal Communications Commission's ("Commission") grant of forbearance from the "own-facilities" requirement contained in Section 214(e)(1)(A),² subject to certain conditions set forth in the Commission's Order released February 6, 2012.³ Specifically, the Commission provided that a carrier seeking to become a Lifeline-only ETC must comply with certain 911 requirements and file a compliance plan "providing specific information regarding the carrier's

¹ Boomerang currently has pending a petition for designation as a Lifeline-only ETC in certain states. See Amended Petition of Boomerang Wireless, LLC for Designation as an Eligible Telecommunications Carrier in Alabama, Connecticut, Delaware, the District of Columbia, New Hampshire, New York, North Carolina, Tennessee and Virginia, WC Docket No. 09-197 (filed June 6, 2012) ("Petition"). Boomerang seeks authorization to provide Lifeline-only service to residents of Tribal lands as well. Boomerang respectfully requests to incorporate the commitments made herein into the pending Petition.

² 47 U.S.C. § 214(e)(1)(A).

³ *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").

service offerings and outlining the measures the carrier will take to implement the obligations contained in [the] Order.”⁴

Boomerang submits this Revised Compliance Plan (“Compliance Plan”) to detail the policies, procedures and training programs it has developed to guard against waste, fraud and abuse in the Lifeline program. This Revised Compliance Plan is intended to replace Boomerang’s previously filed compliance plan. Boomerang has continued to refine its planned policies and procedures for enrolling eligible Lifeline customers and providing Lifeline services in accordance with the Commission’s Lifeline rules, has formed partnerships and has formulated and adopted internal policies, procedures and training materials in line with the Commission’s Lifeline reform. This Compliance Plan discusses in more detail Boomerang’s plans for qualifying and enrolling eligible customers, includes more specifics about how Boomerang will review eligibility documentation and guard against households receiving duplicate subsidies, and the process for service activation in compliance with the Commission’s new rules.

In this Compliance Plan, Boomerang will describe in more detail the mechanisms and partnerships it already has in place to prevent duplicate benefits to the same household. Above and beyond meeting the Commission’s requirements for guarding against duplicates, Boomerang will go a step further in its outreach by targeting currently unserved/underserved populations. A substantial market segment has not yet been reached by current ETCs. As a result, millions of eligible citizens need Lifeline-supported services but are not currently served by the program. Boomerang has partnerships and established marketing outreach experience and future plans to target this underserved population. This effort, together with Boomerang’s procedures to prevent duplicate subsidies, will serve the important public policy goals of the program to extend critical services to Americans with the greatest needs.

Boomerang’s business model, ethos and objectives support the Lifeline program and its goals. Boomerang’s commitments to comply with the Commission’s Lifeline rules serve the program

⁴ Lifeline Reform Order ¶ 368.

and allow the Company to invest its capital in consumers who meet program eligibility requirements now, but who require reliable, innovative, high quality services for the long haul. Boomerang is continuously refining and improving its practices and procedures for satisfying all of the Commission's Lifeline requirements in order to build a successful Lifeline business that serves customers with the greatest needs.

Background

Boomerang is one of three wholly owned subsidiaries of HH Ventures LLC, an Iowa company.⁵ The other two subsidiaries are enMarket, LLC ("enMarket") and Ready Wireless, LLC ("Ready Wireless"). HH Ventures LLC ("HH Ventures") is a profitable, cash flow positive wireless telecommunications holding company, which employs forty full-time employees. The company's core management team includes six senior executives with more than 100 years of combined telecom experience.

Boomerang seeks ETC designation in order to provide handsets and domestic and international voice services to low-income customers. Boomerang also intends to provide Lifeline-only service to residents of Tribal lands. Boomerang has direct, network carrier contracts with Sprint and Verizon, and is also negotiating a contract with a national GSM provider. The multi-carrier wireless network platform provides robust wireless service coverage across the entire ETC footprint. Boomerang has direct, in-depth experience with building voice, data and broadband products directly with carriers.

HH Ventures formed enMarket in January 2012 to focus on event marketing and distribution for ETCs. Full time employees create neighborhood events to build awareness of the Lifeline program and to distribute phone services to eligible consumers. Event staff is trained on the program compliance requirements, as detailed more fully below, and creates a positive community experience. The company also diligently implements measures to prevent waste, fraud and abuse.

⁵ See Exhibit A for HH Holdings structure, ownership and brands.

In addition, the company has a national partnership to participate in Medicaid managed care organization community events in order to reach a population with significant needs for access to services. This unique partnership with organizations who serve Medicaid recipients is designed to reach in person transient consumers and those who otherwise do not have access to the online, telephone, or paper application process unless supported by another person at an in-person event. Again, as detailed below, employees who engage with potential subscribers at these events receive detailed and extensive training in the Commission's Lifeline eligibility, documentation and other requirements, and how to communicate these requirements clearly to potential subscribers.

Ready Wireless offers an MVNE wholesale platform for ETCs and other non-ETC white label partners as well as for the companies' own retail brands Ready Mobile, Ready Broadband and Trumpet. The platform integrates technical, infrastructure and business operations in a scalable, reliable environment. MVNO customers can select the features and capabilities that meet their business needs. Key features include:

- multiple underlying facilities-based wireless carrier networks (Sprint, Verizon, GSM);
- an integrated operating system, which includes provisioning, inventory management, interactive voice response ("IVR") systems, billing, reporting;
- device certifications, procurement, warehousing, logistics;
- program management and marketing;
- additional features to enhance user experience, such as free 411 and competitively priced international long distance; and
- access to thousands of reload locations, ensuring that ETC end user customers will be able to purchase additional services to complement their subsidized services.

Boomerang has direct control over the databases, systems and processes controlling the customer records, usage records, and reporting. This provides us direct ability to implement current Lifeline guidelines as well as evolve to meet future program policy requirements.

Ready Mobile is a national brand distributed in over 30,000 retail locations.⁶ The expertise developed to meet the rigorous operational demands of publicly traded, chain accounts (*i.e.* Walgreens, CVS, Meijers) is foundational to delivering superior services to ETC and other white label partners. Boomerang offers two wireless services under the Ready Mobile brand: ReadyMobilePCS and ReadyBroadband. ReadyMobilePCS offers data access to consumers across the country via smart phone technology using recycled, web-enabled phones with broadband data plans. Under the brand ReadyBroadband, the company also provides data access through devices such as laptops, notebooks, tower computers, and a wide array of other equipment. Both smart phones and access devices are provided with national broadband coverage and distributed through national retail chains as well as sold on the e-commerce site (www.readymobile.com).

Boomerang has direct, network carrier contracts with Sprint and Verizon and is negotiating a contract with a national GSM provider as well. The multi-carrier wireless network platform provides robust wireless service coverage across the entire ETC footprint. HH Ventures and its subsidiaries have direct, in-depth experience with building voice, data and broadband products directly with carriers.

Experienced in providing broadband data access to consumers across the country, Boomerang desires to participate⁷ in the Broadband Pilot Program being initiated by the Commission in accordance with the National Broadband Plan.⁸ Boomerang is already poised to play a part in achieving the Commission's goal of expanding broadband access to low-income consumers.

⁶ The history of the Ready Mobile brand goes back to Ready Mobile LLC. Ready Mobile LLC was formed in 2005 and was focused on retail distribution of prepaid wireless products under the Ready Mobile brand name. In May 2007, Titan Global Holdings purchased certain assets from Ready Mobile LLC that included the Ready Mobile branding. Titan operated several other telecommunications ventures. HH Ventures participated in a transaction by which it purchased certain Titan assets, including the Ready Mobile brand on January 17, 2008. None of the Titan owners are part of the HH Ventures ownership.

⁷ Boomerang has expressed its interest in participating in the program previously in meetings to discuss Boomerang's Petition. See Letter from Michael P. Donahue, Marashlian & Donahue, LLC, Counsel for Boomerang Wireless, LLC, to Marlene H. Dortch, Secretary, Federal Communications Commission (Feb. 10, 2012).

⁸ Federal Communications Commission, OMNIBUS BROADBAND INITIATIVE, CONNECTING AMERICA: THE NATIONAL BROADBAND PLAN (2010), available at <http://www.broadband.gov/plan>.

Boomerang understands that low income consumers are not early technology adopters. Accessibility and ease of use of Boomerang's products, services and systems allows low income consumers to take advantage of the power of wireless technology so that we can close the digital divide. Adding data to phone plans is a growing trend in the low income base of customers, but as the Commission recognizes, lags behind the national norm. Boomerang will have data availability turned on in each handset distributed to Lifeline customers that could become the subscriber's daily access to the Internet if they should choose to add data services to their phone.

Because the Company already has in place nationwide distribution channels and activation processes, it is ready to offer broadband access services to low income consumers. The Company has competitive billing plans for smart phones and other devices, including the ability to bundle data services on smart phones along with voice and text services. Because of the Company's established multi-channel, multi-partner approach, it has the ability to reach eligible consumers throughout the country. In addition, Boomerang will advertise the availability and prices of its services through a variety of mediums, including online advertising, direct marketing campaigns, print advertising, event-based distribution, seminars, lectures, pamphlet distribution, and meetings with government agencies.

Compliance Plan

This Compliance Plan describes the specific measures that Boomerang intends to implement to achieve the objectives of the Commission's Lifeline rules and policies.

I. Policy

Boomerang will comply with all certification and verification requirements for Lifeline eligibility set forth in the Lifeline Reform Order; the Commission's Lifeline rules and policies; the requirements, rules and policies governing the provision of Lifeline service to eligible subscribers residing on reservations or Tribal lands; the provisions of this Compliance Plan; and all laws and regulations governing Boomerang's provision of Lifeline-supported prepaid wireless services to customers throughout the United States.

II. Unrestricted Access to Basic and E911 Services and Certification of Such Access

In the Lifeline Reform Order, the Commission stated that forbearance from the “own-facilities” requirement is conditioned on a carrier seeking limited ETC designation “providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes [and] 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” starting on the effective date of the order.⁹ Moreover, wireless resellers have an independent obligation to provide access to basic and E911 service, to the extent that the underlying facilities-based licensee has deployed the facilities necessary to deliver E911 information to the appropriate Public Safety Answering Point.¹⁰ Resellers also have an independent obligation to ensure that all handsets or other devices offered to their customers for voice communication are location capable.¹¹

The Commission and consumers are hereby assured that all Boomerang Lifeline 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 Boomerang handsets regardless of the activation status and availability of minutes. Further, Boomerang will ensure that all handsets used in connection with the Company’s Lifeline service offering are E911-compliant. In the event that an existing Boomerang customer does not have an E911-compliant handset, the Company will replace it with a new 911/E911 compliant handset at no charge to the customer. Any new customer who

⁹ Lifeline Reform Order ¶ 373.

¹⁰ See 47 C.F.R. § 20.18(m).

¹¹ See *id.*

qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911 compliant handset as well.

III. Certification and Verification of Lifeline Customers' Eligibility

Boomerang proposes the following Compliance Plan to implement the certification and verification conditions outlined in the Lifeline Reform Order. Boomerang intends to keep these measures in effect until the Commission implements its planned national eligibility database.

A. Policy

Boomerang will comply with all certification and verification requirements for Lifeline eligibility established by states where it is designated as an ETC. In states where there are no state-imposed requirements, no established rules or procedures in place, or in states that do not mandate Lifeline support, Boomerang will obtain certification of eligibility at the outset and will verify consumers' Lifeline eligibility in accordance with the Commission's requirements. Boomerang shares the Commission's concerns about the potential abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent Boomerang's customers from engaging in such abuse of the program, inadvertently or intentionally.

B. Certification Procedures

Boomerang will implement certification procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Boomerang employees or agents by contacting the Company in person or via telephone, facsimile or the Internet. Although the specific process for each means of contact differs slightly, as detailed below, regardless of the means of contact, at the point of sale, consumers will be provided with printed information describing Boomerang's Lifeline program, including eligibility requirements, and with instructions for enrolling. Consumers will be enrolled in person or directed, via company literature, collateral or advertising, to a toll-free number and to the Company's website, which will contain a link to information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. Boomerang's application form will identify that it is a "Lifeline" application. Except in states in which

applicants are enrolled through a designated state agency, Boomerang will have direct contact with all customers applying for Lifeline service, either in person through its employees, agents or representatives, or via the telephone (including facsimile) or mail.

Specifically, at events, Boomerang or enMarket personnel will explain the eligibility requirements for the program, including participation in a qualifying program or earning income below 135% of the Federal Poverty Guidelines and will verify the individual's eligibility. The Boomerang or enMarket employees will also explain the program limitation of one Lifeline service per household. In order to ensure potential customers are fully informed about the Lifeline program and the eligibility process, Boomerang will provide a sufficient number of employees at each event so that, while some individuals are handling the application and eligibility process with applicants, other individuals are available to discuss the requirements with potential customers, answer questions, identify appropriate documents and otherwise assist a customer in preparing for the application/eligibility step. enMarket employees will begin educating potential subscribers as they wait in line at events and explain the application process to prepare them. Employees are instructed that the company has zero tolerance for waste, fraud or abuse, and that they should notify a team lead immediately if they suspect that anyone might be providing false information or attempting to obtain a duplicate Lifeline benefit for themselves or within the same household. At events, when a potential subscriber reaches the front of the line, representatives will again confirm that no member of the individual's household currently receives a Lifeline benefit from another carrier. The representative will mention the name of major ETCs to assist applicants in determining whether they already receive a Lifeline benefit. The representative will reiterate that Lifeline is a government benefit, and that providing false information could subject the applicant to consequences including penalty under perjury. After an applicant has completed the enrollment form, a representative will check the CGM database to determine whether anyone at the same residential address currently receives a Lifeline benefit. If so, the applicant will be asked whether the applicant is a member of a

separate household residing at the same address and to complete the form created by USAC to certify that he or she resides in a separate household.

At events, upon completion of the application, representatives will photograph the documentation provided by the customer to prove identity and/or address and program- or income-based eligibility. After this information is reviewed and possibly subject to a compliance audit, described in more detail herein, Boomerang will maintain a record of the type of documentation reviewed to determine eligibility, but will not keep the documentation itself. Finally, representatives will review with the customer instructions in the welcome packet for activating the service or, if the customer explicitly requests, will activate the handset at that time. Boomerang will not seek Lifeline reimbursement until the customer has activated the handset.

Boomerang will also be promoting sign up through online outreach. Boomerang will use search engine optimization and targeted ad placement to reach eligible low-income consumers. To apply for a Boomerang Lifeline service online, a customer will fill out an application, provide the necessary information that all prospective Lifeline customers must provide, and be taken through forms and screens that clearly explain all relevant legal eligibility requirements. If the customer is seeking to qualify for Lifeline service based on their participation in a particular program (or income level), the prospective customer may be able to either upload the forms from scanned documents or print off a Document Submission worksheet and submit the documents to Boomerang where a sales representative will input the prospective customer's information into an eligibility database (if available for the relevant state). However, in most cases, the prospective consumer will fill out the relevant eligibility forms on the computer, and then send copies of the records needed by Boomerang to verify the customer's eligibility to participate in Lifeline.

With the CGM database, all applications will be processed against the only national database compiled with over 2 million current ETC Lifeline subscribers. This real time review will identify two types of duplicate applications: individual duplicate (*i.e.* same SSN, Name, DOB, etc) or duplicate residential addresses. If the entire record is a duplicate, the applicant will receive a message that

the application has been rejected. If the residential address is a duplicate, the applicant will receive instructions regarding the definition of household and the opportunity to complete a verification that the applicant is a member of a unique household at that address that does not currently receive a Lifeline benefit.

For all application processes, Boomerang has an in-house Compliance Officer and compliance metrics to further protect against waste fraud and abuse. This includes real time review of application submissions during events and random sampling of online and paper submissions. Boomerang's internal team will provide another layer of review (*i.e.*, handwriting, submission locations, timing) to identify abuse and carry out disciplinary action.

Once the prospective customer is successfully verified by Boomerang, Boomerang will enroll the customer in the service plan selected by the customer, and then mail the selected handset to the customer. Along with the handset comes a welcome packet with instructions for activating the service. Boomerang will not seek Lifeline reimbursement until the customer has activated the handset by following the instructions detailed herein or by making an outgoing call.

For potential subscribers who avail themselves of the toll-free number to apply for service, the IVR script will emphasize the "one Lifeline benefit per household" restriction through its interaction with the activating customer as well as review the 60 day rule and Annual Recertification requirements. If a customer wants more information, they will be passed to a live call center operator. Boomerang's sales training materials for call centers will include a discussion of the one benefit per household restriction and the need to ensure that the customer is informed of this restriction.

Boomerang will provide Lifeline-specific training to all personnel, whether employees, agents or representatives, who interact with actual or prospective consumers with respect to obtaining, changing or terminating Lifeline services. The training provides an explanation of the creation and purpose of the Lifeline program, the source of funds to provide access to qualified low-income consumers, program- and income-based eligibility determinations, and a detailed explanation of the

one-benefit-per-household limitation. The training emphasizes the importance of clearly explaining the eligibility criteria and limitations to applicants as well as the potential consequences for providing false information on the application. Trainees learn what documentation is acceptable to verify program- or income-based eligibility and that they must be able to communicate this information clearly to applicants. Trainees are instructed to report to a supervisor if for any reason at all they feel that an individual is trying to abuse the program or falsify eligibility. Trainees must ask an applicant directly if they already have a Lifeline service, and more specifically, mention the names of major Lifeline service providers in the geographic area, such as Safelink, Assurance, or Stand Up Wireless. Trainees are given instruction in checking the available duplicates database to confirm whether anyone else at that residential address is receiving a Lifeline benefit, and if so, to ask the applicant if multiple households reside at the same address. Trainees are also given instruction about when to provide the additional household verification form on which the applicant will certify that his or her household is a separate economic unit and does not already receive a Lifeline benefit. Trainees are instructed on activation procedures and restrictions, including that an account may only be activated by the subscriber or upon the subscriber's express authorization to do so.

Boomerang personnel will take steps to ensure that applicants are eligible to participate in the Lifeline program. All personnel who interact with current or prospective customers will be trained to assist Lifeline applicants in determining whether they are eligible to participate based on state-specific income-based 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 state-specific eligibility requirements using state-specific checklists. 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.

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. Boomerang will establish policies and procedures to review such documentation and keep accurate records detailing how the consumer demonstrated his or her eligibility, including collecting information on the enrollment form about what documentation the applicant presented to demonstrate program-based or income-based eligibility. Where Boomerang personnel conclude that proffered documentation is insufficient to establish such eligibility, Boomerang will deny the associated application and inform the applicant of the reason for such rejection. In the event that Boomerang 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 Boomerang's corporate headquarters.

Consumers who do not complete the application process in person must return the signed application and supporting documentation to the Company by mail, fax, email or other electronic transmission. The Company will accept electronic signatures that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7006, and any applicable state laws, and may verify consumers' signatures via IVR systems. Processing of consumers' applications, including review of all application forms and relevant documentation, will be performed under the Company's supervision by managers experienced in the administration of the Lifeline program.

The enrollment form will include a place where the applicant must certify by his or her signature under penalty of perjury that the applicant meets the relevant criteria and that the applicant's representations are true and correct.¹² Applicants will also be required to initial a number of disclosure statements intended to ensure that the applicant understands applicable eligibility requirements—including a statement to the effect that to the best of his or her knowledge, the applicant is not receiving Lifeline-supported service from any other Lifeline provider. Penalties for perjury will be clearly stated on the certification form. The certification will also contain language stating that a violation of the one-per-household requirement constitutes a violation of the Commission's rules and will result in the consumer's de-enrollment from the program, and could result in criminal prosecution by the United States government. Although the exact wording of the disclosure statements described above may vary on a state-by-state basis, depending on state-specific requirements or consultations with relevant state agencies, Boomerang plans for the disclosures to be consistent with the following statements:

____The information contained within this application is true and correct. I acknowledge that providing false or fraudulent documentation in order to receive assistance is punishable by law.

____I understand that Lifeline is only available for one benefit per household, whether landline or wireless. To the best of my knowledge, no one in my household is receiving Lifeline service. I will only receive Lifeline from Boomerang and no other landline or wireless telephone company.

____I am not currently receiving a Lifeline telephone service from any other landline or wireless telephone company.

____I will not transfer my service to any other individual, including another eligible low-income consumer.

____I understand that I may be required to verify my continued eligibility for Boomerang's Lifeline service at any time and that failure to do so will result in termination of Lifeline benefits.

____I will notify Boomerang immediately if I no longer qualify for Lifeline or if I have a question as to whether I would still qualify.

¹² A copy of Boomerang's proposed enrollment and certification form is attached at Exhibit B.

In accordance with the Lifeline Reform Order, Boomerang will not retain copies of eligibility documentation, but rather will maintain accurate records detailing how the customer demonstrated his or her eligibility. Boomerang will check the eligibility of consumers seeking to enroll in Lifeline either by accessing electronic eligibility databases, where available, or by reviewing documentation from the consumer demonstrating his or her eligibility for Lifeline service. Where the Company is able to access a state or federal database to make determinations about customer eligibility, the Company or its representative will note in its records what specific data was relied upon to confirm the consumer's initial eligibility for Lifeline. In instances where a state agency or third-party administrator is responsible for the initial determination of consumer eligibility, Boomerang will rely on the state identification or database.

Boomerang personnel will assist applicants in determining whether they are ineligible to participate in the Lifeline program because a member of the applicant's household already is benefiting from a Lifeline discount. Boomerang will establish safeguards to prevent individual subscribers and households from receiving more than one benefit. Boomerang personnel will explain in prominent, plain, easily comprehensible language to all new and potential subscribers that no consumer is permitted to receive more than one Lifeline subsidy. Boomerang will emphasize the one-per-household restriction in its contacts with potential customers. Boomerang personnel also 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 service," and ability to determine whether he or she is already benefiting from Lifeline support by identifying the leading wireline and wireless Lifeline offerings in the relevant market by brand name.

Boomerang's Lifeline application forms will require each applicant to provide his or her name and primary residential address and a billing address for the service if the consumer's billing address differs from his or her residential address. The application form will clearly state that Lifeline participants must provide their new address to the Company within 30 days of moving. Boomerang will incorporate this information into its customer information database.

Prior to initiating service for a customer, the Company will check the address of each Lifeline applicant against the CGM compiled database to determine whether or not it is associated with a customer that already receives Boomerang Lifeline service, and will then review the application to ascertain whether the applicant is attempting to receive Lifeline-supported service for more than one service associated with the address. Boomerang Wireless has aligned with CGM, LLC of Roswell, Georgia, a Lifeline service bureau, to participate in the only national effort to match ETC applications against current ETC participants. This recognized compliance software provider is working across the industry to help minimize duplicate service to eligible households. CGM's growing database currently includes more than two million of the 15 million current ETC subscribers. As of this writing, it is, to Boomerang's knowledge, the largest pooled national database.

Boomerang has contracted with CGM to check each name/address combination against its aggregate duplicate database to confirm that the applicant is not already receiving a Lifeline subsidy from Boomerang or any other CGM client. The database dip is done simultaneously with customer sign-up through an API connection between Boomerang's provisioning platform and CGM. This check ensures that each applicant is not receiving a duplicate subsidy, as well as identifying those customers who share an address with current Boomerang customers and, therefore, may warrant further review. If Boomerang determines that an individual at the applicant's residential address is currently receiving Lifeline-supported service, the Company will take an additional step to ensure that the applicant and the current subscriber are part of different households. In order to make this demonstration, Boomerang will require applicants to complete and submit to the Company a written document developed by USAC consistent with the Commission's directions in the Lifeline Reform Order.¹³ Boomerang will deny the Lifeline application of any such individual residing at the same address as a current Lifeline subscriber who is part of the same household and will advise the applicant of the basis for the denial.

¹³ See Lifeline Reform Order ¶ 84.

Prior to requesting a subsidy, Boomerang, in conjunction with CGM, will process and validate its subsidy data to prevent duplicate same-month Lifeline subsidies. Any household that is already receiving a Lifeline subsidy will automatically be prevented from receiving a second lifeline subsidy in that same month. Boomerang will immediately de-enroll any subscriber whom Boomerang knows is receiving Lifeline-supported service from another ETC or knows is no longer eligible. Additionally, each month, CGM will process and validate the Company's subsidy data to prevent: (1) duplicate same-month Lifeline subsidies (Double Dip): any name/address that is already receiving a lifeline subsidy from the Company will be automatically prevented from receiving a second Lifeline subsidy in that same month; and (2) inactive lines receiving subsidy. CGM's audits also compare all subsidy requests to Boomerang's underlying carrier invoice to ensure that subsidies are requested only for active lines. This process ensures that Boomerang does not request multiple subsidies from the Universal Service Fund.

In addition, prior to requesting a subsidy, Boomerang will ensure that the customer has activated the service in accordance with the Commission's requirements. Boomerang will provide phone activation instructions in a welcome package provided with the handset and, at events, will review these instructions with the customer. The activation process will allow the end user to proactively establish service and have an opportunity to receive additional training on the device and services available.

C. Procedures for Verification of Ongoing Consumer Eligibility

As required by the Commission's Lifeline Reform Order, Boomerang will require every customer enrolled in the Lifeline program to verify on an annual basis that he or she receives Lifeline-supported service only from Boomerang and, to the best of his or her knowledge, no one else in the subscriber's household is receiving a Lifeline-supported service. Boomerang will submit all required information to the relevant Tribal governments, as applicable, including its aggregated re-certification data and annual re-certification results for subscribers residing on reservations or Tribal lands. This re-certification may be done on a rolling basis throughout the year. Where

ongoing eligibility cannot be determined through access to a qualifying database either by the Company or the state, and there is no state administrator verifying the continued eligibility of Lifeline subscribers, the Company will recertify the continued eligibility of all of its subscribers by contacting them— either in person, in writing, by phone, by text message, by email, or otherwise through the Internet—to confirm their continued eligibility. Such certifications may be obtained through a written format, an IVR system, or a text message, in accordance with the Lifeline Reform Order.¹⁴ In states where a state agency or a third party has implemented a database that carriers may query to recertify the consumer’s continued eligibility, the Company (or state agency or third party, where applicable) will instead query the database and maintain a record of what specific data was used to re-certify eligibility and the date of recertification.

Boomerang will notify each of its Lifeline consumers by mail that he or she must confirm his or her continued eligibility in accordance with the applicable requirements. The notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact Boomerang. Boomerang will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. Any subscriber who does not respond to the impending termination letter within 30 days to demonstrate that his or her Lifeline service should not be terminated will be de-enrolled from the Company’s Lifeline program.

IV. Additional Measures to Prevent Waste, Fraud and Abuse

A. Usage Requirement

Boomerang will implement policies and procedures to ensure that it does not obtain Lifeline support for an inactive subscriber who has failed to use his or her service in the first instance or has discontinued using the service.

Boomerang will not seek universal service support for a qualifying low-income consumer until that individual subscriber uses the supported service to either activate the service or complete

¹⁴ See Lifeline Reform Order ¶¶ 130, 132.

an outgoing call. Boomerang will provide phone activation instructions in its event and online or paper product packages. The activation process will allow the end user to proactively activate service and have an opportunity to receive additional training on the device and services available. Specifically, to activate service, customers will be instructed to call the Boomerang IVR, press "2" to activate the phone, and enter a PIN included in the Welcome Instructions the subscriber receives with the phone after the eligibility and enrollment process has been completed as described above. At that point, the IVR will notify the consumer that the Lifeline account is active. The IVR will inform the customer that the customer must use the service in order to keep the account active and provide options through a menu for obtaining additional information about the phone or the service and direct the customer to the Company's website for additional information. At in-person events, Boomerang will assist an individual with account activation upon expressly authorized by the subscriber to activate the service.

To comply with the Commission's continued usage requirements, Boomerang will implement a non-usage policy whereby it will de-enroll Lifeline customers that have not used the Company's Lifeline service for 60 days. Boomerang will notify its subscribers at service initiation about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time. If no usage appears on a Boomerang Lifeline customer's account during any continuous 60-day period, Boomerang will deactivate Lifeline services for that customer. An account will be considered active if during any 60-day period the authorized subscriber does at least one of the following: makes a monthly payment; purchases minutes from Boomerang to add to an existing pre-paid Lifeline account; completes an outbound call; answers an incoming call from anyone other than Boomerang, its representative, or agent; or affirmatively responds to a direct contact from Boomerang confirming that he or she wants to continue receiving the Lifeline-supported service.

Boomerang will take measures to continue to communicate with the customer to ensure the customer understands the rules and requirements of the benefits. Boomerang has direct control

over customer databases and communication tools including: SMS messaging, outbound calling, IVR messaging and direct mail communications. For example, if a customer has 45 days of non-usage, Boomerang can text them to remind them about the non-usage rules.

B. Consumer Education with Respect to Duplicates

As required by the Lifeline Reform Order, Boomerang will establish safeguards to prohibit more than one supported service for each household. In addition to its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, Boomerang will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household, including use and development of an appropriate database.

Specifically, Boomerang personnel will emphasize the one-per-household restriction in their direct sales contacts with potential customers. At the point of sale, potential customers will be provided with printed information describing Boomerang's Lifeline program, including eligibility requirements, and instructions for enrolling. As part of these printed materials, Boomerang will also reinforce the one-Lifeline-benefit-per-household limitation. Materials from USAC, that will be developed pursuant to the Lifeline Reform Order, may also be provided at the point of sale as dictated by a customer's responses. Boomerang will likewise reinforce and explain the one-per-household restriction in its marketing materials. The Company will emphasize in plain, easily comprehensible language that: (1) Lifeline is a federal benefit; (2) Lifeline service is available for only one benefit or subscription 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; and (4) a household is not permitted to receive Lifeline benefits from multiple providers. Boomerang will also include in its marketing materials substantially the following language in clear, easily understood language: the offering is a Lifeline-supported service; that only eligible consumers may enroll in the program; what documentation is necessary for enrollment; and the program is limited to one benefit per household, consisting of either wireline or wireless service.

Finally, Boomerang will disclose the company name under which it does business and the details of its Lifeline service offerings.

C. Internal Audit and Compliance Training for Boomerang Customer Service

In addition to detailed and thorough employee training, Boomerang will impose disciplinary actions on employees who fail to abide by the requirements for determining eligibility for the Lifeline benefit. Beyond the instructions for field and event training, Boomerang will provide its customer service personnel with internal audit and compliance training. For incoming paper applications, Boomerang will have a 100% compliance checklist to check applications for fraud and duplication. The employee must check whether all fields on the certification and enrollment form are complete, whether all necessary eligibility documents are attached, whether the eligibility documents align with the information on the form, whether the handwriting is unique, whether all attestations are initialed, and whether the form is signed.

For in-person and event outreach, in addition to the onsite eligibility determinations, a Boomerang compliance officer will randomly check a representative sample of 3% to 10% of applications as an additional check for errors or omissions or any sign of fraud. If the compliance officer detects potential fraud or abuse in the application process, the affected applications will be denied.

V. Lifeline Offering

Boomerang's marketing efforts will be focused on finding and serving eligible consumers using distribution models designed to reach the target population on a broad geographic basis. Creating a trusted brand and service through community outreach is a primary methodology for educating and soliciting customers. Boomerang will enroll Lifeline customers through several different marketing channels. Boomerang's current business model and plans for providing Lifeline service are based on reaching about 85% of its subscribers in person, through event marketing targeting currently underserved populations. Boomerang anticipates that, while most of its outreach will succeed via direct contact with consumers, potential subscribers will also be able to avail

themselves of a toll-free number (inbound telemarketing) or website to obtain enrollment information. Boomerang also has plans to offer its services through retail stores and agents who understand the underserved consumers in communities Boomerang would service as an ETC. National retail chains have expressed interest in partnering with Boomerang to support the Lifeline service and outreach to underserved eligible populations. Boomerang has partnered with retailers to use parking lots as locations for event-based outreach.

enMarket, Boomerang's sister event marketing and distribution company, will use demographic segmentation information to identify locations of populations with great need. The neighborhood marketing program will reach Tier 3 and Tier 4 and smaller communities where the population has not seen an influx of Lifeline service providers. enMarket will organize positive and informative neighborhood events to create a local presence.

The Company has a long history with retail distribution. If Boomerang is granted ETC designation, it is prepared to work with several national companies to explore unique, focused Lifeline program marketing. In addition, Boomerang is currently working with potential partners to develop targeted marketing and outreach for its application to participate in the broadband pilot program.

Boomerang will offer its Lifeline service in the states where it is designated as an ETC and throughout the coverage area of its underlying carriers. Boomerang has direct underlying agreements with Sprint and Verizon today. Negotiations are underway for the addition of a national GSM provider. The company will use these network relationships to ensure a good product experience for ETC consumers.

The Company's Lifeline offering will provide eligible customers with the following three Lifeline plans: (1) 68 units that rollover where 1 minute equals 1 unit and 3 texts equal 1 unit, (2) 125 units that rollover where 1 minute equals 1 unit and 1 text equals 1 unit, and (3) 250 units without rollover where 1 minute equals 1 unit and 1 text equals 1 unit. Customers will have the capability of purchasing additional bundles of minutes in the following denominations:

Denomination	\$5.00	\$10.00	\$10.00	\$15.00	\$15.00	\$30.00	\$30.00	\$50.00	\$7.00	\$20.00	\$30.00
Days of Use	10	3	7	7	10	14	30	30	10	30	30
Minutes									100	500	1,000
Peak Minutes		Unlmt	30	Unlmt	60	Unlmt	140	Unlmt			
N/W Minutes		Unlmt	Unlmt	Unlmt	Unlmt	Unlmt	Unlmt	Unlmt			
Texts		Unlmt	.10/text	Unlmt	.10/text	Unlmt	.10/text	Unlmt	200	1,000	1,200
Units (Min+Text)	50										

In addition to free voice services, Boomerang's Lifeline plans will include a free handset and the following features: caller ID, call waiting and voicemail. Boomerang will turn on the data capability for all of our handsets. This will allow customers to add a data plan to their phone service.

As a provider of Lifeline services to residents of Tribal lands, Boomerang will pass through the full Tribal support amount to qualifying residents of Tribal lands, and under no circumstances will it collect from the Universal Service Fund more than the rate charged to Tribal subscribers.

VI. Demonstration of Financial and Technical Ability to Provide Lifeline Services

Revised Commission Rule 54.202 requires carriers seeking designation as a Lifeline-only ETC to demonstrate their technical and financial capacity to provide the supported service. Among the factors that the Commission will consider are whether the applicant previously offered services to non-Lifeline consumers, how long the applicant has been in business, whether the applicant intends to rely exclusively on USF disbursements to operate, whether the applicant receives or will receive revenue from other sources, and whether it has been subject to enforcement action or ETC revocation proceedings in any state.

Boomerang's parent company, HH Ventures, is a privately held cash-flow-positive wireless telecommunications holding company. HH Ventures has been providing prepaid wireless telecommunications services to non-Lifeline subscribers since 2008. Its core management team

includes six senior executives with significant telecommunications experience, and the company employs 40 full time employees.

Boomerang currently provides prepaid wireless services to more than 350,000 subscribers, including more than 50,000 retail customers. The company currently provides a complete wholesale, MVNE platform to several ETCs and other white label partners.

Boomerang does not intend to rely exclusively on USF disbursements to operate, as it receives revenue from providing other services. For the 2011 calendar year, Boomerang and its sister company received no direct USF reimbursement for Lifeline support; 17% of revenue was generated from wireless resale services provided to ETCs,¹⁵ 52% of revenue was generated from wireless retail services, and 31% of revenue was generated from other non-regulated telecom services. Boomerang has not been subject to enforcement actions or ETC revocation proceedings in any state.

Boomerang certifies that it will comply with all of the requirements of newly amended Commission Rule 54.202. Section 54.202 requires that an ETC demonstrate its "ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations."

Boomerang will remain functional in emergencies. Back-up systems are in place to ensure full functionality in the event of a loss of power or network functionality. And, Boomerang's switching facilities are housed in a carrier-class data center with fully redundant power and HVAC, a controlled temperature and humidity environment, fire-threat detection and suppression, year-round critical monitoring and secure access with biometric security. The facility features redundant generators and redundant fiber optic connectivity. The data center is a reinforced concrete building

¹⁵ In 2011, Boomerang only entered into wholesale MVNE arrangements with designated ETCs. This year, Boomerang has entered into arrangements with other, non-ETC, white label partners.

located in a secure area and collocated with the area electrical utility headquarters. It is powered from separate paths independent of any one electrical generation plant. All systems within the facility are implemented on redundant servers, each with redundant data network and power.

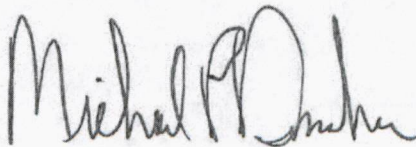
Direct carrier access with Sprint and Verizon networks provides additional tools to escalate network or hardware issues encountered on a local or regional basis. Contractual arrangements include direct escalation processes for tiered support depending on outage severity and number of customers affected.

Section 54.202 also requires ETC applicants to demonstrate that they will satisfy applicable consumer protection and service quality standards. Boomerang hereby commits to comply with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service.

Conclusion

Boomerang's Compliance Plan meets the conditions set forth in the Lifeline Reform Order and promotes public safety by ensuring that Lifeline customers have access to 911 and E911 service. Boomerang requests that the Commission expeditiously approve the Company's Compliance Plan and grant its pending ETC Petition so that Boomerang may begin providing the benefits of Lifeline service to qualifying low-income consumers.

Respectfully submitted,



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Exhibit A

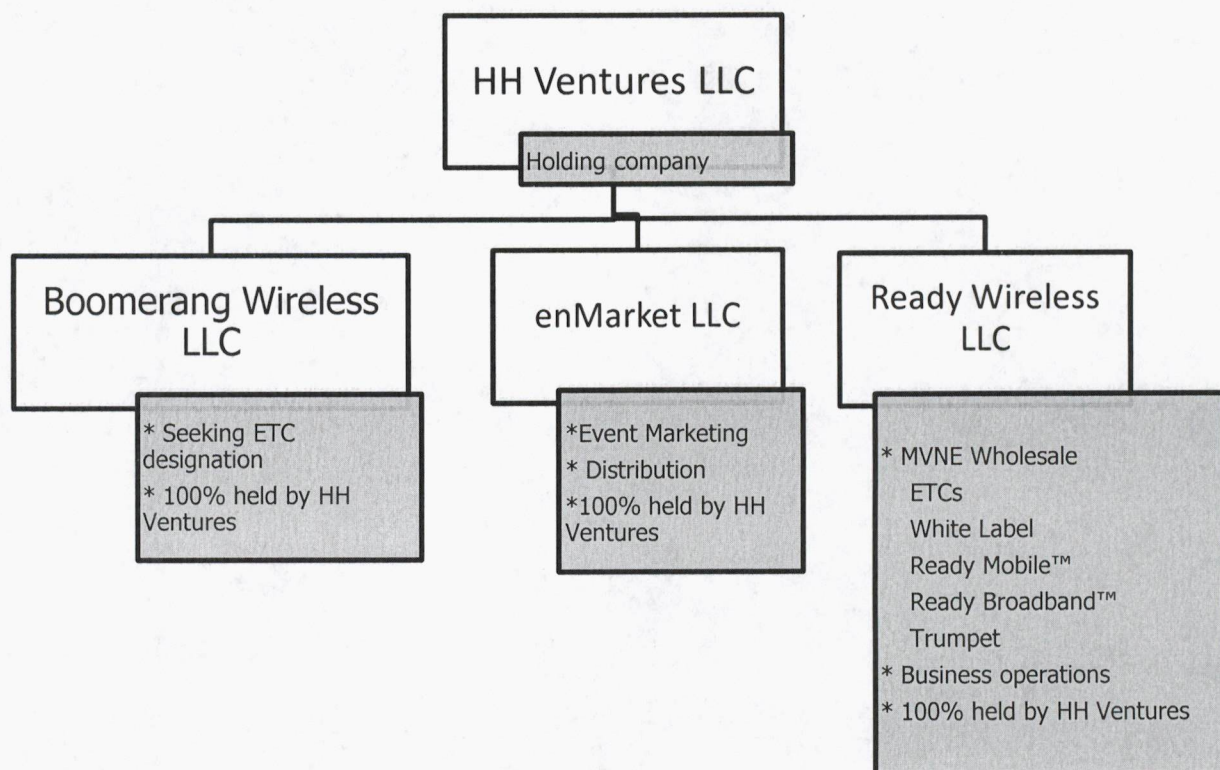


Exhibit B

EXHIBIT "E"

SAMPLE ADVERTISING



FREE PHONE SERVICE • FREE MINUTES MONTHLY

Supported by Lifeline benefit. A government sponsored program.



FREE PHONE
Boomerang Wireless will provide a FREE PHONE
(Not a Lifeline supported benefit)

Examples of phones. Phone models subject to availability.

YOU MAY BE ELIGIBLE FOR THIS BENEFIT IF YOU PARTICIPATE IN:

- FOOD STAMPS
- MEDICAID
- FREE LUNCH
- PUBLIC HOUSING
- SSI
- OR MEET INCOME REQUIREMENTS



DATE: _____

TIME: _____


PLACE: _____

Stop by and see us!

www.entouchwireless.com




Poster 11" x 17"



FREE PHONE SERVICE • FREE MINUTES MONTHLY

Supported by Lifeline benefit. A government sponsored program.




FREE PHONE
Boomerang Wireless will provide a FREE PHONE
(Not a Lifeline supported benefit)

Examples of phones. Phone models subject to availability.

YOU MAY BE ELIGIBLE FOR THIS BENEFIT IF YOU PARTICIPATE IN:

- FOOD STAMPS
- MEDICAID
- FREE LUNCH
- PUBLIC HOUSING
- SSI
- OR MEET INCOME REQUIREMENTS




DATE: _____

TIME: _____

PLACE: _____

Stop by and see us!



www.entouchwireless.com

Poster 8.5" x 11"



FREE

PHONE

(Not a Lifeline supported benefit)
Provided by enTouch Wireless

MINUTES MONTHLY

Supported by Lifeline benefit.
A government sponsored program.




Banner 6' x 2'



FREE

PHONE
Just a Lifeline benefit. Not a Lifeline supported benefit.
 Provided by enTouch Wireless.

MINUTES MONTHLY
Supported by Lifeline benefit.
 A government sponsored program.

enTouch WIRELESS
powered by boomerang wireless

→

Yard Sign 24" x 18"



FREE

FREE PHONE SERVICE
FREE MINUTES MONTHLY
Supported by Lifeline benefit. A government sponsored program.

FREE PHONE
enTouch Wireless will provide a FREE PHONE
 Not a Lifeline supported benefit

Nov. 5-8th • 10 am - 5 pm
Dollar General Parking Lot

You may be eligible for this benefit if you participate in:
 Food Stamps • Medicaid • Free Lunch • BSI
 Public Housing • Need Income Requirements

enTouch WIRELESS
powered by boomerang wireless
www.entouchwireless.com



Newspaper Ad 3" x 5"

EXHIBIT F
TERMS OF SERVICE

Terms Of Service

Boomerang Wireless Terms and Conditions for Communication Services

Effective as of May 15, 2012, until replaced.

Thank you for choosing Boomerang Wireless . These terms and conditions are part of your agreement with Boomerang Wireless for Mobile Services. **For the most current version of the terms and conditions, please visit our website at www.boomerang-wireless.com or call Customer Service at 1-800-516-0414.** The terms and conditions included with your Mobile phone may not be the most current version. If you activated Mobile Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions. If you have questions about your Boomerang Wireless Services, call Boomerang Wireless **Customer Service at 1-800-516-0414** or visit our website at www.boomerang-wireless.com

Your agreement ("Agreement") with Boomerang Wireless and any of its affiliates doing business as Boomerang Wireless providing mobile phone services ("Services") to you is made up of these terms and conditions of service ("Terms"). We use the words "we," "us" or "our" to refer to Boomerang Wireless and its affiliates doing business as Boomerang Wireless in these Terms. When you activate Services or attempt to use our Services (including, without limitation, attempting to place a call) you accept the Agreement.

Provision of Service: Your free phone or purchased digital mobile phone or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify or are eligible under federal guidelines for Services. Services in some areas are managed and provided under contract with Boomerang Wireless by independent affiliates to our network provider. Some Services may not be available or may operate differently in certain affiliate markets.

Changes to Agreement: We may change this Agreement at any time. Any changes to the Terms are effective when we publish the revised Terms. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Services. For purposes of the Agreement, "use" includes keeping the right to access the Boomerang Wireless Coverage Area by not terminating Services. You may not modify the Agreement.

Use of Services and Equipment; Availability: Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. Boomerang Wireless service is for personal use only. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. This service may not be used in a manner that interferes with other Boomerang Wireless customer's use of the service. Service levels of other customers may be impaired when users place abnormally high numbers of calls, send or receive very high numbers of messages, or repeatedly make calls of abnormally long duration compared with other Boomerang Wireless customers. Atypical usage of this type suggests that a mobile phone is being used for other than personal usage and in violation of the Boomerang Wireless Terms of

Service. Services are strictly for live dialog between individuals. Services may not be used for monitoring services, data transmissions or other connections that do not consist of live dialog between two individuals. Services are available within the operating range of the Boomerang Wireless Coverage Area. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your Boomerang Wireless phone will not accept the services of any are strictly for live dialog between individuals. Services may not be used for monitoring services, data transmissions or other connections that do not consist of live dialog between two individuals. Services are available within the operating range of the Boomerang Wireless Coverage Area. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your Boomerang Wireless phone will not accept the services of any wireless provider other than Boomerang Wireless.

Phone Number: We assign telephone numbers and other personal identifiers in connection with the Services. Unless we provide you advance notice, you have no proprietary right to any such identifiers, and we reserve the right to change them upon notice to you. You do not have any property right to your phone number. It may be changed or reassigned. In the event that you become entitled to transfer a personal identifier to another party to obtain any Services we provide you, we reserve the right, prior to honoring the request for transfer, to charge a fee for the transfer and to collect any money owed by you for Services and Equipment.

Charges: You will receive free airtime as part of your Boomerang Wireless service. Airtime is used in one-minute increments and any fraction of a minute is rounded up and charged at the full minute rate; calls are measured from the time the network begins to process the call (before the phone rings or the call is answered) through the termination of the call. You may also choose to add Airtime through a Top Up card or other commerce channel. This airtime may be invalidated if not paid for by the retailer. Directory assistance calls are free to you, but you will be billed for normal airtime. For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. Your account is not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated by either party.

Phones and Other Equipment: Phones and other equipment may be provided at no charge to you as part of the Boomerang Wireless offering. Phones and other equipment may also be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Lost or Stolen Equipment: If your phone or other equipment is lost or stolen, you must notify us by calling Boomerang Wireless Customer Service. You are responsible for all charges for

Services provided to the Number for the lost or stolen equipment. We will deactivate Services to the Number upon notification to us of any loss or theft. If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation fee. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

Caller ID: Caller ID display on incoming calls to your Number depends on receiving the information from the calling party. Pay-Per-Call Service: Boomerang Wireless will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

Limitation of Liability: Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated Services to you during the affected period.

Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- any act or omission of any telecommunications service or other service provider other than us;
- any directory listing;
- any dropped calls or inability to place or receive calls;
- any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations;
- traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;
- any late or failed message delivery;
- any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;
- the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;
- any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or your negligent or intentional act or omission.

- NO CONSEQUENTIAL OR OTHER DAMAGES: UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Indemnification: You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services. This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

Arbitration: Any dispute arising out of the Agreement or relating to the Services and Equipment must be settled by arbitration administered by the American Arbitration Association in Des Moines, Iowa. Information regarding this procedure may be found at www.adr.org. Each party will bear the cost of preparing and prosecuting its case. We will reimburse you for any filing or hearing fees to the extent they exceed what your court costs would have been if your claim had been resolved in a state court having jurisdiction. The arbitrator has no power or authority to alter or modify the Agreement, including the foregoing Limitation of Liability section. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims. This provision is subject to the Federal Arbitration Act.

Governing law: This Agreement is governed by and must be construed under federal law and the laws of the State of Iowa, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in the State of Iowa.

Notices: You may get our current address for written notice by calling Boomerang Wireless Customer Service. Written notice is deemed delivered 3 days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling Boomerang Wireless Customer Service, and (2) we may notify you by leaving a message for you on your Boomerang Wireless Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

General: If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with applicable laws as nearly as possible to

reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement.

Copyright and Trademark: Trademarks, product names, and company names and logos appearing on Boomerang Wireless are the property of their respective owners. Users must obtain permission from Boomerang Wireless before copying or using the owner's trademarks, product names and company names and logos.

SERVICE, Prepaid Services: Upon certification of eligibility, and continuing eligibility, you will receive free voice services. This positive account balance will be applied every 30 days on the anniversary of your service activation. You must maintain an ACTIVE ACCOUNT every 60 days: by having usage (inbound or outbound), by buying additional product, by responding affirmatively to our queries regarding your desire to continue to receive services. You may also elect to purchase additional services, including additional voice minutes, text plans, etc. When purchasing prepaid services, you are responsible for prepaying all charges for using the service. The balance in your prepaid account is reduced by the charges attributable to your use of the service. You must keep a positive balance in your prepaid account to continue using the service. Anyone who purchases or uses the service, with or without the purchaser's consent is considered a user and subject to the terms and conditions.

Service Limits and Coverage Maps: Service is available to your handset only when it is within the range of our system or of an operator with which we have an applicable agreement. Coverage maps you may have viewed are only estimates; actual service coverage and service quality may vary, and are not guaranteed under the terms and conditions.

Misuse of Service: You have certified your eligibility to receive free services under the federally funded Lifeline program. If your eligibility to participate in this program changes, you agree to immediately notify Boomerang Wireless at 800- 516-0414. You agree not to use the service or modify your handset in any fraudulent, unlawful, harassing, or abusive purpose, or in such a way as to create damage or risk to our business. Service is provided at our discretion and if terms and conditions are violated we can terminate your wireless service without any further notification or obligation to you. All rates and fees are subject to change without notice. Service provided is subject to our business policies, which can change without notice. Visit www.boomerang-wireless.com for current rates and information. For Customer Care, call 1-800-516-0414. To dispute charges you must notify us within 15 days of the date of the disputed call. Terms and conditions can be modified without notice; visit www.boomerang-wireless.com for current terms and conditions.

Exchange Policy; Disputes: Defective handsets or other defective equipment provided at no cost to you may be eligible for exchange. This policy does not apply to breakage caused by customer negligence or water damage. Note that the exchange policy, including the number of

days for exchange, may be changed without notice and the policy may not apply to certain products. To exchange a defective handset, please call Customer Service at 1-800-516-0414 to obtain a Return Authorization and shipping instructions. You must return the product at your expense, complete with all accessories that came with the handset, in the original box with all materials and package inserts within 30 days of receiving the handset. Upon Boomerang Wireless' receipt of the returned product, Boomerang Wireless will ship you the replacement handset. Any other disputes should be handled by Customer Service. If you do not dispute any charge on your account prior to its going inactive or within 30 days of the date of the receipt, whichever comes first, you give up your right to dispute.

No Warranties by Boomerang Wireless: BOOMERANG WIRELESS MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOOMERANG WIRELESS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND USER MAY NOT RELY ON ANY STATEMENT OF WARRANTY.

Limitation of Liability: Neither Boomerang Wireless nor any of its affiliates, nor the directors, employees or other representatives of any of them are liable for damages arising out of or in connection with the use of the products or services. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

Termination of Access: Boomerang Wireless may terminate your access without notice, for any conduct that Boomerang Wireless, in its sole discretion, believes to be harmful to individual users, Boomerang Wireless or any of its affiliates, or any rights of Boomerang Wireless or any third party, or to violate applicable laws.

Change in User Agreement: Boomerang Wireless may modify this User Agreement at any time by posting the revised agreement on the website. Any revised User Agreement is effective upon the user accessing the website.